

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


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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


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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:


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- 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.

A handwritten signature in blue ink, with the date '2026' written below it.

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.

Handwritten signature and date: 12/04/2021