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**GENERAL TERMS AND CONDITIONS FOR MARKETPLACE REFERRALS**  
**DECATHLON EXPERIENCE TRAVEL**

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**PREAMBLE**

These GENERAL TERMS AND CONDITIONS FOR MARKETPLACE REFERRALS are issued by DECATHLON EXPERIENCE, a company with a share capital of €9,856,000, registered in the registry of travel operators under number IM059200006 and in the Lille Métropole Trade and Companies Register under number 883 875 411. Its headquarters is located at 6 Rue des Bouvières, 79940 Annecy, and it is represented by Estelle VERDIER in her capacity as Chief Executive Officer.

DECATHLON EXPERIENCE has developed an online matchmaking platform allowing tourism professionals to offer their services to consumers. This platform showcases and lists various sellers' service offers, enabling users to view and book these offers online.

To ensure that as many customers as possible have access to a wide range of sports trips and activities, DECATHLON EXPERIENCE provides the MARKETPLACE and its associated MARKETPLACE SERVICE in alignment with the sporting ethics, values, and interests of the DECATHLON GROUP. Through this platform, carefully selected partner-sellers are connected with CUSTOMERS to present their PRODUCTS and facilitate sales.

The SELLER markets travel packages and wishes to distribute their service offerings via the MARKETPLACE SERVICE, including services and activities related to sports. The Parties have come together to enable the SELLER, under the terms set out below, to use the MARKETPLACE SERVICE to offer its PRODUCTS.

The CONTRACT was offered by DECATHLON EXPERIENCE to the SELLER in accordance with commercial practices.

The Parties declare that, prior to entering into the CONTRACT, they exchanged all critical information necessary for their agreement. The SELLER's recognized quality of PRODUCTS, expertise, professionalism, and reliability are determining factors in DECATHLON EXPERIENCE's decision to engage.

**PRELIMINARY ARTICLE: DEFINITIONS**

The terms used in this CONTRACT shall have the meanings assigned to them in this article.

**PURCHASE ORDER:** Refers to the document outlining the main elements that give rise to the provision of the MARKETPLACE SERVICE.

**CHECK-IN:** Refers to the date on which the CLIENT begins to benefit from their tourism service.

**CLIENT(S)**: Refers to any visitor, internet user, or purchaser on the MARKETPLACE, who enters into a direct contractual relationship with the SELLER for browsing and, if applicable, purchasing the SELLER's PRODUCTS.

**CMS**: Refers to the content entry interface that allows the SELLER to share their inventory of PRODUCTS with the PLATFORM to complete the PRODUCT SHEET.

**ESSENTIAL CONDITIONS**: Refers to the fundamental and determining conditions of DECATHLON EXPERIENCE's consent to this CONTRACT, including but not limited to Articles 5, 8, and 10 of this CONTRACT.

**MARKETPLACE TERMS OF USE (CGU)**: Refers to the contractual document available online on the MARKETPLACE that governs the browsing and navigation of the MARKETPLACE by any user.

**SELLER'S GENERAL TERMS AND CONDITIONS OF SALE (CGV)**: Refers to the contractual terms that the SELLER is required to make available to the CLIENT in the PRODUCT SHEET via DECATHLON TRAVEL, governing the CLIENT's order and the SELLER's sale of their PRODUCTS to the CLIENT.

**DEROGATORY CONDITIONS**: Refers to the specific agreement concluded between the SELLER and DECATHLON EXPERIENCE that may supplement or deviate from the GENERAL TERMS AND CONDITIONS FOR MARKETPLACE REFERRALS.

**GENERAL TERMS AND CONDITIONS FOR MARKETPLACE REFERRALS**: Refers to this contract between the SELLER and DECATHLON EXPERIENCE, which includes the GENERAL TERMS AND CONDITIONS FOR SELLERS ON THE MARKETPLACE, the PURCHASE ORDER, and any DEROGATORY CONDITIONS.

**CONTENT**: Refers to current or future elements, known or unknown, such as trademarks, models, patents, titles, photographs, images, drawings, representations, sketches, diagrams, texts, explanations, instructions, manuals, warnings, websites, pages, PRODUCT SHEETS, blogs and similar, music, animations, videos, files, source codes, domain names, data, including any database, regardless of its format and resolution, in all languages.

**CONTRACT**: Refers to these GENERAL TERMS AND CONDITIONS FOR MARKETPLACE REFERRALS, the PURCHASE ORDER, and any DEROGATORY CONDITIONS.

**SALES CONTRACT**: Refers to the contract between the SELLER and the CLIENT governing the sale of a PRODUCT.

**CRM**: Refers to the interface made available to the SELLER, allowing them to communicate with the CLIENT.

**PARTY(IES)**: Refers to DECATHLON EXPERIENCE and/or the SELLER.

**PLATFORM or MARKETPLACE**: Refers to the online matchmaking platform accessible via the website <https://www.decathlontravel.com/>.

**TOURISM SERVICE:** Refers to a category of PRODUCTS.

**PRODUCT(S):** Refers to the SELLER's product(s) offered for sale on the MARKETPLACE, including sports tourism services as well as services and/or products related to sports activities and/or travel.

**ADDITIONAL SERVICES:** Refers to all services provided by DECATHLON EXPERIENCE to the benefit of the SELLER in exchange for compensation. These may include services related to marketing, promotion, or more generally, commercialization.

**MARKETPLACE SERVICE:** Refers to the service offered by DECATHLON EXPERIENCE for connecting CLIENTS with SELLERS to facilitate the proposal and commercialization of PRODUCTS directly by the SELLER to the CLIENT. This service is realized through access to the MARKETPLACE.

**TECHNICAL SOLUTION:** Refers to the technical tool required for operating the MARKETPLACE, including all IT functionalities that enable the SELLER to offer their PRODUCTS to CLIENTS, particularly the CRM.

## **ARTICLE 1: PURPOSE**

**1.1** The purpose of this CONTRACT is to define the terms and conditions under which DECATHLON EXPERIENCE provides the SELLER with the MARKETPLACE SERVICE, as well as any ADDITIONAL SERVICES, to facilitate direct transactions between the SELLER and the CLIENTS, whether or not these transactions are ultimately concluded.

Transactions conducted by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CLIENT. DECATHLON EXPERIENCE acts solely as an intermediary, facilitating the connection between supply and demand, and cannot be held liable for the CONTENT uploaded by the SELLER or for any disputes arising from transactions between the SELLER and the CLIENT. Consequently, DECATHLON EXPERIENCE is not a party to the SALES CONTRACT between the SELLER and the CLIENT at any time.

It is specified that DECATHLON EXPERIENCE is not bound by any form of exclusivity in favor of the SELLER.

**1.2** The SELLER agrees to use the MARKETPLACE solely for the purpose defined in the CONTRACT and to refrain from bypassing, directly or indirectly, the services provided by DECATHLON EXPERIENCE, particularly to reduce the amounts owed to DECATHLON EXPERIENCE for using the MARKETPLACE SERVICE. In any case, the SELLER agrees to use the MARKETPLACE SERVICE in compliance with all applicable laws.

## **ARTICLE 2: CONTRACTUAL DOCUMENTS**

**2.1** The contractual documents referenced are as follows:

1. The CONTRACT, as defined in the preliminary article;
2. The PURCHASE ORDER;
3. Any DEROGATORY CONDITIONS, if applicable;
4. Any contracts for ADDITIONAL SERVICES.

**2.2** The MARKETPLACE TERMS OF USE (CGU) are available on the Decathlon Travel PLATFORM and are an integral part of the CONTRACT. The SELLER acknowledges having read these MARKETPLACE TERMS OF USE and agrees to comply at all times with the obligations incumbent upon them in relation to CLIENTS. It is specified that the CGU may be modified by DECATHLON EXPERIENCE, which will notify the SELLER in the event of significant changes affecting the SELLER.

**2.3** Pursuant to Article 3, section 2 ("GENERAL CONDITIONS") of EU Regulation 2019/1150 promoting fairness and transparency for business users of online intermediation services, DECATHLON EXPERIENCE will notify the SELLER of any changes to the CONTRACT on a durable medium.

Such changes will not take effect until after a reasonable notice period, which will not be less than fifteen (15) days from the date of notification.

The notice period may be extended, if necessary, to allow the SELLER to make the technical or commercial adjustments required to comply with the changes. The absence of written opposition from the SELLER to these changes will be considered an express acceptance. Consequently, in this case, the proposed changes will take effect after the notice period.

In the event of the SELLER's refusal of the proposed changes, they may terminate the CONTRACT by notifying DECATHLON EXPERIENCE in writing, either:

- (i) by respecting the conditions and notice period set forth in Article 3 of this CONTRACT, or
- (ii) during the notice period for the changes, by providing a minimum notice of fifteen (15) days. If the end of the notice period for the changes is less than fifteen (15) days, the SELLER's termination will take effect at the end of the notice period for the changes.

The notice period for changes does not apply when DECATHLON EXPERIENCE:

- a) Is subject to a legal or regulatory obligation to amend the CONTRACT in a manner that prevents adherence to the notice period;
- b) Must exceptionally amend the CONTRACT to address unforeseen and imminent danger to protect the MARKETPLACE, CLIENTS, or SELLERS from fraud, malware, spam, data breaches, or other cybersecurity risks.

Non-essential changes to the CONTRACT, such as editorial adjustments or changes that do not alter the content or meaning of the CONTRACT or that are not detrimental to the SELLER, may be made at any time without prior notice to the SELLER.

### **ARTICLE 3: TERM OF THE CONTRACT**

The CONTRACT takes effect upon acceptance by the SELLER and is concluded for an indefinite duration.

Each PARTY may terminate the CONTRACT at any time, without compensation, by notifying the other PARTY on a durable medium and observing a minimum notice period of thirty (30) days, unless an exception is granted to the SELLER by this CONTRACT or required by law.

For any termination initiated by DECATHLON EXPERIENCE, the company will comply with Article 4, "Restriction, Suspension, and Termination," of EU Regulation 2019/1150 promoting fairness and transparency for business users of online intermediation services.

During the notice period, both PARTIES must continue to fulfill their obligations under the CONTRACT. At the end of this period, they agree to finalize ongoing transactions and honor confirmed orders placed prior to the termination date of the CONTRACT. The SELLER commits to completing all services as stipulated in this CONTRACT.

During this period, the MARKETPLACE SERVICE will be suspended for the SELLER, and the platform will no longer be accessible to them, except for services necessary to fulfill contractual obligations for ongoing orders. During and after the notice period, the PRODUCT SHEET will no longer be visible to CLIENTS.

Without prejudice to the provisions concerning notice periods, the PARTY intending to terminate the CONTRACT will make every effort to provide prior notice, including via email, to the other PARTY of their intention.

### **ARTICLE 4: MARKETPLACE SERVICE USAGE, REMUNERATION, AND PAYMENT TERMS**

#### **4.1 Use of the TECHNICAL SOLUTION and the MARKETPLACE**

DECATHLON EXPERIENCE provides the SELLER with a matchmaking service that connects CLIENTS to the SELLER, enabling sales through access to the MARKETPLACE.

In return for this MARKETPLACE SERVICE, DECATHLON EXPERIENCE receives a remuneration from the SELLER, consisting of a 20% commission (excluding VAT) on the total inclusive price (TTC) of each PRODUCT sale made by the SELLER on the MARKETPLACE (hereinafter the "COMMISSION").

It is specified that this remuneration covers only DECATHLON EXPERIENCE's MARKETPLACE SERVICE and access to the TECHNICAL SOLUTION.

#### **4.2 ADDITIONAL SERVICES**

Any ADDITIONAL SERVICE will be subject to specific remuneration, as defined in an ADDITIONAL SERVICE contract or terms.

#### **4.3 Payment**

Once payment is made by the CLIENT through the payment solution provided by the

payment service provider selected by DECATHLON EXPERIENCE, the amounts paid by the CLIENT are collected by DECATHLON EXPERIENCE on behalf of the SELLER.

- If the CLIENT purchases a PRODUCT more than 30 days before the CHECK-IN date, they pay a 30% deposit and the remaining balance 30 days before the CHECK-IN date.
- If the CLIENT purchases a PRODUCT less than 30 days before the CHECK-IN date, the full amount of the PRODUCT is due at the time of purchase.

To facilitate payment flow management, the SELLER agrees that the COMMISSION will be automatically deducted from the amounts collected.

The SELLER can choose their payment date from DECATHLON EXPERIENCE between the following two options, which will be indicated in the PURCHASE ORDER:

1. Payment during the first half of the month of the CLIENT's CHECK-IN;
2. Payment no later than the 15th day of the month following the CLIENT's CHECK-IN.

Additionally:

- If the CLIENT cancels the booking up to 30 days before the CHECK-IN date, they are refunded the full amount of their order, and no cancellation fees will be charged by the SELLER.
- If the CLIENT cancels less than 30 days before the CHECK-IN date, the SELLER's GENERAL TERMS AND CONDITIONS OF SALE apply.

DECATHLON EXPERIENCE will handle this process, managing all necessary adjustments and compensations between amounts.

## **ARTICLE 5: REFERENCING CONDITIONS AND ESSENTIAL OBLIGATIONS**

### **5.1 Access Conditions and Essential Obligations for MARKETPLACE SERVICE Access**

The conditions for accessing the MARKETPLACE SERVICE, as well as the essential and determining obligations for the SELLER, will be defined in this section (details to follow).

To benefit from the MARKETPLACE SERVICE, the SELLER must meet the following conditions and obligations from the start and throughout their use of the MARKETPLACE SERVICE:

- Act as a professional as defined by applicable laws and regulations;
- Acknowledge and accept the CONTRACT and the MARKETPLACE TERMS OF USE (CGU);
- Pass the ethical evaluation conducted by DECATHLON EXPERIENCE, with criteria primarily focused on environmental respect and contribution to the local economy;

- Be duly registered with French tax authorities and obtain a VAT identification number for SELLERS based in FRANCE;
- Hold all necessary authorizations and rights to offer and sell PRODUCTS on the MARKETPLACE, including all CONTENT related to their PRODUCTS, comply with applicable laws and regulations, and be able to provide proof of compliance to DECATHLON EXPERIENCE. This includes, where applicable:
  - Registration with the travel and holiday operator registry,
  - Validity of financial guarantees covering insolvency,
  - Insurance coverage for civil liability related to operating as a travel operator.

These conditions are ESSENTIAL CONDITIONS, without which DECATHLON EXPERIENCE would not have entered into the CONTRACT.

### 5.2 SELLER Selection Criteria

To uphold its brand image, reputation, and commitment to exceptional client satisfaction, DECATHLON EXPERIENCE seeks to offer the best client experience and top-quality offers on the MARKETPLACE.

To ensure coherence in the overall catalog of offers presented to CLIENTS and capitalize on the image and reputation of the DECATHLON GROUP, SELLERS are selected by DECATHLON EXPERIENCE based on an evaluation of the following objective criteria, which the SELLER agrees to maintain throughout the contractual relationship:

- Compliance with the conditions listed in Article 5.1 above;
- Be a creator of local trips, an expert in the region and its sports activities;
- Offer stays that are well-established and already recommended by clients;
- Provide stays where at least 30% of the program is dedicated to sports activities;
- Offer services, equipment, and expertise of recognized quality;
- Provide services accessible in terms of price, based on market research and sports level requirements;
- Guarantee services in French and provide customer service in French;
- Share DECATHLON EXPERIENCE's ambition to promote responsible tourism from an economic, social, and environmental perspective;
- Respond to all client inquiries within 48 hours of receipt;
- Maintain a dedicated customer service team to ensure the proper execution of this contract;
- Ensure that PRODUCTS are complementary to the existing offer;
- Refrain from applying additional fees post-booking (e.g., administrative fees) unless these correspond to additional services.

### **Prohibited Practices:**

The SELLER must refrain from:

- Displaying the URL of their website on the MARKETPLACE, particularly on PRODUCT SHEETS;
- Damaging DECATHLON's brand image or the MARKETPLACE's reputation in any way.

Based on the conditions outlined above, DECATHLON EXPERIENCE reserves the right to accept or reject any SELLER's request for inclusion on the MARKETPLACE.

## **ARTICLE 6: FREEDOM TO SET PRODUCT PRICES**

**6.1** The SELLER retains full freedom to set the sale prices of their PRODUCTS, in compliance with the CONTRACT and applicable regulations.

**6.2** The price set by the SELLER and displayed in Euros, inclusive of all taxes (TTC), for each PRODUCT sold on the MARKETPLACE is binding, particularly with respect to CLIENTS. Consequently, any sales made by the SELLER at an incorrect price will remain enforceable against the SELLER.

## ARTICLE 7: PRESENTATION OF THE SELLER, PRODUCTS, CONTENT, AND RANKING

### 7.1 Presentation of the SELLER, PRODUCTS, and CONTENT

DECATHLON EXPERIENCE is committed to maintaining a high-quality MARKETPLACE. A consistent presentation in accordance with specifications defined by DECATHLON EXPERIENCE is essential to ensure a high level of CLIENT satisfaction.

To this end, the SELLER is required to create PRODUCT SHEETS and CONTENT that comply with the specifications outlined by DECATHLON EXPERIENCE and the requirements detailed in the CMS, which must be used by the SELLER to list their PRODUCTS on the MARKETPLACE.

These PRODUCT SHEETS and CONTENT are contractually binding with respect to CLIENTS.

The SELLER must ensure that their PRODUCT SHEETS are always comprehensive, up to date, and available in French, guaranteeing continuous CLIENT satisfaction and compliance with applicable laws and regulations, particularly those related to tourism.

The SELLER guarantees that the data regarding PRODUCTS, including availability and stock levels (especially for Grouped Individual Offers (GIR)), is always accurate. In the event of any changes to their circumstances or a PRODUCT's details, the SELLER agrees to inform DECATHLON EXPERIENCE without delay via email at **serviceclient@decathlontravel.com** or update the information in the CMS.

Additionally, the SELLER must clearly identify themselves to CLIENTS as acting as a professional, independent of DECATHLON EXPERIENCE. They must provide all legally required information necessary for an online purchase of a tourism service, including the SELLER'S TERMS AND CONDITIONS OF SALE (CGV) and, where applicable, the information stipulated in Articles L.211-9 and R.211-4 of the French Tourism Code. The SELLER must also ensure that their PRODUCT SHEETS, through the transmission of information to DECATHLON EXPERIENCE, include updated information regarding their legal status (corporate name, registered office address, company identification details) and keep DECATHLON EXPERIENCE informed of any changes.

The SELLER is prohibited from using a visible seller name that could mislead CLIENTS, infringe on trademarks, or otherwise conflict with public decency, ethics, or the values of the DECATHLON GROUP.

The SELLER bears sole responsibility for the accuracy of the information and CONTENT they provide and as it appears on the MARKETPLACE. They agree to regularly verify the accuracy of the information submitted and CONTENT published on the MARKETPLACE to ensure that the CONTENT corresponds precisely to the PRODUCTS offered and complies with all legal and regulatory requirements pertaining to these PRODUCTS.

## **7.2 Ranking of PRODUCTS**

In accordance with Article L 121-3 of the French Consumer Code, as amended by Ordinance No. 2021-1734 of December 22, 2021, on the provision of information regarding the parameters determining the ranking of products, PRODUCTS are presented to the CLIENT based on the classification parameters defined below.

By default, the PRODUCTS offered on the DECATHLON TRAVEL site are categorized into general categories such as:

- Destinations (Africa, America, Asia, Europe, France, Middle East, Oceania)
- Sports (mountaineering, bushcraft, canyoning, climbing, sliding sports, golf, kayaking and canoeing, multi-summer activities, diving and snorkeling, hiking and trekking, horseback riding, trail running, cycling, yoga, skiing, and winter sports)
- Inspire Me: a category grouping trips by type (join a group of travelers, last-minute trips, low-carbon trips, short-duration trips, solidarity trips, best-seller trips, family sports stays)

These categories may change depending on the time of year or season.

Within the "Sports" category, the standard ranking rules for offers are based on the following criteria (ranked in order of importance) and recalculated every fifteen days:

- The "conversion rate" of the trip, calculated by dividing the number of conversions (bookings for a trip) by the total number of interactions with an ad (number of pages visited out of 100) over a given period.
- Availability of the trip.
- Geographic proximity (trips in France and Europe benefit from a higher ranking).
- New arrivals.

Thus, the more popular a trip is and the more sales it generates relative to page visits, the higher its ranking will be. As a result, the twelve trips with the best scores receive a better ranking.

Some trips are marked as "Best Sellers": these are offers with the highest scores calculated based on a weighting of several elements, including the total number of trip sales and traffic generated by the trip. The "Best Sellers" category informs the CLIENT about the most in-demand trips.

In the event of a tie in scores between two trips, secondary criteria are applied. These criteria are not weighted and include:

- New arrivals: DECATHLON EXPERIENCE values diversity and innovation, ensuring at least one new trip is included among the top twelve trips with the highest scores.
- Trip duration: A secondary criterion ensures the inclusion of at least one short-duration trip within the top twelve trips with the highest scores.
- Trip difficulty: We ensure that the top twelve trips include options suitable for both beginners and experienced participants.
- Trip price: We ensure that the top-ranked trips include at least one trip priced below €800 (inclusive of all taxes).
- Geographic location: We take the location of the trips into account, prioritizing those in France and Europe.

Within the "Destinations" category, the subcategories are arranged alphabetically, and the trips listed follow the standard ranking rules for offers, namely the conversion rate and trip availability, as described above for the "Sports" category.

Within the "Inspire Me" category, the subcategories vary depending on annual events, and some subcategories may only be available for a limited period. Trips within these subcategories follow the standard ranking rules for offers, namely the conversion rate and trip availability, as described above for the "Sports" category.

On certain occasions (key sales periods, seasonality, new arrivals, events, etc.), certain categories, subcategories, or types of PRODUCTS may be prioritized for a specific period.

The CLIENT can search for trips through these categories, which include subcategories and filtering options. When the CLIENT selects these categories and subcategories, trips are presented by default according to an algorithm that prioritizes best sellers, product availability, and the number of views on the trip's page.

Additionally, DECATHLON EXPERIENCE may prioritize specific PRODUCTS in the ranking. These PRODUCTS are offered by partners who have either signed a privileged partnership with DECATHLON EXPERIENCE or benefited from an ADDITIONAL SERVICE related to sponsorship provided by DECATHLON EXPERIENCE. This preferential ranking is justified by economic and commercial considerations, including the existence of remuneration for this preferential ranking, which will be disclosed alongside the relevant offers in compliance with legal obligations related to the MARKETPLACE.

The CLIENT can modify this ranking on the results page by refining their search with a different sorting criterion, such as:

- Departure date
- Departure flexibility
- Number of travelers
- Sport
- Destination

- Duration
- Budget
- Level
- Ideal travel period
- Theme

## **ARTICLE 8: SALE OF PRODUCTS**

### **8.1 SALES CONTRACT**

The SALES CONTRACT governs the sale of PRODUCTS by the SELLER to CLIENTS. The SELLER must ensure that their SELLER TERMS AND CONDITIONS (CGV) are always accessible to CLIENTS and include all information required by French laws and regulations. The SELLER must also provide their CGV to DECATHLON EXPERIENCE to fulfill this obligation. Additionally, in accordance with applicable regulations, the SALES CONTRACT must be sent to the CLIENT on a durable medium and include all mandatory information as required by law.

It is reiterated that transactions conducted by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CLIENT. DECATHLON EXPERIENCE acts solely as an intermediary facilitating the connection between supply and demand and cannot be held responsible for CONTENT uploaded by the SELLER or for disputes arising from transactions between the SELLER and the CLIENT. Consequently, DECATHLON EXPERIENCE is not a party to the contract between the SELLER and the CLIENT at any time.

### **8.2 ORDERS**

Orders are placed directly by the CLIENT with the SELLER. The SELLER is responsible for all orders placed and undertakes to fulfill them in accordance with the SALES CONTRACT, including the SELLER'S TERMS AND CONDITIONS (CGV), and in compliance with applicable laws and regulations. The CMS and CRM enable the SELLER to receive and manage CLIENT orders.

### **8.3 Payment**

PRODUCTS will be paid for by the CLIENT exclusively through the payment methods available on the MARKETPLACE.

DECATHLON EXPERIENCE, acting as a payment agent for the Payment Service Provider (PSP), will collect the amounts paid by CLIENTS on behalf of the SELLER in exchange for the sale of a PRODUCT, which the SELLER accepts.

The SELLER is also informed that DECATHLON EXPERIENCE may, at its sole discretion, implement any measures it deems necessary to recover unpaid amounts and manage fraud. DECATHLON EXPERIENCE may also suspend or decline to process any order deemed fraudulent for analysis.

#### 8.4 Payment to the SELLER

Once collected, the amounts paid by CLIENTS will be transferred to the account of DECATHLON EXPERIENCE.

For this purpose, the SELLER grants DECATHLON EXPERIENCE a mandate to collect the price of orders from CLIENTS. This collection mandate is governed by the provisions of Articles 1984 et seq. of the French Civil Code under a perfect representation framework and constitutes, with respect to CLIENTS, a payment instruction under Article 1239 of the French Civil Code.

Under this mandate, DECATHLON EXPERIENCE may collect the amounts paid on behalf of and for the account of the SELLER to subsequently transfer them to the SELLER in a dedicated account opened with a banking institution, isolating these funds from its own assets.

DECATHLON EXPERIENCE is prohibited from using the funds collected on behalf of the SELLER for its own benefit before offsetting the amounts owed under the CONTRACT.

The SELLER expressly waives any claim to the benefits (such as interest or other gains) that may accrue from the temporary holding of amounts collected during the MARKETPLACE SERVICE. The mandate is strictly limited to the collection of amounts received on behalf of the SELLER.

Following CLIENT payment and in accordance with Article 4.3 of this CONTRACT, the SELLER may choose the date for their payment from DECATHLON EXPERIENCE between the two options listed below, as indicated in the PURCHASE ORDER:

- Payment during the first half of the CLIENT's CHECK-IN month;
- Payment no later than the 15th day of the month following the CLIENT's CHECK-IN.

Once the TRANSACTION IS FINAL, the collected amounts will be transferred by DECATHLON EXPERIENCE to the SELLER's account. To streamline payment flow management, the SELLER agrees that the COMMISSION will be automatically deducted from the collected amounts. DECATHLON EXPERIENCE will ensure this process.

At the beginning of each month, DECATHLON EXPERIENCE will issue an invoice for the commissions due by the SELLER. By the 15th day of each month, DECATHLON EXPERIENCE will transfer the remaining balance owed to the SELLER.

#### 8.5 Placing an Order by the CLIENT

The CLIENT views the PRODUCT on the platform and has access to the mandatory pre-contractual information required under the French Consumer Code, as entered by the SELLER via the CMS or provided to DECATHLON EXPERIENCE for online publication. The CLIENT pays the order amount through the payment interface on the PLATFORM. The order becomes final when DECATHLON EXPERIENCE receives the total order amount or the 30% deposit at the time of booking.

The SELLER has seventy-two (72) business hours to confirm to the CLIENT the validation of all components of the PRODUCT package as outlined in the quotation. If no response is provided by the SELLER within this timeframe, the order will be considered confirmed as presented by DECATHLON EXPERIENCE.

Once the order is confirmed, if the CLIENT wishes to modify or cancel it, they must contact the SELLER, who will respond through the CRM.

If the confirmed order cannot be fulfilled by the SELLER, they must notify DECATHLON EXPERIENCE by any means and without delay, at the latest fifteen (15) business days before the start date of the tourism service. The SELLER is required to propose an alternative solution to the CLIENT, equivalent to the original order, and obtain the CLIENT's consent before confirming the modification. If the CLIENT refuses the alternative solution proposed by the SELLER, the order will be considered canceled by the SELLER, and the CLIENT will be refunded according to the terms outlined below.

#### 8.6 Cancellation

In the event of order cancellation, the cancellation terms outlined in the SELLER's general terms and conditions, as provided to the CLIENT, and in all cases the applicable French legislation, will apply.

In any case, the Commission owed to DECATHLON EXPERIENCE remains applicable to the amount paid to the SELLER after applying the SELLER's cancellation fees.

#### 8.7 Customer Service

##### 8.7.1 Pre-Sales Customer Service

The Parties agree that DECATHLON EXPERIENCE's customer service will provide, via phone, email, and/or chat, pre-sales support on behalf of the SELLER to CLIENTS seeking additional information about the PRODUCT(S).

To facilitate this, the SELLER agrees to ensure the quality and completeness of each PRODUCT SHEET and to provide DECATHLON EXPERIENCE with all information related to the characteristics of the PRODUCTS they deem necessary.

DECATHLON EXPERIENCE's customer service does not commit to any performance or sales outcomes when providing advice.

If information is missing, DECATHLON EXPERIENCE will request it in writing from the SELLER, who agrees to respond to DECATHLON EXPERIENCE or directly to the CLIENT within three (3) business days of the request.

##### 8.7.2 Post-Sales Customer Service

For any other claims or client disputes, if the CLIENT contacts DECATHLON EXPERIENCE, DECATHLON EXPERIENCE will reach out to the SELLER to gather their position and the solution they wish to provide to the CLIENT. It is noted that the SELLER remains independent in determining their commercial policy, within the limits imposed by applicable regulations.

The SELLER agrees to provide a response to the CLIENT within a maximum of three (3) business days from the request by DECATHLON EXPERIENCE or the CLIENT.

The SELLER must be able to respond in French.

It is reiterated that transactions conducted by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CLIENT. DECATHLON EXPERIENCE remains a third party to these transactions, acting solely as an intermediary facilitating the connection between supply and demand.

In this regard, unless the SELLER provides evidence that the dispute is attributable to a fault of DECATHLON EXPERIENCE, the SELLER is solely responsible for resolving any disputes with CLIENTS.

Nevertheless, to ensure a high level of quality in responses to CLIENTS, the SELLER agrees to:

- Interact with the CLIENT through the MARKETPLACE SERVICE, specifically via the CRM.
- Make every effort to achieve a satisfactory and amicable resolution tailored to the CLIENT's needs.
- Provide this resolution within thirty (30) business days from the CLIENT's complaint.

In any case, and in accordance with Article L.211-17-1 of the French Tourism Code, the SELLER agrees to fulfill their obligation to assist CLIENTS in difficulty during their journey.

## **ARTICLE 9: SELLER EVALUATION AND REVIEWS**

### **9.1 CLIENT Reviews**

CLIENTS will have the opportunity to evaluate the SELLER and their PRODUCTS. These reviews will be made public on the MARKETPLACE. The SELLER authorizes DECATHLON EXPERIENCE to respond, if necessary, to these reviews and evaluations. To this end, the SELLER agrees to assist DECATHLON EXPERIENCE upon express request.

The SELLER expressly prohibits any practice, direct or indirect, aimed at posting fake reviews or altering genuine reviews on the MARKETPLACE for their PRODUCTS or any PRODUCT sold by a third party.

DECATHLON EXPERIENCE's review policy, particularly regarding the review verification process and ranking, is available on the PLATFORM at <https://www.decathlontravel.com/info/charte-de-publication-des-avis-des-voyageurs-7.html>.

### **9.2 Performance Indicators for SELLERS and PRODUCTS**

To maintain its reputation for quality, its renown, and its excellent client satisfaction worldwide, where the DECATHLON GROUP is present, DECATHLON EXPERIENCE aims

to offer the best sports and leisure-related trips and the best client experiences on the MARKETPLACE.

In this context, the SELLER agrees to consistently adhere to the performance indicators applicable to SELLERS, as outlined in Appendix 1.

## **ARTICLE 10: INTELLECTUAL PROPERTY**

### **10.1 Concerning PRODUCTS**

The SELLER declares and guarantees that they hold all industrial and intellectual property rights to the PRODUCTS or, if applicable, the necessary authorizations for their presentation and sale on the MARKETPLACE.

The SELLER guarantees that the PRODUCTS do not infringe, in whole or in part, on third-party rights, including but not limited to copyrights, trademarks, design or model rights, patent rights, and more generally, any other proprietary rights.

The SELLER declares and guarantees that they hold sufficient rights to present and market the PRODUCTS in France and on the MARKETPLACE.

The SELLER declares that they are not bound by any contractual obligation, including but not limited to selective or exclusive distribution agreements, that would restrict or prohibit the offering of PRODUCTS on the MARKETPLACE.

The SELLER agrees to provide proof of their rights to DECATHLON EXPERIENCE upon signing this agreement or upon request. In any case, the SELLER guarantees that they have fulfilled all obligations owed to the rights holders of the PRODUCTS they offer on the MARKETPLACE.

In the event of a dispute or claim by a third party regarding intellectual or industrial property rights concerning a listing on the MARKETPLACE, the SELLER must inform DECATHLON EXPERIENCE in writing without delay.

If DECATHLON EXPERIENCE is held liable in a claim or legal action based on third-party intellectual or industrial property rights, the SELLER agrees to collaborate with DECATHLON EXPERIENCE in formulating a defense strategy. The SELLER undertakes to cover all costs related to defending DECATHLON EXPERIENCE's interests.

### **10.2 Regarding CONTENT Uploaded by the SELLER**

All CONTENT, which may be subject to property, intellectual property, image, or other proprietary rights, remains the property of the SELLER, subject to the limited rights granted to DECATHLON EXPERIENCE under the license defined below.

The SELLER acknowledges, agrees, and guarantees that they hold all rights and necessary authorizations for the use of their CONTENT on the MARKETPLACE, in compliance with

applicable laws and rights, including intellectual property, image rights, contracts, or other agreements.

The SELLER agrees to provide proof of their rights to DECATHLON EXPERIENCE upon acceptance of this agreement or upon request. In any case, the SELLER guarantees that they have fulfilled all obligations owed to the rights holders of the CONTENT they use on the MARKETPLACE.

The SELLER understands that by publishing CONTENT on the MARKETPLACE, they assume the legal responsibility of a content publisher.

By making their CONTENT accessible on the MARKETPLACE, the SELLER grants DECATHLON EXPERIENCE a free license for intellectual property rights related to the CONTENT, including but not limited to copyright, trademarks, designs and models, and patents. This license includes the rights to display, reproduce, and adapt the CONTENT for the purposes of this CONTRACT or for advertising and promotional activities. This license is limited to the duration of the CONTRACT and applies to France only.

It is agreed between the PARTIES that DECATHLON EXPERIENCE may sublicense these rights to subcontractors, service providers, and affiliates as needed for the purposes of this CONTRACT.

### 10.3 Intellectual Property of DECATHLON EXPERIENCE

The elements of the MARKETPLACE and CONTENT published and integrated by DECATHLON EXPERIENCE on the MARKETPLACE are protected under intellectual property rights, including but not limited to copyrights, designs and models, trademarks, domain names, patents, know-how, software, or databases, and remain the property of DECATHLON EXPERIENCE.

The SELLER acknowledges that these intellectual property rights will remain the exclusive property of DECATHLON EXPERIENCE.

**Regarding CONTENT published by DECATHLON EXPERIENCE**, DECATHLON EXPERIENCE grants the SELLERS a limited, non-exclusive, revocable license, without sublicensing rights, for simple access, browsing, and use related to the MARKETPLACE. This license does not grant the SELLERS any other rights, particularly no rights to commercially exploit CONTENT published by DECATHLON EXPERIENCE or any CONTENT published by third parties.

Any reproduction, representation, modification, or adaptation, in whole or in part, of the MARKETPLACE or any elements within or incorporated into it, is strictly prohibited.

### ARTICLE 11: MANAGEMENT OF PERSONAL DATA

Each PARTY commits to processing Data in compliance with applicable Data Protection Regulations.

The PARTIES process each other's Data as separate data controllers, as defined by applicable Data Protection Regulations. The SELLER is informed of the processing of their Data by DECATHLON EXPERIENCE through the privacy policy available at the provided address.

Regarding CLIENT Data: DECATHLON EXPERIENCE and the SELLER recognize that they act as joint controllers within the meaning of the General Data Protection Regulation (GDPR).

The joint processing includes the following operations:

1. DECATHLON EXPERIENCE collects and transmits CLIENT Data to the SELLER, including:
  - Names, surnames, and booking-related information (dates, number of persons, ages, etc.).
  - Email address and phone number for commercial use strictly within the context of the sale conducted via DECATHLON EXPERIENCE.
2. All such data remains the property of DECATHLON EXPERIENCE and must not be used by the SELLER for purposes outside the partnership with DECATHLON EXPERIENCE. DECATHLON EXPERIENCE informs CLIENTS of the transfer of their Data to the SELLER, who is then responsible for notifying CLIENTS about the processing of their Data in the context of indirect Data collection. DECATHLON EXPERIENCE determines the means of Data collection from CLIENTS. The SELLER determines the purposes of this processing for the delivery of the Tourism Service.

Both PARTIES respect CLIENT rights regarding their Data. Should an individual exercise their rights with one PARTY, that PARTY must inform the other PARTY promptly to provide a unified response to the CLIENT. The SELLER commits to providing accurate contact details to ensure the management of such requests for rights exercise. These contact details and management procedures must be disclosed to the affected individuals.

Furthermore, each PARTY implements all security measures required by applicable Data Protection Regulations. DECATHLON EXPERIENCE is specifically responsible for security measures related to the collection and transmission of CLIENT Data. The SELLER is responsible for security measures related to the storage and processing of Data in delivering the Tourism Service and managing commercial relationships with the CLIENT.

The SELLER is responsible for ensuring security and confidentiality in compliance with Data Protection Regulations, specifically:

- Exploiting and processing CLIENT Data in a manner that respects Data Protection Regulations.
- The SELLER agrees to inform the CLIENT about the duration of the retention of their data and to delete it after the service has been performed.

The SELLER is under no circumstances authorized to use, process, or archive this Data for any other purpose without obtaining the explicit consent of the CLIENTS (e.g., commercial solicitations).

In the event of Contract termination, as provided in the relevant article, each PARTY commits to deleting the other PARTY's Data while retaining only what is necessary to comply with their legal obligations. Regarding CLIENT Data, in the event of Contract termination or expiration for any reason, the SELLER may retain certain Data solely for the purpose of fulfilling legal and accounting obligations.

Upon becoming aware of a personal data breach, as defined by the Regulation, relating to the joint processing, the PARTIES agree to:

- Notify the other PARTY upon learning of the breach to keep them informed;
- Record the breach in a dedicated data breach register, including all the details specified below;
- Notify the competent supervisory authority within 72 hours of becoming aware of the breach, if there are risks to the individuals concerned;
- Notify the affected individuals without delay if there is a high risk to their rights.

These notifications will be carried out by the PARTY who first becomes aware of the breach.

Each PARTY must provide assistance and any necessary information to complete these notifications within the required timeframes.

The notifications must include the following details:

- The nature of the breach and the categories of data and individuals affected;
- Contact information for the relevant PARTY to obtain additional details;
- The consequences of the breach;
- The measures implemented to mitigate the breach's consequences.

The SELLER will be fully responsible for failing to comply with their obligations under this joint data processing agreement.

## **ARTICLE 12: TAX, SOCIAL, AND TOURISM LAW OBLIGATIONS**

The SELLER bears full responsibility for fulfilling all obligations under applicable current or future laws and/or regulations in their territory. The SELLER agrees to indemnify and hold DECATHLON EXPERIENCE harmless against any claims, losses, costs, fees, liabilities, damages, or injuries suffered by DECATHLON EXPERIENCE due to the SELLER's failure to properly fulfill their tax obligations.

The SELLER undertakes to carry out their transactions on the MARKETPLACE in compliance with VAT legislation. This includes, among other things, the timely issuance of VAT-compliant invoices to CLIENTS for transactions, fully adhering to applicable VAT laws. If the SELLER is notified by tax authorities of any infraction or investigation related to a

transaction on the MARKETPLACE, the SELLER must promptly inform DECATHLON EXPERIENCE and provide all relevant details surrounding the infraction or investigation.

If the SELLER is an individual, they agree to register with a commercial registry or a similar entity applicable to them as an independent professional or, at a minimum, to operate under a permitted regime.

DECATHLON EXPERIENCE does not and will not provide assistance related to VAT compliance requirements and cannot be held liable for any tax or accounting advice.

If requested by public authorities (local or European), DECATHLON EXPERIENCE will share all sales-related data (including, but not limited to, order data, sales data, and the origin of sold goods) for the period specified by the authorities.

The SELLER acknowledges that they are subject to the provisions of the Tourism Code and applicable European regulations. Consequently, the SELLER expressly guarantees that their PRODUCTS comply with French and European travel regulations, as well as any applicable local regulations. The SELLER commits to fulfilling all obligations arising from the applicable regulations to ensure that DECATHLON EXPERIENCE is not held liable.

In particular, the SELLER agrees to:

- Provide reception and on-site assistance to CLIENTS;
- Deliver a PRODUCT that fully matches the online description;
- Notify DECATHLON EXPERIENCE without delay and by any means of any difficulty or incident arising for any reason during the execution of their service;
- Indemnify DECATHLON EXPERIENCE against any claims by the CLIENT or third parties arising from the services included in the PRODUCT;
- Bear the costs of any resulting legal judgments or amicable settlements.

### **ARTICLE 13: OTHER OBLIGATIONS RELATED TO THE USE OF THE TECHNICAL SOLUTION AND THE MARKETPLACE SERVICE**

#### **13.1 Cooperation**

The SELLER agrees to cooperate with DECATHLON EXPERIENCE and ensure the cooperation of all its representatives.

Additionally, the SELLER agrees to report any errors encountered to DECATHLON EXPERIENCE as soon as possible and authorizes DECATHLON EXPERIENCE and its service providers to conduct tests to ensure the operability of the MARKETPLACE SERVICE and the MARKETPLACE.

#### **13.2 Backup**

The SELLER commits to performing the necessary backups of data, files, programs, documentation, and information of any kind made available to the TECHNICAL SOLUTION and/or DECATHLON EXPERIENCE, or to which the TECHNICAL SOLUTION and/or DECATHLON EXPERIENCE may have access.

### 13.3 Compliance with APIs

The SELLER agrees to use the APIs provided by the TECHNICAL SOLUTION and DECATHLON EXPERIENCE strictly in accordance with the documentation provided by the TECHNICAL SOLUTION and DECATHLON EXPERIENCE (excluding, for example, any use for testing services offered by DECATHLON EXPERIENCE). This documentation may be provided to the SELLER upon written request.

The SELLER agrees that their use of these APIs will not disrupt the SERVICE provided by DECATHLON EXPERIENCE.

### 13.4 Respect for the Intellectual Property of the TECHNICAL SOLUTION

The SELLER commits not to infringe, directly or indirectly, on the TECHNICAL SOLUTION. Specifically, the SELLER agrees not to:

- Attempt to copy, modify, reproduce, create derivative works, alter, mirror, republish, download, display, transmit, or distribute all or part of the TECHNICAL SOLUTION in any form, medium, or method;
- Attempt to disassemble, reverse-engineer, or otherwise deconstruct all or part of the TECHNICAL SOLUTION;
- Access all or part of the TECHNICAL SOLUTION to develop a competing solution;
- Access the TECHNICAL SOLUTION in the form of source code or unlocked code with comments;
- Use a robot, such as a spider, a search or retrieval application for websites, or any other method to extract or index all or part of the TECHNICAL SOLUTION.
- Attempt in any way to remove or circumvent any technical protection measures (TPMs).
- Use the TECHNICAL SOLUTION to provide services to third parties or sublicense, sell, lease, assign, distribute, display, disclose, commercially exploit, or make the TECHNICAL SOLUTION available to any third party in any other manner.

### 13.5 Access to the TECHNICAL SOLUTION

To use the CMS and generally access the TECHNICAL SOLUTION, the SELLER will receive personal credentials.

The SELLER is entirely and solely responsible for these credentials. The SELLER assumes full responsibility for any consequences resulting from the loss or fraudulent use of their credentials. The SELLER agrees to take all necessary measures to safeguard these credentials and ensure they are not disclosed to unauthorized third parties.

### 13.6 Access to CONTENT

The MARKETPLACE may host links to third-party websites, particularly in the context of matchmaking. By clicking on these links, the SELLER acknowledges that DECATHLON EXPERIENCE cannot guarantee the content of these sites and accepts accessing them at their own risk. Consequently, DECATHLON EXPERIENCE cannot be held liable for damages resulting from access to and/or use of the MARKETPLACE SERVICE, the MARKETPLACE, and the information it contains.

The SELLER is informed that DECATHLON EXPERIENCE may temporarily suspend access to the MARKETPLACE SERVICE and the MARKETPLACE for technical reasons, such as maintenance. The SELLER accepts these interruptions and waives any claims in this regard.

The SELLER's use of the MARKETPLACE SERVICE and the TECHNICAL SOLUTION implies acknowledgment and acceptance of the characteristics and limitations of Internet technology, including response times to consult or query the server hosting the MARKETPLACE, technical performance, risks of interruptions, and general risks associated with data transmission. Consequently, DECATHLON EXPERIENCE cannot be held liable for, including but not limited to:

- Any information on the MARKETPLACE not uploaded by DECATHLON EXPERIENCE;
- Any network malfunction preventing the proper functioning of the MARKETPLACE or the TECHNICAL SOLUTION;
- Any data loss;
- Any software malfunction;
- Any consequences of computer viruses, bugs, anomalies, or failures;
- Any damage caused to the SELLER's computer equipment.

### 13.7 Removal of CONTENT

As a hosting provider, DECATHLON EXPERIENCE cannot be held liable for activities or content stored on the MARKETPLACE. Consequently, DECATHLON EXPERIENCE is not required to exercise prior control over the quality, safety, accuracy, or legality of the CONTENT uploaded by the SELLER.

However, to comply with applicable regulations, DECATHLON EXPERIENCE, upon becoming aware of illegal CONTENT under the required conditions, will act promptly to remove or disable access to such CONTENT.

## **ARTICLE 14: COMPLIANCE AND ETHICS**

The SELLER agrees to operate in compliance with applicable laws and ethical standards. This includes respecting environmental and social regulations and adhering to DECATHLON EXPERIENCE's internal policies and ethical principles. Further details will be specified in this article.

### 14.1 Compliance with Applicable Laws

The SELLER declares and guarantees that they comply and will continue to comply with all national and international regulations regarding ethical and responsible behavior, including but not limited to: anti-corruption laws, trade restriction laws, human rights (including the French Duty of Vigilance law), prohibition of child labor and forced labor, anti-discrimination measures, environmental protection, sustainable development, and competition law.

### 14.2 Audit Rights

In the event of:

- A violation or suspected violation of this Compliance Clause;
- Misconduct attributed to the SELLER that implicates the SELLER's name and/or DECATHLON EXPERIENCE.

Throughout the term of this contract, the SELLER must, in compliance with applicable laws, cooperate and provide reasonable assistance to DECATHLON EXPERIENCE to allow an assessment of any potential or actual violation of the Compliance Clause (Article 14) or misconduct involving the SELLER's name and/or the DECATHLON GROUP in the media.

To this end, at DECATHLON EXPERIENCE's request or on the SELLER's own initiative, the SELLER will provide all relevant documents to DECATHLON EXPERIENCE.

### **ARTICLE 15: CONFIDENTIALITY**

The PARTIES agree, on their own behalf and on behalf of their agents, to keep confidential both the CONTRACT and all technical, commercial, strategic, or economic information, whether numerical or not, exchanged as part of their business relationship. This applies whether the information was obtained directly or indirectly, in writing or orally.

Accordingly, the PARTIES commit to:

- Not commercialize, publish, or disclose in any way, publicly or privately, or use for themselves or any third party, any confidential information.
- Not use confidential information for any purpose other than the needs of this CONTRACT.
- Not copy, reproduce, or duplicate any part of this confidential information in whole or in part.
- Ensure the security of such information by taking all measures deemed necessary, which must in any case be sufficient to maintain confidentiality.
- Require anyone with access to this information or any third party acting on their behalf in the context of this CONTRACT to comply with these provisions. In case of necessity, the PARTIES agree to have such individuals sign a confidentiality agreement aligned with this clause.

This confidentiality obligation remains valid throughout the business relationship between the PARTIES and beyond, for as long as the confidential information is not, in its entirety, freely accessible to the public without breaching a confidentiality obligation.

The following are not considered confidential information under this CONTRACT:

- Information for which a PARTY can prove prior knowledge before disclosure;
- Information that was or has become publicly accessible without breach of law or a contract by a third party;
- Information for which the concerned PARTY provides prior express written authorization for disclosure;
- Confidential information that does not allow identification of the PARTY it concerns is not considered confidential under this CONTRACT.

Disclosures required by a final and mandatory court decision are not deemed a breach, provided that the other PARTY is immediately notified, the disclosure is limited to the specific information requested, and the recipient is informed of the confidential nature of the disclosed information.

Additionally, the communication of information by DECATHLON EXPERIENCE within the DECATHLON GROUP, as listed in paragraph 1 of this CONTRACT, is not deemed a breach of confidentiality.

**ARTICLE 16: PARTIAL INVALIDITY - TOLERANCE - ENTIRETY OF THE CONTRACT - FORCE MAJEURE**

If one or more provisions of the CONTRACT are declared null or void by application of law, regulation, or a final judicial or administrative decision by a competent authority, the other provisions will retain their validity and enforceability.

The fact that one PARTY does not enforce a particular provision of the CONTRACT, whether permanently or temporarily, will not be construed as a waiver of that provision.

Neither PARTY shall be held liable for non-performance of the CONTRACT due to a case of force majeure. Force majeure refers to any event outside the control of the PARTIES, unpredictable, and preventing the execution of the CONTRACT in whole or in part.

In such a case, the execution of obligations between the PARTIES will be suspended until the impossibility of performance disappears, without the suspension entitling either PARTY to compensation.

**ARTICLE 17: INDEPENDENCE**

As an essential and determining condition for DECATHLON EXPERIENCE's consent to this CONTRACT, the SELLER agrees to strictly adhere to the following obligations:

The SELLER shall, under no circumstances, have the authority or power to bind or represent DECATHLON EXPERIENCE. They may not make any commitments on behalf of or for the account of DECATHLON EXPERIENCE. The SELLER agrees to refrain from any actions that could mislead CLIENTS or third parties in this regard, and shall not make any commitments or offer any guarantees on behalf of DECATHLON EXPERIENCE other than those expressly authorized by DECATHLON EXPERIENCE.

The SELLER shall never be considered an employee or agent of DECATHLON EXPERIENCE or any other legal entity represented herein by DECATHLON EXPERIENCE. This CONTRACT preserves the independence of the PARTIES and does not create any subordination or agency relationship.

The SELLER independently determines the actions required to successfully fulfill their obligations and achieve contractual objectives, provided that such actions align with the brand image of DECATHLON EXPERIENCE and the reputation for quality of the PRODUCTS.

The SELLER freely chooses their organizational structure (legal form, working methods, promotional strategies, etc.) and assumes all risks inherent to their personal activity. They must subscribe to an insurance policy under the conditions defined in Article 20 of this CONTRACT.

If the SELLER is an individual, they agree to register with the Trade and Companies Register, the registry of independent workers, or operate under an authorized regime.

The SELLER assumes sole responsibility for all costs related to the operation of their business and will personally handle any associated social and tax charges. The SELLER acknowledges that throughout their contractual relationship with DECATHLON EXPERIENCE, they alone bear the risk and responsibility for insufficient diversification of their clients and activities.

The SELLER will independently handle any claims or actions brought by their contractual partners due to insufficient clients upon the termination of the contractual relationship with DECATHLON EXPERIENCE, regardless of the cause. They agree to compensate DECATHLON EXPERIENCE for any harm suffered as a result of such claims or actions.

#### **ARTICLE 18: WARRANTIES AND RESPONSIBILITIES**

**18.1.** The SELLER guarantees DECATHLON EXPERIENCE compliance with all clauses of the CONTRACT, particularly the ESSENTIAL CONDITIONS.

In the event of non-compliance with these ESSENTIAL CONDITIONS, the SELLER agrees to indemnify DECATHLON EXPERIENCE. This indemnification will cover all direct and indirect damages suffered by DECATHLON EXPERIENCE.

**18.2.** The SELLER declares and guarantees that they possess sufficient rights to present and sell the PRODUCTS in France and on the MARKETPLACE.

They also declare that they are not bound by any contractual obligations (including, but not limited to, selective or exclusive distribution agreements) restricting or prohibiting the offering of PRODUCTS in France and on the MARKETPLACE.

The SELLER agrees to promptly inform DECATHLON EXPERIENCE in writing of any risks, actions, or claims related to the marketing of PRODUCTS, the publication of CONTENT, or any other matters that come to their attention.

**18.3.** Additionally, the SELLER indemnifies DECATHLON EXPERIENCE against any claims or lawsuits, of any nature, initiated by third parties concerning PRODUCTS and/or CONTENT.

In particular, the SELLER agrees to bear the costs of any consequences, directly or indirectly, resulting from third-party claims, including legal penalties, attorney fees, expert fees, advisory fees, costs for removing or modifying PRODUCTS and CONTENT, fines, destruction costs, and other irrecoverable expenses arising from these claims.

**18.4.** In cases where DECATHLON EXPERIENCE is pursued by a judicial or administrative authority under this article, the SELLER commits to providing assistance, including producing evidence to avoid liability.

DECATHLON EXPERIENCE reserves the right to call upon the SELLER for indemnification if the SELLER's liability is established under this article.

**18.5.** DECATHLON EXPERIENCE cannot be held liable for any damages suffered by the SELLER or third parties resulting directly or indirectly from the SELLER's, CLIENT's, or third party's non-compliance with obligations, improper use of PRODUCTS and/or CONTENT, or negligence.

DECATHLON EXPERIENCE's liability can only be engaged in cases of proven fault or negligence and is limited to direct damages, excluding any indirect damages such as loss of opportunity, profit, or business, harm to reputation or image, or loss of data.

In any event, except in cases of bodily harm, gross negligence, or willful misconduct, DECATHLON EXPERIENCE's liability is capped at the total amount of commissions received from the SELLER in the twelve (12) months preceding the damage.

**18.6.** For clarity, and in accordance with this Contract, DECATHLON EXPERIENCE acts solely as an intermediary between the CLIENT and the SELLER.

As such, DECATHLON EXPERIENCE cannot be held liable by the SELLER and/or CLIENT for matters arising from the relationship between the SELLER and the CLIENT.

The PARTIES acknowledge that the above liability limitations do not negate the essential obligations of each PARTY and are consistent with the objectives of this Contract.

**18.7.** To comply with this clause and the terms of the Contract, the SELLER declares they have obtained all mandatory and/or necessary insurance to cover the risks, consequences, and outcomes of their activities, including at minimum professional liability insurance.

Any potential limits, such as coverage caps, in these insurance policies will not be considered by DECATHLON EXPERIENCE as an acknowledgment of any limitation of the SELLER's liability.

## **ARTICLE 19: INSURANCE**

DECATHLON EXPERIENCE has obtained insurance to cover the consequences of civil liability that may arise from its actions.

This insurance only covers damages attributable to DECATHLON EXPERIENCE's own liability. Therefore, the SELLER must personally secure insurance for losses and/or damages caused to third parties due to their actions and/or the actions of their representatives, as well as risks arising from their activities or failure to fulfill their obligations under this Contract.

It is expressly agreed that PRODUCTS and the execution of the SALES CONTRACT with CLIENTS are the sole responsibility of the SELLER, who will bear all consequences of improper execution, ensuring that DECATHLON EXPERIENCE is not held liable.

The SELLER is responsible for obtaining necessary insurance policies for their activities, particularly for civil liability. The SELLER must provide DECATHLON EXPERIENCE with proof of insurance no later than the date of acceptance of this Contract. The SELLER agrees

to maintain this insurance throughout the duration of the Contract and to provide DECATHLON EXPERIENCE with updated proof of insurance in the event of any modifications to the policy.

The insured amounts cannot, under any circumstances, be considered by DECATHLON EXPERIENCE as an acknowledgment of any limitation of the SELLER's liability.

## **ARTICLE 20: SUSPENSION AND TERMINATION OF THE CONTRACT**

### **20.1. In Case of Non-Compliance with Performance Indicators by the SELLER**

To ensure a high-quality brand image, excellent client satisfaction, the best sports experiences, and the best CLIENT experience on the MARKETPLACE, the SELLER is required to comply with the performance indicators detailed in Appendix 1.

To guarantee these standards and maintain their level, DECATHLON EXPERIENCE provides support to SELLERS and enforces the following procedure for cases of non-compliance with Performance Indicators:

(1) Non-compliance with one (1) performance indicator:

In the event of non-compliance with one (1) performance indicator, DECATHLON EXPERIENCE will inform the SELLER during business reviews and/or via email, issuing a warning about the specific failing indicator.

The SELLER is required to commit to corrective actions. DECATHLON EXPERIENCE will support the SELLER in adapting their action plan to address the issue.

DECATHLON EXPERIENCE will grant the SELLER a probationary period of XX (months or weeks) from the date of the warning to implement the proposed action plan.

At the end of this period:

- If the SELLER fails to meet the required performance level or does not demonstrate significant improvement, DECATHLON EXPERIENCE may terminate this Contract without compensation.  
Any termination decision by DECATHLON EXPERIENCE must be notified to the SELLER in advance via email and/or registered letter, specifying the alleged breaches and obligations not fulfilled. The SELLER expressly accepts the validity and enforceability of termination notifications sent via email by DECATHLON EXPERIENCE. In the event of termination, a 30-day notice period will be observed.
- If the SELLER meets the required performance level or demonstrates significant improvement, the warning will be lifted.

(2) Non-compliance with multiple performance indicators:

If the SELLER fails to comply with (or ceases to comply with) at least two (2) of the performance indicators listed in Appendix 1, DECATHLON EXPERIENCE will have the right to terminate the Contract without compensation.

Any termination decision must be notified in advance to the SELLER via email and/or registered letter, specifying the alleged breaches and obligations not fulfilled. The SELLER

expressly accepts the validity and enforceability of termination notifications sent via email by DECATHLON EXPERIENCE. In the event of termination, a 30-day notice period will be observed.

### 20.2 Suspension or Temporary Withdrawal

In the event of a breach of the CONTRACT, applicable laws, or regulations, or in cases of lack of cooperation and/or loyalty, or if urgent action is needed to stop the SELLER's conduct, DECATHLON EXPERIENCE may suspend the SELLER's access to the MARKETPLACE SERVICE, in whole or in part, immediately and without compensation. DECATHLON EXPERIENCE must provide the SELLER with a written explanation of the reasons for the suspension at the time the suspension takes effect.

The SELLER has the right to contest the suspension or withdrawal decision and clarify the facts and circumstances with DECATHLON EXPERIENCE. Ongoing orders will not be suspended and must still be honored by the SELLER. The suspension of the SELLER's account will not pause invoicing or payments owed by the SELLER. Suspension or withdrawal will not entitle the SELLER to damages.

DECATHLON EXPERIENCE may take all or part of the SELLER's PRODUCTS offline to allow the SELLER to address the identified issues or propose suitable, clear, and effective measures to correct the deficiencies within a maximum of 30 days from the date of the suspension or withdrawal notification.

If, after this period, the SELLER has not corrected the deficiencies, demonstrated significant improvement, or proposed suitable measures, DECATHLON EXPERIENCE may terminate the CONTRACT.

Any termination decision must be notified in advance to the SELLER via email and/or registered letter, specifying the alleged breaches and obligations not fulfilled. The SELLER expressly accepts the validity and enforceability of termination notifications sent via email by DECATHLON EXPERIENCE. In the event of termination, a 30-day notice period will be observed.

### 20.3 Termination for Breach

In the event that one PARTY fails to fulfill one of its obligations under the CONTRACT, the CONTRACT may be terminated early, by operation of law and without compensation, by the other PARTY.

Any termination decision by DECATHLON EXPERIENCE must be notified to the SELLER in advance via email and/or registered letter, specifying the alleged breaches and the obligations not fulfilled. The SELLER expressly acknowledges the validity and enforceability of termination notifications sent via email by DECATHLON EXPERIENCE

### 20.4 Termination for Serious Breach or Critical Situation

DECATHLON EXPERIENCE may waive the 30-day notice requirement to terminate the SELLER's CONTRACT in the case of a serious breach or critical situation. This includes, but is not limited to, the following circumstances:

- DECATHLON EXPERIENCE is subject to a legal or regulatory obligation to terminate the CONTRACT in a manner that prevents adherence to the 30-day notice period.
- DECATHLON EXPERIENCE exercises a termination right for an imperative reason provided for under national law in compliance with European Union law.
- The SELLER has repeatedly violated one or more provisions of the CONTRACT, including but not limited to repeated or continuous non-compliance with one or more Performance Indicators.

Any termination decision by DECATHLON EXPERIENCE must be notified to the SELLER in advance via email and/or registered letter, specifying the alleged breaches and obligations not fulfilled. The SELLER expressly accepts the validity and enforceability of termination notifications sent via email by DECATHLON EXPERIENCE.

#### 20.5 Other Termination Scenarios

DECATHLON EXPERIENCE may terminate the CONTRACT early if exclusivity is granted to one or more SELLERS for specific categories of PRODUCTS, thereby entitling DECATHLON EXPERIENCE to delist some or all PRODUCTS offered by other SELLERS. Such a decision will be notified to the SELLER via email and/or registered letter, with a 30-day notice period provided.

#### 20.6 Effects of Termination

In the event of termination, for any reason, all of the SELLER's PRODUCT listings will be removed from the MARKETPLACE on the effective termination date.

The SELLER commits to completing any ongoing orders as of the termination date and fulfilling after-sales service obligations.

The SELLER remains liable for all amounts owed to DECATHLON EXPERIENCE up to the effective termination date, as well as any amounts arising thereafter from the execution of orders, including in the event of cancellations.

All licenses and rights granted by DECATHLON EXPERIENCE to the SELLER will immediately terminate on the effective date of termination.

In addition to payment obligations arising under the CONTRACT, provisions that are explicitly or implicitly intended to survive termination will remain in effect and continue to bind the PARTIES.

The termination of the CONTRACT, regardless of the reason, will not affect the application of the provisions of Article 18: Warranties and Responsibilities and Article 15: Confidentiality.

#### **ARTICLE 21: NON-TRANSFERABILITY AND INTUITU PERSONAE**

The intuitu personae nature of the CONTRACT constitutes an essential element of the relationship between DECATHLON EXPERIENCE and the SELLER.

Furthermore, the SELLER acknowledges and accepts, from the outset of their contractual relationship with DECATHLON EXPERIENCE, that the confidentiality obligations binding the PARTIES are a key factor in their mutual commitment.

DECATHLON EXPERIENCE may transfer the CONTRACT, including its rights, obligations, interests, or benefits, freely and with immediate effect, without the SELLER's consent, to any other entity within the DECATHLON GROUP, whether existing or not at the time of the CONTRACT's signing. This transfer must be communicated to the SELLER in writing.

## **ARTICLE 22: APPLICABLE LAW AND DISPUTE RESOLUTION**

The CONTRACT is governed by French law.

Any dispute relating to the execution and/or interpretation of the CONTRACT that cannot be resolved amicably will be submitted to the competent courts under the jurisdiction of the Paris Court of Appeal.

## ANNEXE 1: PERFORMANCE INDICATORS FOR SELLERS AND PRODUCTS

DECATHLON EXPERIENCE may apply Article 20 of the present contract if one or more of the following performance indicators are not met:

(Here, you would typically list the specific performance indicators such as sales targets, customer satisfaction, delivery times, etc.)

Criteria	Values		Since
If the partner's rating from the customer satisfaction survey	Is less than	3/5	Half of the site's average during the same period.
If the conversion rate of the products	Is less than		Since three (3) months after at least five (5) evaluated sales.
If the number of order lines from the SELLER with at least one incident (sending of quotes and/or client response >72h) divided by the total number of accepted order lines.	Is greater than	10%	The last three (3) months of activity, after at least ten (10) orders.
If the cancellation rate of stays by the partner (excluding weather / force majeure cases)	"Is greater than	10%	Since three (3) months after at least ten (10) sales.