MARKETPLACE SELLER CONDITIONS - EUROPE

MARKETPLACE SELLER CONDITIONS

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MARKETPLACE SELLER SPECIFIC CONDITIONS

MSSC - BELGIUM

MSSC - FRANCE

MSSC - GERMANY

MSSC - SPAIN

MSSC - THE NETHERLANDS

MSSC - ITALY

MSSC - THE UNITED KINGDOM

MSSC - PORTUGAL

MSSC - SWITZERLAND

MSSC - POLAND

MSSC - ROMANIA

MSSC - HUNGARY

MSSC - CZECH REPUBLIC

MSSC - IRELAND

MSSC - SLOVAKIA

MSSC - BULGARIA

MSSC - CROATIA

MSSC - SLOVENIA

MARKETPLACE SELLER CONDITIONS

INTRODUCTION

These MARKETPLACE SELLER CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM acting on its own behalf and on behalf of each SUBSIDIARY providing access to the MARKETPLACE and the MARKETPLACE SERVICE from its own website.

The DECATHLON GROUP, founded in 1976, specialises in the design and distribution of sports and leisure articles. As part of its business, the DECATHLON GROUP markets a range of products covering a wide variety of sports practices. The DECATHLON GROUP has confirmed its position over many years as a leading international sports retailer. The DECATHLON GROUP's brand and distribution network inspire a high-quality brand image. The DECATHLON GROUP today enjoys an international reputation.

To provide as many people as possible with access to the widest variety of sports and leisure articles, as well as benefits and services related to sports practice, DECATHLON, in collaboration with the SUBSIDIARIES has set up the MARKETPLACE and the MARKETPLACE SERVICE corresponding to the sports ethic and the values and interests of the DECATHLON GROUP. Through this platform, partner-sellers selected on quality criteria are put in contact with CUSTOMERS, to present and sell their PRODUCTS.

The SELLER sells sports and leisure products, as well as benefits and services related to sports practice. The Parties have come together to enable the SELLER, under the conditions set out below, to use the MARKETPLACE SERVICE to offer their PRODUCTS.

The AGREEMENT was proposed by DECATHLON and the SUBSIDIARIES to the SELLER in accordance with commercial practices.

The PARTIES declare that prior to entering into the AGREEMENT, they have exchanged any information which is a critical factor for their consent. The fact that the SELLER is recognised for the quality of its PRODUCTS, its know-how, professionalism and serious reputation is a critical factor in DECATHLON's commitment.

The AGREEMENT expressly excludes the application of any general terms and conditions of the SELLER to DECATHLON. The SELLER accepts the AGREEMENT as such and without reservations, and consequently waives any of their own general terms and conditions, even if they stipulate that they are solely applicable or a priority in relation to any other contracts.

This AGREEMENT supersedes any previous proposals, commitments, written or verbal agreements exchanged or entered into between the Parties in relation to the same subject matter.

PRELIMINARY ARTICLE: DEFINITIONS

Terms used in this AGREEMENT shall have the meaning given to them in this clause.

ADDITIONAL SERVICES: means all services rendered by DECATHLON and/or the SUBSIDIARIES to the SELLER in return for remuneration. These may include services related to the shipping of products, their storage, their promotion or, more generally, their marketing.

AGREEMENT: AGREEMENT means these MARKETPLACE SELLER CONDITIONS and the MARKETPLACE SELLER SPECIFIC CONDITIONS, its appendices, the DEROGATORY CONDITIONS and any subsequent amendments thereto. The AGREEMENT applies to the TERRITORY.

ANTI CORRUPTION LAWS: mean the French anti-corruption laws, including the Sapin II Law, and any other legally binding laws, regulations, legislation or measures (in connection with the prevention of corruption,

fraud or any other related or equivalent activity) having similar effects, as amended from time to time, to which the parties are or may be subject.

COMMERCIAL RESTRICTIONS: means all applicable (i) economic, financial, trade sanctions and restrictive and embargo measures, and (ii) applicable laws and regulations governing import and export controls, as amended from time to time, of France (including the Treasury Department), the European Union, the United Nations, the United States, the United Kingdom (including the Treasury Department or in any other jurisdiction to which the DECATHLON GROUP or the SELLER may be subject.

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

CUSTOMER(S): refers to any visitor or buyer on MARKETPLACE, the latter being in direct contractual relationship with the SELLER for browsing and, where relevant, purchasing the latter's PRODUCTS.

DECATHLON: refers to the company under header, which operates and proposes the MARKETPLACE SERVICE on its TERRITORY and that is mandated to allow the SELLER access to the MARKETPLACE SERVICE proposed and operated by the SUBSIDIARIES on their TERRITORY, defined on each MARKETPLACE SELLER SPECIFIC CONDITIONS.

DECATHLON GROUP: refers to DECATHLON SE and the companies and/or entities in which DECATHLON SE holds, directly or indirectly, at least 10% of the capital or voting rights and whose activity is directly related to the operational activities of DECATHLON (design/production/distribution/marketing of sports-related goods and services) and, on the other hand, the Affiliates, i.e. all companies and/or entities in which DECATHLON SE and/or SUBSIDIARIES have no participation, but which are bound to them by a supply or distribution agreement, and whether or not using a trade sign of the DECATHLON GROUP, such as franchisees, distributors, etc.

DECATHLON SE: European company registered in France, which registered office is located at 4 boulevard de Mons 59650 Villeneuve-d'Ascq, and registered under number 306 138 900 RCS Lille Métropole.

DEROGATORY CONDITIONS: Specific agreement with DECATHLON that may supplement or derogate from the MARKETPLACE SELLER CONDITIONS and/of the MARKETPLACE SELLER SPECIFIC CONDITIONS and the appendices.

FINAL TRANSACTION: refers to any sale carried out by the SELLER to a CUSTOMER which has not been returned or withdrawn, regardless of the reason, within maximum 21 business days from the shipment of the PRODUCT. As the case may be, this period of 21 business days stops running as soon as DECATHLON is notified on the INTERFACE that delivery has effectively occurred. In addition, this period may be amended by a subsidiary through the MARKETPLACE SELLER SPECIFIC CONDITIONS.

KEY REQUIREMENTS: means the obligations of the AGREEMENT that the SELLER undertakes to comply with at all times and without this list being limited to the obligations incumbent on the SELLER shown in particular in Articles 1.2 ; 2.2 ; 4 MARKETPLACE REMUNERATION ; 5 LISTING CONDITIONS, 5 CONDITIONS OF LISTING AND ESSENTIAL AND DECISIVE OBLIGATIONS OF THE SELLER, 7 PRESENTATION OF THE SELLER, PRODUCTS AND CONTENTS, 8 PRODUCT SALES AND FOLLOW UP, 9 INTELLECTUAL PROPERTY, 10 PERSONAL DATA MANAGEMENT, 11 FISCAL AND SOCIAL OBLIGATIONS, 12 OTHER OBLIGATIONS RELATED TO THE TECHNICAL SOLUTION, 13 ETHICS COMPLIANCE, 14 CONFIDENTIALITY, 15 REFERENCE, 17 INDEPENDENCE, 18 WARRANTIES AND RESPONSIBILITIES, 19 INSURANCE, 21 NON-ASSIGNABILITY INTUITU PERSONAE of the AGREEMENT, the appendices and the MARKETPLACE SELLER SPECIFIC CONDITIONS related to it.

MARKETPLACE: refers the online platform accessible from the internet site of each SUBSIDIARY, as defined in each MARKETPLACE SELLER SPECIFIC CONDITIONS, enabling the SELLER to establish contact with CUSTOMERS to make possible sales to CUSTOMERS by said SELLER.

MARKETPLACE CONTACT PERSON: means the person within DECATHLON and/or the SUBSIDIARIES who assists the SELLER through the MARKETPLACE and about the MARKETPLACE SERVICE.

MARKETPLACE CUSTOMER SERVICE: means the customer service, provided by each SUBSIDIARY for his TERRITORY and whose contact details are available on each platform listed in each MARKETPLACE SELLER SPECIFIC CONDITIONS, in order to answer questions from CUSTOMERS either (i) relating to the pre-sale of PRODUCTS, such as ordering procedures etc., either (ii) relating to the after-sales of PRODUCTS, as concerning the follow-up of orders in progress (modify or cancel an order, information on the shipment and/or the delivery of the order, return of products and after-service) sale), for example. The MARKETPLACE CUSTOMER SERVICE does not include repair services for SELLER's PRODUCTS, or any other solution or implementation of replacement of PRODUCTS, or supply of spare parts which is the responsibility of the SELLER, as well as all PRODUCT recalls and other corrective measures.

MARKETPLACE DATA SHARING CHARTER: means the binding agreement between DECATHLON, the SUBSIDIARIES and the SELLER(s) that governs the disclosure, access and use of Marketplace data including Personal Data stemming from the MARKETPLACE SERVICE, setting the applicable ethical, technical and legal requirements on which PARTIES agree to provide Personal Data and the terms on which such personal data may be used in connection with the AGREEMENT.

MARKETPLACE SERVICE: refers to the service offered by DECATHLON and the SUBSIDIARIES for connecting CUSTOMERS to the SELLER with a view to the proposal and marketing of PRODUCTS by the SELLER directly to the CUSTOMER. This service materializes in access to the MARKETPLACE, in the TERRITORY defined in each MARKETPLACE SELLER SPECIFIC CONDITIONS.

MARKETPLACE GENERAL TERMS OF USE or MARKETPLACE GTU: means the contractual document available online on MARKETPLACE, for each TERRITORY, governing the consultation and browsing of MARKETPLACE by users.

MARKETPLACE GENERAL TERMS OF SALE or MARKETPLACE GTS: means the commercial conditions harmonising the commercial practices of the MARKETPLACE, for each TERRITORY, and completing the SALE AGREEMENT in the event that the SELLER GTS are incomplete or non-compliant, our less favorable with respect to the CUSTOMER. The MARKETPLACE GTS are available online on the MARKETPLACE, for each TERRITORY.

MARKETPLACE SELLER CONDITIONS: the present contract between the SELLER and DECATHLON, acting on its own behalf and on behalf of each SUBSIDIARY, containing the MARKETPLACE SELLER CONDITIONS and the MARKETPLACE SELLER SPECIFIC CONDITIONS and the appendices.

MARKETPLACE SELLER GENERAL CONDITIONS: Contractual document between the SELLER and DECATHLON containing the terms and conditions applicable to the MARKETPLACE SERVICE.

MARKETPLACE SELLER SPECIFIC CONDITIONS: Contractual document between the SELLER and DECATHLON, acting on its own behalf and on behalf of each SUBSIDIARY, containing the terms and conditions applicable to the MARKETPLACE SERVICE in the TERRITORY defined herein and appended to these MARKETPLACE SELLER CONDITIONS

PARTY and/or PARTIES: refers to DECATHLON, acting on its own behalf and on behalf of each SUBSIDIARY, and/or the SELLER.

PAYMENT ACCOUNT: means a payment opened in the books of the PSP for the purpose of recording debit and credit PAYMENT TRANSACTIONS, costs due by the SELLER and any reversals in connection with their transactions and to offset those amounts on the date of their registration for the purpose of showing a net balance.

PAYMENT SERVICE AGREEMENT: means the contract designed in Appendix 1 between the PSP and the SELLER for the purpose of opening the SELLER's PAYMENT ACCOUNT For this contract, the SELLER is

the ACCOUNT HOLDER. This PAYMENT SERVICE AGREEMENT allows for payment services as provided (and as may be modified) on the Lemonway website: https://www.lemonway.com/en/terms-and-conditions/

PAYMENT TRANSACTIONS: means an operation consisting of paying, transferring or withdrawing funds, independently of any underlying obligation between the payer and the beneficiary, initiated by the payer, or on their behalf, or by the beneficiary.

PAYMENT SERVICE PROVIDER or PSP: means LEMONWAY or any other payment service provider selected by DECATHLON providing payment services as a payment institution.

PERSON SANCTIONED: means (i) any person on any of the lists of persons subject to sanctions maintained by France, the European Union, the United Nations, the United States, the United Kingdom or any other legal standard to which the DECATHLON or the SELLER may be subject, including but not limited to: National Freeze Registry, the European Union Consolidated List of Persons, Groups and Entities Affected by Financial Sanctions, the United Nations Security Council Sanctions Consolidated List, the US Specially Designated Nationals and Blocked Persons List; and (ii) any Person owned, controlled or acting on behalf of or at the direction of any Person on any of the foregoing lists, as amended from time to time.

PRODUCT(S): refers to the SELLER's product(s) proposed for sale on MARKETPLACE, being sporting goods and articles, as well as benefits and / or services related to sports practice, including the product itself as well as any notices, packaging or any element accompanying the product, in particular but not exclusively the promotional elements and communication related to the product. New sports goods and articles are those that have never been used ("**NEW PRODUCT(S)**"), as opposed to second-hand sports goods and articles ("**SECOND-HAND PRODUCT(S)**").

PRODUCT SHEET: refers to the MARKETPLACE website page presenting a PRODUCT offered for sale by the SELLER.

SALE AGREEMENT: means the contract between the SELLER and the CUSTOMER governing the sale of a PRODUCT, consisting of the SELLER GTS, supplemented by the MARKETPLACE GTS. In case of contradiction between the two documents, or doubt as to the applicability or meaning of any provision, the provision or interpretation most favorable to CUSTOMER shall prevail.

SUBSIDIARY(IES) : means the companies and/or entities in which DECATHLON SE holds, directly or indirectly, at least 10% of the capital or voting rights and which operate and offer the MARKETPLACE SERVICE on the TERRITORY defined in their MARKETPLACE SELLER SPECIFIC CONDITIONS.

SELLER: refers to the company signing the AGREEMENT that wishes to benefit from the MARKETPLACE SERVICE on the TERRITORY.

SELLER GENERAL TERMS OF SALE or SELLER GTS: means the contractual conditions the SELLER must make available to the CUSTOMER in the PRODUCT SHEET the SELLER section of the website governing the order by the CUSTOMER and the sale by the SELLER of its PRODUCT(S) to the CUSTOMER.

SELLER INTERFACE: refers to the IT interface by which the SELLER by means of their identifiers, in particular, configures and manages their seller section, PRODUCT SHEETS, stocks, the monitoring of CUSTOMER orders and messaging.

SELLER CONTACT PERSON: person identified as the contact person for DECATHLON, the SUBSIDIARIES, the MARKETPLACE CONTACT PERSON and the MARKETPLACE CUSTOMER SERVICE, on behalf of the SELLER, who is responsible for monitoring and managing the SELLER's activity on the MARKETPLACE. This person can be reached by telephone and email, whose contact details are communicated to the MARKETPLACE CONTACT PERSON and kept up to date. This person is authorized to legally represent the SELLER in the use of the MARKETPLACE SERVICE and for the purposes of the execution of the CONTRACT.

SELLER SALES DATA: means all non-personal information generated by the SELLER's commercial activity on the MARKETPLACE, including but not limited to data relating to the SELLER's orders, revenues, product performance, and overall sales performance.

TECHNICAL SERVICE PROVIDER: refers to the IT service provider that provides DECATHLON with the technical tools necessary for the operation of MARKETPLACE.

TECHNICAL SOLUTION: refers to the technical tools necessary for the operation of MARKETPLACE, including in particular all IT functionalities enabling the SELLER to offer their PRODUCTS to the CUSTOMERS, in particular the SELLER INTERFACE.

TERRITORY: refers to one or more platforms in which the SELLER uses or will use the MARKETPLACE SERVICE. The TERRITORY determines the scope of the AGREEMENT. The TERRITORY is detailed in each MARKETPLACE SELLER SPECIFIC CONDITIONS.

TRUSTED PARTNER: refers to any external third-party service provider, duly selected by DECATHLON, authorised to offer and provide complementary services directly to the SELLER via the SELLER INTERFACE. The list of applicable TRUSTED PARTNERS is made available to the SELLER on the SELLER INTERFACE and may be updated from time to time.

ARTICLE 1: PURPOSE

1.1 The purpose of this AGREEMENT is to determine the terms and conditions under which DECATHLON and the SUBSIDIARIES provide the SELLER with the MARKETPLACE SERVICE and any ADDITIONAL SERVICES with a view to facilitating direct transactions between the SELLER and the CUSTOMER, whether or not these transactions are finally concluded.

The transactions carried out by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CUSTOMER. DECATHLON is a third party to these transactions and only intervenes as an intermediary allowing the connection of supply and demand and cannot be held liable to the SELLER for the CONTENT posted online by the latter, nor for any disputes arising from the transactions between the SELLER and the CUSTOMER. Consequently, DECATHLON shall not at any time be party to the SALE AGREEMENT between the SELLER and the CUSTOMER.

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

1.2 The SELLER undertakes to use MARKETPLACE only for the purpose defined in the AGREEMENT and not to directly or indirectly circumvent the services offered by DECATHLON, in particular to reduce the amounts owed to DECATHLON for the use of MARKETPLACE SERVICE. In any event, it undertakes to make sure the use it makes of the MARKETPLACE SERVICE does not violate any applicable legislation.

ARTICLE 2: CONTRACTUAL DOCUMENTS

2.1. The contractual documents referred to are as follows:

1. The AGREEMENT, as defined in the preliminary article ;
2. Any ADDITIONAL SERVICES contract(s)

2.2. By accepting the AGREEMENT, the SELLER accepts and undertakes to continuously respect the PAYMENT SERVICE AGREEMENT, as defined under the preliminary article and which the SELLER can access via the link in Appendix 1.

2.3. In addition to the acceptance of the AGREEMENT and any ADDITIONAL SERVICES contract(s), access to the MARKETPLACE SERVICE is subject to :

- the PSP agrees to open a PAYMENT ACCOUNT for the SELLER after controls known as "KYC" (Know Your Customer) performed by PSP.

- the condition that the SELLER satisfies the legal ethical assessment carried out by DECATHLON and/or the SUBSIDIARIES, an assessment whose criteria are mainly consistent with the legislation on ANTI CORRUPTION and COMMERCIAL RESTRICTIONS.

2.4. It is stipulated that the MARKETPLACE GTS and the MARKETPLACE GTU available on the platforms listed in the MARKETPLACE SELLER SPECIFIC CONDITIONS are integral parts of the AGREEMENT. In this respect, the SELLER acknowledges having read these MARKETPLACE GTS and GTU and undertakes at all times to comply with its obligations in this respect vis-à-vis the CUSTOMER, and not provide for any commercial clause or condition less favorable than those set forth in the MARKETPLACE GTS for CUSTOMER's orders of SELLER PRODUCTS. It is specified that the MARKETPLACE GTS and GTU may be amended by DECATHLON, which will inform the SELLER when the changes are deemed essential for the SELLER.

2.5 Pursuant to (2) article 3 of the "GENERAL CONDITIONS" of EU Regulation 2019/1150 promoting fairness and transparency for companies using online intermediation services, DECATHLON shall notify the SELLER, on a durable medium, of any change to the AGREEMENT.

Such changes shall not be applied until the expiry of a reasonable notice period which shall not be less than 15 days from the date of notification.
This period may be extended, if necessary, to enable the SELLER to make the technical or commercial adjustments required to comply with the changes.
The absence of a written objection to those changes from the SELLER is considered to be an express acceptance on their part. Consequently, in this case, the proposed changes will be applicable at the end of the notice period.

During the notice period, submitting new goods or services to the MARKETPLACE SERVICES shall be considered clear affirmative action to waive the notice period, except in cases where the reasonable and proportionate notice period is longer than 15 days.

If the SELLER refuses the proposed changes, the SELLER may terminate the AGREEMENT by giving notice to DECATHLON in writing (i) with respect to the conditions and the notice period set out in Article 3 hereof or (ii) within the notice period related to the changes. In this second case, the termination shall take effect at the end of the notice period applicable to the changes concerned.

The notice period associated with the changes does not apply when DECATHLON :

a) is subject to a legal or regulatory obligation to change the AGREEMENT in a manner that does not allow it to comply with the notice period
b) must exceptionally change the AGREEMENT to face an unforeseen and imminent danger in order to protect MARKETPLACE, CUSTOMERs or SELLERs from fraud, malware, spam, data breaches or other cyber security risks.

Finally, it is specified that non-essential changes to the AGREEMENT such as editorial changes or changes which do not affect the content or meaning of the AGREEMENT or changes which are not adverse to the SELLER may be made at any time, without prior notification to the SELLER.

ARTICLE 3: DURATION OF THE AGREEMENT

The AGREEMENT shall enter into force from the date of its acceptance by the SELLER, for an indefinite period.

Each PARTY may terminate the AGREEMENT at any time, without indemnity, by notifying the other PARTY, on a durable medium and subject to a minimum notice period of 30 (thirty) days, unless the SELLER is granted a waiver under this AGREEMENT or exceptions are provided by law. For any termination at its own initiative, DECATHLON 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.

It is specified that during the notice period, PARTIES are required to comply with their obligations under the AGREEMENT and, at the end of this notice period, they undertake to finalise the transactions and complete monitoring of the orders still in progress, as well as the payment of the related remuneration.

The SELLER may also leave one or more TERRITORIES, while continuing his activity on the MARKETPLACE in other TERRITORIES, by simply notifying the MARKETPLACE CONTACT PERSON. In such event, SELLER shall be required to observe the applicable notice period before its termination for one or more of the TERRITORIES concerned shall take effect. For the remaining TERRITORIES, the AGREEMENT shall remain in effect.

Without derogating from the provisions relating to notice, the Party wishing to terminate the AGREEMENT shall do its utmost to notify, in particular by email, the other Party of its intention.

It is specified that any termination of the AGREEMENT shall automatically result in the termination of the PAYMENT SERVICE AGREEMENT between the SELLER and the PSP subject to 1 (one) month's notice. Also, any termination of the PAYMENT SERVICE AGREEMENT between the SELLER and the PSP that occurred at the initiative of the SELLER or the PSP shall result in termination of the AGREEMENT. In the event that the PAYMENT SERVICE AGREEMENT is terminated, either at the initiative of the SELLER or PSP, the SELLER undertakes to inform DECATHLON immediately and prior to the effective date of the termination.

ARTICLE 4: REMUNERATION OF THE MARKETPLACE SERVICE

4.1 Use of TECHNICAL SOLUTION and MARKETPLACE

DECATHLON and the SUBSIDIARIES provide the SELLER with a liaison service connecting CUSTOMERS and the SELLER to allow the SELLER to make sales, this service being achieved through access to the MARKETPLACE.

In return for this MARKETPLACE SERVICE, DECATHLON shall receive remuneration from the SELLER, consisting of :

- a unique monthly subscription for the access to the MARKETPLACE, for all the TERRITORIES, of an amount of 70 EUROS All Taxes Included, payable under the conditions of clauses 4.3. and 8.3 hereof ; and

- a commission on each PRODUCT sale carried out by the SELLER on the MARKETPLACE (hereinafter the “COMMISSION”), that means a percentage excl. tax of the amount including tax of the transaction and shipping including tax as shown in the table below:

Category	New	Second Hand
Sport services (*e.g.* Media, Events, Apps, ticketing, etc.)	18%	18%
All categories of products except what is below	16%	16%
Ski materials : Ski, Ski boots, Snowboard, Snowshoes	16%	13%
Fishing : Road, Fishing Reels, Float tube	16%	13%
Sports Shoes	16%	10%
Golf Material : Trolley, Golf Club, Golf Wood, Putter, Iron, Wedge, Driver, Golf Set	16%	10%
Fitness materials : Treadmill, Exercise bike, Trampoline, Rowing machine, Cross trainer, Bench, Studio bike, Home gym, Multi-function apparatus, Stepper, Fitness Tower, Vibrating Platform, Stretching machines, Abs equipment, Aquabike	13%	13%
Indoor Game Tables : Table Tennis Tables, Pool Tables, Baby foot	13%	13%

Swimming pools and Spa : pools, infrared cabins, cryotherapy machines, sauna, swimming spa, hot tub	13%	13%
Bikes	13%	11% until 2.500 €
Electronic micro-mobility devices: electric scooters, electric skateboard, electric hoverboards, electric longboard	13%	11%
Electronics, High Tech	10%	10%
Go-karts and Wheelchairs	13%	13%
Basketball Hoop	13%	13%

In case of difficulty in determining the category to which certain PRODUCTS offered by the SELLER belong, DECATHLON will determine this category on the basis of a more detailed table integrated in the TECHNICAL SOLUTION and in coherence with the comparable products of other SELLERS on the MARKETPLACE

It is specified that this remuneration covers only the MARKETPLACE service by DECATHLON and access to the TECHNICAL SOLUTION.

In addition, to this MARKETPLACE SERVICE, DECATHLON also offers, free of charge and when applicable on the TERRITORY, the connection between the SELLER and the CUSTOMERS within the physical stores. The CUSTOMERS will thus have the possibility to order the SELLERS' PRODUCTS from these stores and to pay through the in-store check-out. These purchases remain subject to the regulations relating to distance selling (Article VI. 45 and following the Belgian Code of Economic Law).

4.2 ADDITIONAL SERVICE

As defined in the PRELIMINARY ARTICLE, DECATHLON and/or the SUBSIDIARIES may offer ADDITIONAL SERVICES designed to enhance the SELLER’s activity on the MARKETPLACE.

The subscription to any ADDITIONAL SERVICE is entirely optional and is not a prerequisite for the SELLER to access or use the MARKETPLACE SERVICE. Unless agreed otherwise, any ADDITIONAL SERVICE shall be subject to a specific remuneration governed by a separate ADDITIONAL SERVICE contract or specific conditions accepted by the SELLER.

4.3 Payment

In order to facilitate the management of payment flows, the SELLER agrees that the monthly subscription and the COMMISSION shall be automatically deducted from the sums received. This operation will be performed by the PSP.

In the event of non-payment by the SELLER, *i.e.* where the SELLER'S PAYMENT ACCOUNT lacks sufficient funds to cover DECATHLON’s receivables, the SELLER remains liable for the payment of the unpaid amounts. MARKETPLACE reserves the right to offset any outstanding amounts against any future sums owed to the SELLER.

In the event of expenses incurred by the creditor, exceeding this amount, but reasonable, any claim for additional compensation shall be subject to the provision of supporting documents (application procedure: invoicing of the indemnity at the initiative of the creditor).

4.4 Assignment of Receivables and Financial Responsibility in Installment Payments

The SELLER hereby acknowledges and agrees that, upon the choice by the CUSTOMER of a deferred or installment payment through the payment tools provided by the MARKETPLACE and upon confirmation of the transaction by the financial institution or payment service provider, the entire credit corresponding to the

purchase value shall be assigned and transferred to the MARKETPLACE which is allowed to reassign and transfer such credit to the payment provider chosen by the CLIENT.

By virtue of the provisions in the item above, the MARKETPLACE shall fully assume the credit risk vis-a-vis the CUSTOMER regarding the installment amount becoming the sole creditor of the CUSTOMER for all legal purposes. Consequently, the SELLER expressly waives any right to collect or pursue the credit directly from the CUSTOMER concerning the amounts subject to installment payments.

The SELLER remains fully and exclusively responsible to the MARKETPLACE for the quality conformity and delivery of the transacted products or services, as well as for any detects flaws, or non-conformities that may give rise to the CUSTOMER's right of withdrawal contract termination indemnity or any other CUSTOMER right not directly related to the CUSTOMER's solvency.

In the event of a chargeback, reversal, transaction cancellation by the CUSTOMER, or any other situation resulting in the non-completion or reversal of the installment payment after the receivable assignment to the MARKETPLACE the SELLER undertakes to immediately reimburse the MARKETPLACE for the amounts already received by the SELLER pertaining to the transaction in question. Additionally, the SELLER shall be responsible for any costs, fines or penalties imposed by financial institutions or payment service providers as a result of such events.

4.5 Complementary Services provided by TRUSTED PARTNERS

DECATHLON may facilitate access to complementary services provided by third-party TRUSTED PARTNERS directly within the SELLER INTERFACE. These services do not constitute ADDITIONAL SERVICES.

If the SELLER chooses to subscribe to a service offered by a TRUSTED PARTNER, The SELLER acknowledges that the contract for the provision of such services is formed exclusively between the SELLER and the TRUSTED PARTNER. DECATHLON and the SUBSIDIARIES are strictly third parties to this contractual relationship.

As such, DECATHLON and the SUBSIDIARIES shall not be held liable for any direct or indirect damages, service interruptions, data losses, or breaches of contract arising from the SELLER’s use of the TRUSTED PARTNER’s services. The SELLER engages with TRUSTED PARTNERS at its own risk and expense.

Fees owed by the SELLER directly to a TRUSTED PARTNER shall be billed and collected according to the specific terms agreed upon between the SELLER and the TRUSTED PARTNER, independent of DECATHLON’s billing cycle and the provisions of Article 4.3.

Any sharing of SELLER SALES DATA with TRUSTED PARTNERS to facilitate the provision of these services shall be carried out in strict compliance with Article 10.3 of this AGREEMENT.

ARTICLE 5: CONDITIONS OF LISTING AND ESSENTIAL AND DECISIVE OBLIGATIONS OF THE SELLER

5.1. Conditions of access and essential and decisive obligations to access the MARKETPLACE SERVICE

In order to use the MARKETPLACE SERVICE, the SELLER must fulfill the following conditions and obligations from the beginning and during the use of the MARKETPLACE SERVICE :

- be established in the European Union ;
- act as a professional within the meaning of the legislation and regulations ;

- have read and accepted the AGREEMENT, including the PSP PAYMENT SERVICE AGREEMENT and the MARKETPLACE GTU and GTS ;
- satisfy the legal ethical evaluation carried out by DECATHLON and/or the SUBSIDIARIES, the criteria of which are mainly based on compliance with ANTI CORRUPTION LAWS and COMMERCIAL RESTRICTIONS ;
- be duly registered with the tax authorities of each TERRITORY on which the SELLER offers his PRODUCTS on the MARKETPLACE and thus obtain a VAT number / identifier for each TERRITORY or, in case the applicable legislation in the TERRITORY allows for this option and the applicable MARKETPLACE SELLER SPECIFIC CONDITIONS do not exclude it, be duly registered with the tax authorities of a single European country for VAT purposes and file a One-Stop-Shop single VAT return in that same country to cover all of his distance sales across the rest of the EU ;
- be the holder of the rights allowing for the sale and marketing of the PRODUCTS on MARKETPLACE and not violate a prohibition on resale outside the network (exclusive or selective distribution network) ;
- have provided DECATHLON and the PSP with all the information required by the latter (information useful for listing the SELLER) and to undertake to provide DECATHLON and the PSP with any information required subsequently or changes to the information previously provided, during the period of use of the MARKETPLACE SERVICE and the TECHNICAL SOLUTION ;
- have obtained the PSP's acceptance to open a PAYMENT ACCOUNT for the SELLER after the PSP has carried out a so-called "KYC" (Know Your Customer) check.

5.2. SELLERS selection criteria

In order to preserve its quality brand image, its reputation and its excellent customer satisfaction wherever the DECATHLON GROUP is present, DECATHLON and the SUBSIDIARIES wish to offer the best customer experience and the best offers on the MARKETPLACE.

In order for the overall catalogue of offers proposed to CUSTOMERS on the MARKETPLACE to be coherent and in particular to capitalise on the image and reputation of the DECATHLON GROUP, the SELLERS are selected by DECATHLON, acting on its own behalf and on behalf of each SUBSIDIARY, on the basis of an evaluation of the following objective criteria which the SELLER undertakes to maintain throughout the contractual relationship:

- to propose an offer composed of a set of products or services that respond to the sports practices and fitness and wellness activities that the DECATHLON GROUP wishes to propose, *i.e.* that fall within the sports, fitness and wellness universe and categories that are part of the DECATHLON GROUP's commercial policy and that the SELLER can find by navigating the MARKETPLACE ;
- have its own website with its own brand/business name and/or one or more physical stores with its own brand/business name ;

Furthermore, for the aforementioned reasons, the SELLER undertakes to offer on the MARKETPLACE, only brands of a high-quality, proven by a high degree of specialisation, recognition or notoriety of the concerned brands in the field of sport and leisure activities. Accordingly, on the MARKETPLACE, DECATHLON reserves the right to refuse, on an objective basis, brands that have not met such a high-quality level.

On the basis of the conditions set out above under 5.1. and 5.2., DECATHLON reserves the right to accept or refuse any request for listing by a SELLER on the MARKETPLACE. Similarly, the PSP reserves the right to accept or refuse any request to open a SELLER's PAYMENT ACCOUNT as provided for in the PAYMENT SERVICE AGREEMENT in Appendix 1.

It is further specified that, for strategic, economic and/or commercial reasons, DECATHLON may grant exclusivity to one or more SELLERS on certain categories of PRODUCTS and, in this case, DECATHLON reserves the right to delist certain PRODUCTS offered by other SELLERS or, if necessary, to terminate the AGREEMENT, according to the article 20.

5.3. Other essential and decisive obligations of the SELLER

In order to preserve the image, reputation and quality of the MARKETPLACE, guarantee the best customer experience and the consistency and quality of the offer on the MARKETPLACE, the SELLER undertakes to comply with the essential and decisive obligations and prohibitions below.

The SELLER is prohibited from offering for sale on MARKETPLACE:

- any product not falling within the sports, fitness and wellness universe and categories that are part of the DECATHLON GROUP's commercial policy and appear on the MARKETPLACE, including but not limited to the Prohibited Products Table attached here in to these MARKETPLACE SELLER CONDITIONS of which it forms an integral part.
- any product that does not present the safety which CUSTOMERS can legitimately expect and/or that is not fully compliant with the laws, regulations and standards applicable throughout the entire TERRITORY;
- any product that does not comply with the Regulation (EU) 2023/988 of the European Parliament and of the Council of 10 May 2023 on general product safety (‘GPSR’) and/or for which the SELLER has not provided DECATHLON with all information required by Article 19 of GPSR, including the manufacturer and responsible person for products placed on the Union market, and/or any product that does not comply with any other regulation and legislation applicable to the sale of all products sold by the SELLER;
- any product that presents any faults or defects which are apparent or hidden;
- any product whose marketing is prohibited under national, European or international legislation;
- any products from countries subject to international sanctions or embargo;
- any stolen products or fenced goods;
- any product infringing intellectual and industrial property rights (in particular copyrights and related rights, trademarks, patents, designs and models), lawful selective or exclusive distribution networks and any other applicable law (particularly image rights, personality rights, right to privacy);
- any product likely to disturb the public order, offend good morals, ethics and DECATHLON GROUP's values, as mentioned in particular in the Code of Conduct in Appendix 3 of the AGREEMENT;
- any product likely to pose a danger to the health and safety of CUSTOMERS. It is specified that the SELLER undertakes to inform DECATHLON without delay of any risk, particularly in terms of safety, that one of its PRODUCTS may generate, as soon as it becomes aware thereof;
- any food product (including dietary supplements and sports nutrition) that fails to provide accurate, complete, and non-misleading mandatory food information prior to purchase, as required by Regulation (EU) No 1169/2011 on the provision of food information to consumers (‘FIC’) and applicable national law in force in the country of delivery within the TERRITORY.
- any chemical substances that can be used for legitimate purposes, but which are also likely to be used in a diverted way for the illegal manufacture of homemade explosives.

Moreover, the SELLER undertakes not to:

- promote product(s), service(s), company(s) including its company, both when placing the PRODUCTS online and/or fulfilling their shipment obligations, such as the insertion of a hyperlink, email address, advertising message, promotional packaging or printing;
- include the URL of its website on MARKETPLACE, in particular on the product sheets, or in packages intended for CUSTOMERS, with the exception of documents allowing CUSTOMERS to contact the SELLER for reasons of commercial guarantees or after-sales service;
- damage the DECATHLON brand image or MARKETPLACE image.

The SELLER undertakes to:

- to provide at DECATHLON's or SUBSIDIARIES’s first request all the evidence to justify the compliance and safety of the PRODUCTS;
- propose only PRODUCTS that it holds personally in stock at the time of the order or of which he has ensured that its own partners hold in stock at the time of the order from the CUSTOMER in the territory of the European Union, if they are presented for sale on MARKETPLACE. The SELLER guarantees that all PRODUCTS stored in the EU have been definitively imported and released for free circulation (acquitted of all customs duties and import VAT) prior to being listed. Under no circumstances shall any PRODUCT be listed or sold on the MARKETPLACE if it still requires definitive importation into the European Union or the completion of customs clearance formalities

following the CUSTOMER'S order. In the event of unavailability of PRODUCTS or stock outages, the SELLER must ensure that the PRODUCT SHEET shall clearly and unambiguously state this so that the CUSTOMER is informed at all times. A zero stock will remove the product from MARKETPLACE within 24 hours while it is being restocked;

- communicate, for each order, the conditions of return of the PRODUCTS and in particular, the address to which the PRODUCTS can be returned by the CUSTOMER;
- in the event of an inventory error or any other reason resulting in the need to cancel an order already validated by the SELLER, the SELLER shall immediately inform DECATHLON.

ARTICLE 6: FREE PRICING OF PRODUCTS

6.1 The SELLER remains free to set the selling prices of its PRODUCTS on the MARKETPLACE, on its own website or on any other distribution channels and any price reduction it may wish to implement, in compliance with the AGREEMENT and the legal framework of each TERRITORY.

6.2 DECATHLON and the SUBSIDIARIES aim to provide CUSTOMERS with high quality access to the widest sports and leisure offer as well as to the best shopping experience. For this purpose, DECATHLON and the SUBSIDIARIES are constantly investing in the development and improvement of the MARKETPLACE. In consideration of the foregoing, for its NEW PRODUCTS and services, the SELLER undertakes to set its selling price, either regular or discounted, and its shipping fees, jointly and separately not higher than respectively a fair, reasonable and competitive selling price and shipping fees. The competitiveness of the SELLER's offer is a key condition for the success of the partnership and is evaluated taking into consideration the market conditions on other online distribution channels operating within the same geographic market.

For the purpose of this article 6.2, "same PRODUCT" means same product, same model, same size and same color.

6.3 The price determined by the SELLER and displayed in Euros Including Tax (TTC) or in the local currency of the TERRITORY for each PRODUCT marketed by the latter on the MARKETPLACE is strictly enforceable against the SELLER, in particular with respect to the CUSTOMERS. Consequently, any sales made by the SELLER with an incorrect price shall be enforceable against them.

6.4 Notwithstanding the foregoing, the SELLER undertakes to comply with the mandatory regulations, among others, on price fixing, price indication, information and display, applicable on the TERRITORY.

6.5 In particular, the SELLER is exclusively responsible for ensuring that any price reduction or promotional offer complies with applicable regulations. To ensure the integrity of the MARKETPLACE, DECATHLON acting in a diligent manner and in good faith, reserves the right to implement voluntary own-initiative monitoring and moderation processes, to verify and ensure the regulatory compliance of promotional displays. Within this framework, DECATHLON may automatically adapt the display of the promotional offer to align with legal requirements, specifically those regarding the prior price requirements under Article 6a of Directive 98/6/EC (as amended by Directive 2019/2161) and relevant local legislation. These processes are strictly limited to the compliance of the promotional display and shall never modify the sales price freely determined by the SELLER, who remains the sole decision-maker regarding its pricing and commercial strategy.

ARTICLE 7: PRESENTATION OF THE SELLER, PRODUCTS AND CONTENTS AND RANKING

7.1 Presentation of the SELLER, PRODUCTS and CONTENTS

DECATHLON and the SUBSIDIARIES wish to offer a high quality MARKETPLACE. A consistent presentation according to specifications defined by DECATHLON is essential to ensure the CUSTOMER's greatest satisfaction.

To this end, the SELLER undertakes to create PRODUCTS SHEETS and CONTENTS compliant with the specifications stipulated by DECATHLON and the requirements described in the SELLER INTERFACE, which must be used by the SELLER to place their PRODUCTS for sale on the MARKETPLACE.

These PRODUCT SHEETS and CONTENTS have contractual value with respect to the CUSTOMERS. DECATHLON and/or the SUBSIDIARIES shall under any circumstances not be held liable for any errors made by the SELLER while creating these PRODUCT SHEETS and CONTENTS.

The SELLER undertakes to ensure that their PRODUCT SHEETS are at all times accurate, complete and up-to-date to ensure permanent satisfaction of the CUSTOMER, available in the official languages of the TERRITORY, in compliance with all applicable regulations and legislation, in particular with regard to consumer law, and do not infringe any third-party rights whatsoever.

Furthermore, the SELLER must clearly identify itself to the CUSTOMER as a professional, independent of DECATHLON and the SUBSIDIARIES. In this respect, they must in particular provide CUSTOMERS with all the information required by law and necessary to carry out an online purchase transaction, in particular the SELLER's GTS, and the conditions for returning PRODUCTS including the address to which CUSTOMERS may return the PRODUCTS. The SELLER must also include on the PRODUCT SHEETS the information relating to its legal situation (name, address of registered office, telephone number, email address, where applicable, the trade or public register in which the SELLER is registered and its registration number) and keep DECATHLON and the SUBSIDIARIES informed of it.

The SELLER undertakes not to use a seller’s name visible by CUSTOMERS which is misleading, infringing, or more generally contrary to the good morals, ethics and values of DECATHLON GROUP.

SELLER warrants that AI-generated or manipulated text, image, audio, or video must be disclosed in a clear and distinguishable manner, in compliance with Article 50 of Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 (AI Act) and, as the case may be, with any other applicable regional or international statutory AI transparency requirements. For the avoidance of doubt, CUSTOMERS shall be made immediately aware that an image was generated or modified by AI, so that including such information in the description section of the PRODUCT SHEET is not sufficient.

The SELLER is solely responsible for the accuracy of the information and CONTENTS as completed by it and as they appear on MARKETPLACE. The SELLER undertakes to regularly verify the accuracy of the information transmitted and CONTENTS published on MARKETPLACE so that the CONTENTS that it has put online correspond in every way with the PRODUCTS it proposes and the legal and regulatory requirements related to these PRODUCTS.

7.2 Ranking

On the MARKETPLACE, PRODUCTS ranking is governed by the following rules and considerations :

7.2.1. General rules governing CUSTOMER access to PRODUCTS

The CUSTOMER can access the products presented on the MARKETPLACE - whether they are sold by DECATHLON or the SUBSIDIARIES or by a SELLER - in two ways :

a) **Path 1: Category Navigation**

The CUSTOMER browses through the general categories displayed on the MARKETPLACE. These correspond to headings such as:

- Sports, which are listed in alphabetical order;
- The categories of people concerned: Women, Men, Children or Babies;
- Accessories or equipment ; nutrition products ; brands ; promotions ; circular initiatives ; or

These categories may differ from one TERRITORY to another and evolve by period and overtime.

b) **Path 2: Internal Search Bar**

The CUSTOMER enters specific keywords or queries into the dedicated search bar on the MARKETPLACE.

Categories and search functionalities may differ from one TERRITORY to another and evolve over time. Depending on the path chosen by the CUSTOMER, the products are presented by default according to distinct ranking algorithms, as detailed below.

7.2.2. Main considerations guiding the ranking algorithm

Decathlon's image and brands are known for making the pleasure and benefits of sport sustainably accessible to the many, by offering quality products, tailored to the needs of the CUSTOMERS, at favorable prices and with quality service and the best customer experience.

This positioning has guided the determination of the main ranking parameters applicable within the MARKETPLACE.

7.2.3. Main parameters used in the ranking algorithm

To ensure the best CUSTOMER experience, the MARKETPLACE utilizes two distinct ranking approaches based on how the CUSTOMER navigates the platform.

a) Ranking algorithm for Category Navigation

The PRODUCTS ranking algorithm on the MARKETPLACE takes the following main parameters into consideration: the quality of the PRODUCT offered; the proposal of an affordable price ; the maintenance of a level of customer experience and customer satisfaction with their purchase through the MARKETPLACE (quality of service).

Indicators taken into consideration for these main ranking parameters:

- With regard to the quality parameter, the following indicators are taken into account :
  - Turnover before return and sold quantities before return of the product ;
  - Average product review ;
  - Number of pictures ;
  - Number pageviews ;
  - Return rate ;
  - Add to basket rate ;
  - Products favoured by loyal customers;
- With regard to customer experience and satisfaction (quality of service), the following indicators are taken into consideration:
  - Direct availability of the Product ;
  - Level of stock of the product ;
  - Time to ship ;
- With regard to affordability, the following indicators are taken into consideration:
  - None to date.

The higher the score for these parameters, the better the ranking.

The weighting of these indicators may differ from one TERRITORY to another.

b) Ranking algorithm applicable to queries made via the Internal Search Bar

To continuously improve the CUSTOMER experience, the MARKETPLACE utilizes advanced search and discovery technologies. Depending on the TERRITORY and ongoing platform optimizations, the internal search engine dictates the default "Featured" or "Relevance" ranking using one of the two following algorithmic Models:

Model 1.

Under this model, the algorithm relies on a sequential, tie-breaking comparison process, prioritizing keyword matching.

The main parameters are:

- The correlation between the CUSTOMER'S search query and the PRODUCT's searchable attributes.
- When PRODUCTS share identical textual relevance, an automated tie-breaker organizes them from lowest to highest price.
- The application of manual merchandising rules for specific search terms to ensure optimal product matching and curate highly relevant results for the CUSTOMER.

Model 2.

Under Model 2, the algorithm does not apply fixed weights to its parameters; the relative importance of the parameters varies dynamically depending on the specificity of the CUSTOMER's query. The main parameters of Model 2 are:

- The correlation between the CUSTOMER's search query and the PRODUCT's metadata, including system attributes (such as title, brand, and color) and catalog descriptions.
- Historical and query-specific performance data generated directly on the MARKETPLACE
- An assessment combining the PRODUCT's market positioning with its predicted conversion trends

To ensure fair visibility, newly listed PRODUCTS that lack historical engagement data are evaluated and ranked using advanced semantic matching based on their characteristics and descriptions, rather than historical traffic.

Last, provided the CUSTOMER has given explicit consent via the MARKETPLACE's privacy management tool, the ranking may be adapted to their localized browsing and purchasing history.

7.2.4. Impact of temporary changes

The rules described above relating to the main ranking parameters and associated indicators may be modified temporarily in connection with specific commercial transactions.

This is in particular the case for commercial operations linked to high points of the trade, seasonality, certain sporting or calendar events, etc.

In this case, the algorithm will take into account the fact that the product is part of the commercial operation. This point will become a main parameter, which will be taken into consideration as a priority before applying the main parameters detailed in the point below.

7.2.5. Differentiated treatment within the meaning of Article 7 of the Regulation (EU) 2019/1150

7.2.5.1 Differentiated treatment related to technical considerations

To date, the technical tool used by the MARKETPLACE does not allow several SELLERS' offers to be made simultaneously for a product corresponding to the same EAN number.

In order to arbitrate the offer that will be visible to the end consumer, the algorithm takes into consideration the three following criteria : (1) the best price of the product including the shipping fees, (2) the effective delivery time, and (3) the total score based on the first five criteria of the SELLER Performance Indicators, as detailed in Appendix 2. In this respect, the use of the logistical service of DECATHLON (i.e. Fulfilment by Decathlon) is considered to ensure an optimal performance level for the purpose of this third criterion (3).

The SELLER with the best score on the average of these criteria will see its offer displayed to the CUSTOMERS.

Each criterion is assessed once a day only between offers that have stock in real time. The associated score is valid for one (1) day.

In the event of a tie on the 3 criteria, the SELLER with the best turnover realised before return over the last twelve (12) months (or less if active for less than twelve (12) months) wins and its offer will be the one selected to be presented to the CUSTOMERS.

Finally, for any new SELLER who does not yet have the possibility of obtaining scores for the SELLER Performance Indicators criterion, as detailed in Appendix 2, it will be given the average of the general scores of all SELLERS in competition for the same offer for that criterion, and this until either (i) 3 months of being live on the MARKETPLACE or (ii) having reached thirty (30) orders.

7.2.5.2. Differential treatment based on economic and/or legal considerations

Given its contractual and/or legal links with its international partners as well as with certain sellers on the MARKETPLACE, DECATHLON or the SUBSIDIARIES may give preference to certain products in the ranking.

This preferential ranking is offered to :
(i) products provided by international trading partners to be owned and sold directly by DECATHLON and/or the SUBSIDIARIES;
(ii) SELLERS who have signed a preferential partnership agreement with DECATHLON and the SUBSIDIARIES;
(iii) SELLERS who have signed a sponsorship agreement (sponsoring) with DECATHLON and the SUBSIDIARIES.

This ranking is justified by the existence of a contractual agreement and remuneration.

The offers concerned will be identifiable within the ranking of products presented to the CUSTOMER.

7.2.6. Possibility for the CUSTOMER to influence product classification

As previously indicated, the ranking presented to the CUSTOMER corresponds to the result of the application of the main ranking parameters (associated with the indicators described).

However, at any time, the CUSTOMER has the ability to influence this ranking by applying search filters.

The following filters are available, which can be combined:

On the one hand, the general filters below: Price ascending ; Price descending ; Descending discount ; User rating ; New collection.

In addition, the specific filters below: Type of product ; Sports ; Brands ; Colours ; Price ; Sellers.

7.3 External promotion, digital acquisition and affiliation

DECATHLON and its SUBSIDIARIES may promote the SELLER'S PRODUCTS through a wide range of external digital and traditional acquisition channels, as well as affiliation programs. These channels include, but are not limited to:

- **Search Engine Advertising (SEA)**: Display of products on search engine results pages (e.g., via Shopping and Search listings).
- **Social Media Advertising**: Display of products and dynamic product ads on social media networks.
- **Display and Retargeting/Remarketing Networks**: Banner advertisements and targeted campaigns utilizing product feeds to reach potential customers across third-party websites.
- **Affiliate and Partner Networks**: Promotion via third-party publishers, including cashback sites, content blogs, influencers, and dedicated affiliate networks.
- **Price Comparison Websites**: Listing products on third-party aggregator and shopbot platforms.

- **Traditional Offline Media**: Where applicable as part of broader marketing campaigns, promotion may extend to print, out-of-home (OOH), and television advertising.

The selection of PRODUCTS for these external campaigns is automated, performance-driven, and managed via product feeds. DECATHLON selects PRODUCTS based on objective performance metrics such as Return on Ad Spend (ROAS), Cost Per Sale (CPS), conversion rates, stock availability, and price competitiveness.

The SELLER acknowledges that budget allocation, campaign optimization, and the choice of specific channels remain at DECATHLON's sole discretion. The SELLER expressly authorizes DECATHLON to share its product data with external advertising partners, retargeting providers, and affiliate networks to facilitate these campaigns. DECATHLON shall not be held liable for the editorial content or specific placement on third-party affiliate and partner platforms, provided that the underlying PRODUCT information remains accurate.

This service is provided by DECATHLON to enhance the MARKETPLACE visibility. It does not constitute an obligation to promote any specific PRODUCT or SELLER and provides no guarantee of sales volume.

ARTICLE 8: PRODUCT SALES AND FOLLOW UP

8.1 SALE AGREEMENT

The SALE AGREEMENT governs the sale of the PRODUCTS by the SELLER to the CUSTOMERS. The SELLER must ensure that its GTS are at all times accessible to the CUSTOMERS and that they include all the information required by the laws and regulations of the TERRITORY. The SELLER has a space in the SELLER INTERFACE allowing it to meet this obligation.

It is recalled that the transactions carried out by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CUSTOMER. DECATHLON and the SUBSIDIARIES are third parties to these transactions and only intervenes as an intermediary allowing the connection of supply and demand and cannot be held liable to the SELLER for the CONTENTS posted online by the latter, nor for any disputes arising from the transactions between the SELLER and the CUSTOMER. Consequently, DECATHLON and/or the SUBSIDIARIES shall not at any time be party to the agreement between the SELLER and the CUSTOMER.

8.2. Order

Orders are placed directly by the CUSTOMER with the SELLER. The SELLER is responsible for all orders placed and undertakes to execute them in accordance with the SALE AGREEMENT, including the SELLER GTS and MARKETPLACE GTS, and in compliance with applicable laws and regulations.
The SELLER INTERFACE shall allow the SELLER to receive and manage the CUSTOMER's orders.

8.3 Payment

8.3.1 Payment of the PRODUCT by the CUSTOMER

The PRODUCTS shall be paid by the CUSTOMER only according to the means of payment proposed on the MARKETPLACE.
DECATHLON and/or the SUBSIDIARIES in their capacity as payment agent of the PSP will collect the sums paid by the CUSTOMER and intended for the SELLER in return for a PRODUCT sale, which the SELLER accepts.

The SELLER is also informed that DECATHLON and/or the SUBSIDIARIES may, at its sole discretion, implement any measures that it considers useful to recover overdue amounts and manage fraud. The DECATHLON and/or the SUBSIDIARIES may also suspend for analysis or refuse to proceed with any order considered fraudulent.

8.3.2 Payment of the SELLER

Once collected, the sums paid by CUSTOMERS will then be transferred to the DECATHLON account at the PSP.

On the 1st, 11th and 21st of every month, provided that the TRANSACTION is FINAL, and subject to strict compliance of the SELLER with the KYC requirements set out in the PAYMENT SERVICE AGREEMENT, the sums received will be paid by the PSP to the SELLER's PAYMENT ACCOUNT, after deduction of the monthly subscription and the COMMISSION due to DECATHLON.

In order to facilitate the management of payment flows, the SELLER agrees that the monthly subscription and the COMMISSION shall be automatically deducted from the sums received. This operation will be performed by the PSP.

8.4 Shipment and delivery

8.4.1 CUSTOMER Information

The SELLER must clearly inform DECATHLON and the CUSTOMER of the available delivery methods, the delivery promise, and shipping fees applicable for each of the delivery methods proposed, which may be applied to the CUSTOMER's order.

8.4.2 Delivery methods and shipping fees

The SELLER offers, at least, home delivery to the CUSTOMER. Home delivery here means that the CUSTOMER shall be able to indicate the address to which the CUSTOMER wishes the PRODUCT to be delivered, whether this is his/her home address, workplace, relatives' address or a neighbour's address.

With regard to the shipping fees, the SELLER undertakes to ensure the requirements of the Decathlon Customer Delivery Experience Framework, as detailed in Appendix 5.

8.4.3 Delivery promise, lead time to ship and lead time to deliver

With regard to the delivery promise, lead time to ship and lead time to deliver as defined in Appendix 5, the SELLER undertakes to :

- ensure the minimum requirements of the Decathlon Customer Delivery Experience Framework, as detailed in Appendix 5,
- meet the Performance Indicators, as detailed in Appendix 2.

8.4.4 Shipment and Delivery execution

Unless specifically agreed, for example in an ADDITIONAL SERVICE CONTRACT, the shipping of the PRODUCTS to the CUSTOMER shall be carried out directly by and under the sole responsibility of the SELLER, who undertakes to ship and deliver PRODUCTS in compliance with the order within the announced deadlines.

The SELLER is therefore solely responsible for the execution of the shipment and delivery, in particular for compliance with the shipping and delivery times towards the CUSTOMERS. The SELLER shall manage, independently of DECATHLON and/or the SUBSIDIARIES, the costs, paid by itself or the CUSTOMER, related to the shipment of its PRODUCTS, depending on the shipping method.

The SELLER shall ensure that the delivery status of each order can be effectively tracked by the CUSTOMER (order in preparation, order shipped, …). To this end, the SELLER shall :

1. ensure that the orders are Properly Tracked. An order is considered as “Properly Tracked” :
    - if the partner is using a carrier from the list defined by DECATHLON (made available to the SELLER through the SELLER INTERFACE or sent by DECATHLON on first request); or
    - if the partner is providing a tracking number, or
    - if the partner is providing a unique and valid tracking URL (with tracking code included).

2. to provide CUSTOMERS with a one-click tracking link for each order, allowing CUSTOMERS to know the delivery status of their order at any time. In this regard, the SELLER undertakes to carefully configure the one-click tracking link ensuring the proper functioning of this tracking link, and to make this tracking link available for the CUSTOMERS.

Despite the above, orders with a total price of less than eight (8) EUR (or equivalent in other currencies), excluding shipping fees, do not necessarily have to be Properly Tracked.

Furthermore, the SELLER must include, in each shipped package, any product use notice or warranty document, if applicable, in all the official languages of the TERRITORY.

In addition, the SELLER must ensure that it is clearly identified as a seller with respect to the CUSTOMER.

The SELLER shall also make available to the CUSTOMER, for any order, the purchase invoice, which the SELLER shall provide to DECATHLON and the SUBSIDIARIES, upon first request, through the MARKETPLACE CUSTOMER SERVICE.

Finally, in the event that the SELLER has automated the downloading of the CUSTOMER's invoice on the platform, he or she authorizes the MARKETPLACE CUSTOMER SERVICE to provide access to it on the CUSTOMER's order summary accessible via the MARKETPLACE website.

8.4.5 Language and consumer information

The SELLER undertakes to ensure that all information intended for the CUSTOMER in the TERRITORY is written, in a clear and legible manner, and will be available in the official language(s) of that TERRITORY. This obligation extends to, but is not limited to: (i) labeling, packaging, and safety and usage warnings; (ii) instruction manuals and other accompanying documents for the PRODUCTS; (iii) PRODUCT SHEETS, descriptive CONTENTS, price information, warranty terms, and advertising messages. The SELLER shall be solely responsible for any damages caused to the CUSTOMER and/or for any fines, sanctions, or actions brought by the competent authorities resulting from non-compliance with the obligation that information regarding the nature, characteristics, and guarantees of goods or services offered to the public in the national market must be provided in the official language(s) of the concerned TERRITORY. In this case, the SELLER undertakes to fully indemnify DECATHLON and the relevant SUBSIDIARY and to hold them harmless from any liability, covering all harmful consequences arising from such proceedings, without prejudice to DECATHLON’s and SUBSIDIARIES statutory rights or the rights as described in the MARKETPLACE SELLER CONDITIONS.

8.5. Returns

The SELLER undertakes to comply with the requirements related to returns set out in the Decathlon Customer Delivery Experience Framework, as detailed in Appendix 5.

8.5.1 Returns pursuant to the right of withdrawal

The SELLER undertakes to comply with the laws and regulations relating to the right of withdrawal of the CUSTOMERS applicable to the TERRITORY.

To this end, the SELLER shall provide the CUSTOMER with useful information allowing the return of the PRODUCT, and in particular, at least, communicate the applicable withdrawal period via its SELLER’s GTS.

Moreover, in order to offer a positive shopping experience to all MARKETPLACE CUSTOMERS, the SELLER shall apply the following return’s conditions as part of the harmonised global return policy required by the MARKETPLACE:

- Possibility for the CUSTOMER to exercise its right of withdrawal within a minimum of thirty (30) days from the day of receipt of the package by the CUSTOMER ;

- The return is free of charge for the CUSTOMER, in case of withdrawal within the period set by the SELLER (which will be a minimum of thirty (30) days from receipt of the package by the CUSTOMER).

This requirement is an essential requirement of the AGREEMENT.

8.5.2 Returns on legal or commercial warranties

The SELLER undertakes to accept any return of PRODUCTS (as far as possible and only with regard to movable property, in accordance with the definitions of articles 1649*bis* et seq. of the Belgian Civil Code) made by a CUSTOMER pursuant to a legal or commercial guarantee applicable to the TERRITORY.

In order to offer a satisfactory shopping experience for all MARKETPLACE CUSTOMERS, the SELLER shall accept returns under conditions which cannot be less favorable than those set for SELLERS' PRODUCTS in the MARKETPLACE GTS of each TERRITORY.

Unless otherwise provided by the law or regulations of the TERRITORY, in case of return based on legal warranty, the SELLER undertakes to replace or repair the PRODUCT. If applicable, if the CUSTOMER wishes to cancel the sale pursuant to a law or regulation applicable to the TERRITORY, the SELLER undertakes to accept its return and to inform DECATHLON and/or the SUBSIDIARY(IES) concerned, in order to reimburse the CUSTOMER within the legally required deadlines.

8.5.3 Returns methods

a) Standard products

For PRODUCTS whose weight does not exceed 30 kg and whose length does not exceed 1500 mm, the SELLER shall make available to the CUSTOMER, at least, a drop-off return method, allowing the CUSTOMER to drop off the PRODUCT to be returned at a drop-off location. To ensure this return right is effective, the SELLER shall maintain a sufficient network of drop-off locations nationwide, within a reasonable distance from the CUSTOMER's original delivery address.

CUSTOMER returns are initiated directly on the Decathlon website. In order to allow CUSTOMERS to exercise their right of withdrawal and return their PRODUCTS in accordance with Article 8.5.1, for each order placed, the SELLER undertakes to make available a prepaid return label/QR code, within a maximum period of 24 hours from the CUSTOMER return request. This enables the automatic sending of the return label by DECATHLON to CUSTOMERS by email and, as the case may be, on their DECATHLON account.

To meet that requirement, the SELLER shall explicitly choose, via the SELLER INTERFACE, one of the following options:

- the SELLER uses the label creation software solution provided by DECATHLON to generate the return label, and integrates its own carrier contract in DECATHLON's back-office solution. This service of automated creation of return label and tracking link using the seller contract is subject to the prior request of the SELLER and a fee of EUR 0,20 (excl. VAT) per return label generated, invoiced monthly and automatically deducted from the sums received, in accordance with Article 4.3.
- for each order, the SELLER systematically uploads upfront the return label on the SELLER INTERFACE, in the documents section of the order documents page, before the shipment of the PRODUCTS concerned;
- the SELLER uploads the return label on the SELLER INTERFACE upon return request of the CUSTOMER, subject to strict compliance with the above maximum time period of 24 hours, which implies the implementation by the SELLER of dedicated tools (Application Programming Interface) connected to the SELLER INTERFACE.

Return service available in Belgium, Portugal and The Netherlands:
Should the SELLER fail to meet the above requirement, upon expiry of a 24-hour period after the CUSTOMER's return request and without the need of further formal notice, the SELLER hereby expressly authorizes DECATHLON to issue the return label on its behalf. The SELLER acknowledges that DECATHLON shall have the right, but not the obligation, to do so. In such event, this intervention will be visible on the SELLER INTERFACE.

Where the SELLER has not provided its own carrier contract to DECATHLON, the latter is authorized to appoint its own carrier/ the carrier of the SUBSIDIARIES. This additional service with third-party carriers provided by DECATHLON is subject to the payment of fees set out in **APPENDIX 7** , in addition to the amount of EUR 0,20 per return label generated.

The use of this service constitutes an arrangement under which DECATHLON or the SUBSIDIARY acts as a freight forwarder to organize the return transport, without entering into a direct contract of carriage with the CUSTOMER. For each return processed via this service:

- The SELLER remains the sole "Sender" (or "Recipient" of the return) and the primary contracting party regarding the return shipment.
- DECATHLON or the SUBSIDIARY does not take possession of, nor does it exercise any control over, the PRODUCTS being returned.
- The return address displayed on the label shall be the SELLER's designated return address. Under no circumstances shall PRODUCTS be returned to a DECATHLON store or warehouse, unless explicitly agreed otherwise.
- In its capacity as freight forwarder, DECATHLON shall in no event be held liable for any loss, damage, shortage, deterioration, or theft of the goods occurring while said goods are in the custody, under the responsibility, or in the effective possession of the carrier or depository appointed for the performance of the service.

b) Heavy bulky products

For PRODUCTS whose weight is equal to or exceeds 30 kg or whose length is equal to or exceeds 1500 mm (*i.e.*, Heavy Bulky Products as defined in APPENDIX 5), the SELLER shall make available to the CUSTOMER, at least, a pick-up at home return method, whereby the PRODUCT to be returned is collected from the home of the CUSTOMER. For that purpose, the SELLER shall contact the CUSTOMER within 24 hours from the CUSTOMER's return request.

8.5.4 CUSTOMER Refund

In the event of a PRODUCT return accepted by the SELLER and/or DECATHLON and/or the SUBSIDIARY(IES) concerned, DECATHLON shall reimburse the sums paid by the CUSTOMER according to the means of payment initially used by the CUSTOMER to pay for the purchase, unless the CUSTOMER accepts to be refunded by another means of payment.

8.5.5 Consequences of return on sums received by the SELLER

Pursuant to article 8.5.4, and insofar as DECATHLON has already reimbursed the CUSTOMER on behalf of the SELLER:

- In the event that the CUSTOMER's return of the PRODUCT takes place before receipt of the sums to be received by the SELLER, after deduction of the COMMISSION, the SELLER shall ultimately not receive said sums ;
- In the event that the CUSTOMER's return of the PRODUCT occurs after receipt of the sums linked to the sale concerned by the SELLER, after deduction of the COMMISSION, the SELLER authorizes DECATHLON with the PSP to withdraw an amount equivalent to the sale returned to its PAYMENT ACCOUNT.

If it turns out that the SELLER's PAYMENT ACCOUNT was not sufficiently supplied to enable DECATHLON to recover the sums advanced on behalf of the SELLER in respect of the CUSTOMER's reimbursement, the SELLER undertakes to reimburse them promptly according to the means of payment defined by DECATHLON.

8.5.6 Consequences of return on sums collected by DECATHLON

In the event of a PRODUCT return by a CUSTOMER pursuant to the right of withdrawal or harmonized commercial conditions of return of the MARKETPLACE, DECATHLON waives their COMMISSION on the sale.

However, in case of return of the PRODUCT in application of a legal guarantee or a commercial guarantee specific to a SELLER, or in particular in the event of any problems of compliance, safety, recall, etc. the COMMISSION received by DECATHLON shall remain due.

8.6 Customer Service

In order to guarantee a quality and consistent customer experience for all CUSTOMERS, the SELLER delegates to the MARKETPLACE CUSTOMER SERVICE the performance of customer service related to:

a) questions from CUSTOMERS relating to the pre-sale of PRODUCTS, such as ordering procedures etc. ;

b) questions relating to the after-sales of PRODUCTS, including, namely, CUSTOMER requests concerning the follow-up of orders in progress (modify or cancel an order, information on the shipment and/or delivery of the order, return of products and after-sale service).

As a result, the MARKETPLACE CUSTOMER SERVICE is the sole point of contact for CUSTOMERS for the customer contact service. Where applicable,the SELLER therefore undertakes to refer the CUSTOMER to the MARKETPLACE CUSTOMER SERVICE. The SELLER agrees that the provision of the customer service by the MARKETPLACE CUSTOMER SERVICE will be executed according to the opening schedules communicated to the public via the MARKETPLACE and are at the discretion of the latter.

8.6.1. Pre-sales customer service

The Parties agree that the MARKETPLACE CUSTOMER SERVICE provides, by telephone, email and / or chat, on behalf of the SELLER, pre-sales information for CUSTOMERS needing additional information on the PRODUCT(s) or the service. To do this, the SELLER undertakes to complete qualitatively and quantitatively each PRODUCT SHEET and / or to send to the CONTACT PERSON all the information related to the characteristics of the PRODUCTS that he considers necessary.

The MARKETPLACE CUSTOMER SERVICE does not commit to any performance or sales results.

In the event of missing information, the MARKETPLACE CUSTOMER SERVICE will request, in writing, the SELLER. The latter undertakes to provide a response to the MARKETPLACE CUSTOMER SERVICE within a maximum period of three (3) business days of the MARKETPLACE CUSTOMER SERVICE request, while maintaining an average response time in accordance with the relevant Seller Performance Indicator in Appendix 2. The SELLER must be able to respond in one of the official languages of the TERRITORY, or at least in English.

The SELLER further undertakes to provide the CUSTOMER, through the MARKETPLACE CUSTOMER SERVICE, with a final solution within eight (8) business days of the initial MARKETPLACE CUSTOMER SERVICE request, while maintaining an average response time in accordance with the relevant Seller Performance Indicator in Appendix 2.

In the event of lack of response and/or final solution from the SELLER within the aforementioned timeframe, the SELLER expressly authorizes the MARKETPLACE CUSTOMER SERVICE to provide a response or solution to the CUSTOMER, and, if applicable, to cancel the order or activate the refund of the PRODUCT or the order on behalf of the SELLER.

If applicable, the financial support of the solution given to the CUSTOMER will be the responsibility of the SELLER.

8.6.2. Customer service for after-sales

The MARKETPLACE CUSTOMER SERVICE is in charge of responding to CUSTOMERS and providing an answer and / or a solution on behalf of the SELLER. The SELLER authorizes the MARKETPLACE CUSTOMER SERVICE to engage it to CUSTOMERS, without prior validation on its part, in the event of a request to exercise the right of withdrawal. The MARKETPLACE CUSTOMER SERVICE is responsible for assessing the validity of the exercise of the right of withdrawal, with regard to consumer law and the information communicated by the SELLER via its SELLER GTS or its SELLER INTERFACE.

DECATHLON and/or the SUBSIDIARIES will be liable to compensate the SELLER within the limit of the price of the PRODUCT reimbursed by the latter, in the event of a manifest error on its part in the assessment of the validity, a priori, of the exercise of the right of withdrawal. The SELLER may not turn against the MARKETPLACE CUSTOMER SERVICE if the error results from the non-communication by him of information useful for the assessment.

The MARKETPLACE CUSTOMER SERVICE, at the CUSTOMER's request, may come in a non-exhaustive manner: modify the delivery address, cancel an order or ask the SELLER to modify an order when the latter has not indicated via the INTERFACE that he has shipped the order.

For any other customer complaint or dispute, the MARKETPLACE CUSTOMER SERVICE will solicit the SELLER in order to ascertain its positioning and the solution it wishes to provide to the CUSTOMER. It is recalled that the SELLER remains independent in determining its commercial policy within the limits of: what the applicable regulations impose on it, the commitments under the AGREEMENT as well as its SALE AGREEMENT with the CUSTOMER.

The SELLER undertakes to provide a response to the MARKETPLACE CUSTOMER SERVICE within a maximum period of three (3) business days of the MARKETPLACE CUSTOMER SERVICE request, while maintaining an average response time in accordance with the relevant Seller Performance Indicator in Appendix 2.

The SELLER must be able to respond in one of the official languages of the TERRITORY, or at least in English.

The SELLER further undertakes to provide the CUSTOMER, through the MARKETPLACE CUSTOMER SERVICE, with a final solution within eight (8) business days of the initial MARKETPLACE CUSTOMER SERVICE request, while maintaining an average response time in accordance with the relevant Seller Performance Indicator in Appendix 2.

In the event of lack of response and/or final solution from the SELLER within each respective aforementioned timeframe, the SELLER expressly authorizes the MARKETPLACE CUSTOMER SERVICE to provide a response and/or solution to the CUSTOMER, and, if applicable, to cancel the order or activate the refund of the PRODUCT or the order on behalf of the SELLER.

If applicable, the financial support of the solution given to the CUSTOMER will be the responsibility of the SELLER.

Contrary to the foregoing under points 8.6.1 and 8.6.2, the Parties may agree, through DEROGATORY CONDITIONS, that the SELLER himself operates the customer service of the PRODUCTS provided that it is technically possible and that the SELLER is able to guarantee customer service carried out in one of the official languages of the TERRITORY, and of quality in terms compliance with the Appendix 2 hereof and the delight of CUSTOMERS of the MARKETPLACE. In each case, the SELLER agrees to be courteous in his interactions with CUSTOMERS and / or users of the MARKETPLACE.

Any specific conditions concerning customer service are specified in the MARKETPLACE SELLER SPECIFIC CONDITIONS of each TERRITORY.

8.7 After-sales service beyond that provided by MARKETPLACE CUSTOMER SERVICE, especially the repair service

The SELLER shall do its utmost to offer the CUSTOMER a repair solution. It shall also inform the CUSTOMER via the SELLER GTS, about the terms of the after-sales service, the repair solution existing and also about the spare parts available and essential for the use of the PRODUCT.

In order to fulfill its obligations as a seller for after-sales service such as repair, the SELLER ensures that it has a dedicated, available and efficient after-sales service capable of assisting CUSTOMERS in all the languages of the TERRITORY in which it sells or, at least, in English.

8.8 Product recall and other corrective actions

Pursuant to Article 5.2, the SELLER undertakes to inform DECATHLON and the SUBSIDIARIES, via the CONTACT PERSON, without delay of any non-compliance or risk, particularly in terms of safety that one of its PRODUCTS may generate, as soon as it becomes aware thereof.

In such a case, the SELLER undertakes to take any corrective measures at its own expense and without delay, including a PRODUCT recall from MARKETPLACE CUSTOMERS.

The SELLER must immediately inform DECATHLON and the SUBSIDIARIES concerned, via the CONTACT PERSON and/or the MARKETPLACE CUSTOMER SERVICE, of the corrective measures by clearly specifying the PRODUCTS concerned (references), the number of PRODUCTS concerned that it has marketed via the MARKETPLACE SERVICE for each TERRITORY, the reason for these corrective measures, the procedure to be followed by the CUSTOMERS to return the recalled PRODUCTS, the proposed solutions (in particular repair, exchange, reimbursement), contact information for CUSTOMERS so that they can obtain any information they require from the SELLER.

The SELLER will also specify the email address and telephone number of employees within its company responsible for managing the corrective measures to be implemented. In order to answer the MARKETPLACE CUSTOMER SERVICE's questions and provide any useful elements for the proper implementation of these corrective measures, the SELLER must be available from 8:00 a.m. to 6:00 p.m. during working days, in the English or French language. All information required above must be provided by the SELLER in all official languages of the countries where the recalled products were delivered.

In order to guarantee the safety of the CUSTOMER, DECATHLON and the SUBSIDIARIES may, on its own initiative, or at the request of authorities, decide to withdraw the sale or recall PRODUCTS marketed by the SELLER if they are likely to generate a risk to the health or safety of the CUSTOMER. In such a case, DECATHLON and the SUBSIDIARIES undertake to inform in advance or simultaneously the SELLER. Insofar as DECATHLON or one if the SUBSIDIARY has implemented the withdrawal of sale or recall measures due to a safety problem of the PRODUCTS marketed by the SELLER, the financial consequences resulting from said withdrawal of sale or recall measures implemented by DECATHLON or one if the SUBSIDIARY shall be borne exclusively by the SELLER.

8.9 CUSTOMER claims and disputes

8.9.1 Management of CUSTOMER complaints and disputes by the SELLER

It is recalled that the transactions carried out by the SELLER on the MARKETPLACE are concluded directly between the SELLER and the CUSTOMER. DECATHLON and the SUBSIDIARIES are third parties to these transactions and only intervenes as an intermediary for connecting the supply and demand. In this respect, unless the SELLER proves that the dispute is related to a fault attributable to DECATHLON and/or one of the SUBSIDIARIES, the SELLER shall be personally responsible for resolving any disputes with the CUSTOMERS.

However, in order to ensure a high level of quality in the response given to CUSTOMERs, the SELLER undertakes to:

- Interact, in the first instance, through the MARKETPLACE CUSTOMER SERVICE ;
- Do its utmost to achieve an amicable satisfactory and adapted solution for the CUSTOMERS ;
- Provide this solution within five (5) business days of the CUSTOMER's complaint, through the MARKETPLACE CUSTOMER SERVICE or, if not possible, directly.

8.9.2 Intervention by DECATHLON (by MARKETPLACE CUSTOMER SERVICE) on behalf of the SELLER

The SELLER expressly mandates DECATHLON and the SUBSIDIARIES to intervene, via the MARKETPLACE CUSTOMER SERVICE, and propose an answer and/or a solution to the CUSTOMER in the event that the SELLER is unable to provide the final answer and/or solution to the CUSTOMER within the contractually agreed timeframe or, within a reasonable timeframe depending on the question or complaint

This intervention the MARKETPLACE CUSTOMER SERVICE includes, but is not limited to, the possibility of canceling the order or activating the refund of the PRODUCT or the order on behalf of the SELLER.

In this case, unless there is a legitimate and justified refusal by the SELLER, the SELLER agrees to comply with the solution proposed by DECATHLON or the SUBSIDIARIES.

8.10 Evaluation of the SELLER and opinion

The CUSTOMER may assess the SELLER and their PRODUCTS. These opinions will be made public on MARKETPLACE. The SELLER instructs DECATHLON, the SUBSIDIARIES and/or its subcontractors to respond where necessary to such opinions and evaluations. To this end, the SELLER undertakes to provide assistance to DECATHLON, the SUBSIDIARIES and/or its subcontractors in the event of the latter's express request.

In order to preserve the high-quality brand image, reputation and customer satisfaction on the MARKETPLACE, DECATHLON and the SUBSIDIARIES shall be entitled, upon notifying the SELLER, to withdraw from sale:

- any PRODUCT offered for sale by the SELLER, if the average PRODUCT’s assessment by CUSTOMER is less than 3,5 / 5 since the beginning of the activity, after at least 18 evaluations, on all platforms where the SELLER is active ;

- all the PRODUCTS of a brand, if the average PRODUCTS’ assessment by CUSTOMER of the all assessed PRODUCTS of the said brand is less than 3,5 / 5 after at least 20 evaluations, on all platforms where the brand is available.

SELLER expressly prohibits any practice of directly or indirectly issuing false notices or modifying actual notices on the MARKETPLACE for its PRODUCTS or any PRODUCTS sold by a third party.

8.11 SELLER and PRODUCT Performance Indicators

In order to preserve its high-quality brand image, reputation and customer satisfaction wherever DECATHLON GROUP is present, DECATHLON GROUP wishes to offer the best sports and leisure products, as well as the best customer experience, also on MARKETPLACE.

In this context, the SELLER undertakes at all times to comply with the Performance Indicators applicable to SELLERS, listed in Appendix 2.

In addition, the SELLER shall comply with the PRODUCT Performance Indicators applicable on the MARKETPLACE, set out in Appendix 2.

8.12 Obligation of regular activity on the MARKETPLACE

The SELLER must be able to prove regular activity on the MARKETPLACE.

In this regard, the SELLER must, over a period of six (6) consecutive months, on the entire TERRITORY where he is active (regardless of the number of platforms that this represents) :

(1) make, on the entirety of its PRODUCTS offer, at least one (1) sale, not returned by the CUSTOMER ;
(2) make, on the entirety of its PRODUCTS offer, the equivalent of 1.000 EUR in business volume, VAT and shipping fees included, and after deduction of eventual PRODUCTS returns ;
(3) not to have a negative balance, i.e. to make enough sales to have positive funds towards DECATHLON, after deduction of the COMMISSIONS due to DECATHLON, of the monthly subscription due to DECATHLON and of the possible returns of PRODUCTS ;
(4) make, for each category of PRODUCT per brand, the equivalent of 1.000 EUR in business volume, VAT and shipping fees included, and after deduction of eventual PRODUCTS returns;
(5) make, for each PRODUCT it offers, at least one (1) sale, not returned by the CUSTOMER..

In the absence of regular activity, i.e. in the event of non-compliance with any of the above conditions, DECATHLON or the SUBSIDIARIES shall be entitled, in accordance with Article 20 :

- In the event of failure to comply with conditions (1), (2) and/or (3), to immediately suspend the activity of the SELLER and terminate his AGREEMENT;
- In the event of failure to comply with conditions (4) and/or (5), to immediately withdraw from sale the PRODUCTS or categories of PRODUCTS per brand concerned, and, if necessary, delete them permanently.

ARTICLE 9: INTELLECTUAL PROPERTY

9.1 Concerning the PRODUCTS

The SELLER represents and warrants that it is the holder of all industrial and intellectual property rights in the PRODUCTS, or, where applicable, holds the necessary authorisations for their presentation and sale on MARKETPLACE. It guarantees and warrants that the PRODUCTS do not, in whole or in part, affect the rights of third parties, in particular but not exclusively to copyright, trademark rights, design rights, patent law and, more generally, that they do not infringe any other proprietary rights.

The SELLER represents and warrants that it has sufficient rights to present and market the PRODUCTS on the TERRITORY and MARKETPLACE.

The SELLER represents that it is not bound by or does not breach any contractual obligations, in particular but not exclusively relating to any selective or exclusive distribution agreement, restricting or prohibiting the proposal of PRODUCTS on MARKETPLACE.

The SELLER undertakes to submit the documents supporting its rights to DECATHLON and the SUBSIDIARIES upon the signing of this Agreement or at first request. In any event, the SELLER warrants that it has fulfilled all of its obligations with respect to the holders of rights to the PRODUCTS that it proposes to MARKETPLACE.

In the event of a dispute or claim by a third party concerning an intellectual or industrial property right relating to an advertisement posted on the MARKETPLACE, the SELLER must inform DECATHLON in writing and without delay.

If the liability of DECATHLON and/or the SUBSIDIARIES are implicated in a claim or action based on the third party’s intellectual or industrial property rights or on the violation of a selective or exclusive distribution networks, the SELLER undertakes to collaborate with DECATHLON and/or the SUBSIDIARIES in developing a defense strategy. The SELLER undertakes to pay all costs related to the defense of interests of DECATHLON and/or SUBSIDIARIES.

9.2 On the CONTENTS posted by the SELLER

All CONTENTS, which may be subject to property rights, intellectual property, image rights or other private rights, remain the property of the SELLER, subject to the limited rights granted by the license defined below to DECATHLON and the SUBSIDIARIES.

The SELLER acknowledges, undertakes and warrants that it has all the rights and authorisations necessary for the use of its CONTENTS on MARKETPLACE, particularly in respect of applicable legislation and property rights, intellectual property, image, contracts or any other kind.

The SELLER undertakes to submit the documents supporting its rights to DECATHLON upon acceptance of this Agreement at the simple request of the latter. In any event, the SELLER warrants that it has fulfilled all of its obligations with respect to the holders of rights to the CONTENTS that it uses on MARKETPLACE.

For the CONTENTS that it publishes on the MARKETPLACE, the SELLER is aware of its liability as a content editor within the meaning of the law.

By making its content available on the MARKETPLACE, the SELLER accepts that DECATHLON and the SUBSIDIARIES have a free license and sublicense to the intellectual property rights relating to the CONTENTS, in particular but not exclusively to copyrights, trademarks, designs and patents. This license includes the right to represent, reproduce and adapt CONTENTS for the purposes of this AGREEMENT, any related contracts, or for the purposes of advertising (including advertising the MARKETPLACE via its own or through third parties' channels) and promotional operations. The SELLER expressly acknowledges and agrees that this license includes the right for DECATHLON to bid on the SELLER's trademarks as keywords in search engine advertising to promote the SELLER's products on the MARKETPLACE. This license is extended beyond the duration of the AGREEMENT, for the purposes of the PRODUCT SHEET.

It is agreed by the PARTIES that DECATHLON and the SUBSIDIARIES shall have the right to sublicense these rights to other SELLERS, subcontractors, service providers and affiliates for the purposes of this AGREEMENT, in the same limits. In that respect, the SELLER expressly accepts that its CONTENT may be used and merged with the CONTENT of other SELLERS. The SELLER is responsible for its CONTENT, whether the SELLER creates the CONTENT himself or not.

9.3 Intellectual Property of DECATHLON GROUP

9.3.1 The elements of MARKETPLACE and CONTENTS published and incorporated by the DECATHLON GROUP into MARKETPLACE are protected under intellectual property, in particular but not exclusively by copyrights, designs, trademarks, domain names, patents, know-how, software or databases, and are the property of the DECATHLON GROUP. The SELLER acknowledges that these intellectual property rights shall remain the sole property of the DECATHLON GROUP.

9.3.2 On these CONTENTS published by DECATHLON and/or the SUBSIDIARIES, DECATHLON and/or the SUBSIDIARIES grants the SELLER a limited, non-exclusive, revocable licence, without the right to sub-license for simple access, navigation and use linked to MARKETPLACE. This license does not grant the SELLER any other rights, in particular any commercial exploitation rights to these CONTENTS published by DECATHLON and/or the SUBSIDIARIES, nor to CONTENTS published by third parties.

9.3.3 Any reproduction, representation, modification or total or partial adaptation of MARKETPLACE or all or part of the elements on MARKETPLACE or incorporated into MARKETPLACE is strictly prohibited.

ARTICLE 10: PERSONAL AND NON-PERSONAL DATA MANAGEMENT AND ACCESS

10.1 Personal data management

As a preliminary point, the term "Personal Data" must be understood within the meaning given to them in article 4 of Regulation 2016/679 EU (hereinafter the "GDPR Regulation").

DECATHLON and the SUBSIDIARIES, by offering and operating the MARKETPLACE SERVICE, have an interest in jointly organizing certain operations with their respective sellers involving the processing of personal

data. With regard to these operations only, DECATHLON and its relevant SUBSIDIARIES act as joint controllers within the meaning of Article 26 of the GDPR Regulation. The scope of joint control is limited to the following operations:

1. the organization of product returns ;
2. the organization of information relating to the shipment and/or delivery of products ;
3. the organization of After-Sales Service (SAV);
4. the organization of product recalls.

DECATHLON and/or the SUBSIDIARIES, on the one hand and the SELLER(s) on the other hand, acknowledge that they are each a separate and independent controller regarding the processing of Personal Data within the meaning of the GDPR Regulation.

Each Party shall comply with the obligations applicable to it as a controller, within the meaning of Articles 4-7 of the GDPR Regulation, and each Party shall individually and separately be responsible for its own compliance with the GDPR Regulation. The SELLER acknowledges that failure to comply with this commitment will automatically result in the termination of the AGREEMENT and consequently its exclusion from the MARKETPLACE, without prejudice to any action to be initiated by DECATHLON and/or the SUBSIDIARIES and/or the CUSTOMERs and/or any competent data protection authority.

DECATHLON, the SUBSIDIARIES and the SELLER(s) expressly agree to enter into and adhere to the principles and obligations as set forth in the DATA SHARING CHARTER, in Appendix 4, setting out the ethical, technical and legal requirements agreed upon to provide Personal data and the terms on which such Personal data may be used, as an inseparable and internal part of the AGREEMENT, and undertake to fully adhere to it.

PARTIES acknowledge that they may process the Personal data obtained in the context of the MARKETPLACE SERVICE, for reasons such as but not limited to, Maintenance and management of the DECATHLON MARKETPLACE, including fraud detection and prevention measures, the improvement of their internal decision making and their services, for statistical and research purposes and for direct marketing purposes, in line with the Data Sharing Charter and as permitted by the Regulation and other Data protection Regulations.

Personal Data of EU/EEA residents should preferably be processed and stored within the EU/EEA. Where Personal Data is transferred to or accessed from a location outside the EU/EEA, the SELLER shall ensure it has appropriate contractual, organizational, administrative and technical measures and safeguards in place to lawfully conduct such transfers, including, as applicable, reliance on an adequacy decision, execution of Standard Contractual Clauses or any other approved transfer mechanisms, implementation of necessary supplementary measures informed by a transfer risk assessment and maintenance of documented policies and security controls commensurate with the risk. The SELLER understands and accepts that communication of Personal Data outside the EU/EEA and transparency regarding such transfers fall within its obligations, including providing clear information to data subjects and responding to requests relating to cross-border processing.

DECATHLON may, from time to time, process personal data based on its legitimate interests. In such circumstances, DECATHLON will conduct a Legitimate Interest Assessment (LIA) to ensure compliance with all applicable data protection laws and regulations.

Through the establishment of the LIA, DECATHLON ensures that:

1. The data processing is necessary for the legitimate interests pursued by DECATHLON and purpose of the processing is clearly defined and lawful;
2. The legitimate interests of DECATHLON are not overridden by the interests, rights, or fundamental freedoms of the applicable data subjects. A thorough balancing test is conducted to assess any potential impact on the applicable individuals;
3. Appropriate technical and organisational measures are in place to protect personal data, ensuring its security and confidentiality.

By performing the Legitimate Interest Assessment, DECATHLON demonstrates its commitment to transparency, accountability, and adherence to the highest standards of data privacy and security.

The PARTIES declare that the table provided in Appendix 4 constitutes "the essence of their arrangement" and that they respectively undertake to comply with the Data Sharing Charter included therein.

10.2 SELLER SALES DATA and access

10.2.1. Definition and access

As part of the MARKETPLACE SERVICE, DECATHLON and/or the SUBSIDIARIES collect and process SELLER SALES DATA, as defined in the preliminary section of these MARKETPLACE SELLER CONDITIONS.

Through the SELLER INTERFACE, DECATHLON makes available to each SELLER, free of charge, a set of basic data points and performance indicators relating exclusively to the SELLER's own sales on the MARKETPLACE.

DECATHLON and/or the SUBSIDIARIES may, from time to time, update or expand the categories of SELLER SALES DATA accessible via the SELLER INTERFACE. If access conditions to certain categories change, the SELLER will be given at least thirty (30) days' prior notice before such changes take effect.

10.2.2. Paid additional services.

In addition, DECATHLON may offer optional data analytics services through the SELLER INTERFACE. These optional services consist of enhanced, aggregated or processed data insights designed to provide the SELLER with more detailed analyses of its activity. Such services are subject to a separate subscription and payment, under the financial conditions applicable at the time of subscription.

10.2.3. Exclusion of other sellers' data.

Under no circumstances will SELLER SALES DATA relating to other sellers be made available to the SELLER.

10.3. Data sharing for the provision of complementary services by Trusted Partners

DECATHLON may facilitate complementary services provided by TRUSTED PARTNERS, directly within the SELLER INTERFACE. For this purpose and on the basis of its legitimate interests, DECATHLON may share limited SELLER data with TRUSTED PARTNERS solely to enable them to assess the relevance of their services for the SELLER and to contact the SELLER with a related proposal.

Such data sharing is strictly limited to what is necessary and includes:

- the SELLER SALES DATA (as defined in Article 10.2.1), in proportion to what is necessary; and
- the SELLER's professional contact details, such as Seller ID, corporate name and professional email address.

Each TRUSTED PARTNER acts as an independent data controller and is contractually bound to use the data exclusively for the purpose described above.

This data sharing expressly excludes any Personal Data relating to CUSTOMERS/End-Users.

In addition, at least fifteen (15) days prior to such data sharing, DECATHLON shall send a dedicated communication to the SELLER (via email or the SELLER INTERFACE) informing them of the intended sharing of their SELLER SALES DATA with the identified TRUSTED PARTNER. This communication will specify the procedure for the SELLER to refuse such sharing before it takes effect.

The SELLER may opt-out of this data sharing via the SELLER INTERFACE settings. Any opt-out shall apply to future data transfers and shall not affect processing carried out prior to the objection. Regarding data already transferred, DECATHLON undertakes to notify the relevant TRUSTED PARTNER(S) of the SELLER's objection, requesting them to delete the SELLER's data in accordance with their contractual obligations.

In the event a TRUSTED PARTNER is delisted or removed from the SELLER INTERFACE (a "Removed Partner"), DECATHLON shall immediately cease the transmission of any new SELLER data to such Removed Partner. The handling of data previously transmitted to the Removed Partner depends on the SELLER's relationship with said Partner:

1) With respect to SELLER data belonging to SELLERS who have not entered into a direct agreement with the Removed Partner, DECATHLON represents that the agreement executed with the Trusted Partner contains a binding provision requiring the immediate deletion or destruction of such data upon the Trusted Partner's removal. DECATHLON undertakes to use commercially reasonable efforts to enforce such obligation in the event of delisting.
2) With respect to SELLER data belonging to SELLERS who have entered into a direct agreement with the Removed Partner, the retention, return, or deletion of historical data already in the possession of the Removed Partner is governed exclusively by the terms of said direct agreement. DECATHLON shall have no liability regarding the Removed Partner's compliance with its data obligations under that separate agreement.

ARTICLE 11: TAX AND SOCIAL SECURITY OBLIGATIONS

11.1, General Tax and Social Obligations

The SELLER shall be solely responsible for fulfilling all of its obligations under the laws and/or regulations in force or coming into force on the TERRITORY, with regard to taxes and levies, in particular VAT, excise duty, compensation or unemployment insurance, social security, compensation for industrial accidents, invalidity pensions and withholding tax (the "Tax Obligations"). The SELLER agrees to indemnify and hold the DECATHLON GROUP harmless from all claims, losses, costs, fees, liabilities, damages or injuries suffered by the DECATHLON GROUP as a result of the SELLER's inability to fulfill the tax obligations properly.

In particular, if PRODUCTS stored in the EU were not definitively imported and released for free circulation (acquitted of all customs duties and import VAT) as per Article 5 herein, the SELLER shall be solely liable for any customs duties, taxes, or administrative penalties imposed on DECATHLON or its SUBSIDIARIES resulting from a breach of the aforementioned import obligations (notably under the 'Deemed Importer' status). DECATHLON reserves the right to: (i) immediately suspend or permanently delist the SELLER in the event of non-compliance, and (ii) set off any costs, fines or duties claimed by customs authorities against any sums due to the SELLER.

The SELLER undertakes to carry out its transactions on MARKETPLACE in compliance with VAT laws. This includes, among other things, the supply of a VAT invoice in the prescribed time, which is fully compliant with applicable VAT legislation, to CUSTOMERs in the event of a transaction. In case the SELLER has been notified by tax authorities of an infraction or an investigation of any kind with regard to a transaction on MARKETPLACE, the SELLER is obliged to notify DECATHLON and the SUBSIDIARIES as soon as possible and provide all relevant details surrounding the infraction or the investigation.

If the SELLER is a natural person, he or she undertakes to be registered with a trade register, or similar applicable for independent workers or, at least, carry out their activity under an authorized regime.

DECATHLON and the SUBSIDIARIES cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

DECATHLON or the SUBSIDIARIES will, in case of request from the public authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities.

11.2, SELLER's Reporting Obligations on DAC7 Information

DECATHLON and/or the SUBSIDIARIES are legally obliged to collect information about the SELLER and its activity on the MARKETPLACE and to report this information to the competent authorities every year (as provided for by the Council Directive (EU) 2021/514 of March 22, 2021, hereinafter "**DAC7 Directive**"). The information required from the SELLER (hereinafter the "**DAC7 Information**") include in particular the following one: its legal name, primary address, Identification Number(s) and Member State(s) of issuance, Value Added Tax identification number(s), business registration number(s), the existence of any permanent establishment(s) through which the SELLER sell PRODUCTS in the Union as well as the Member State(s) where such a permanent establishment is located.

Upon request of DECATHLON or the SUBSIDIARIES, the SELLER undertakes to provide any other information required by the DAC7 Directive or any other Directive or Regulation amending, supplementing or replacing the DAC7 Directive.

In respect of the DAC7 Directive, the PARTIES agree to the following:

(i) the SELLER shall provide DECATHLON or the SUBSIDIARIES with all DAC7 Information;
(ii) the SELLER is responsible and shall ensure that all DAC7 Information provided to DECATHLON or the SUBSIDIARIES is at all time accurate, complete and up-to-date;
(iii) the SELLER shall take all necessary measures to ensure that any DAC7 Information that is no longer accurate is rectified and shall inform DECATHLON and the SUBSIDIARIES immediately, and at the latest within two (**2**) weeks, in case of any change or rectification of any DAC7 Information;
(iv) To comply with its legal obligations, DECATHLON or the SUBSIDIARIES or any third-party appointed by DECATHLON or the SUBSIDIARIES, may verify the accuracy and completeness of the DAC7 Information and report these information to the competent authorities;
(v) DECATHLON or the SUBSIDIARIES shall provide the SELLER with access to the DAC7 Information submitted to the competent authorities.

In accordance with the (iii) above, if after verification by DECATHLON or the SUBSIDIARIES or any third-party appointed by DECATHLON or the SUBSIDIARIES or if after the reception by the SELLER of the DAC7 Information submitted to the competent authorities, the DAC7 information provided by the SELLER appears to be inaccurate or incomplete, the SELLER shall take immediately all necessary measures to verify and, if necessary, to rectify the information provided to ensure this information is accurate and complete.

In accordance with Article 20.2.1 of this AGREEMENT, DECATHLON and/or the SUBSIDIARIES have the right to suspend the SELLER's account with immediate effect in case any DAC7 Information is incomplete, incorrect, delayed or not provided.

The SELLER shall reimburse DECATHLON or the SUBSIDIARIES any penalties, fines, damages or costs resulting from the delayed, incorrect or incomplete provision of the reporting of DAC7 Information.

This Article 11.2 shall automatically apply in respect of any other Directive or Regulation amending, supplementing or replacing the DAC7 Directive.

ARTICLE 12: OTHER OBLIGATIONS RELATED TO THE USE OF THE TECHNICAL SOLUTION AND THE USE OF THE MARKETPLACE SERVICE

12.1 COOPERATION

The SELLER undertakes to cooperate with the TECHNICAL SERVICE PROVIDER and DECATHLON and to ensure the cooperation of all its agents (employees, subcontractors, etc.). Furthermore, the SELLER undertakes to report back to DECATHLON any errors encountered as soon as possible and authorizes DECATHLON, the SUBSIDIARIES and its service providers, particularly the TECHNICAL SERVICE PROVIDER, to carry out tests to ensure the operability of MARKETPLACE SERVICE and the MARKETPLACE.

12.2 BACKUP

The SELLER undertakes to make the necessary backups of data, files, programs, documentation and information of any kind which may be made available to the TECHNICAL SOLUTION and/or the TECHNICAL SERVICE PROVIDER or to which the TECHNICAL SOLUTION and/or the TECHNICAL SERVICE PROVIDER may have access.

12.3 COMPLIANCE WITH APIs

The SELLER undertakes to use the APIs made available by the TECHNICAL SOLUTION and/or the TECHNICAL SERVICE PROVIDER in strict compliance with the documentation of the TECHNICAL SOLUTION and the TECHNICAL SERVICE PROVIDER (excluding, for example, any use for testing the services offered by DECATHLON and the SUBSIDIARIES). This documentation may be provided to the SELLER upon simple written request.

In particular, the SELLER undertakes that its use of these APIs will not disrupt the provision of the MARKETPLACE SERVICE provided by DECATHLON and the SUBSIDIARIES. The SELLER acknowledges and accepts that in the event of non-compliance with the provisions of this clause, DECATHLON and the SUBSIDIARIES cannot guarantee the availability of the MARKETPLACE SERVICE.

12.4 COMPLIANCE WITH THE INTELLECTUAL PROPERTY OF THE TECHNICAL SOLUTION

The SELLER undertakes not to infringe, directly or indirectly, the TECHNICAL SOLUTION. In particular, it undertakes not to:

- Attempt to copy, modify, reproduce, create any derivative work, alter, create a mirror, republish, download, display, transmit or distribute all or any part of the TECHNICAL SOLUTION in any form, on any medium or through any means whatsoever;
- Attempt to disassemble, carry out any backwards or reverse or retro-engineering or otherwise make all or part of the TECHNICAL SOLUTION understandable;
- Access all or part of the TECHNICAL SOLUTION in order to design a competing solution;
- Access the TECHNICAL SOLUTION in the form of source code or unlocked coding with comments;
- Use a robot, particularly exploration (spider), a search or recovery application for websites or any other means to recover or index all or part of the TECHNICAL SOLUTION;
- Attempt in any way to remove, bypass any technical protection measure (TPM); generally, the TECHNICAL SOLUTION, the SELLER will receive personal identifiers.

12.5 ACCESS TO THE TECHNICAL SOLUTION

In order to use the SELLER INTERFACE and, more generally, the TECHNICAL SOLUTION, the SELLER will receive personal identifiers.

The SELLER identifiers are placed under its sole and entire responsibility.

The SELLER shall alone bear all the consequences of the loss or fraudulent use of these identifiers.

The SELLER also agrees to take any measures necessary for their proper conservation and to prevent disclosure to unauthorized third parties.

12.6. ACCESS TO CONTENT

MARKETPLACE may host links to third-party sites, particularly as part of supply-demand networking. By clicking on these links, the SELLER acknowledges that DECATHLON and/or the SUBSIDIARIES cannot guarantee the content thereof, and therefore agrees to access them at its own risks. Consequently, DECATHLON and/or the SUBSIDIARIES cannot be held liable for any damage resulting from the access and/or use of MARKETPLACE SERVICE and the MARKETPLACE and the information it contains.

The SELLER is informed that DECATHLON and/or the SUBSIDIARIES may temporarily interrupt access to the MARKETPLACE SERVICE and the MARKETPLACE for technical reasons, particularly for maintenance purposes. The SELLER accepts these interruptions and waives any claim in this respect.

The use of MARKETPLACE SERVICE and the TECHNICAL SOLUTION by the SELLER implies the knowledge and acceptance of the characteristics and limitations of the technologies inherent to the Internet, particularly with regard to response times to consult or query the server hosting the MARKETPLACE, technical performance, the risks of interruption and, more generally, any risk incurred during data transmission. Consequently, DECATHLON and/or the SUBSIDIARIES cannot under any circumstances be held liable, without this list being exhaustive, for:

- any information consulted on MARKETPLACE which is not posted by DECATHLON and/or the SUBSIDIARIES;
- any malfunction of the network preventing the proper functioning of MARKETPLACE or the TECHNICAL SOLUTION;
- loss of any data;
- malfunction of any software;
- the consequences of any computer virus, bug, anomaly or failure;
- any damage caused to the SELLER's IT equipment.

12.7 SELLER'S OTHER COMMITMENTS

The SELLER warrants to DECATHLON and/or the SUBSIDIARIES that none of the CONTENTS it publishes on MARKETPLACE are contrary to good morals and applicable laws on TERRITORY and that it shall not:

- Commit any illegal acts;
- Extract or collect personal data from CUSTOMERS or any other user of MARKETPLACE by any means;
- Extract, collect or save strategic data belonging to DECATHLON and/or the SUBSIDIARIES
- Extract, record or exploit, for purposes other than those specified in the AGREEMENT, the contents of third parties subject to intellectual property rights, relating to privacy, personal data or image rights;
- Store, disseminate or publish any content that is illegal, harmful, offensive, degrading, racist, pornographic, including sexual, inciting hatred, suicide, discrimination, the commission of crimes and offences, revisionist, contrary to good morals, infringing privacy or violating the private rights of third parties, including the right to image of persons and property, intellectual property rights or the right to privacy;
- Store, disseminate or publish any information that could reveal, directly or indirectly, political, philosophical or religious opinions, trade union membership, health status or sexual orientation;
- Publish CONTENTS on MARKETPLACE on behalf of a third party;
- Usurp the identity of a third party and/or publish any personal information of a third party;
- Store, distribute or publish any content that may directly or indirectly harm the interests of the DECATHLON GROUP.
- In general, the SELLER undertakes to refrain from any behavior contrary to sports ethics or values and interests of the DECATHLON GROUP.

12.8. CONTENT DELETION

In its capacity as hosting provider, DECATHLON and/or SUBSIDIARIES cannot be held liable for the activities or content stored on MARKETPLACE. Consequently, DECATHLON is not required to exercise an a priori control over the quality, security, veracity or legality of the CONTENTs filed by the SELLER.

However, in order to comply with the applicable regulations or to uphold the SELLER’s commitments under this AGREEMENT, DECATHLON and/or the SUBSIDIARIES, as soon as it becomes aware of an unlawful

CONTENT, under the conditions required, will act promptly to remove the said CONTENT or to prevent access to them.

ARTICLE 13: COMPLIANCE – ETHICS

13.1. Compliance with applicable laws

The SELLER declares and warrants that it complies and will comply with all national and international rules on ethical and responsible conduct, including, but not limited to: ANTICORRUPTION LAWS, COMMERCIAL RESTRICTIONS LAWS, Human Rights and in particular the French law on the duty of care, the prohibition of child labor and forced labor, the fight against discrimination, environmental protection, sustainable development and competition law.

The SELLER declares that it is aware of the Code of Conduct for DECATHLON's business partners and undertakes to comply with it.

The SELLER must: (a) comply with the COMMERCIAL RESTRICTIONS LAWS in connection with the performance of its obligations under the AGREEMENT; (b) refrain from any action or omission which may result in the breach by DECATHLON or the SUBSIDIARIES of the COMMERCIAL RESTRICTION LAWS or subjecting the latter to restrictions or sanctions, or suffer any harmful consequences, in direct or indirect connection with the COMMERCIAL RESTRICTIONS LOWS or be designated as a SANCTIONED PERSON.

During the entire term of the AGREEMENT, the SELLER must immediately notify DECATHLON of (i) any breach of the COMMERCIAL RESTRICTIONS LAWS or (ii) any related claim, investigation or proceedings against it.

13.2. Anti-corruption obligations

The SELLER, its subsidiaries, branches, directors, officers, employees, agents, service providers, co-contractors and any person acting on its behalf shall not give, offer or authorize the gift to anyone, directly or indirectly, of any advantage whatsoever, with the aim of exerting undue influence on the actions or decisions of a person in connection with the performance of this agreement.

Throughout the duration of this contract, the SELLER undertakes to respond in good faith and within a reasonable time to requests for information and questionnaires sent by DECATHLON as part of its third party evaluation system.

13.3. Duty of care and ethical and sustainability commitments

In accordance with the values of Vitality, Responsibility, Authenticity and Generosity of the DECATHLON GROUP, the SUBSIDIARIES expect their business partners to share these values and to conduct their business, actions and behaviors, taking into account business ethics, human rights, security and the environment and the impacts of their activity.

Each PARTY undertakes to execute the agreement in full compliance with all legal and regulatory provisions applicable to companies, as well as all applicable rules, laws and regulations in its field of activity and/or which may be applicable to it in terms of ethical and responsible behaviour standards.

The SELLER represents and warrants (i) that it is a responsible organisation that applies high ethical standards in all its commercial activities and related operations, (ii) that its legal representatives, subsidiaries, agents and subcontractors comply with the DECATHLON GROUP Code of Conduct, attached as in Appendix 3, and (iii) that it has adopted its own code of conduct and acts accordingly. Moreover, the SELLER is bound to respect and adhere to the binding principles and guidelines outlined in the Code of Conduct for AI Use (attached in Appendix 6).

Furthermore, where the SELLER is also the manufacturer of the PRODUCT it offers on the MARKETPLACE, it undertakes to ensure the traceability of its own manufactured PRODUCTS regarding its direct partners in the supply chain.

The SELLER shall appoint a person within its own organization to be responsible for the ethical and sustainability commitments referred to in this Article 13.3 and shall share the contact information of this person with DECATHLON through the SELLER INTERFACE. This person is authorized to legally represent the SELLER in the for the purposes of the execution of this Article 13.3.

The SELLER shall use its best efforts to complete any survey made by DECATHLON in order to assess, for statistical purposes only, the overall sustainability of all SELLERS' activities on the MARKETPLACE. DECATHLON shall keep confidential any data provided by the SELLER as part of such a survey.

13.4 Extended Producer Responsibility

Where the SELLER offers on the MARKETPLACE any PRODUCTS, including but not limited to sport products, textile, shoes, toys, packaging, batteries and electrical and electronic equipment, etc., which are subject to any Extended Producer Responsibility (hereafter "**EPR**") regulations, the SELLER undertakes to comply with the EPR regulations applicable to the countries where its PRODUCTS are sold and delivered. In particular, the SELLER shall provide DECATHLON and/or the SUBSIDIARIES with all necessary information required by any applicable EPR regulation, such as, but not limited to, the unique identification number(s), registration certificate(s) and/or any information on the SELLER's company or relating to the PRODUCTS offered for sale by the SELLER.

If after verification by DECATHLON or the SUBSIDIARIES or any third-party appointed by DECATHLON or the SUBSIDIARIES the information referred to in the EPR regulation(s) provided by the SELLER appears to be inaccurate or incomplete, the SELLER shall take immediately all necessary measures to verify and, if necessary, to rectify the information provided to ensure this information is accurate and complete.

If the SELLER fails to meet any of the requirements of the applicable EPR regulation(s) or fails to provide all necessary information referred to in the EPR regulation(s), DECATHLON and/or the SUBSIDIARIES shall be entitled to suspend the SELLER for non compliance with its legal obligations and the Article 13 of this AGREEMENT, in accordance with the ARTICLE 20 of this AGREEMENT.

The SELLER agrees that it is solely responsible for all costs, fees, fines, penalties, expenses, and liabilities arising from or related to the SELLER's non-compliance with any applicable laws, regulations, or its contractual obligations (collectively, "**EPR Costs**"). These EPR Costs shall include, without limitation:

1. Any fines, penalties, or other charges levied directly against DECATHLON and/or the SUBSIDIARIES, by any competent authority as a result of the SELLER's non-compliance;
2. Any costs incurred by DECATHLON and/or the SUBSIDIARIES on the SELLER's behalf to ensure or restore compliance.

For the avoidance of doubt, any EPR Costs supported by any SUBSIDIARIES and subsequently re-invoiced to DECATHLON via an intra-group recharge shall be considered EPR Costs due by the SELLER directly to DECATHLON.

The SELLER shall reimburse DECATHLON for all EPR Costs upon first demand. In addition and without prejudice to any other rights or remedies available to DECATHLON, the SELLER expressly agrees that DECATHLON may, to the extent permitted by applicable law, deduct and set-off any and all such EPR Costs due to DECATHLON under the present ARTICLE 13.4 from any funds held within the SELLER's associated PSP wallet.

13.5 Audit Rights

In the event of:

- breach or suspicion of breach of the Compliance Clause;
- wrongdoing attributed to the SELLER showing the name of the SELLER and/or DECATHLON or the SUBSIDIARIES or DECATHLON GROUP in the media;

throughout the term of this AGREEMENT, the SELLER shall, in compliance with applicable laws, cooperate and provide any reasonable assistance to DECATHLON to enable DECATHLON or the SUBSIDIARIES to form a conviction on any potential or proven violation of the Compliance Clause (this Article 13) or on the commission of the facts by the SELLER resulting in the appearance of the name of the SELLER and/or DECATHLON or the SUBSIDIARIES or DECATHLON GROUP in the media.

To this end, at the request of DECATHLON or of any of the SUBSIDIARIES or on the SELLER's own initiative, the SELLER shall communicate any relevant documents to DECATHLON.

ARTICLE 14: CONFIDENTIALITY

The PARTIES undertake, on their behalf and on behalf of their employees, to keep confidential, on the one hand, the AGREEMENT, on the other hand, all technical, commercial, strategic or economic information, whether with figures or encrypted or not, that the PARTIES have been asked to exchange during their business relationship, whether this information was obtained directly or indirectly, in writing or orally.

Consequently, the PARTIES undertake:

- to not market, publish or disclose in any way, in public or private, use for himself or anyone the confidential information;
- not to use confidential information for any purpose other than the needs of this AGREEMENT;
- not to copy, reproduce or duplicate, in whole or in part, such confidential information;
- to ensure their safety in general by taking all measures it deems useful, which must in any case be sufficient to ensure confidentiality;
- to enforce these provisions on any person who has been able to access this information and, in general, any person acting as part of this AGREEMENT. To this end, the PARTIES undertake, if necessary, to have each of the said persons sign a confidentiality undertaking in accordance with this AGREEMENT.

This provision is valid both for the duration of the PARTIES' business relationship and beyond, as long as such confidential information is not, as it is and entirely, freely accessible to the public without breach of a confidentiality undertaking.

Information, or part of the information, is not understood as confidential information for this AGREEMENT, as it stands and in full:

- for which the PARTY may provide proof of its knowledge prior to disclosure;
- which were or have become freely accessible to the public or which have been the subject of disclosures by a third party without breach of law or contract;
- for which the PARTY concerned authorizes the other Party, in express prior written form, to a defined disclosure.
- confidential information that does not identify the PARTY to which it relates.

The disclosures imposed by a final and binding court decision will not be considered wrongful, subject to immediately notifying the other PARTY, limiting it to the strict information requested and informing the recipient of the confidentiality of such information.

The communication by DECATHLON or the SUBSIDIARIES, within the DECATHLON GROUP as well as to any TRUSTED PARTNERS selected by DECATHLON for the purpose of the TRUSTED PARTNERS offering or providing complementary services directly to the Sellers, of the elements listed in paragraph 1 of this AGREEMENT is not considered to be at fault.

ARTICLE 15: REFERENCE

DECATHLON and the SELLER allow each other to cite their names on the reference list of third parties in relation respectively to DECATHLON / MARKETPLACE, and the SELLER. It is understood between the PARTIES that this mutual authorisation is granted solely for the purpose of communicating with third parties on

the existence of the commercial relationship between DECATHLON/MARKETPLACE, and the SELLER as governed hereby.

In this case, the PARTIES undertake to provide each other with a graphical representation of the communication elements linked to their name.

Each PARTY may only use the communication elements transmitted by the other PARTY, and shall ensure and maintain a qualitative picture of DECATHLON and the SELLER and MARKETPLACE.

The SELLER and DECATHLON and the SUBSIDIARIES undertake to comply with the conditions of this authorisation.

DECATHLON or the SUBSIDIARIES and the SELLER reserve the right to withdraw, temporarily or permanently, said authorisation thereafter. In the event of a request for withdrawal by either PARTY, the PARTIES undertake to remove the related communication elements in the name of the other PARTY as soon as possible. It is understood between the PARTIES that the deletion of the communication elements linked to the name cannot be implemented in the event of absolute material impossibility of deletion, for example authorisation given on a paper medium already distributed.

This mutual authorisation is only valid for the duration of this AGREEMENT.

ARTICLE 16: PARTIAL INVALIDITY - TOLERANCE - ENTIRE AGREEMENT - FORCE MAJEURE

If one or more provisions of this AGREEMENT are declared ,in whole or in part, illegal, unenforceable, null or void by application of the applicable law, regulation or following a final judicial or administrative decision of a competent court or authorities, such provision(s) shall be deemed unwritten without affecting the legality, validity, or enforceability of the other provisions of this AGREEMENT.

In such a case, PARTIES shall endeavour to negotiate immediately and in good faith a valid replacement of the affected provision(s) which reflects, as far as possible, the original intention of the PARTRIES and whose economic consequences shall be identical or as close as possible to the affected provision(s).

The fact that either PARTY has not required the application of any clause of the AGREEMENT, either permanently or temporarily, shall under no circumstances be considered as a waiver of such clause.

The PARTIES cannot be held liable to each other for non-performance of the AGREEMENT due to an event of force majeure. Force majeure means any event outside the PARTIES and beyond their control, which is unforeseeable, and preventing the performance of the AGREEMENT, in whole or in part.

In such a case, the performance of their obligations towards each other would be suspended until such time as this impossibility of performance has disappeared, without such suspension being entitled to compensation.

ARTICLE 17: INDEPENDENCE

As crucial and decisive conditions for DECATHLON's and the SUBSIDIARIES’consent to this AGREEMENT, the SELLER undertakes to comply strictly with the following obligations.

The SELLER has not, at any time or under any circumstances, mandate or power to commit or represent DECATHLON and/or the SUBSIDIARIES and may not make any commitments in its name and/or on behalf of DECATHLON and/or the SUBSIDIARIES. The SELLER undertakes not to do anything that may mislead the CUSTOMER or other third party in this respect and not to make any commitments or offer any guarantees on behalf of DECATHLON and/or the SUBSIDIARIES other than those expressly indicated to it by DECATHLON and/or the SUBSIDIARIES.

The SELLER may never be considered an employee or agent of DECATHLON and/or the SUBSIDIARIES or any other legal entity represented for the purposes hereof by DECATHLON and/or the SUBSIDIARIES. The AGREEMENT preserves the independence of the PARTIES and does not generate any relationship of subordination or representation.
The SELLER alone shall determine the actions to be taken to enable it to carry out its tasks and achieve the contractual objectives, its sole constraint being that its actions comply with the brand image and the quality reputation of the PRODUCTS of the DECATHLON GROUP.

The SELLER freely chooses its organization (legal structure, working methods, methods of promotion, etc.). It shall therefore insure the risks inherent in its personal activity and take out an insurance policy under the conditions defined in article 19 of this AGREEMENT.

If the SELLER is a natural person, he or she undertakes to be registered with the trade and independent workers register or to carry out their activity under an authorized regime (*e.g.* sole trader).

Similarly, the SELLER shall be solely responsible for all costs related to the carrying out of its activity and shall personally pay the related social and tax contributions.

The SELLER acknowledges that, throughout the entire term of its contractual relationship with DECATHLON, it retains and incurs sole responsibility in the event of insufficient diversification of its customers and activities.

It shall be personally responsible for any recourse or claim by one of its co-contractors in the event of insufficient customers when the contractual relationship with DECATHLON is terminated under the AGREEMENT for any reason whatsoever. It undertakes to indemnify the DECATHLON GROUP for any prejudice suffered by the latter as a result of any such remedy or claim.

ARTICLE 18: WARRANTIES AND INDEMNIFICATION

The SELLER warrants to DECATHLON and the SUBSIDIARIES that it complies with all the provisions of the AGREEMENT and in particular the KEY REQUIREMENTS.

The SELLER represents and warrants that it has sufficient rights to present and market the PRODUCTS on the TERRITORY and MARKETPLACE.

The SELLER declares that it is not bound by any contractual obligations, in particular but not exclusively by any selective or exclusive distribution agreement, restricting or prohibiting the proposal of PRODUCTS on the TERRITORY and the MARKETPLACE.

The SELLER undertakes to inform DECATHLON and the SUBSIDIARIES, in writing and without delay, of any risks, which may be brought to its attention, incurred as a result of the marketing of the PRODUCTS and/or the publication of the CONTENTS, and/or any actions brought against it in relation to the PRODUCTS and CONTENTS.

The SELLER undertakes to indemnify DECATHLON and, where applicable, the SUBSIDIARIES in the event of non-compliance with the KEY REQUIREMENTS of DECATHLON. This compensation shall cover all losses suffered by DECATHLON and the SUBSIDIARIES.

Furthermore, the SELLER shall hold harmless and fully indemnify DECATHLON and, where applicable, the SUBSIDIARIES against any and all claims, proceedings, sanctions, and financial consequences (including administrative fines, legal fees, and product recall expenses) of any kind whatsoever of third parties, arising out of or in connection with the PRODUCTS offered or sold by the SELLER, and the CONTENTS provided by the SELLER.

Furthermore, in the event that DECATHLON and, where applicable, the SUBSIDIARIES are sued, under this article, by a judicial or administrative authority, the SELLER shall assist in the action against which DECATHLON could be subject, in particular with regard to the production of any evidence enabling the prevention of a conviction in this respect. DECATHLON and, where applicable, the SUBSIDIARIES also

reserve the right to call on the SELLER as a guarantee, in the event that the latter's liability is established under this article. DECATHLON reserves the right, at its sole discretion, to assume the exclusive defense and control of any matter subject to indemnification by the SELLER, provided that DECATHLON consults with the SELLER in good faith regarding the overall defense strategy, and that any legal fees incurred and subject to indemnification remain reasonable. The SELLER shall not settle any claim or proceeding affecting DECATHLON's rights, reputation, or liability without DECATHLON's prior written consent.

Finally, in order to satisfy the requirements of this clause, as well as the conditions of the AGREEMENT, the SELLER represents that it has taken out any compulsory insurance and/or which it deems necessary to cover the risks, repercussions and consequences of its activity, and at least professional civil liability insurance. No limit, particularly cap, to these insurance policies may be considered as a recognition by DECATHLON and the SUBSIDIARIES of any limitation to the SELLER's liability.

ARTICLE 19: INSURANCE

DECATHLON has taken out an insurance policy covering the consequences of its civil liability.

As this insurance policy covers only damage incurred by DECATHLON's own liability, the SELLER must be personally insured for loss and/or damage caused to third parties as a result of its actions and/or its employees, as well as risks arising from its activities or due to poor performance of its obligations as set out in this AGREEMENT and more generally due to non-compliance with state of the art professional practices.

It is expressly agreed that the PRODUCTS and the execution of the SALE AGREEMENT the CUSTOMERS are under the sole responsibility of the SELLER, who shall bear the consequences of any losses they may suffer.

The SELLER is personally liable for its own equipment and the PRODUCTS for which it is responsible.

In this respect, it undertakes to take out insurance for all its equipment and all materials and PRODUCTs owned and held by it, whether during the period of installation or use thereof until they are returned to DECATHLON or until full payment of the PRODUCT by the customer.

The SELLER shall take out insurance, for a substantial amount, and in accordance with the risks inherent in its activity, with an insurance company for any losses it may cause as a result of the performance of this AGREEMENT.

In this respect, the SELLER shall provide DECATHLON with proof of the purchase of an insurance policy by the date of acceptance of this contract. The SELLER undertakes to maintain this insurance for the entire term of the AGREEMENT and to send DECATHLON, in the event of a change to said insurance policy, a new proof of subscription.

It is specified that the amounts subscribed cannot under any circumstances be considered as a recognition by DECATHLON and the SUBSIDIARIES of a limitation of the SELLER's liability.

ARTICLE 20: SUSPENSION AND TERMINATION

20.1. Procedure in case of non-compliance with the Performance Indicators by the SELLER

In order to ensure a quality brand image, excellent customer satisfaction, the best sports products and the best customer experience on the MARKETPLACE, the SELLER is required to comply with the Performance Indicators detailed in Appendix 2.

In order to guarantee compliance with these requirements and to maintain their level, DECATHLON and the SUBSIDIARIES support the SELLERS and apply the procedure detailed below which governs the situations of non-compliance with the Performance Indicators.

20.1.1. Non-compliance with one (**1**) of the Seller Performance Indicators (Appendix 2)

(a) Phase of first account suspension or withdrawal of sale of PRODUCTS

In the event that, for one or all TERRITORIES, the SELLER fails to comply with, at least, one (**1**) of the Seller Performance Indicators listed in Annex 2 of the MARKETPLACE SELLER CONDITIONS, DECATHLON and/or one of the SUBSIDIARIES shall be entitled to immediately suspend the SELLER's account or withdraw one or more of the SELLER's PRODUCTS from sale, depending on the Seller Performance Indicator in default and the TERRITORIES concerned.

DECATHLON and/or one of the SUBSIDIARIES shall send to the SELLER CONTACT PERSON, by email, a notification indicating the Seller Performance Indicator that is lacking and requesting the SELLER to propose a clear and promising action plan to remedy the failure.

(b) Phase of action plan

Such action plan shall be communicated to the MARKETPLACE CONTACT PERSON or on the SELLER INTERFACE, depending on the case. DECATHLON and/or one of the SUBSIDIARIES, through the intermediary of the MARKETPLACE CONTACT PERSON, shall validate or assist the SELLER in adapting its action plan with a view to subsequently end the suspension or reactivate the PRODUCTS concerned to grant the SELLER a probationary period of three (3) months from the date of the reactivation to implement its action plan.

(c) Phase of second account suspension or withdrawal of sale of PRODUCTS

If, at the end of the aforementioned probationary period, the SELLER has not achieved the required level of the Seller Performance Indicator or has not demonstrated significant improvement, DECATHLON or the SUBSIDIARIES shall be entitled to immediately suspend again the SELLER's account or withdraw one or more of the SELLER's PRODUCTS from sale depending on the Seller Performance Indicator in default and the TERRITORIES concerned.

DECATHLON and/or one of the SUBSIDIARIES shall send to the SELLER CONTACT PERSON, by email, a second notification requesting the SELLER to propose a last corrective action plan to remedy the failure.

(d) Phase of corrective action plan

Such corrective action plan shall be communicated to the MARKETPLACE CONTACT PERSON or on the SELLER INTERFACE, depending on the case. DECATHLON and/or one of the SUBSIDIARIES, through the intermediary of the MARKETPLACE CONTACT PERSON, shall validate or assist the SELLER in adapting its corrective action plan.

In the event of an accepted corrective action plan and reactivation of SELLER's products and/or account, as described above, SELLER shall have a period of two (2) months from reactivation to achieve the required level of the relevant Seller Performance Indicator, or at least demonstrate significant improvement.

Failing this, at the end of the two (2) months mentioned above, DECATHLON or the SUBSIDIARIES shall be entitled to definitively terminate the SELLER's AGREEMENT or definitively withdraw the PRODUCTS concerned from the MARKETPLACE, in compliance with the conditions set out in Article 20.3 and following.

(e) Definitive termination

In the event that the SELLER is unable to propose a promising and efficient action or corrective action plan (phase b or d) within the six (6) months after suspension of product, the suspension shall be maintained and DECATHLON or the SUBSIDIARIES shall be entitled to definitively terminate the SELLER's AGREEMENT or definitively withdraw the PRODUCTS concerned from the MARKETPLACE, in compliance with the conditions of Article 20.3 and following.

It is specified that any account suspension or withdrawal of SELLER's PRODUCTS from the MARKETPLACE shall be subject to prior notification by DECATHLON, via the MARKETPLACE CONTACT PERSON, by email to the SELLER CONTACT PERSON.

20.1.2. Non-compliance with the Product or Brand Performance Indicators (Appendix 2)

If the Product Performance Score of a SELLER's PRODUCT does not reach the minimum threshold, the SELLER will receive an alert from DECATHLON. It will receive a second alert if this minimum threshold is still not reached the following month.

If at the end of the month following this second alert, this minimum threshold has still not been reached, DECATHLON or the SUBSIDIARIES will be entitled to withdraw the PRODUCT concerned from the MARKETPLACE for the concerned TERRITORY.

It is specified that any withdrawal of SELLER's PRODUCTS from the MARKETPLACE shall be subject to prior notification by DECATHLON, via the MARKETPLACE CONTACT PERSON, by email to the SELLER's CONTACT PERSON.

20.1.3. Excessive non-compliance with one of the Product Performance Score criteria (Appendix 2)

If one of the criteria of the Product Performance Score of a SELLER's PRODUCT, as detailed in Appendix 2, deviates from 80% from the reference score for this criterion, DECATHLON or the SUBSIDIARIES shall be entitled to withdraw the PRODUCT concerned from the MARKETPLACE for the TERRITORY concerned.

The reference score is equivalent to the average score of all the products sold by third party sellers to DECATHLON, belonging to the same nature of product, on the TERRITORY concerned, over the last ninety (90) days.

20.2. Suspension / temporary withdrawal

20.2.1. Reasons for suspension/withdrawal

In the event of a breach of this AGREEMENT or of the laws or regulations in force, as well as in the absence of cooperation and/or loyalty, and in general if there is an urgent need to put an end to the actions observed by the SELLER, DECATHLON or the SUBSIDIARIES shall be entitled to suspend, as of right, in whole or in part, the SELLER's access to the MARKETPLACE SERVICE, without compensation, immediately, provided that it has transmitted to the SELLER, on a durable medium, a statement of the reasons for the suspension, at the time such suspension takes effect.

Full suspension consists of temporarily suspending access to the MARKETPLACE by the SELLER for all of its PRODUCTS. Partial suspension consists of temporarily removing from sale one or more of the SELLER's PRODUCTS from the MARKETPLACE.

The reasons for suspension and/or withdrawal are as follows:

- Non-compliance with one or more Performance Indicators as described in Article 8.11 and Appendix 2 and in accordance with the procedure described in Article 20.1. above;
- Non-compliance with any of the conditions, obligations or prohibitions of Article 5 CONDITIONS OF LISTING AND ESSENTIAL AND DECISIVE OBLIGATIONS OF THE SELLER;
- Non-compliance with one or more of the conditions relating to the price and/or the price indication as described in article 6 FREE PRICING OF PRODUCTS;
- Non-compliance with one or more of the conditions of sale of the PRODUCTS and follow up of the sale as provided in article 8, including, but not limited to, non-compliance with the conditions of shipment and/or delivery and/or return of the PRODUCTS, or if the average PRODUCT's assessment falls under the threshold defined in the article 8.10, or in case of absence of regular activity on the MARKETPLACE by the SELLER as defined in article 8.12;
- Publication of CONTENT that doesn't belong to the SELLER or that infringes the rights of a third party;

- Non-compliance with one or more of the conditions of presentation of the SELLER, PRODUCTS and CONTENTS, as set forth in Article 7;
- Notification of the tax authorities following a presumption of non-compliance with VAT regulations or, more generally, non-compliance with tax and social obligations as described in article 11 of the AGREEMENT;
- In case of failure to comply with a KEY REQUIREMENT;
- In case of serious doubt of violation of a third party's right;
- In case of serious doubts about the conformity of one or several PRODUCTS of the SELLER;
- In case of insulting remarks or infringement of the rights of a third party;
- In case of potential or proven violation of Article 13 Compliance - Ethics;
- In the event of the commission of acts by the SELLER that result in the appearance of the name of the SELLER and/or the DECATHLON GROUP in the media.

20.2.2. Terms and effects of suspension and temporary withdrawal

DECATHLON shall notify the SELLER of any decision to suspend or withdraw, at the latest at the time the suspension or withdrawal takes effect, by email and/or by registered letter, indicating to the SELLER the grievances and obligations alleged to have been breached. The SELLER expressly accepts the validity of the form of the notification for suspension or withdrawal made by email to the SELLER CONTACT PERSON.

The SELLER shall have the right to contest the suspension or withdrawal decision and to clarify the facts and circumstances with DECATHLON, through the MARKETPLACE CONTACT PERSON or through the internal complaint handling process.

It is specified that outstanding orders will not be suspended and must be fulfilled by the SELLER. Suspension of the SELLER's account will not result in the suspension of billings to the SELLER or payments due from the SELLER. The suspension or withdrawal shall not, under any circumstances, give rise to the payment of damages.

20.2.3. Duration of temporary suspension or withdrawal

Except in the case of application of the specific procedure for non-compliance with one or more Performance Indicator(s) described in Article 20.1, depending on the reason for the temporary suspension or withdrawal, DECATHLON or the SUBSIDIARIES may take all or part of the SELLER's PRODUCTS off-line in order for the SELLER to correct the identified failures or to propose appropriate, clear and efficient measures to correct the failures, within a maximum of thirty (30) days from the date of notification of the temporary suspension or withdrawal to the SELLER.

If, at the end of the aforementioned period, the SELLER has not corrected the breach(es), has not demonstrated a significant improvement or has not proposed appropriate, clear and efficient measures (if applicable), DECATHLON or the SUBSIDIARIES may terminate this AGREEMENT and/or permanently remove one or more of the SELLER’s PRODUCTS from the MARKETPLACE, under the conditions set forth in Article 20.3.

Notwithstanding the previous paragraph, in case of suspension or withdrawal based on a suspicion or serious doubt of violation, non-conformity or non-compliance with a legal or regulatory obligation, DECATHLON or the SUBSIDIARIES may maintain the suspension or withdrawal for the time it is necessary to form a conviction on the said potential violation, non-conformity or non-compliance.

20.3. Termination following suspension and permanent withdrawal following temporary withdrawal

Any suspension of the SELLER's account may lead to a termination of this AGREEMENT and any temporary withdrawal of a PRODUCT may lead to a permanent withdrawal of the said PRODUCT, in the following situations and conditions:

- In case of failure by the SELLER to propose a promising and efficient action or corrective action plan within the conditions set forth in Article 20.1.1.(b or d), DECATHLON or the SUBSIDIARIES may, depending on the Performance Indicator(s) in default, terminate this AGREEMENT or permanently withdraw one or more PRODUCT(S) from the MARKETPLACE, without having to apply any additional notice period;

- In case of persistent default by the SELLER, at the end of the two (2) months period of the correction phase as stipulated in article 20.1.1.(d), DECATHLON or the SUBSIDIARIES may, depending on the defaulting Performance Indicator(s), terminate this AGREEMENT or permanently withdraw one or more PRODUCT(s) from the MARKETPLACE, without having to apply any additional notice period;
- In case of failure of the SELLER, following a suspension or withdrawal for one of the reasons mentioned in article 20.2.1., to correct its defaults, to demonstrate a significant improvement or to propose appropriate, clear and efficient measures (depending on the type of default), within the 30-day time limit, DECATHLON or the SUBSIDIARIES may, depending on the grievance or grievances found, terminate his AGREEMENT or permanently withdraw one or more PRODUCT(S) from the MARKETPLACE, without having to apply an additional notice period;
- In case of suspension or withdrawal based on a suspicion or serious doubt of violation, non-conformity or non-compliance with a legal or regulatory obligation, if the violation, non-conformity or non-compliance with a legal or regulatory obligation is proven and/or founded, DECATHLON or the SUBSIDIARIES may terminate the SELLER's AGREEMENT or permanently withdraw one or more PRODUCT(S) from the MARKETPLACE, depending on the type of breach, immediately.

Any decision by DECATHLON or the SUBSIDIARIES to permanently withdraw a PRODUCT or terminate the AGREEMENT shall be notified to the SELLER by email and/or registered letter, indicating to the SELLER the alleged grievances and obligations that are alleged to have been breached. The SELLER expressly accepts the validity of the form of the notification for final withdrawal or termination made by email to the SELLER CONTACT PERSON.

20.4. Termination for fault

In the event of a breach by a PARTY of any of its obligations under the AGREEMENT and/or for the reasons mentioned in article 20.2, the AGREEMENT may be terminated in advance, by right, and without compensation, by the other PARTY, without suspension being a mandatory prerequisite. In the event of termination, 30 days' notice shall be given, except in the event of termination under the conditions described in Article 20.3. and 20.5.

Any decision to terminate by DECATHLON or the SUBSIDIARIES shall be previously notified to the SELLER, by e-mail and/or registered letter, indicating to the SELLER the alleged breaches and obligations that are alleged to have been breached. The SELLER expressly accepts the validity of the form of the notification of termination made by e-mail to the SELLER'S CONTACT PERSON.

It is agreed that failure by the SELLER to comply with the stipulations set forth below shall be considered by DECATHLON or the SUBSIDIARIES as a breach that may result in the termination of the AGREEMENT for fault, this list not being exhaustive:

- Violation of applicable legislation;
- Non-compliance with the SELLER's obligations vis-à-vis the CUSTOMERS according to the MARKETPLACE GTU and GTS;
- Non-compliance with article 4 - Remuneration of the MARKETPLACE SERVICE;
- Non-compliance with article 5 - Conditions of listing and essential and decisive obligations of the SELLER;
- Multiple, significant, continuous or repeated non-compliance(s) with article 6 - Free pricing of PRODUCTS;
- Non-compliance with article 8 - PRODUCTS sale and follow up;
- Non-compliance with article 9 - Intellectual Property;
- Non-compliance with article 10 - Management of personal data and the Appendix 4;
- Non-compliance with article 11 - Tax and social security obligations;
- Non-compliance with article 12 - Other obligations related to the use of the TECHNICAL SOLUTION and the use of MARKETPLACE;
- Non-compliance with article 13 - Ethical compliance;
- Non-compliance with article 14 - Confidentiality;
- Non-deleting of the elements of communication by one of the Parties despite the request for removal from the other Party as provided for in article 15 - Reference;

- Non-compliance with article 17 - Independence;
- Non-compliance with article 18 - Warranties and responsibilities;
- Non-compliance with article 19 - Insurance.

It is specified that in the event of a breach by the SELLER, DECATHLON or the SUBSIDIARIES remains entitled, at its discretion depending on the concrete situation, to opt for a suspension of the SELLER's account.

It is specified that, depending on the type of default by the SELLER, DECATHLON or the SUBSIDIARIES shall be entitled to opt for a definitive withdrawal of one or more PRODUCTS from the MARKETPLACE, rather than terminating the SELLER's AGREEMENT.

20.5. Termination for serious breach or serious situation

DECATHLON or the SUBSIDIARIES shall be entitled to waive the 30-day notice period in the case of termination of the SELLER's AGREEMENT in the event of a serious breach by the SELLER or a serious situation, and, in particular, if DECATHLON or the SUBSIDIARIES can justify :

- Be subject to a legal or regulatory obligation which requires it to terminate the AGREEMENT in a manner that does not allow it to respect a 30-day notice period; or
- Exercise a right of termination under an imperative reason pursuant to national law which is in compliance with Union law; or
- that the SELLER concerned has repeatedly infringed the AGREEMENT, including, but not limited to, SELLER's repeated or continued failure to comply with one or more of the Performance Indicators.

The PARTIES agree, in any case, that if two (**2**) written notices, sent by email, to remedy or to end breaches of the AGREEMENT have been sent to the same defaulting PARTY, and that, at the end of a period of three (**3**) months following the second notice, the defaulting PARTY is still in default of repairing or ending in full the said breaches, the other PARTY shall be entitled to terminate the AGREEMENT, immediately, by right, without compensation, by notifying the defaulting PARTY in advance by email and/or registered mail, indicating the grievance(s) complained and the obligation(s) whose repeated and/or continuous non-compliance is noted.

It is specified that, depending on the type of default by the SELLER, DECATHLON or the SUBSIDIARIES shall be entitled to opt for a definitive withdrawal of one or more PRODUCTS from the MARKETPLACE, rather than terminating the SELLER's AGREEMENT.

Any decision to terminate by DECATHLON or the SUBSIDIARIES will be notified to the SELLER, by e-mail and/or registered letter, indicating to the SELLER the alleged breaches and obligations that are alleged to have been breached. The SELLER expressly accepts the validity of the form of the notification of termination made by e-mail to the SELLER CONTACT PERSON.

20.6. Other reasons for termination

DECATHLON may terminate the AGREEMENT earlier in case of granting exclusivity to one or more SELLERS on certain categories of PRODUCTS, which would entitle DECATHLON to delist all or part of the PRODUCTS offered by other SELLERS as provided for in article 5.2. Such a decision shall be notified to the SELLER by email and/or registered letter and the SELLER shall be given a notice period of 30 days.

Either Party may terminate the AGREEMENT earlier with immediate effect, by simple notification, without judicial intervention and without giving notice or payment of any compensation, in the following situations :

- if the other Party ceases its activities or disposes of a significant part of its assets ;
- in the event of suspension of payments, insolvency or (admission of) bankruptcy by the other Party;
- in the event of liquidation, cessation of activities or dissolution of the assets of the other Party.

20.7 Effects of termination

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

The SELLER agrees to complete performance of any orders in progress as of the date of termination and to perform its after-sales service obligations.

The SELLER shall remain liable for all sums due to DECATHLON on the effective date of the termination, and for any sums that may subsequently arise from the execution of the order, including in particular in the event of PRODUCT return by the CUSTOMER.

The subscription fees due for the month in which the termination takes place remain due in full.

Following the termination of the AGREEMENT, the SELLER's account on the MARKETPLACE will be deactivated and all of the SELLER's PRODUCT offers will be removed. However, for a period of 60 days following the termination date, the SELLER agrees that their account and associated PSP wallet will remain accessible to DECATHLON, and that the latter may retain the SELLER'S funds within this wallet, for the sole purpose of processing refunds for returns, chargebacks, or other financial obligations related to transactions that occurred before the termination date.

However, under exceptional circumstances and with justification provided to DECATHLON, the SELLER may submit a request to recover any sums from these accounts during the 60-day period following the termination of the AGREEMENT.

If the AGREEMENT is terminated due to a fault by the SELLER, the SELLER shall indemnify DECATHLON or, if applicable, the SUBSIDIARIES for any losses suffered, under the conditions set out in article 18 hereof.

All license(s) and other right(s) granted by DECATHLON or the SUBSIDIARIES to the SELLER shall terminate immediately upon the effective date of termination.

In addition to the payment obligations arising from the AGREEMENT, those provisions which are expressly or impliedly intended to survive after termination shall survive and continue to be binding on all PARTIES.

It is specified that the end of the AGREEMENT, for whatever reason, does not call into question the application of the provisions of Article 14 "Confidentiality" and/or Article 18 entitled "Warranties and Responsibilities" of this AGREEMENT.

ARTICLE 21: NON-ASSIGNABILITY AND INTUITU PERSONAE

21.1 DECATHLON selects its SELLERs in consideration of a set of criteria relating in particular to their independence, their lack of ownership links with DECATHLON GROUP's competitors, their experience, their market knowledge, their strategy, their ability to offer their PRODUCTS for sale on the MARKETPLACE and their image.

The *intuitu personae* nature of the AGREEMENT is an essential component of the relationship between DECATHLON and the SELLER. Accordingly, DECATHLON shall be entitled to terminate this AGREEMENT if there has been any significant change in the legal status, shareholder structure or the composition of the management of the SELLER.

Furthermore, the SELLER knows and accepts from the conclusion of its contractual relationship with DECATHLON that the confidentiality elements between the PARTIES are critical for their reciprocal commitment.

The SELLER acknowledges that entering into capital or financial links with a competitor of DECATHLON GROUP, in that it endangers this necessary confidentiality, authorizes DECATHLON to terminate their relationship.

The SELLER shall therefore take all measures to prevent the consequences of this termination from the pre-acquisition audit phase initiated by the purchaser of all or part of the SELLER's capital, in particular by advising the purchaser of this potential risk.

Consequently, the termination of commercial relations between DECATHLON and the SELLER may be effective immediately, without formal notification and without notice, if the SELLER enters into financial or ownership links with a competitor of DECATHLON GROUP.

21.2 DECATHLON may assign the AGREEMENT, including the rights and/or obligations, interests or benefits of the AGREEMENT, freely with immediate effect, without the consent of the SELLER, to any other entity of the DECATHLON GROUP, whether existing or not at the time of signing the AGREEMENT. This assignment must be brought to the SELLER's attention in writing.

ARTICLE 22: APPLICABLE LAW AND SETTLEMENT OF DISPUTES

22.1 Applicable law

The AGREEMENT is subject to Belgian law.

22.2 Dispute resolution

22.2.1 Internal complaint-handling system

DECATHLON has put in place an Internal Complaint-Handling System. This system consists of a centralized knowledge base where the SELLER can find support manuals designed to assist the SELLER with the MARKETPLACE SERVICE, as well as a ticketing system where the SELLER can make inquiries or lodge complaints in relation with the MARKETPLACE SERVICE.

SELLERS may notably use the Internal Complaint-Handling System to lodge complaints regarding :

- alleged non-compliance by DECATHLON with any obligations laid down in EU Regulation 2019/1150 promoting fairness and transparency for companies using online intermediation services
- technological issues which relate directly to the provision of the MARKETPLACE SERVICE
- measures taken by, or behaviour of DECATHLON which relate directly to the provision of the MARKETPLACE SERVICE, such as but not limited to decisions of suspension or termination set forth in Article 20.

This complaint-handling system is free of charge. Subject to the prior creation by the SELLER of a DECATHLON professional user account - which is part of the integration process - the SELLER is invited to submit any issue via the following link : https://decathlonmarketplace.zendesk.com/hc/en-001. This Internal Complaint-Handling System is also accessible via the SELLER INTERFACE.

Any inquiry or complaint made by the SELLER will directly be treated by the right person amongst the teams of DECATHLON or other entities appointed by the latter for that purpose, in order to provide the SELLER with the most accurate and complete response.

Once the inquiry or request has been made, DECATHLON undertakes to provide the SELLER with a response within maximum 48h, this during working hours Monday through Friday.

All exchanges are conducted one-on-one with the SELLER, and final outcomes are shared directly within those direct communications. Where a complaint results from a decision of DECATHLON, this process may result in such decision being upheld, partially reversed, or fully reversed.

22.2.2. Alternative dispute resolution

In the absence of a satisfactory response, the PARTIES may use mediation to obtain an amicable agreement.

The mediation procedure may be initiated by either of the PARTIES, by contacting in particular:

- The "Belgian Center for Arbitration and Mediation / Centre Belge d'Arbitrage et de Médiation" (CEPANI, accessible on the following website : https://www.cepani.be/); or
- One of the bilingual French/English mediators belonging to the list of accredited mediators in civil and commercial matters on the website of the Belgian Federal Mediation Commission (which can be found on the following link : https://www.cfm-fbc.be/fr/trouver-un-mediateur).

Furthermore, the SELLER may also lodge complaints against any decision of DECATHLON taken on the grounds that the information provided by the SELLER constitutes illegal content or is incompatible with its terms and conditions to any out-of-court dispute settlement body that has been certified in accordance with Article 21 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (Digital Services Act), as listed on the following website: https://digital-strategy.ec.europa.eu/en/policies/dsa-out-court-dispute-settlement.

22.2.3. Jurisdiction

In the absence of an amicable agreement, the dispute may be brought exclusively before the French-speaking chamber of the Commercial Court of the city of Brussels (BELGIUM) notwithstanding multiple defendants or third-party proceedings, including emergency proceedings or protective proceedings, in summary proceedings or by petition.

ARTICLE 23 : ACCEPTANCE, LANGUAGE AND EFFECTIVE ACCESS

The SELLER undertakes to carefully read the MARKETPLACE SELLER CONDITIONS and the MARKETPLACE SELLER SPECIFIC CONDITIONS attached to it, that the SELLER accepts through a person who guarantees to be authorized to represent the SELLER.

If this AGREEMENT is translated into another language, the original English language version shall prevail in the event of any doubt or disagreement as to the interpretation or understanding of this AGREEMENT.

In addition, the MARKETPLACE SELLER CONDITIONS and the MARKETPLACE SELLER SPECIFIC CONDITIONS accepted by the SELLER via the TECHNICAL SOLUTION or any other solution for the creation of its SELLER profile in order to benefit from the MARKETPLACE SERVICE, shall prevail over any other versions exchanged by the PARTIES.

The effective access to the MARKETPLACE for one or more TERRITORIES also implies the acceptance by DECATHLON and/or the SUBSIDIARIES of this SELLER for this or these TERRITORY(ies), which will be materialized by the access for the SELLER to a shop dedicated to this or these TERRITORY(ies), in the SELLER INTERFACE.

Therefore, although the entire AGREEMENT must be accepted by the SELLER, only the MARKETPLACE SELLER SPECIFIC CONDITIONS of the TERRITORY(ies) where the SELLER is effectively active shall be applicable to the SELLER.

* * *

APPENDIX 1: PSP PAYMENT SERVICE AGREEMENT

The acceptance of the AGREEMENT entails acceptance of Lemonway's PAYMENT SERVICE AGREEMENT as it is provided (and as it can be modified) on Lemonway's website:

https://www.lemonway.com/en/terms-and-conditions/

APPENDIX 2 : DECATHLON MARKETPLACE MINIMUM PERFORMANCE INDICATORS

Any modification of the Performance Indicators may occur under the conditions set out in article 2.3 hereof.

DECATHLON may apply Article 20 hereof if one or more of the Performance Indicators and requirements below (under 2.1., 2.2., 2.3, 2.4., …) are not met.

2.1 SELLER PERFORMANCE INDICATORS (SPI)

Criteria	Values		Depuis / Since
Late shipping rate If the number of orders shipped by the SELLER, after the shipping deadline to which the SELLER undertakes, divided by the total number of orders	is greater than	10%	the last three (3) months of activity, after at least 50 orders
Incident rate If the number of SELLER's order lines with at least one incident divided by the total number of accepted order lines	is greater than	7%	the last three (3) months of activity, after at least 50 orders
Cancellation rate If the number of canceled orders (with reason 'out of stock') divided by the total number of orders	is greater than	2%	the last three (3) months of activity, after at least 50 orders
Tracking rate If the number of orders Properly Tracked* divided by the number of orders shipped	is less than	80%	the last three (3) months of activity, after at least 50 orders
On time delivery rate If the number of On Time Orders** divided by the number of Properly Tracked Orders*	is less than	85%	the last three (3) months of activity, after at least 50 orders
SELLER evaluation If the average SELLER's assessment by CUSTOMER	is less than	3,5 / 5	since the beginning of the activity, after at least 18 evaluations
Average response time If the average time between the MARKETPLACE sending the message to the SELLER and the SELLER's response	is greater than	24h (working days)	the last three (3) months of activity, after at least 18 orders
Solution Timing	is greater than	6 days (working days)	the last three (3) months of activity, after at least 18 orders

If the average time between the customer's first contact and the solution brought by the SELLER			
Contact rate If the number of incoming customers contacts divided by the total number of order	is greater than	30%	the last three (3) months of activity, after at least 50 orders
Time to Ship If the average time to ship an order	is greater than	48h	the last three (3) months of activity, after at least 50 orders

As an exception, for products whose sales are of seasonal nature, DECATHLON may act upon the observation of a disproportionate or critical failure rate on the orders actually placed, even if the above-mentioned minimum time periods and minimum orders thresholds are not reached.

The Seller Performance Indicators may either be calculated individually per TERRITORY, or jointly for all TERRITORIES where the SELLER is active.

** An order is considered as "Properly Tracked" if the partner is using a carrier from the list defined by Decathlon (made available to the seller or sent by Decathlon on first request); or if the partner is providing a tracking number, or if the partner is providing a unique and valid tracking URL (with tracking code included).*

*** An order is considered "On Time" if when the order is made available to the CUSTOMER before the end of the Delivery Promise period or at the end of this period maximum. An order is considered as "made available" to the CUSTOMER in these events :*

- *At the moment of the first delivery attempt of home delivery ;*
- *At the moment of the appointment request for delivery with appointment (mainly for bulky items)*
- *At the moment of the availability of the parcel (order) at the pick up point (for out of home delivery)*
- *At the moment of the request for modification of delivery address by the CUSTOMER*

To be included in the calculation of the "On Time delivery rate", orders (included "On Time orders") need to be "Properly Tracked".*

2.2 PRODUCT PERFORMANCE INDICATORS (PPI)

Criteria	Values		Conditions for awarding the Product Performance Score
Product Performance Score If the global Product Performance Score, based on the criteria detailed below***	is less than	25/100	The Score is awarded : - for each activity platform of the SELLER ; - as soon as the PRODUCT's offer has been active for at least 90 consecutive days; - from the moment the PRODUCT's offer has reached a volume of page views equivalent to the median number of page views of the product nature it belongs to.

*** Details about criteria and explanations relating to the calculation of the Product Performance Score :

The Product Performance Score is assigned to each SELLER PRODUCT for each platform where the SELLER is active.

This Score is calculated on the 90 last days and it ranges between 0 and 100. The better the Product Performance, the better the Score. This Score is calculated on the basis of normalised (between 0 and 1) and weighted criteria, as detailed below:

Criteria	Weight	Definition	Calculation method example
Bounce rate	10 / 60	The bounce rate corresponds to single-page sessions (*i.e.* sessions that consisted solely of consulting the PRODUCT page concerned) divided by all sessions that started with this PRODUCT page and then continued on other pages of the MARKETPLACE platform. It is expressed in %	For all sessions starting with the concerned page product : 100 unique product page view / 1000 total product page view of the product = 10%
Exit rate	10 / 60	The exit rate corresponds to the number of sessions terminated from the PRODUCT concerned page divided by the number of sessions including a visit to the PRODUCT page concerned, regardless of the page from which these sessions originated. It is expressed in %	100 last product page view / 1000 total product page view of the product = 10%
Conversion rate	20 / 60	Quantities of the PRODUCT sold in relation to the number of times the PRODUCT page concerned has been viewed, expressed as a %. It is expressed in % Default score of zero : If no PRODUCT sold while the PRODUCT pages views volume reached more than the median number of page views of the product nature it belongs to.	10 quantities sold / 100 product page views = 10%
Return rate	10 / 60	Quantities of the PRODUCT returned by the customer compared to the number of quantities of the PRODUCT sold. It is expressed in %. Default score of zero : If no PRODUCT sold while the PRODUCT pages views volume reached more than the median number of page views of the product nature it belongs to.	10 returned quantities / 100 quantities sold = 10%

Delivery promise rate	10 / 60	Number of quantities of the PRODUCT that comply with the announced dispatch time compared with the number of quantities of the PRODUCT sold. The information is captured per order and each product in the order inherits the total value of the order. It is expressed in %. Default score of zero : If no PRODUCT sold while the PRODUCT pages views volume reached more than the median number of page views of the product nature it belongs to.	10 quantities which respect the delivery time / 100 quantities sold = 10%

***

APPENDIX 3 : CODE OF CONDUCT FOR BUSINESS PARTNERS

Code of Conduct for Business Partners

Preamble



Purpose

DECATHLON's core purpose is to bring people together through sport to make wellbeing accessible for all. Driven by our values of Vitality, Generosity, Responsibility, and Authenticity, we are deeply committed to driving positive change for people, society, and the planet.

In alignment with these values, DECATHLON adheres to the following international standards:

* The Universal Declaration of Human Rights,
* The International Labour Organisation's ✓ILO★ Declaration on Fundamental Principles and Right at Work,
* The UN Guiding Principles on Business and Human Rights,
* The UN Convention Against Corruption ✓UNCAC★,
* The OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.

Scope

This Business Partners' Code of Conduct applies to all DECATHLON business partners other than production suppliers, including but not limited to: non-production suppliers, service providers, international brand partners, franchisees and licences (hereafter the "business partners").

This Code defines the minimum standards, explained below, of integrity, fair and safe working conditions, and environmental management. Consistent with these values, DECATHLON is committed to sharing these principles and engaging with its Business Partners to ensure their full implementation.

The Business Partner is responsible for complying with and maintaining these standards, and for communicating them to its employees. Furthermore, the Business Partner shall ensure that these standards are respected within its own supply chain.

Compliance with Laws and Regulations

Business partners must comply with all applicable national and international laws and regulations, including, without limitation: Human Rights and Labour Laws; Environmental regulations; Anti-Corruption laws; Tax Laws; Competition and Trade Law.

Furthermore, as DECATHLON operates in many countries, strict compliance with all applicable economic sanctions and export control laws of France, the European Union, the United Nations, the United States, and the United Kingdom is required.

If any requirement of this Code contradicts national laws or regulations, the business partner shall comply with whichever is more stringent.



Integrity

Business Ethics and Anti-Corruption

Zero Tolerance for Corruption and Influence Peddling

DECATHLON enforces a zero-tolerance policy towards any form of corruption and influence peddling. The company expects all its business partners to adhere to this commitment and to comply with all applicable laws and regulations in this area.

Gifts and Invitations

DECATHLON's business partners must not offer any gift, invitation, or other benefit whose value, frequency, or context could be perceived as an attempt to improperly influence business decisions or compromise the objectivity of our employees.

It is strictly prohibited to offer gifts or invitations during periods of contractual negotiations or tender processes. It is also strictly prohibited to offer or receive any gift, invitation, or other benefit to or from a public official for the purpose of influencing a decision or obtaining an undue advantage.

Prevention of Conflicts of Interests

Business partners must take all appropriate measures to prevent, identify, and manage any situation of conflict of interests, whether actual (a proven situation) or potential (a situation likely to arise), within the framework of their business relationship with any entity of the DECATHLON Group.

Anti-Money Laundering

Business partners must strictly comply with the applicable laws, rules, and regulations relating to the prevention of money laundering and the financing of terrorism.



Fair Competition

DECATHLON is fundamentally committed to the principle that free and fair competition is a key driver of innovation and ensures all the goods and services required to carry out our activities at the best value for money in terms of cost, quality and lead time to guarantee.

DECATHLON's business partners must comply with all applicable competition and antitrust laws. Accordingly, they shall not coordinate with competitors to fix prices, rig bids, allocate markets or customers, or limit production/activities, etc. The exchange of commercially sensitive information is also strictly prohibited.

DECATHLON encourages its business partners to actively foster a culture of fair competition and to actively cascade these principles to their own supply chain.

The ability of DECATHLON's business partners to demonstrate this commitment is a determining factor in our risk evaluation and the strength of our long-term partnership.



Personal Data Protection

DECATHLON places the protection of the personal data of its customers, employees, and partners at the heart of its values and commitments.

Consequently, DECATHLON's business partners undertake to comply with all applicable data protection laws and regulations, in particular the General Data Protection Regulation ✓GDPR★ .

Cybersecurity

DECATHLON is committed to continuously improving its cybersecurity posture. Fighting and preventing cybercrime is an ongoing effort that requires strengthening our defenses and protecting our digital frontiers every day to safeguard our business, our customers, and our employees. Therefore, DECATHLON requires all business partners to be actively involved in the fight against and prevention of cybercrime.

Artificial Intelligence

DECATHLON chooses to collaborate with business partners who share our commitment to responsible artificial intelligence. As such, any business partners using LLM-type tools or AI services must do so in an ethical, transparent, and secure manner. This includes the obligation to protect data, combat bias, and ensure adequate human oversight.

DECATHLON's business partners commit to complying with all applicable laws and adhering to our ethical principles.



Human & Labour Rights

Child Labour

DECATHLON does not tolerate the use of child labour. Its business partners must ensure they do not employ, directly or indirectly, any child under 15, and that they are implementing all the means to prevent it.

Between 15 and 18, young employees must not perform work which, by its form or its circumstances, is likely to compromise their health, safety or moral integrity.

Forced Labour

DECATHLON has zero tolerance for any form of forced or bonded labour, including human trafficking and modern slavery. All work must be voluntary. Business partners must not withhold personal documents or require illegal deposits or recruitment fees. Employees must be free to leave the workplace after their shift and to terminate their employment following a reasonable notice period. Any practice facilitating or contributing to forced labour is strictly prohibited.

Working Hours, Wages and Benefits

DECATHLON expects its business partners to regularly monitor working hours to ensure the safety, health, and welfare of employees. Except in special or emergency situations, it’s required to limit working hours to no more than 60 hours per week, including overtime, and each employee must be entitled to at least one day off for every seven-day work period. In all circumstances, working hours must not exceed the maximum amount permitted by law.

Compensation must be paid regularly and on time, meeting at least the legal minimum wage or industry collective agreements. This amount should be sufficient to meet workers’ basic needs. Overtime shall be compensated at the legal premium rate, and all benefits must be provided in accordance with the contract.

Freedom of Association

DECATHLON's business partners must respect the right of employees to freedom of association and collective bargaining. They must not prevent or discriminate against any employee for involving in any association.

Respect and Dignity

DECATHLON's business partners must treat their employees with fairness and respect. They must ensure a workplace where there is no harassment, moral or sexual, or any form of behaviour, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or insulting.

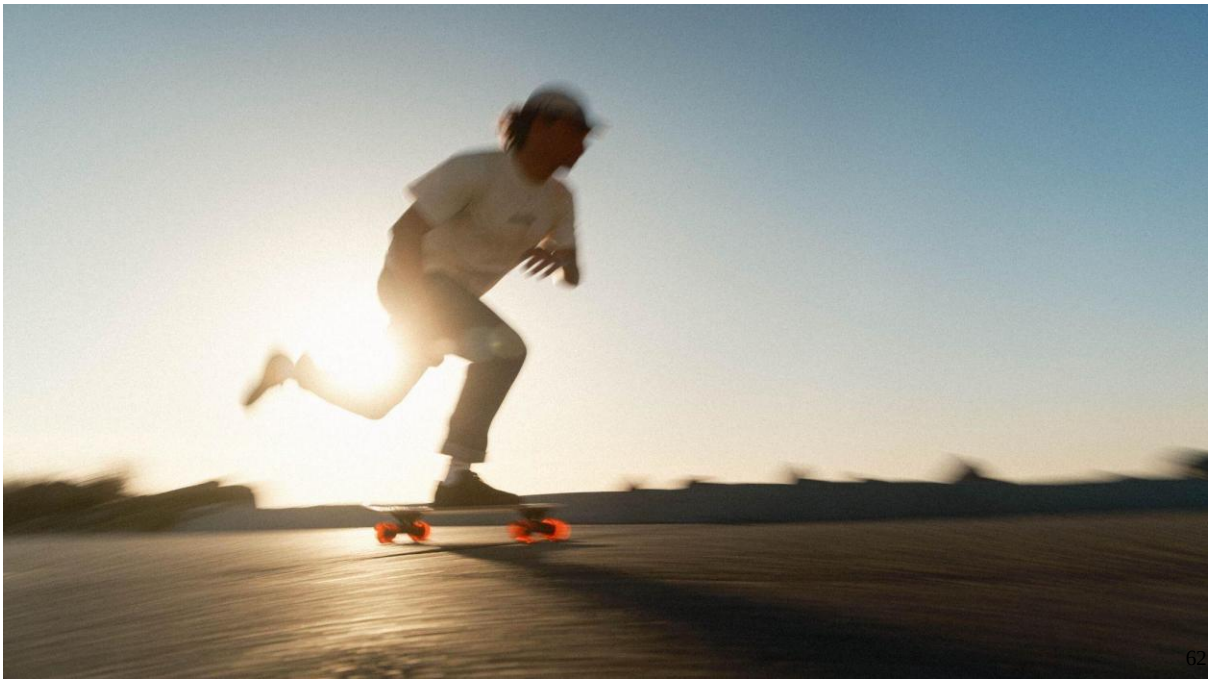
Discrimination and Gender Equity

DECATHLON's business partners must not resort to or allow discrimination in recruitment, employment, retirement or leave policies on the basis of race, religion, beliefs, gender, marital or maternal status, age, political involvement, national origin, disability, sexual orientation, or any other basis.

They should engage in favor of gender equity at the workplace, giving equal opportunities to all their employees.

Health and Safety

DECATHLON's business partners must provide a safe and healthy work environment. They are responsible for minimising occupational hazards, ensuring fire safety and emergency readiness, and providing necessary training as well as protective equipment at no cost to employees.



Environment

DECATHLON expects its business partners to comply with national and international environmental regulations and integrate environmental performance into their decision-making.

Regardless of the sector, they must adopt concrete measures to identify and reduce their negative impacts on the environment, specifically regarding:

- **Decarbonisation**: implement a process to measure their carbon footprint and define a trajectory to reduce greenhouse gas emissions.
- **Resources optimisation & Waste:** transition towards a circular economy by prioritising eco-design, minimising resource consumption (water, raw materials), eliminating single-use plastics, and ensuring proper waste recycling.
- **Transparency:** demonstrate transparency by reporting key environmental data upon request, enabling DECATHLON to assess the comprehensive impact of its value chain.

On a local scope, depending on their activity, DECATHLON expects its business partners to take into consideration their impacts on air pollution, water pollution, energy reduction, biodiversity and ocean protection.

Business partners engaging in business related to animals should emphasize animal respect and welfare in their operations.



Whistleblowing platform



It is recommended that DECATHLON's business partners introduce a whistleblowing system allowing their employees to report any behaviour they consider contrary to the ethical principles detailed in this Code of Conduct, and guarantee that there will be no retaliation against whistleblowers.

DECATHLON has implemented its own platform to report on any violation of these principles, available in all countries to employees and to anyone outside the company, with guaranteed confidentiality, respect and protection of whistleblowers.

Link to DECATHLON's whistleblowing platform

APPENDIX 4 : DATA SHARING CHARTER & PERSONAL DATA

DATA SHARING CHARTER

This Data Sharing Charter (hereinafter the "Charter") with regard to the processing of Personal Data (as defined hereinafter) is drafted and entered into between:
i) DECATHLON ;
ii) the SUBSIDIARIES ; and,
iii) the SELLER**.**
as defined in the preliminary section of the MARKETPLACE SELLER CONDITIONS.

Hereinafter jointly referred to as the "**PARTIES**" and individually as a "**PARTY**".

INTRODUCTION

The PARTIES acknowledge that by accepting the AGREEMENT, they accept this Data Sharing Charter which is an integral and inseparable part thereof.

The PARTIES undertake to process Personal Data as outlined in this Data Sharing Charter to facilitate the effective operation of the arrangements envisaged by the AGREEMENT.

This Controller-to-Controller Data Sharing Charter sets out the ethical, technical and legal requirements on which PARTIES agree to provide Personal Data and the terms on which such personal data may be used in connection with the AGREEMENT.

WHEREAS:

A. PARTIES have entered into the AGREEMENT for the use of the MARKETPLACE SERVICE.

B. PARTIES agree that a joint appearance and responsibilities towards the consumer does not form a partnership of purpose between them.

C. PARTIES will take on different roles with regard to the Processing of the Personal Data involved during the provision and use of the MARKETPLACE SERVICE and will independently determine the purposes and means of the Processing of the Personal Data. The PARTIES act as independent controllers in relation to the Processing of the Personal Data concerned.

D. PARTIES acknowledge that this Data Sharing Charter, which forms an integral part of the AGREEMENT, governs the processing of Personal Data in the scope of their AGREEMENT in accordance with Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (hereinafter the "**GDPR**" and "**the Regulation**").

E. PARTIES will share and process Personal Data within the framework of the AGREEMENT and have agreed to clarify their roles, responsibilities, principles and procedures they shall adhere to in this Data Sharing Charter, in relation to the Processing of Personal Data to ensure the effective operation for the purposes of the arrangements envisaged by the AGREEMENT.

HAS BEEN AGREED AS FOLLOWS:

1. DEFINITIONS

For the purpose of this Data Sharing Charter, the following capitalized terms shall have the following meaning:

Data Sharing Charter : this Data Sharing Charter, which forms an inseparable and integral part of the AGREEMENT ;

Data Subject : an identified or identifiable natural person ;

Controller : the natural or legal person, public authority, agency or any other body which, alone or jointly with others, that determines the purposes and means of the processing of Personal Data carried out under his authority ;

Employee : any individual who is hired by an employer and has entered into or works under a contract of employment for the provision of labour Services in exchange for a wage or a fixed payment. An Employee does not provide professional Services as part of an independent business. Agents, distributors, advisors, consultants, freelancers, (independent) (sub)contractors or any other Third Party are not considered Employees for the purposes of this Data Sharing Charter;

Independent Controllers : where two or more Controllers independently determine the purpose and means of the Processing of the Personal Data in accordance with the AGREEMENT ;

AGREEMENT : same definition as in the preliminary section of the MARKETPLACE SELLER CONDITIONS.

Personal Data : any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Personal Data Breach : a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed (**Breach**);

MARKETPLACE SERVICE : same definition as in the preliminary section of the MARKETPLACE SELLER CONDITIONS.

Processing : any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Processor : a natural or legal person, public authority, agency or any other body which is authorized to process Personal Data on behalf of the Controller;

DPO : the data processing officer of Decathlon BE overseeing the Processing operations carried out following the AGREEMENT ;

Security Measures : measures aimed at protecting Personal Data against accidental or unlawful destruction or loss, as well as against unauthorized access, alteration or transmission;

Subprocessor : any Processor engaged as a subcontractor by any of the PARTIES and who agrees to process Personal Data for and on behalf of the PARTIES in accordance with this Data Sharing Charter;

Supervisory Authority : an independent public authority which is established by a member state pursuant to Article 51 of the Regulation;

Third Party : any party who is authorized to process Personal Data under the direct authority of (one of) the PARTIES.

EU Standard Contractual Clauses : means the EU Model Contract template under the Commission implementing Decision on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, or (if applicable) (i) any future standard contractual clauses issued by the EU for the transfer of Personal Data to non-EU (sub) processors and replacing or modifying the clause in the wording as issued by the EU, or (ii) any other clauses mutually agreed by the PARTIES.

Any other terms used but not defined will have the same meaning as in the AGREEMENT. Any terms used in this Data Sharing Charter, which are defined in the GDPR and not otherwise defined in this Data Sharing Charter, shall have the meaning as set out in the GDPR.

2. SUBJECT-MATTER OF THE DATA SHARING CHARTER

2.1. The PARTIES wish to process certain Personal Data, within the framework of the execution of the AGREEMENT . The PARTIES shall perform their respective roles and process the Personal Data in accordance with the provisions of this Data Sharing Charter and in accordance with the GDPR.

2.2. DECATHLON and the SELLER agree that they are Independent Controllers in connection with the Personal Data provided under the AGREEMENT .

2.3. The PARTIES explicitly commit to comply with the provisions of the relevant applicable data protection laws and shall not do or omit anything that may cause one of the other PARTIES to infringe the relevant and applicable data protection laws.

2.4. This Data Sharing Charter is an integral part of the AGREEMENT and will come into effect on the date of signature of the AGREEMENT .

2.5. **Processing activities**. The transfer of Personal Data between the PARTIES relates to the respective actions and services provided by the respective PARTY in the framework of the AGREEMENT .

The Processing activities of the PARTIES shall consist of:

- Processing the required Personal Data to complete the order;
- Sharing any other necessary Personal Data within the framework of the execution of the AGREEMENT;
- Sharing clear and precise data collection requirements and guidelines with Employees, SUBSIDIARIES, Subprocessors and Third Parties.

2.6. **Categories Personal Data**. The Personal Data that are processed under the AGREEMENT are the minimum data required to manage the order which may contain:

- Personal identification data, including but not limited to, name, surname, e-mail
- address, telephone number, items purchased,
- Payment data, including but not limited to means of payment, date of purchase, bank card number(s)
- Identification numbers, including but not limited to, customer ID number, tracking number
- Location data, including but not limited to, invoicing and delivery addresses,
- Online identifiers, including but not limited to, IP address, online history, browsing data
- Consumption data, including but not limited to, order amount, order frequency
- Special categories of data, including but not limited to photos linked to customization of products, weight, height, sizes.

2.7. **Data Subjects**. The relevant stakeholders are the consumers, customers and Employees to whom the Personal Data relates.

2.8. **Purposes.** All PARTIES guarantee that they will only use the Personal Data to ensure the proper performance of the AGREEMENT in accordance with the provisions of this Data Sharing Charter.

2.9. The Personal Data processed must not be irrelevant or excessive with regard to the Purposes under the AGREEMENT.

2.10. All PARTIES undertake to take appropriate measures to ensure that the Personal Data are not used improperly nor obtained by any unauthorized Third party.

3. DURATION OF PROCESSING

3.1. This Data Sharing Charter will remain in full force and effect, unless it is terminated in accordance with the termination of the AGREEMENT.

3.2. In the event of a breach of this Data Sharing Charter or of the applicable provisions of the Regulation, the other PARTY may instruct the breaching PARTY to immediately stop the Processing of Personal Data.

Upon termination of this Data Sharing Charter or if the Personal Data is no longer necessary for the performance of the Services by a PARTY as foreseen in Clause 4.5 of this Data Sharing Charter, that PARTY shall ensure that the Personal Data are either returned to the other PARTY or securely deleted or destroyed in accordance with applicable Data Protection Laws. Following the deletion or destruction of Personal Data by that PARTY, unless storage of the Personal Data is required under EU law or Member State law, it shall notify the other PARTY that the relevant Personal Data has been deleted in accordance with this Data Sharing Charter.

4. GENERAL OBLIGATIONS

4.1. When Personal Data are being Processed by a PARTY, each PARTY must ensure that the Personal Data are Processed in accordance with all laws, rules, regulations and guidelines applicable to their collection, use, handling, disposal and further Processing of Personal Data, including – without limitation – data protection legislations, such as the General Data Protection Regulation 2016/679 (or succeeding regulations), as updated from time to time as applicable.

4.2. Each PARTY undertakes to Process Personal Data only for the purpose of the performance of and the compliance with the responsibilities governed by the AGREEMENT and this Data Sharing Charter;

4.3. Each PARTY shall ensure that the access to, the inspection, the processing and the disclosure of Personal Data shall only take place in accordance with the principles enshrined in the GDPR and other applicable Data Protection Legislation.

4.4. Each PARTY shall render all assistance needed and shall cooperate in good faith with the other PARTY in order to ensure that all Processing of Personal Data complies with the requirements of the Regulation particularly with the principles relating to processing of Personal Data.

4.5. The PARTIES guarantee that the Processing of Personal Data is subject to appropriate security, technical and organizational measures, in accordance with the principles enshrined in the GDPR and other applicable Data Protection Legislation**.**

4.6. The PARTIES ensure they will implement the required measures and adhere to the principles of Data Protection by Design & by Default, enshrined in the GDPR.

4.7. The PARTIES will adhere to the principle of data minimization and will ensure they only process adequate and relevant data, limited to what is necessary in relation to purposes for which they are processed.

4.8. The PARTIES will ensure that Employees dealing with the Processing of Personal Data are obliged to data secrecy under an enforceable confidentiality duty and that they are informed about the obligations under the Data Protection Legislation and contractual provisions regarding data protection and that they will act in accordance with those obligations and provisions.

4.9. To the extent a Third Party is engaged to Process Personal Data (whether as a Joint-Controller, Processor or as a Subprocessor) by a PARTY, this appointing PARTY will :
(i) select such Third Party considering the adequacy of the technical and organizational measures for the protection of Personal data implemented by the Third Party and
(ii) oblige such Third Party to act and Process Personal Data in accordance with this Data Sharing Charter
(iii) have in place the required agreements and procedures so that any Third Party it authorizes to have access to the Personal Data, including Processors, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Third Party, including a Data Processor, shall be obligated to process the Personal Data only on instructions from the appointing PARTY.

4.10. To the extent a Third Party (whether as a Joint-Controller, Processor or as a Subprocessor) located outside the European Economic Area (EEA) is engaged, the appointing PARTY will ensure it has appropriate contractual, organizational, administrative and technical measures and safeguards in place to lawfully conduct such data transfers, including, as applicable, reliance on an adequacy decision, execution of Standard Contractual Clauses or any other approved transfer mechanisms, implementation of necessary supplementary measures informed by a transfer risk assessment and maintenance of documented policies and security controls commensurate with the risk. The SELLER understands and accepts that communication of Personal Data outside the EU/EEA and transparency regarding such transfers fall within its obligations, including providing clear information to data subjects and responding to requests relating to cross-border processing.

5. DATA SUBJECT'S RIGHTS

5.1. Each PARTY shall be responsible for

a) clearly and sufficiently informing the respective Data Subjects about the transfer of their Personal Data to and or the Processing of Personal Data to Third Parties to the extent required under Data Protection Legislation;
b) providing a procedure for the Data Subjects to exercise their rights under the Regulation;
c) complying and replying with/to such Data Subject's requests in so far as the Data Subject may invoke the respective right.

5.2. Each PARTY is responsible to reply to its Data Subjects requests, e.g. for information, correction or deletion of the Personal Data or for an objection to the Processing, the case being.

5.3. Each PARTY expressly agrees to provide the necessary and reasonably required assistance to enable the other PARTY to comply with Data Subject's requests under Data Protection Laws and within the time limits imposed, upon simple request. In addition, each PARTY agrees to provide the necessary information, for it to defend its own interests, or its Employees, in any form of (judicial or arbitration) proceedings brought against it for the violation of the fundamental rights to privacy and the protection of Personal Data of the Data Subjects.

6. ASSISTANCE

6.1. Compliance with legislation. Each PARTY shall assist the other PARTY in complying with its obligations under the Regulation, taking into account the nature of the processing and the information at its disposal.

6.2. Personal Data Breach. In the event of a Breach in connection with Personal Data relating to the subject matter of the Processing of this Data Sharing Charter, each PARTY agrees to immediately and without undue delay inform the other PARTY, irrespective of whether the breach occurred under its own, Third Parties' or a Subprocessors supervision and irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s).

6.3. The Data Breach notification shall contain at least the following information:

a) The nature of the Breach that relates to Personal Data;
b) The categories of Personal Data concerned by the Breach;
c) The categories of Data Subjects concerned and, approximately, the number of Data Subjects concerned;
d) The categories of data concerned and, approximately, the amount of data;
e) The likely consequences of the Personal Data breach;
f) Measures proposed or taken to address the Personal Data breach, including, where appropriate, measures to mitigate any adverse consequences thereof.
g) The point of contact responsible for all related communications

6.4. DPIA and Consultations to the Supervisory Authority or another data Protection Authority. Each PARTY will use all reasonable endeavors to assist the other PARTY, upon its request, in ensuring compliance with the obligations relating to the security of processing, data protection impact assessment and prior consultation to the Supervisory Authority and/or consultations to any other data protection authority, taking into account the nature of the Processing and the information available to such PARTY.

6.5. The requested PARTY shall make available all information necessary to demonstrate compliance with the obligations laid down in this Data Sharing Charter, and allow for and contribute to audits, including inspections, conducted by an independent auditor, if required.

7. CONDUCT WITH REGARD TO NATIONAL PUBLIC BODIES AND JUDICIAL AUTHORITIES

The PARTIES shall immediately notify any request, order, investigation or subpoena addressed to a PARTY or its Subprocessor by a competent national governmental or judicial authority which involves the communication of the Personal Data processed by the PARTY or a Subprocessor or any data and/or information relating to such processing by the PARTY concerned.

8. CONFIDENTIALITY

8.1. Each PARTY undertakes to treat the Personal Data and the processing thereof with the utmost confidentiality. The PARTIES shall ensure confidentiality between themselves through measures that are no less restrictive than those used to protect their own confidential material, including Personal Data.

8.2. Each PARTY guarantees that the Employees or Subprocessors authorized to process the Personal Data have undertaken to observe confidentiality or are bound by an appropriate legal obligation of confidentiality.

9. LIABILITY

9.1. Without prejudice to the AGREEMENT, a PARTY is liable for the damage caused by Processing Personal Data only where such PARTY has not complied with the obligations of the Regulation or where it has acted outside or contrary to the lawful instructions and obligations as set forth in the AGREEMENT and this Data Sharing Charter.

9.2. A PARTY is liable (contractual or in tort/delict (including default) or by any means associated with this Data Sharing Charter, including liability for severe misconduct for verified shortcomings attributable to her. The liability of the PARTIES for a breach under this Data Sharing Charter, shall be limited to suffered foreseeable, direct and personal damages, with the exclusion of consequential damage (even if informed about the possibility of such consequential damage or if the likelihood of such consequential damage was reasonably foreseeable), where ''consequential damage'' means: damage or loss that did not derive directly and immediately from a breach of contract and/or extracontractual non-performance, but instead indirectly and/or after a certain lapse of time, including, but not limited to loss of income, interruption or stagnation of operations, increase of staff costs and/or the costs of staff cuts, damage consisting of or as a result of claims from third parties, lack of expected savings or advantages and loss of data, profit, time or income, loss of orders, loss of customers, increase of overhead costs, consequences of a strike, irrespective of the causes.

9.3. If it appears that both PARTIES are responsible for the damage caused by the Processing of Personal Data, both PARTIES shall be liable and pay damages, in accordance with their individual share in the responsibility for the damage caused by the Processing.

10. JURISDICTION

Any dispute between the PARTIES regarding the terms of this Data Sharing Charter shall be brought before the competent courts as determined in the AGREEMENT.

	DECATHLON and/or the SUBSIDIARIES	The SELLER
CUSTOMER information	DECATHLON and/or the SUBSIDIARIES shall be responsible for providing CUSTOMER(s) with information regarding the MARKETPLACE, in accordance with article 13 of the Regulation (information in the event of direct collection). For practical reasons, DECATHLON and/or the SUBSIDIARIES will communicate with regard to: ● the existence of a joint controllership ● being a separate controller in relation to its SELLER(s) ● the purposes of the operations managed ● the specific retention periods ● the existence of CUSTOMER(s) rights and the respect thereof DECATHLON and/or the SUBSIDIARIES will provide the CUSTOMER(s) with any additional information on request.	The SELLER shall process the Personal Data of CUSTOMER(s) in accordance with the provisions of the Data Sharing Charter and in accordance with the Regulation and other applicable Data protection Regulations. For practical reasons, the SELLER(s) will communicate with regard to: ● being a separate controller in relation to DECATHLON and/or the SUBSIDIARIES ● the purposes of the operations managed ● the specific retention periods ● the existence of CUSTOMER(s) rights and the respect thereof SELLER(s) will provide the CUSTOMER(s) with any additional information on request.
Management of CUSTOMER rights	DECATHLON and/or the SUBSIDIARIES are responsible to comply and reply with/to CUSTOMER(s) requests each for its part regarding the enforcements of their rights (access, correction, deletion, portability) via MARKETPLACE. DECATHLON and/or the SUBSIDIARIES shall respond to CUSTOMER(s) requests within a maximum of 30 days. Each Party expressly agrees to provide the necessary and reasonably required assistance to enable the other Party to comply with CUSTOMER(s) requests under Data Protection Laws and within the time limits imposed, upon simple request.	The SELLER is responsible to ensure compliance and to reply with/to CUSTOMER(s) demands regarding the enforcement of their rights (access, correction, deletion, portability) via MARKETPLACE. SELLER expressly agrees to provide the necessary and reasonably required assistance to enable the other Party to comply with CUSTOMER(s) requests under Data Protection Laws and within the time limits imposed, upon simple request.
Security	DECATHLON and/or the SUBSIDIARIES will ensure the security of the Personal data processed on its IT infrastructures (direct or subcontracted). It will also guarantee the security of the Personal data flows sent between it/them and the SELLER. In the event of subcontracting of all or part of the operations, DECATHLON and/or the SUBSIDIARIES	The SELLER shall ensure the security of the personal data processed on its IT infrastructures (direct or subcontracted). The SELLER will also be responsible for the security of personal data flows between itself and DECATHLON and/or the SUBSIDIARIES.

	undertake to comply with the provisions of Article 28 of the Regulation.	In the event of subcontracting of all or part of the operations, the SELLER undertakes to comply with the provisions of article 28 of the Regulation.
Retention periods	For return management: Personal data will be deleted 3 years after collection For relationship management : Personal data will be deleted 3 years after collection For sporting events: Personal data will be deleted 18 months after the event For After Sales management: Personal data will be deleted 5 years after collection For bank payment management: Personal data will be deleted 12 months after collection For direct marketing management: Personal data will be deleted 2 years after collection For support of sporting activities: Personal data will be deleted 2 years after last activity For account management: Personal data will be processed until the account is deleted. For sales and service management: Personal data will be deleted 7 years after collection.	The SELLER will establish time limits for the deletion of data or for their periodic review in order to ensure that Personal data are no longer kept than necessary and are kept for a maximum number of years/months as legally required and/or allowed.
Cooperation	DECATHLON and/or the SUBSIDIARIES shall cooperate with the SELLER in the event of an inspection by a supervisory authority relating to the operations controlled jointly.	The SELLER shall cooperate with DECATHLON and/or the SUBSIDIARIES in the event of an inspection by a supervisory authority relating to the operations controlled jointly.

APPENDIX 5 : DECATHLON CUSTOMER DELIVERY EXPERIENCE FRAMEWORK

DECATHLON CUSTOMER DELIVERY EXPERIENCE FRAMEWORK

Product Typologie	Channel = Shipping Zone	SHIPPING FEE POLICY				RETURN			REFUND	PERFECT ORDER EXECUTION		
		Standard Home Delivery Mainland Shipping Fee	Standard Home Delivery Free Shipping Threshold	External Pick up Point Mainland Shipping fee	External Pick up Point Free Shipping Threshold	Return policy	(min.) Return methods	Return process	Refund delay	Late Shipping %	On Time Delivery %	Reliable Tracking %
Products Eligible to Standard Parcel Delivery Network : Weight Max <= 30Kg Dimension Max <= 150 cm Dim 1 + Dim 2 + Dim 3 Max <= 200cm Exemples of products (not exhaustive) : T shirt Accessories Light Equipment	Germany	**3,99€ max**	*No Rule*	**2€ max**	**25€**	Free return within at least 30 days after parcel reception	**Drop off point**	Return label & Return tracking number mandatory - within 24h following the customer request *DE: return label in the box	4 business days after parcel reception at the return address	Integrated in Seller Performance Indicators	Integrated in Seller Performance Indicators	Integrated in Seller Performance Indicators
	France	**4€ max**	*No Rule*									
	Spain	**3,99€ max**	**40€**									
	Italy	**4,99€ max**	*No Rule*									
	Portugal	XS / S : **5,99€** M: **9,99€** (all max)*	*No Rule*									
	Poland	**12,99 PLN max**	**199,99 PLN**	**12,99 PLN max**	**199,99 PLN**							
	Belgium - Luxemburg	**3,99€ max**	**59€**	**2€ max**	**25€**							
	Netherland	*Free Shipping*		*Free Shipping*								
	UK	*No Rule*	*No Rule*	**1,7£ max**	**21£**							
	Ireland	*No Rule*	*No Rule*	**2€ max**	**25€**							
	Hungria	XS/S: **1390 HUF (3,49 €) max** M: **1890 HUF (4,69 €) max***	*No Rule*	**770 HUF max**	**9500 HUF**							
	Czech Republic	**99 CZK max**	*No Rule*	**49 CZK max**	**600 CZK**							
	Slovakia	**5€ max**		**3€ max**	**24€ max**							
	Romania	**25 RON** max	**150 RON**	**10 RON max**	**127 RON**							
	Bulgaria	**5€ / 10лв** max	*No Rule*	**2€ / 4лв max**	**50лв**							
	Switzerland - Liechtenstein	**Free Shipping**		**Free Shipping**		**CH Return address :** Return fees payable by the customer **Non CH Return address :** Return fees up to 7CHF payable by customer*	**Drop off point** *(EXCEPT FEDEX CARRIER)*					
	CROATIA	**5€ max**	*No Rule*	**3€ max**	**24€ max**	Free return within at least 30 days after parcel reception	**Drop off point**					
	SLOVENIA	**4.5€ max**	*No Rule*	**3€ max**	**24€ max**							
Heavy Bulky Products Weight Max >= 30Kg Dimension Max >= 150 cm Dim 1 + Dim 2 + Dim 3 Max <= 200cm Exemples of products (not exhaustive) : Bikes Fitness Equipment Surf Boards Ski	Germany	**3,99€** for L ; **14.99€** for XL ; **19.99€** for XXL. (all max)*	*No Rule*	**Not eligible**		Free return within at least 30 days after parcel reception	Home pick up	Customer choice on the date of pick up - weekdays Seller must provide return modalities within 24h about the pick up at home appointment	4 business days after parcel reception			
	France	**20€ max**	*No Rule*									
	Spain	L / XL : **9,99€ max** XXL : **25€ max***	**40€**									
	Italy	L : **14,99€** XL: **19,99€** XXL : **29,99€** (all max)*	*No Rule*									
	Portugal	L : **19.99€** XL : **29.99€** XXL : **49.99€** (all max)*	*No Rule*									
	Poland	**130 PLN max**	**199,99 PLN**									
	Belgium - Luxemburg	**15€** for L/XL & BIKES ; **25€** for XXL* (all max)	**59€**									
	Netherland	*Free Shipping*										
	UK	*No Rule*	*No Rule*									
	Ireland	*No Rule*	*No Rule*									
	Hungria	L/XL: **6990 HUF (17,49 €)** XXL: **11990 HUF (29,99 €)**	*No Rule*									
	Czech Republic	L: 399 CZK XL: 499 CZ XXL: 749 CZK	*No Rule*									
	Slovakia	L = 16 € Max XL = 20 € Max XXL = 30 € Max	*No Rule*									
	Romania	**100 RON max**	*No Rule*									
	Bulgaria	**20€ / 39лв** max	*No Rule*									
	Switzerland - Liechtenstein	L / XL / XXL: **CHF 49.- max**	*No Rule*			**CH Return address :** Return fees payable by the customer up to 49CHF **Non CH Return address :** Return fees up to 49CHF payable by customer*						
	CROATIA	L/XL (Bikes): 15 € XXL 22€ max	*No Rule*			Free return within at least 30 days after parcel reception						
	SLOVENIA	L/XL (Bikes): 15 € XXL 22€ max	*No Rule*									
Specific Products Products that require assembly (ex : Children Playground, snookers, certain bikes) Collectibles Products (ex Collectible Sneakers or Accessories)	Germany	**3,99€** for L ; **14.99€** for XL ; **19.99€** for XXL. (all max)*	*No Rule*	**2€ max**	**25€**	Free return within at least 30 days after parcel reception			4 business days after parcel reception			
	France	**20€ max**	*No Rule*									
	Spain	L / XL : **9,99€ max** XXL : **25€ max***	**40€**									
	Italy	L : **14,99€** XL: **19,99€** XXL : **29,99€** (all max)*	*No Rule*									
	Portugal	L : **19.99€** XL : **29.99€** XXL : **49.99€** (all max)*	*No Rule*									
	Poland	**130 PLN max**	**199,99 PLN**	**12,99 PLN max**	**199,99 PLN**							
	Belgium - Luxemburg	**15€** for L/XL ; **25€** for XXL (all max)*	*No Rule*	**2€ max**	**25€**							
	Netherland	*Free Shipping*		*Free Shipping*								
	UK	*No Rule*	*No Rule*	**1,7£ max**	**21£**							
	Ireland	*No Rule*	*No Rule*	**2€ max**	**25€**							
	Hungria	*No Rule*	*No Rule*	**770 HUF max**	**9500 HUF**							
	Czech Republic	L: 399 CZK XL: 499 CZ XXL: 749 CZK	*No Rule*	**49 CZK max**	**600 CZK**							
	Slovakia	L = 16 € Max XL = 20 € Max XXL = 30 € Max										
	Romania	**100 RON max**	*No Rule*	**10 RON max**	**127 RON**							
	Bulgaria	**20€ / 39лв** max	*No Rule*									

DECATHLON CUSTOMER DELIVERY EXPERIENCE FRAMEWORK

Product Typologie	Channel = Shipping Zone	SHIPPING FEE POLICY				RETURN			REFUND	PERFECT ORDER EXECUTION		
		Standard Home Delivery Mainland Shipping Fee	Standard Home Delivery Free Shipping Threshold	External Pick up Point Mainland Shipping fee	External Pick up Point Free Shipping Threshold	Return policy	(min.) Return methods	Return process	Refund delay	Late Shipping %	On Time Delivery %	Reliable Tracking %
	Switzerland - Liechtenstein	CHF 49.- max	*No Rule*	Free Shipping		CH Return address : Return fees payable by the customer up to 49CHF Non CH Return address : Return fees up to 49CHF payable by customer*		Free return within at least 30 days after parcel reception				
	CROATIA	22€ max	*No Rule*									
	SLOVENIA	22€ max	*No Rule*									

*** Extra small - XS** - 50g envelope with dimensions < 125 x 235 mm
Small - S- Less than 2kg and/or dimensions < 350 mm (L) x 230 mm (W) x 30 mm (H)
Medium - M - Between 2 and 30 kg and/or < 150cm (L x W x H)
Large - L - >30kg and/or > 150cm (L x W x H)
Extra Large - XL - (ONLY Bikes & Surfboards/Kayak)
Extra Extra Large - XXL - (ONLY Table Tennis, Cardio Machines & Trampolines)

***CH returns :** fees paid by customer = customer can pay a return label himself OR seller can generate prepaid label and deduct it from the order reimbursment

Decathlon Customer Delivery Experience Framework - DEFINITIONS :

Cut-Off : Purchase time after which the delivery promise calculation will only take in account the next working day. It can be set up in the SELLER INTERFACE.

Delivery Promise : delivery time commitment towards the CUSTOMER announced at the moment of the order validation.

Lead Time to Ship : Delay between the order purchase and the shipping from the Seller's warehouse. It can be set up in the SELLER INTERFACE.Lead time to deliver : Delay between the shipping and the order delivery. It can be set up in the SELLER INTERFACE.

Standard Home Delivery Mainland Shipping Fee : Maximum shipping fee cap (that will be paid by the CUSTOMER).

Standard Home Delivery Free Shipping Threshold : The maximum order amount for which the shipping fee charged to the CUSTOMER shall not exceed €0. The SELLER remains entirely free to apply a shipping fee not exceeding €0 for orders below that threshold.

Parcel Shop does not include Decathlon stores.

Disclaimer

The Max. Standard Home Delivery Mainland Shipping Fee and the Standard Home Delivery Free Shipping Threshold are set to ensure a consistent CUSTOMER experience across the MARKETPLACE and to guarantee minimum service standards. These limits aim to provide CUSTOMERS with defined quality standards, making the MARKETPLACE as attractive and competitive as possible. The SELLER remains entirely free to set shipping fees below the Max. Standard Home Delivery Mainland Shipping Fee and to apply a shipping fee not exceeding €0 for orders below the Standard Home Delivery Free Shipping Threshold.

APPENDIX 6 : DECATHLON MARKETPLACE CODE OF CONDUCT FOR AI USE

The Decathlon Marketplace, where innovation meets integrity, uses Artificial Intelligence ("**AI**") to enhance its service offerings, optimizing its operations, and delivering exceptional value to its customers, partners and employees. However, the rapid integration of AI technologies is accompanied by novel challenges and responsibilities.

Recognizing the profound impact that AI can have on our Marketplace, we are committed to uphold the highest standards of ethical AI use. As a Marketplace, we are responsible for ensuring that all our AI product developments and internal processes are aligned with ethical standards and the applicable laws and regulations. That is why we developed The Decathlon Marketplace Code Of Conduct for the use of AI (Hereafter: "**AI COC**").

This AI COC is designed to ensure that our deployment of AI technologies is aligned with our core values: respect for data protection and security, transparency and accountability in AI interactions, and promotion of fairness and non-discrimination in AI outcomes. This AI COC is applicable and binds all the Decathlon Marketplace participating country entities, it serves as a guide for all the applicable stakeholders of the company.

By adhering to this AI COC, the Decathlon Marketplace aims to comply with legal standards but mostly to set a benchmark for ethical responsibility in AI usage. We believe that a principled approach to AI can foster a Marketplace that is both innovative and trustworthy, creating a community where technology empowers and enriches all the stakeholders involved.

Together, let's embrace the future responsibly.

1. Preamble

This AI COC establishes high-level principles to which the Decathlon Marketplace aspires when deploying AI to support its business.

The Decathlon Marketplace aims to lead by example by demonstrating how AI, when used wisely and ethically, can generate substantial benefits for the Decathlon Marketplace and its stakeholders throughout the data lifecycle and the broader Decathlon Marketplace ecosystem.

The Decathlon Marketplace recognizes that legal and ethical AI requirements will continuously evolve internationally and the attention and view towards AI use may differ between industries. However, we establish this AI COC to promote and guide the beneficial use of AI that aligns with our Decathlon Marketplace ethical principles and our data protection and security practices set forth in our corporate environment.

This AI COC provides recommendations and a framework towards our employees and partners who have access to or may be involved in the development of our AI systems and solutions, to be considered and implemented at all times when using and developing our AI.

The Decathlon Marketplace acknowledges that AI is a dynamic area and this AI COC may need to be amended from time to time to reflect upon technological progress and evolving ethical norms.

As we gain more experience with AI use, this AI COC may form a basis for a binding ethical policy on AI use, to the extent that the other Decathlon Marketplace policies do not already cover such AI usage.

Finally, this AI COC can and should form the basis of the Decathlon Marketplace training about the ethical AI use at the Decathlon Marketplace.

2. Scope of AI Use

AI is generally the application of technology to emulate intelligent behavior through programmed algorithms and data-driven automation in computer systems. AI is sometimes developed by training the AI systems to act in certain ways based on data and programmation thereof and AI often involves data processing, and automatic or semi-automatic decisioning.

AI may be used by the Decathlon Marketplace internally in our own business, to automate or assist with tasks ranging from manufacturing to design, to employee monitoring, to human resources assistance, as well as externally as a part of our products or services.

AI can range from physical robots, including human-like robots, to more digital AI, such as chatbots, image recognition and analytic tools.

While AI presents significant opportunities for innovation and efficiency, it inherently carries risks that can lead to physical, reputational, or rights-related harms. Autonomous technologies, while beneficial, may act in unpredictable ways due to their semi-automatic nature. Digital AI solutions, such as chatbots and analytics tools, might infringe on data privacy and security if not managed correctly. The potential for AI to impact negatively necessitates a rigorous approach to its development and deployment.

To ensure responsible AI use across the Decathlon Marketplace, we prioritize human-centered design, ensuring our technologies enhance rather than replace human decision-making and focus on user needs and rights. We maintain robust security and accountability in our AI systems, rigorously testing and validating to prevent errors. Our commitment to transparency ensures that AI decisions are both explainable and justifiable, fostering trust and fairness in all interactions.

Furthermore, we uphold ethical standards in AI development and deployment, respecting privacy and avoiding biases while carefully evaluating the sources, methods, and broader impacts of our technologies.

3. Responsibility and Accountability

Our AI use should be accountable and controlled. All stakeholders who are responsible for developing or adopting AI systems and solutions at the Decathlon Marketplace should understand and implement this AI COC and be responsible for the training of their staff based upon the guidelines described in the latter.

In general, stakeholders responsible for the development of AI should:

- Establish an AI compliance check and where required a supplementary DPIA of the AI system or solution;
- Have a clear understanding of what type of data, including personal and confidential data are in scope and what are the terms of use that apply to the latter and their implications. In addition have clarity of whether any data is used for automatic AI training purposes;
- Ensure that there is human accountability for the training, development and the use of the AI system or solution;
- Implement required controls enabling the applicable stakeholders to adapt the AI system or solution where required to prevent or reduce harms, particularly where human empathy and judgement may be needed;
- Ensure the AI system or solution is subject to human monitoring and periodic human reviews.
- Have a general understanding of how the AI system or solution makes its decisions and based upon what parameters and algorithms;
- Consider how AI systems or solution input actions and output are recorded and kept in accordance with the Decathlon Marketplace retention policy.

4. Legal AI Use

It is of high importance to understand how the applicable AI use is regulated in order to comply with all the applicable laws and regulations.

It is fundamental to assess all potential legal concerns, in the data protection, data security, intellectual property, employment, product liability sphere. If a stakeholder has questions about the legal compliance of the AI use, they can contact us.

5. AI in the Workplace

Our AI use should promote fair working conditions, free from any form of discrimination and be transparent and fair towards our employees. Consequences of the use of AI in the workplace could include indirect employment decisions, such as hiring, promotion, or employee monitoring. Before we use AI in the workplace, AI implementing stakeholders should:

- Ensure transparency in the use of AI technologies and provide clear notification and understanding to employees about the deployment of AI systems or solutions where appropriate;
- Respect employee privacy rights in accordance with legal requirements;
- Ensure that AI-driven actions are unbiased and equitable.

6. Environment and Product Integrity

AI use should promote safety and environmental protection. AI stakeholders should:

- Implement the necessary safeguards in AI systems or solutions to prevent any uncontrolled behavior, particularly in fully or semi-automated physical robots, which could lead to harm;
- Ensure that AI systems or solutions comply with all relevant legal and safety standards;
- Provide comprehensive instructions, appropriate warnings, and necessary safety equipment for all products that utilize AI technology.

The product integrity of our AI should be ensured by design. AI stakeholders should:

- Establish robust legal and security frameworks to prevent unintended outcomes that pose risks of harm;

- Guarantee that AI systems or solutions are meticulously designed, developed, and tested using suitable training data to ensure reliability and effectiveness;
- Clearly define the scope of AI usage, including the business objectives and geographic considerations pertinent to its intended application;
- Assess potential risks associated with the use of AI and implement strategies to mitigate such risks;
- Conduct thorough testing of AI technologies within controlled environments and continuously monitor their performance post-deployment;
- Engage key stakeholders throughout the development process of the AI to ensure diverse perspectives and expertise are incorporated.

7. Fair Use of AI

The development, deployment and use of AI systems or solutions must be fair to avoid any potential for unfair bias or discrimination. Consequently, AI stakeholders should:

- Recognize and address the possibility that AI could inadvertently foster unfair bias, disparate impacts, or discrimination due to flaws in programming or training;
- Exercise caution regarding the data used by AI systems or solutions, especially data that might introduce bias due to being incomplete or skewed;
- Proactively identify potential harms to specific population segments and establish measures to mitigate these risks effectively.

8. Data Protection and Cybersecurity in AI Use

Data is an integral part of any AI system, and the Decathlon Marketplace is committed to respecting people's rights to privacy and personal data.

- We are committed to ensuring that any AI involving personal data is developed and used in compliance with data protection laws, including the General Data Protection Regulation (GDPR) and any other applicable data protection legislation currently in force;
- We will implement robust security measures, including encryption and applicable access control techniques, to protect users' data from unauthorized access, misuse, or destruction;
- Our use of AI will be characterized by transparency;
- We will make efforts to explain the reasoning behind an AI's decisions to users where appropriate and ensure that users are informed when they are interacting with an AI system.

We should protect the confidential business information and trade secrets ("**Confidential Information**") and intellectual property embodied in our AI and processed by our AI systems and solutions, as these are vital to the interests and success of the Decathlon Marketplace. Consequently AI stakeholders should:

- Maintain strict confidentiality of all Confidential Information and intellectual property associated with our AI systems or solutions;
- Ensure appropriate protection for any Confidential Information processed by the AI, including its outputs, to safeguard against unauthorized access or disclosure;
- Respect the Confidential Information inherent in our clients' and suppliers' AI systems, and use such information strictly in accordance with applicable laws and contractual obligations.

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APPENDIX 7: FEES OF RETURN SERVICE

For the Logistic classes in this APPENDIX 7, the following definitions shall apply:

- XS: Extra small - XS - 50g envelope with dimensions < 125 x 235 mm
- S: Small - S- Less than 2kg and/or dimensions < 350 mm (L) x 230 mm (W) x 30 mm (H)
- M: Medium - M - Between 2 and 30 kg and/or < 150cm (L x W x H)
- L: Large - L - >30kg and/or > 150cm (L x W x H)

A) FEES APPLICABLE TO BELGIUM

ORIGIN_COUNTRY	DESTINATION_COUNTRY	LOGISTIC_CLASS	PRICE_EXCL_VAT
BE	BEL	XS, S, free shipping, M	€4.31
BE	BEL	L	€6.66
BE	CZE	free shipping	€16.12
BE	CZE	XS	€17.39
BE	CZE	S	€18.23
BE	CZE	M	€19.83
BE	CZE	L	€32.00
BE	DEU	XS, free shipping	€7.92
BE	DEU	S	€7.99
BE	DEU	M	8.29
BE	DEU	L	10.35
BE	DNK	free shipping	14.84
BE	DNK	S, XS	16.54
BE	DNK	M	19.83

BE	DNK	L	38
BE	ESP	XS, free shipping	16.49
BE	ESP	S	17.52
BE	ESP	M	19.44
BE	ESP	L	60.98
BE	FIN	free shipping	17.57
BE	FIN	XS	18.04
BE	FIN	S	19.5
BE	FIN	M	23.26
BE	FIN	L	57.93
BE	FRA	free shipping, XS, S	9.37
BE	FRA	M	11.8
BE	FRA	L	23.21
BE	HUN	free shipping, XS, S	16.79
BE	HUN	M	21.52
BE	HUN	L	53
BE	ITA	free shipping, XS	15.95
BE	ITA	S	16.23
BE	ITA	M	18.39
BE	ITA	L	40.04

BE	LUX	free shipping	6.91
BE	LUX	XS	6.99
BE	LUX	S	7.15
BE	LUX	M	7.35
BE	LUX	L	10.5
BE	NLD	free shipping	7.14
BE	NLD	XS	7.18
BE	NLD	S	7.22
BE	NLD	M	7.36
BE	NLD	L	10.29
BE	POL	free shipping	16.39
BE	POL	XS	16.85
BE	POL	S	17.27
BE	POL	M	18.95
BE	POL	L	54.78
BE	PRT	free shipping	17.28
BE	PRT	XS	17.73
BE	PRT	S	18.18
BE	PRT	M	19.87
BE	PRT	L	56.13
BE	ROU	XS,S	28.46
BE	ROU	M	33.18

BE	ROU	free shipping	26.62
BE	ROU	L	99
BE	SWE	free shipping	17.27
BE	SWE	XS	17.66
BE	SWE	S	18.05
BE	SWE	M	19.51
BE	SWE	L	55
BE	SLN	free shipping, XS,S	26.11
BE	SLN	M	38.32
BE	SLN	L	75
BE	AUT	free shipping, XS, S	€10.93
BE	AUT	M	€11.82
BE	AUT	L	€17.34
BE	Slovakia (SK)	free shipping, XS, S	€27.20
BE	Slovakia (SK)	M	€33.48
BE	Slovakia (SK)	L	€70.16
BE	Ireland (IE)	free shipping, XS, S	€20.33
BE	Ireland (IE)	M	€27.59
BE	Ireland (IE)	L	€70.17
BE	Estonia (EE)	free shipping, XS, S	€17.62
BE	Estonia (EE)	M	€24.80
BE	Estonia (EE)	L	€57.49

BE	Latvia (LV)	free shipping, XS, S	€17.76
BE	Latvia (LV)	M	€27.92
BE	Latvia (LV)	L	€63.40
BE	Lithuania (LT)	free shipping, XS, S	€17.62
BE	Lithuania (LT)	M	€25.60
BE	Lithuania (LT)	L	€59.67
BE	Croatia (HR)	free shipping, XS, S	€30.56
BE	Croatia (HR)	M	€36.87
BE	Croatia (HR)	L	€95.62
BE	Bulgaria (BG)	free shipping, XS, S	€29.92
BE	Bulgaria (BG)	M	€36.11
BE	Bulgaria (BG)	L	€89.75
BE	Greece (GR)	free shipping, XS, S	€43.25
BE	Greece (GR)	M	€58.44
BE	Greece (GR)	L	€136.11
BE	Cyprus (CY)	free shipping, XS, S	€39.29
BE	Cyprus (CY)	M	€54.08
BE	Cyprus (CY)	L	€132.76
BE	Malta (MT)	free shipping, XS, S	€44.28
BE	Malta (MT)	M	€59.80

BE	Malta (MT)	L	€137.85

B) FEES APPLICABLE TO PORTUGAL

Ship from country	Ship to country	Logistic Class	Rate
PRT	AUT	XS, free shipping	15,50 €
PRT	AUT	S,M	19,50 €
PRT	AUT	L	32,70 €
PRT	BEL	XS, free shipping	15,90 €
PRT	BEL	S,M	19,50 €
PRT	BEL	L	28,00 €
PRT	BGR	XS, free shipping	21,50 €
PRT	BGR	S,M	27,50 €
PRT	BGR	L	46,10 €
PRT	BIH	XS, free shipping	24,40 €
PRT	BIH	S,M	32,80 €
PRT	BIH	L	51,00 €
PRT	CHE	XS, free shipping	17,90 €
PRT	CHE	S,M	21,30 €
PRT	CHE	L	32,80 €
PRT	CZE	XS, free shipping	14,10 €
PRT	CZE	S,M	17,20 €
PRT	CZE	L	27,50 €
PRT	DEU	XS, free shipping	13,90 €
PRT	DEU	S,M	17,70 €
PRT	DEU	L	26,00 €
PRT	DNK	XS, free shipping	16,80 €
PRT	DNK	S,M	20,80 €
PRT	DNK	L	31,50 €
PRT	EST	XS, free shipping	17,50 €

PRT	EST	S,M	23,50 €
PRT	EST	L	37,50 €
PRT	FIN	XS, free shipping	23,40 €
PRT	FIN	S,M	29,80 €
PRT	FIN	L	51,00 €
PRT	FRA	XS, free shipping	15,50 €
PRT	FRA	S,M	19,10 €
PRT	FRA	L	29,70 €
PRT	GBR	XS, free shipping	15,90 €
PRT	GBR	S,M	19,70 €
PRT	GBR	L	30,60 €
PRT	GRC	XS, free shipping	21,90 €
PRT	GRC	S,M	29,70 €
PRT	GRC	L	48,20 €
PRT	HRV	XS, free shipping	17,10 €
PRT	HRV	S,M	21,90 €
PRT	HRV	L	37,20 €
PRT	HUN	XS, free shipping	13,50 €
PRT	HUN	S,M	17,50 €
PRT	HUN	L	29,70 €
PRT	IRL	XS, free shipping	16,50 €
PRT	IRL	S,M	19,30 €
PRT	IRL	L	32,00 €
PRT	ITA	XS, free shipping	17,20 €
PRT	ITA	S,M	21,80 €
PRT	ITA	L	35,40 €
PRT	LTU	XS, free shipping	15,50 €
PRT	LTU	S,M	18,70 €
PRT	LTU	L	31,50 €
PRT	LUX	XS, free shipping	15,90 €
PRT	LUX	S,M	19,50 €

PRT	LUX	L	28,00 €
PRT	LVA	XS, free shipping	16,80 €
PRT	LVA	S,M	21,90 €
PRT	LVA	L	36,50 €
PRT	NLD	XS, free shipping	15,50 €
PRT	NLD	S,M	18,40 €
PRT	NLD	L	27,50 €
PRT	NOR	XS, free shipping	23,40 €
PRT	NOR	S,M	26,80 €
PRT	NOR	L	41,30 €
PRT	POL	XS, free shipping	13,10 €
PRT	POL	S,M	16,20 €
PRT	POL	L	28,40 €
PRT	ROU	XS, free shipping	23,60 €
PRT	ROU	S,M	28,40 €
PRT	ROU	L	46,10 €
PRT	SVK	XS, free shipping	14,50 €
PRT	SVK	S,M	18,90 €
PRT	SVK	L	31,20 €
PRT	SVN	XS, free shipping	15,50 €
PRT	SVN	S,M	20,30 €
PRT	SVN	L	30,60 €
PRT	SWE	XS, free shipping	19,50 €
PRT	SWE	S,M	24,50 €
PRT	SWE	L	38,20 €
PRT	ESP	XS, free shipping	8,47 €
PRT	ESP	S	9.17
PRT	ESP	M	9.73
PRT	ESP	L	23

C) FEES APPLICABLE TO THE NETHERLANDS

Surcharge Component	XS/S	M	L
Decathlon Services	€0,20	€0,20	€0,20
Energy Surcharge	€0,25	€0,25	€0,25
Size Surcharge	€0,27	€5,83	€9,07
Total Surcharges	**€0,72**	**€6,28**	**€9,52**
Sizes NL:			
XS (Extra Small): Envelop up to 50 g with sizes < 125 x 235 mm			
S (Small): Less than 2 kg and/if size < 350 mm (L) x 230 mm (B) x 30 mm (H).			
M (Medium): Between 2 and 23 kg and/if size < 175 cm (L) x 58 cm (B) x 78 cm (H)			
L (Large): > 23 < 31 kg and/if < 175 cm (L) x 58 cm (B) x 78 cm (H)			
***Above 31 kg and / or > 175 x 78 x 58 are unable to be shipped**			

Rate Exclusions
1. Excl. peak surcharge of €0.32 (14 November – 31 December)
2. Excl. other fluctuating exceptional surcharges conform NEA
** Note: Rates exclude VAT and the surcharges above.*

Destination	XS/S	M	L
Netherlands	€4,29	€9,85	€14,79
France	€7,13	€16,05	€24,20
Germany	€5,65	€13,41	€23,49
Spain	€5,35	€15,52	€30,68
Italy	€7,97	€18,04	€31,76

Poland	€4,95	€14,73	€27,99
Austria	€7,80	€16,74	€28,26
Czech Republic	€7,61	€16,94	€29,19
Luxembourg	€10,41	€16,71	€23,08
Portugal	€6,07	€16,12	€31,49
Denmark	€10,00	€17,53	€28,35
Sweden	€11,67	€18,26	€27,58
Bulgaria	€14,32	€26,79	€49,27
Cyprus	€15,27	€37,19	€74,37
Estonia	€12,87	€27,17	€47,37
Finland	€11,70	€21,21	€37,65
Greece	€18,02	€40,80	€78,37
Hungary	€8,74	€19,76	€35,32
Malta	€17,12	€39,08	€76,92
Croatia	€15,27	€30,47	€57,42
Lithuania	€12,87	€27,58	€48,62
Ireland	€14,27	€28,60	€47,62
Latvia	€12,97	€28,65	€51,07
Romania	€11,97	€29,90	€62,52
Slovenia	€6,84	€22,96	€45,27
Slovakia	€11,82	€25,37	€45,27
Average	**€10,75**	**€23,42**	**€42,53**
Other EU Countries			
Destination	**XS/S**	**M**	**L**
Estonia	€12,87	€27,17	€47,37
Ireland	€14,27	€28,60	€47,62
Average	**€13,57**	**€27,89**	**€47,50**

MARKETPLACE SELLER SPECIFIC CONDITIONS OF EACH TERRITORY

(hereinafter)

MARKETPLACE SELLER SPECIFIC CONDITIONS - BELGIUM

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary *DEFINITION section* of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.be platform and the comparable digital application (for deliveries both in Belgium and Luxembourg), and operated by the following SUBSIDIARY : DECATHLON BELGIUM SA, Avenue Jules Bordet, 1, 1140 EVERE.

ARTICLE 2: TERMS AND CONDITIONS

DECATHLON shall offer to the CUSTOMER the service of the assembly of specific products at the CUSTOMER's home. These specific products can be voluminous products or products in need of an assembly.

This service shall be provided under the terms and conditions agreed between DECATHLON and the CUSTOMER. DECATHLON is entitled to subcontract the assembly to any subcontractor under DECATHLON's own responsibility.

Nonetheless, the SELLER shall always allow DECATHLON to carry out the assembly of said specific PRODUCTS at home, it being clearly understood that the rights of the CUSTOMER vis-à-vis the SELLER, including but not limited to the guarantee regarding the PRODUCTS, shall not be adversely affected by such assembly in any way.

DECATHLON or the subcontractor shall carry out the assembly in accordance with the manuals supplied with the PRODUCTS.

DECATHLON shall not be responsible for any incomplete, unclear, incorrect or missing manuals in the packaging of the PRODUCTS and the SELLER shall hold DECATHLON harmless regarding the same.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1 In addition to Article 11 and by derogation from Article 20 of the MARKETPLACE SELLER CONDITIONS, prior to any suspension referred to in the said Article 11, the SELLER shall be notified at least twice and the suspension shall become effective sixty (**60**) days following the second notification.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - FRANCE

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary *DEFINITION section* of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE services of the www.decathlon.fr platform and the comparable digital application, operated by the following SUBSIDIARY : DECATHLON FRANCE SAS , 4 boulevard de Mons, 59650, VILLENEUVE D'ASCQ.

ARTICLE 2: TERMS AND CONDITIONS

/

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1 TAX TRANSPARENCY

In addition to ARTICLE 11 of the MARKETPLACE SELLER CONDITIONS and in accordance with its legal obligations, DECATHLON draws the SELLER's attention to its obligations under tax legislation:

- the sale of consumption products in France is subject to Value Added Tax (VAT). The VAT rate differs depending on the nature of the product sold.
- parafiscal taxes may apply to certain categories of products. For example: the private copying tax or "Sorecop" on all digital data media such as hard disks, memory cards, USB keys, tablets, or even WEEE (Waste electrical and electronic equipment) on electrical and electronic products, etc.);
- income from the SELLER's sales through the MARKETPLACE is taxable and must be declared to the tax authorities as part of its income statement.
- In addition, all commercial activity in France is subject to social security contributions, except in strictly regulated special cases. Income from the SELLER's sales through the MARKETPLACE must be declared to social security contribution collection bodies as part of his income statement.

The SELLER must consult the websites of the administrations:
- www.impots.gouv.fr to consult its tax obligations ; and
- www.securite-sociale.fr to consult its social obligations.
He must also check the VAT rate applicable to his products and apply the appropriate rate to his products,

The SELLER must communicate his French VAT identifier to DECATHLON.

If the SELLER considers that his activity on the MARKETPLACE is not subject to tax in France, it is up to him to verify this exemption and to be able to justify it.

DECATHLON reserves the right to respond and communicate all the information required following a request from a public authority concerning the SELLER and its PRODUCTS.

3.2 ECONOMIC INDEPENDENCE

The SELLER undertakes to inform DECATHLON as soon as the turnover that it achieves by means of the MARKETPLACE represents more than 22% of its total turnover.

3.3 SUSTAINABILITY OBLIGATIONS

3.3.1 If the SELLER sells EPR applicable products on the MARKETPLACE, it has to provide DECATHLON with the valid Registration Number(s) corresponding to those products.
If the SELLER does not comply with that obligation DECATHLON or the SUBSIDIARY may either :

- pay corresponding eco-contributions to the qualified Producer Responsibility Organization(s) on the behalf of the SELLER for sales made through the MARKETPLACE and recover these amount(s) from the SELLER.
- or, unlist the SELLER for non compliance with its legal obligations.

3.3.2 In accordance with the French law, SELLERS whose products are submitted to EPR have the obligation to provide the CUSTOMERS with the possibility to return their old similar type products for recycling, at the CUSTOMER'S doorstep and free of charge.

ARTICLE 4 : BICYCLES REGISTRATION LEGISLATION

For the purposes of registering the bicycles sold by the SELLER, DECATHLON undertakes to provide the SELLER with access to the CUSTOMER's email address, in accordance with the legal obligations regarding bicycle registration set forth in the French Transport Code. The SELLER acknowledges that access to the end customer's e-mail address is strictly limited to the specific purpose of bicycle registration and may under no circumstances be used for any other purpose, including marketing or commercial solicitation.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - GERMANY

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.de platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON Deutschland SE & Co. KG, Filsallee 19, 73207 Plochingen - Germany.

ARTICLE 2: TERMS AND CONDITIONS

2.1. DEFINITION

MARKETPLACE GENERAL TERMS OF SALE or MARKETPLACE GTS

It is clarified that these are the Terms of Sale (AGB) of Decathlon Germany, which do not apply to the individual Seller. These can be found at the following address: https://www.decathlon.de/landing/allgemeine-geschaftsbedingungen/_/R-a-agb

The Seller shall provide the Customer with its own Terms of Sale.

2.2 Shipping

The 2-man handling is excluded from Appendix 5 of the MSC and can be arranged by the SELLER individually, but within reasonable limits.

ARTICLE 3 : RETURNS

The SELLER offers a free return to the customer. For this purpose, the SELLER shall comply with Article 8.5.3 herein.

If the customer returns a PRODUCT to the SELLER by mistake when it should be sent to another MARKETPLACE SELLER or to DECATHLON Germany, the SELLER will send the return at its expense to the following address : DECATHLON Germany “decathlon.de, Kundenservice Partner-Retoure, Grenzhöfer Str. 100, 68723 Schwetzingen”.

The SELLER handles these returns just as responsibly as if they were his own. The same applies in the event that DECATHLON Germany receives a PRODUCT returned by mistake. DECATHLON Germany will then send the PRODUCT returned to the correct recipient at DECATHLON Germany's expense. For this purpose, the SELLER must provide an appropriate address in the onboarding process.

Nonetheless, DECATHLON Germany reserves the right to transfer the costs to the SELLER as soon as it becomes apparent that the fault does not lie with the end customer.

The SELLER is aware and agrees that the appropriate shipping data must be transmitted to the shipping company in order to initiate the forwarding. DECATHLON Germany accepts no liability at all with regard to these returns.

ARTICLE 4 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

4.1. VAT

The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor on the territory (Germany) , depending on the level of sales in the territory.

The obligation includes, but is not limited to, that the SELLER is solely responsible for:

- Monitoring whether or not he is required to be VAT registered in Germany

- Raising VAT invoices to customers if necessary
- Filing local tax returns where required

The SELLER agrees to provide a proof of registration as a VAT vendor with the German Tax Authorities before the DECATHLON team can kick off the integration process, if the SELLER has the obligation to register as a VAT vendor in Germany.

DECATHLON and DECATHLON Germany cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy .

4.2. DECATHLON Germany obligations in front of Tax and Fiscal authorities

MARKETPLACE Germany is entitled to suspend the SELLER's account in case the fiscal and/or tax authorities (local or European) request so.

The SELLER will be informed of the request of the tax authorities to suspend the SELLER's account and to reactivate it. The reactivation of the SELLER's account is conditioned by the validation of the tax authorities in this case.

MARKETPLACE Germany will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities.

4.3 LEGALLY COMPLIANT BEHAVIOUR

The Seller is obliged to act in a legally compliant manner on the Platform. If the SELLER is of the opinion that this is not possible for *e.g.* technical reasons beyond the SELLER's control, the SELLER must inform DECATHLON Germany immediately.

The contracting partner is obliged to take care of its GTS independently.

4.4 INFORMATION OF THE SELLER

The SELLER undertakes to inform the Customer under the heading "Information of the Seller" that it operates as an entrepreneur. In the event that a claim is made against Decathlon for failure to provide this information, the SELLER shall compensate Decathlon for the damage incurred as a result.

4.5 EPR (Extended Producer Responsibility)

4.5.1 Packaging Register (Lucid)

According to the German Packaging Act (Verpackungsgesetz), the SELLER is obliged to provide the MARKETPLACE with its registration number for packaging at the Central Office for Packaging (LUCID). This must be done by each SELLER without being asked during onboarding. In the case of packaging subject to system participation, proof of system participation must also always be provided.

4.5.2 ElektroG/WEEE

According to the German ElektroG, every manufacturer or distributor of relevant electrical and electronic equipment must register these products with the EAR Foundation. The SELLER shall at any time, without being requested to do so, provide the relevant WEEE number for each covered product to MARKETPLACE Germany in the manner specified by MARKETPLACE Germany prior to the product going live. Should a product not fall within the catalogue of mandatory registration, the SELLER shall provide a comprehensible justification, or if this is not sufficient for the MARKETPLACE Germany, evidence from the EAR Foundation. MARKETPLACE Germany has the right to block the products or the SELLER if the proof is not provided or not provided correctly.

4.5.3 ChemBiozidDV

The SELLER undertakes to comply with § 10 of the ChemBiozidDV which has entered into force, both offline and online, on January 1st 2025.

This concerns (a.o.) the following product categories, according to Annex V of Regulation (EU) No. 328/2012 :

- PT18 Insecticides ;
- PT14 Rodenticides ;

- PT21 Antigouling products.

The SELLER shall respect the abovementioned Regulation and legislation, and not sell the concerned PRODUCTS in Germany. The SELLER ensures it has checked all the PRODUCTS before their sale and that they meet all the legal requirements related to them.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - SPAIN

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.es platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON ESPAÑA S.A.U., Calle Salvador de Madariaga s/n, (Parque Comercial Alegra), 28702 San Sebastián de los Reyes, Madrid, España, in the Spanish TERRITORY.

ARTICLE 2: TERMS AND CONDITIONS

2.1. Delivery and Shipment

The SELLER undertakes to respect the Decathlon Customer Delivery Experience Framework within the whole Spanish TERRITORY, excluding the territory of the Canary Islands.

2.2. Returns

The returns must comply in any case with the provisions of the Act “Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias”.

ARTICLE 3: ADDITIONAL SERVICES - SELLER PRODUCTS VISIBILITY

The SELLER acknowledges that, in case one or more of its PRODUCTS is classified in a sports category third first positions in the Decathlon Spain Marketplace according to the ranking parameters defined in www.decatlon.es, the SELLER and the SUBSIDIARY DECATHLON ESPAÑA S.A.U could frame an independent ADDITIONAL SERVICE AGREEMENT led to increase one those third best classified PRODUCTS visibility.

This ADDITIONAL SERVICE AGREEMENT would be signed directly between the SELLER and the SUBSIDIARY DECATHLON ESPAÑA S.A.U, being the specific purpose, term and pricing related to this particular service specified in the independent ADDITIONAL SERVICE AGREEMENT.

ARTICLE 4: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

4.1 Decathlon Gift Card. Without prejudice to the payment methods generally described in article 8.3.1 of the MARKETPLACE SELLER CONDITIONS, the Decathlon Gift Card is admitted as a means of payment on the MARKETPLACE in the Spanish territory under the following terms, in accordance with article 4.k) of Real Decreto-ley 19/2018, de 23 de noviembre, de servicios de pago, and article 25 of Real Decreto 736/2019, de 20 de diciembre, de régimen jurídico de los servicios de pago y de las entidades de pago.

4.2 The Decathlon Gift Card is a specific-purpose prepaid payment instrument, issued by DECATHLON ESPAÑA S.A.U., which may only be used to purchase PRODUCTS within DECATHLON ESPAÑA S.A.U.'s limited network, comprising its own physical stores and official digital channels in Spain, including the MARKETPLACE and the SELLERS admitted therein pursuant to this AGREEMENT. The Decathlon Gift Card does not permit cash withdrawals, fund transfers, or transactions outside this limited network, and may not be used to purchase products or services within any other limited network of goods or services from any other SUBSIDIARY. To this end, it is hereby agreed and understood that the Decathlon Gift Card shall solely be used in the Spanish territory.

4.3 By accepting this AGREEMENT, the SELLER expressly acknowledges and accepts the obligations common to all SELLERS admitted to the MARKETPLACE for the acceptance of the Payment Methods available in the MARKETPLACE,

and undertakes to recognize identical rights to all CUSTOMERS using the Decathlon Gift Card, irrespective of the SELLER from which the PRODUCTS are purchased, in accordance with article 25.2 of the Spanish Real Decreto 736/2019. The SELLER shall not accept the Decathlon Gift Card in exchange for cash, nor allow any redemption, transfer or use of the Decathlon Gift Card other than for the purchase of PRODUCTS available on the MARKETPLACE within the Spanish territory.

4.4 DECATHLON ESPAÑA S.A.U. shall remain liable towards the CUSTOMER for the value of the Decathlon Gift Card redeemed on the MARKETPLACE, irrespective of the SELLER providing the PRODUCTS purchased. The terms of use, validity, and any restrictions applicable to the Decathlon Gift Card are set out in the Decathlon Gift Card Terms and Conditions in force at each time, available at www.decathlon.es/es/giftcard.

4.5 Should the scope or terms of use of the Decathlon Gift Card be modified so that it ceases to qualify as a limited-network payment instrument under article 4.k) of Real Decreto-ley 19/2018, of 23 November, and article 25 of Real Decreto 736/2019, of 20 December, DECATHLON ESPAÑA S.A.U. shall inform the SELLER accordingly and adopt the measures required to adapt this AGREEMENT to the payment services regulation applicable at that time.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - THE NETHERLANDS

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary *DEFINITION section* of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.nl platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON Netherlands B.V., Hoogoorddreef 15, 1101 BA Amsterdam, the Netherlands

ARTICLE 2: TERMS AND CONDITIONS

2.1. Shipment and delivery

The SELLER is obliged, in addition to art. 5.3 of the MARKETPLACE SELLER CONDITIONS, to keep DECATHLON Netherlands informed of the position from which the SELLER is dispatching the Product. If a change of location takes place, the SELLER must inform DECATHLON via the MARKETPLACE CONTACT PERSON.

2.2. Returns

In addition to the terms and conditions about return provided in the MARKETPLACE SELLER CONDITIONS, it is provided that the CUSTOMER sends a return to the SELLER in error when it should be sent to another MARKETPLACE SELLER or to DECATHLON Netherlands, the SELLER will send the return at its expense to DECATHLON Netherlands. The SELLER handles the returns just as responsibly as if they were his own. The same applies in the event that DECATHLON Netherlands receives an appropriate return in error. In this case DECATHLON Netherlands will send the return to the correct recipient at DECATHLON Netherlands' expense. For this purpose, the SELLER must provide an appropriate address in the onboarding process. However, DECATHLON Netherlands reserves the right to transfer the costs to the SELLER as soon as it becomes apparent that the fault does not lie with the end customer. The SELLER is aware and agrees that the appropriate shipping data must be transmitted to the shipping company in order to initiate the forwarding. DECATHLON Netherlands accepts no liability at all with regard to returns.

Notwithstanding the SELLER'S responsibility for the shipping and management of returns, if a returned PRODUCT remains in the possession of DECATHLON Netherlands due to any failure, delay, or refusal by the SELLER to retrieve it or to provide instructions for its collection, DECATHLON Netherlands reserves the right to charge the SELLER for all costs incurred with the storage, shipping or associated with the reshipping of the product. The SELLER expressly authorizes DECATHLON and DECATHLON Netherlands to deduct these costs from its PAYMENT ACCOUNT, in accordance with the provisions of Article 8 of the MARKETPLACE SELLER CONDITIONS.

If the PRODUCT is not collected or remains in the possession of DECATHLON Netherlands within twelve (12) months of the initial notification and provided a notice of default was sent, the SELLER shall be irrevocably deemed to have waived all ownership rights in favor of DECATHLON Netherlands, who shall then acquire full legal title and will then be entitled, at its sole discretion, to sell, donate, or destroy such abandoned products. The SELLER undertakes to fully indemnify and hold DECATHLON and DECATHLON Netherlands harmless against any third-party claims arising from the disposal of products in accordance with this Article.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. VAT

The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor in the territory (The Netherlands), depending on the level of sales in the territory. The obligation includes, but is not limited to, that the SELLER is solely responsible for:

- monitoring whether or not he is required to be VAT registered in The Netherlands;
- raising VAT invoices to customers if necessary;
- filing local tax returns where required; and
- settling any debt relating to tax obligations resulting from its activities in the Netherlands.

The SELLER agrees to provide a proof of registration as a VAT vendor with the Dutch Tax Authorities before the DECATHLON team can kick off the integration process, if the SELLER has the obligation to register as a VAT vendor in The Netherlands.

DECATHLON and DECATHLON Netherlands cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

DECATHLON Netherlands obligations in front of Tax and Fiscal authorities

DECATHLON is entitled to suspend the SELLER's account in case the fiscal and/or tax authorities (local or European) requests so. The SELLER will be informed of the request of the tax authorities to suspend the SELLER's account and to reactivate it. The reactivation of the SELLER's account is conditioned by the validation of the tax authorities in this case.

DECATHLON will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities.

Exclusion of liability in case of erroneous information

DECATHLON is not liable for underpaid VAT on deemed supplier transactions when the SELLER provided it with erroneous information that was required for the VAT calculation and DECATHLON did not and could not reasonably have known that the information was incorrect.

3.2. Legally compliant behaviour

The SELLER is obliged to act in a legally compliant manner on the Platform. If the SELLER is of the opinion that this is not possible for *e.g.* technical reasons beyond the SELLER's control, the SELLER must inform DECATHLON Netherlands immediately.

3.3. Compliance with existing laws and regulations

3.3.1. The SELLER accepts and guarantees that the SELLER complies with all existing laws and regulations (and in particular: Dutch law) which are or will be applicable in relation to (the performance of) the platform. The SELLER accepts that the SELLER will be liable for damage which results from non-compliance with the aforementioned laws and regulations. If the MARKETPLACE or DECATHLON Netherlands is obliged to pay any amount (for example: a fine) due to non compliance by the SELLER, the MARKETPLACE or DECATHLON Netherlands may recover these amount(s) from the SELLER.

3.3.2. The SELLER will in particular comply with all applicable consumer law regarding online sales. 3.4.2.1. The SELLER guarantees that any discounts offered to consumers on the Decathlon Marketplace will not be misleading and will be offered in compliance with existing law.

3.3.3. The SELLER will in particular comply with EPR law (and in particular with obligations as mentioned in ‘’de wet UPV Textiel’’). If the SELLER does not comply with legal obligations as stipulated in the aforementioned law, the MARKETPLACE or DECATHLON Netherlands may:

- pay corresponding contributions or damages to the qualified Producer Responsibility Organization(s) or authorities on the behalf of the SELLER for sales made through the MARKETPLACE and recover these amount(s) from the SELLER.
- and/or, unlist the SELLER for non compliance with its legal obligations.

If the MARKETPLACE or DECATHLON Netherlands is legally obliged to pay corresponding contributions or damages to the qualified Producer Responsibility Organization(s) or authorities on the behalf of the SELLER for sales made through the MARKETPLACE, the MARKETPLACE or Decathlon Netherlands may recover these amounts from the SELLER.

3.3.4. The SELLER will communicate its prices transparently towards consumers. This obliges the seller to clearly show the

pricing structure and refrain from adding any hidden costs which are not reasonably clear for the customer.

3.3.5. The SELLER is legally obliged to make a form of withdrawal (“modelformulier voor herroeping’’) available on its website for the consumers.

3.3.6 The SELLER warrants that all packaging associated with PRODUCTS comply with the applicable EU Packaging and Packaging Waste Regulation (PPWR) and applicable Dutch laws. Specifically, the SELLER shall: (i) be validly registered in a Dutch national producer register if this is mandatory; (ii) ensure all packaging meets mandatory recyclability and substance requirements, including the prohibition of PFAS in food-contact packaging; and (iii) provide DECATHLON or DECATHLON Netherlands, upon first request and within ten (10) days, with a valid Declaration of Conformity (DoC), technical documentation, and lab-verified compliance certificates. Without prejudice to DECATHLON’s and DECATHLON Netherlands statutory rights or the rights as described in the MARKETPLACE SELLER CONDITIONS, the SELLER undertakes to fully indemnify and hold DECATHLON and DECATHLON Netherlands harmless from and against any administrative fines, periodic penalty payments, or damages imposed by Dutch authorities (such as ILT or NVWA) resulting from the SELLER’s failure to comply with its PPWR obligations. This indemnity includes, without limitation, all costs related to sales bans, product withdrawals, and legal fees incurred by DECATHLON and/or DECATHLON Netherlands due to non-compliant packaging placed on the market by the SELLER.

3.3.7 The SELLER warrants that all SECOND-HAND PRODUCTS offered comply with legal conformity requirements and safety standards. The SELLER is obliged to: (i) provide a detailed and truthful description of the PRODUCT's condition, including any signs of use or cosmetic defects; (ii) in the case of bicycles, perform a full safety check on critical components (such as brakes, frame integrity, and lighting) prior to sale; and (iii) comply with the legal warranty period for second-hand goods in accordance with Dutch laws. Without prejudice to DECATHLON’s and DECATHLON Netherlands statutory rights or the rights as described in the MARKETPLACE SELLER CONDITIONS, the SELLER indemnifies DECATHLON and DECATHLON Netherlands against claims arising from defects specifically related to the second-hand status of the PRODUCT that were not explicitly stated in the PRODUCT SHEET.

3.4. Data protection

Personal Data processed by Decathlon as Controller

For the provision of the Service Decathlon processes personal data of the SELLER for the following purposes:

a. for the performance of a contract to which Partner is party or in order to take steps at the request of the Partner prior to entering into a contract;

b. Maintenance and management of the DECATHLON MARKETPLACE, including fraud detection and prevention measures;

c. to inform SELLER about the DECATHLON MARKETPLACE and the complementary services of Decathlon (direct marketing)

d. for analyses and research purposes in order to improve the use of the Decathlon Marketplace and complementary services.

3.5 Requirements relating to regulatory obligations

Within the framework of the execution of the AGREEMENT, the SELLER acknowledges and agrees that Know Your Customer (KYC) identification documentation and related Customer Due Diligence (CDD) Data as provided to the Payment Service Provider (PSP) will also be accessible for and shared with and accessed by DECATHLON Netherlands, acting as a registered payment agent, and other PSP’s - contracted by DECATHLON Netherlands - involved in pay-in or so called afterpay services for meeting their obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act (Wwft) and European Anti-Money Laundering (AML) regulations or similar regulations. Such data processing is carried out solely to fulfill legal and regulatory requirements, including KYC verification, ongoing monitoring, and responding to related regulatory requests, and to enable the secure and compliant provision of payment services. Access to this data will be limited to what is necessary and proportionate for these purposes and subject to appropriate safeguards under the applicable data protection laws.

ARTICLE 4: ANCILLARY SERVICES AVAILABLE IN THE TERRITORY

DECATHLON Netherlands from time to time offers the SELLER the opportunity to participate in retail media campaigns,

provided that (i) the SELLER is not subject to any suspension measures, (ii) the SELLER meets the eligibility criteria regarding the performance of the SELLER and the PRODUCTS set for the retail media campaign concerned, and (iii) the SELLER undertakes to promote PRODUCTS during the retail media campaign that are relevant to the theme of the retail media campaign concerned. For each retail media campaign, the number of places available will be determined by DECATHLON Netherlands and awarded in accordance with the criteria and modalities determined by DECATHLON Netherlands.

DECATHLON or DECATHLON Netherlands may offer the SELLER the opportunity to use additional promotional services, including in particular, but not limited to:

- participation in external campaigns or shopping services (i.e. Google Shopping, Google Ads, Meta Ads).

The use of the above services is voluntary, and the detailed rules of these services, eligibility criteria, execution, and determination of fees are defined in separate terms & conditions or agreements made available by DECATHLON or DECATHLON Netherlands.

ARTICLE 5: RANKING AND PRODUCT PRIORITIZATION

5.1 In addition to Article 7.2 of the MARKETPLACE SELLER CONDITIONS, DECATHLON Netherlands reserves the right to manually adjust the ranking of the products presented on the MARKETPLACE - whether they are sold by DECATHLON or by a SELLER. This may include providing priority placement or enhanced visibility to specific products offered directly by DECATHLON within list or search views..

5.2 Such manual adjustments are based on objective commercial criteria and business goals. Products offered by DECATHLON may receive priority placement or enhanced visibility based on the following justifications:

a) To support ongoing marketing campaigns on the platform;
b) To highlight products relevant to current (sporting) events;
c) To highlight temporary price reductions or special offers;
d) To increase visibility for products recently added to the assortment;
e) To highlight products based on the start of a specific sports season.

5.3 The priority placement and enhanced visibility mechanisms as described in this Article is exclusively reserved for products offered by DECATHLON. PRODUCTS offered by MARKETPLACE SELLERS are not eligible for manual adjustment and will be ranked according to the general principles set out in Article 7.2 of the MARKETPLACE SELLER CONDITIONS. For the avoidance of doubt, this provision is entirely without prejudice to any separate marketing, visibility, or sponsorship campaigns that may be made available to MARKETPLACE SELLERS on the MARKETPLACE against specific remuneration.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - ITALY

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary *DEFINITION section* of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.it platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON ITALIA, Viale Valassina, 268, 20851-Lissone (MB).

ARTICLE 2: TERMS AND CONDITIONS

2.1. Shipment and delivery

For the avoidance of doubt, the SELLER undertakes to comply with the Decathlon Customer Delivery Experience Framework set out in Appendix 5 to the MARKETPLACE SELLER CONDITIONS, for all deliveries made to the Italian TERRITORY, including the Italian Islands. However, as an exception limited to products eligible to standard parcel delivery to Sicily, Sardinia, and Calabria, the maximum Standard Home Delivery Shipping Fee shall be EUR 6,99. For the latter, the SELLER shall still offer at least one delivery method.

In relation to the delivery, it is especially provided that, in addition to the conditions provided in the MARKETPLACE SELLER CONDITIONS, the SELLER must include a receipt containing information relating to the order in each shipped package. In accordance with Italian law (article 22, paragraph 1, no. 1, of Italian Presidential Decree no.633/72), an invoice must only be issued if requested by the customer, by and no later than the time that the sale is made.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

Tax obligations

In addition to ARTICLE 11 of the MARKETPLACE SELLER CONDITIONS and in accordance with its legal obligations, DECATHLON draws the SELLER's attention to its obligations under tax legislation:

- the partner must comply with the tax regulations of the territory in which it operates.
- the sale of consumption products in Italy is subject to Value Added Tax (VAT). The VAT rate differs depending on the nature of the product sold.
- It is to be noted that recent EU legislation has introduced the general rule whereby indirect e-commerce transactions with private consumers will be territorially relevant in the European country in which the goods are received (country where the private purchaser resides).
- income from the SELLER's sales through the MARKETPLACE is taxable and must be declared to the tax authorities as part of its income statement.
- DECATHLON reserves the right to respond and communicate all the information required following a request from a Public Authority concerning the SELLER and its PRODUCTS.
- DECATHLON cannot and will not provide assistance on the VAT requirement and cannot be held responsible for any tax advice or accountancy.

According to art. 5.1 of the MARKETPLACE SELLER CONDITIONS, the SELLER must:

- be established in the European Union
- be duly registered and identified for VAT purposes in the territory in which it operates, where the partner has its registered office

Furthermore, in order to sell their products on the Italian territory,
the Partner must be compliant with one of the following two cases:

A. have the direct identification for VAT purposes in Italy. The direct identification in Italy for the sales made in Italy, result in VAT obligations, in terms of declarations and payments, made in Italy to the Italian Tax Authority.

or, if the territory in which the Partner is identified for tax purposes provides so

B. be registered in a special electronic system called the One-Stop Shop (OSS) in the territory where the PARTNER has its registered office and where they can declare and pay the VAT.

In the case in hand, for EU operators selling in Italy, the following is provided for information purposes but without limitation:

For the A. case:

- Partner must have direct identification pursuant to Article 35-ter of Presidential Decree No. 633/72 regarding Direct VAT Identification in Italy of non-resident subjects ;
- Partner must obtain and communicate to DECATHLON the VAT number assigned by the Italian tax authority;
- The VAT obligations deriving from the sales of goods and the provision of services carried out in Italy by non-resident subjects must be fulfilled by the Partner, through the VAT position in Italy, if the client is an Italian private individual;
- The Partner must provide DECATHLON a copy of the VAT payments, all the interim and annual fulfillments related to the VAT declaration ;
- Partner must guarantee the correct application of the VAT rates in force in Italy, when displaying prices on Marketplace;

For the B. case:

- Partner must be registered in the OSS in the territory where the partner has its registered office ;
- Partner must communicate and transmit to Decathlon the certifications of registration to the OSS regime with particular reference to the Italian territory;
- The VAT obligations deriving from the sales of goods and the provision of services carried out in Italy by non-resident subjects must be fulfilled by the Partner
- Partner must guarantee the correct application of the VAT rates in force in Italy, when displaying prices on Marketplace;

In any case, it is advisable to discuss this matter with a tax consultant who follows the development of specific regulations over time.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - THE UNITED KINGDOM

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary *DEFINITION section* of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.co.uk platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON UK LIMITED, whose registered office is situated at Head Office, 9 Maritime Street, London, England, SE16 7FU.

ARTICLE 2: TERMS AND CONDITIONS

2.1 Definitions

Unless the context otherwise requires, the following words and expressions shall have the following meanings in the present MARKETPLACE SELLER SPECIFIC CONDITIONS UNITED KINGDOM :

“TERRITORY” means the United Kingdom.

“Official language of the TERRITORY” means the English language.

2.2 Services of Subsidiary

Subject to further agreement between the SELLER and the SUBSIDIARY, the SELLER may hire the SUBSIDIARY without further consent of DECATHLON BELGIUM SA to provide services related to or arising out of the MARKETPLACE, provided that the SELLER remains fully liable to indemnify and hold DECATHLON BELGIUM SA harmless from all claims, losses, costs, fees, liabilities, damages or injuries suffered by DECATHLON BELGIUM SA as a result thereof. Under no circumstances, shall the hiring of the SUBSIDIARY by the SELLER be interpreted as an assignment of any obligation of the SELLER to any other party, including but not limited to the SUBSIDIARY.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1 Place of Establishment

The provision within Article 5.1 of the MARKETPLACE SELLER CONDITIONS relating to where the Seller is established is altered to the effect that the SELLER shall be established in the United Kingdom. For the avoidance of doubt, the rest of Article 5.1 of the MARKETPLACE SELLER CONDITIONS applies in full.

3.2 Personal Data

When it is related to or arising out of the processing of personal data in the context of the activities of an establishment of a controller or a processor in the United Kingdom, regardless of whether the processing takes place in the United Kingdom or not, or the relevant processing of personal data of data subjects who are in the United Kingdom by a controller or processor not established in the United Kingdom, where the processing activities are related to the offering of goods or services, irrespective of whether a payment of the data subject is required, to such data subjects in the United Kingdom; or the monitoring of their behaviour as far as their behaviour takes place within the United Kingdom, the term “Regulation 2016/679 EU” in Article 10 of the MARKETPLACE SELLER CONDITIONS is altered to the effect that it shall be

understood as the United Kingdom General Data Protection Regulation. For the avoidance of doubt, the rest of Article 10 of the MARKETPLACE SELLER CONDITIONS applies in full.

3.3 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:
- When referring to the monthly subscription of EUR 70 : GBP 60 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : GBP 2.250.

3.4 Stock Location, Importation, Customs Clearance and Delivery Restrictions

By derogation from and modification of Article 5.3 of the MARKETPLACE SELLER CONDITIONS, for all PRODUCTS offered or sold on the MARKETPLACE in the TERRITORY:

1. The SELLER undertakes to propose only PRODUCTS that it holds personally in stock (or of which it has ensured that its partners hold in stock) at the time of the CUSTOMER'S order within the territory of Great Britain (the United Kingdom, excluding Northern Ireland).
2. All references to “European Union” or “EU” in Article 5.3 of the MARKETPLACE SELLER CONDITIONS, specifically regarding physical stock storage, definitive importation, release for free circulation, payment of customs duties/import VAT, and prohibition of post-order customs clearance, shall be read and construed as references to Great Britain (the United Kingdom, excluding Northern Ireland).
3. Under no circumstances shall any PRODUCT be listed or sold on the MARKETPLACE if it still requires definitive importation or the completion of customs clearance formalities into Great Britain (the United Kingdom, excluding Northern Ireland) following the CUSTOMER’S order.
4. The SELLER shall not list, offer for sale, sell, dispatch, or deliver any PRODUCTS to CUSTOMERS located in, or addresses situated within, Northern Ireland. The SELLER shall ensure its shipping settings on the SELLER INTERFACE strictly exclude Northern Ireland from its delivery coverage.

ARTICLE 4: ADDITIONAL COMPLIANCE - ETHICS

4.1 Compliance with laws applicable in England and Wales, and Scotland

Without prejudice to any other provisions hereof, the SELLER shall comply with all reasonable requests of DECATHLON in respect of the SELLER’s adherence to all applicable laws, regulations and guidelines in England and Wales, and Scotland.

The SELLER shall ensure that its operations, practices and supply chain comply with all relevant laws and regulations, including but not limited to those concerning anti-bribery, anti-corruption, human rights, labour standards, environmental claims, environmental protection, consumer protection and competition.

The SELLER shall promptly provide DECATHLON with any information or documentation reasonably requested to demonstrate compliance with this Article 4.1.

The SELLER shall promptly notify DECATHLON if it becomes aware of any non-compliance with this Article 4.1 and shall take all necessary steps to remedy such non-compliance as soon as practicable.”

For the avoidance of doubt, this Article 4.1 is in addition to, and does not relieve, remove or replace Article 13 of the MARKETPLACE SELLER GENERAL CONDITIONS.

4.2 Key Requirements

Article 4.1 hereof shall form part of the KEY REQUIREMENTS defined in the Preliminary Article of the MARKETPLACE SELLER GENERAL CONDITIONS.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - PORTUGAL

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary DEFINITION section of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.pt platform, and the comparable digital application, operated by the following SUBSIDIARY: SPDAD - SOCIEDADE PORTUGUESA DE DISTRIBUIÇÃO DE ARTIGOS DE DESPORTO, UNIPESSOAL LDA, Estrada do Monte da Cabreira, nº. 1, freguesia de Alfragide, concelho da Amadora, 2610-017 Amadora, Portugal.

ARTICLE 2: TERMS AND CONDITIONS

2.1. Management Costs for Uncompleted Returns and Deduction of Charges

Notwithstanding the SELLER'S exclusive responsibility for the shipping and management of returns, if a returned or undelivered PRODUCT remains in the possession of DECATHLON or its SUBSIDIARIES due to any failure, delay, or refusal by the SELLER to retrieve it or provide instructions for its collection, DECATHLON reserves the right to charge the SELLER for all costs incurred with the shipping or associated with the reshipping of the product.

The SELLER expressly authorizes DECATHLON to deduct these costs from its PAYMENT ACCOUNT, in accordance with the provisions of Article 8 of the General Conditions.

2.2. Ownership of the PRODUCT not collected by the SELLER in the event of a Return

Notwithstanding the SELLER’s responsibility for the shipping and management of returns, in the event that a returned PRODUCT remains in the possession of Decathlon Portugal due to any failure, delay, or refusal by the SELLER to collect it or to provide instructions for its collection, Decathlon Portugal reserves the right to charge the SELLER for all costs incurred regarding the storage, shipping, or associated with the reshipment of the product.

The SELLER expressly authorizes DECATHLON and Decathlon Portugal to deduct such costs from its PAYMENT ACCOUNT, in accordance with the provisions of Article 8 of the MARKETPLACE SELLER CONDITIONS. If the PRODUCT is not collected or remains in the possession of Decathlon Portugal for a period of twelve (12) months following the initial notification, and provided that a notice of default has been sent, the SELLER shall be deemed to have irrevocably waived all property rights in favor of Decathlon Portugal, which shall then acquire full legal title and consequently have the right, at its sole discretion, to sell, donate, or utilize such abandoned products for any legitimate purpose.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. VAT

The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor in the territory (Portugal), depending on the level of sales in the territory.
The obligation includes, but is not limited to, that the SELLER is solely responsible for:

- monitoring whether or not he is required to be VAT registered in Portugal;
- raising VAT invoices to customers if necessary;
- filing local tax returns where required; and

- settling any debt relating to tax obligations resulting from its activities in Portugal.

The SELLER agrees to provide a proof of registration as a VAT vendor with the Portuguese Tax Authorities before the DECATHLON team can kick off the integration process, if the SELLER has the obligation to register as a VAT vendor in Portugal.

DECATHLON and DECATHLON Portugal cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

3.2. DECATHLON Portugal obligations in front of Tax and Fiscal authorities

DECATHLON is entitled to suspend the SELLER's account in case the fiscal and/or tax authorities (local or European) requests so.

The SELLER will be informed of the request of the tax authorities to suspend the SELLER's account and to reactivate it. The reactivation of the SELLER's account is conditioned by the validation of the tax authorities in this case. DECATHLON will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities.

3.3 Legally compliant behaviour

The SELLER is obliged to act in a legally compliant manner on the Platform. If the SELLER is of the opinion that this is not possible for *e.g.* technical reasons beyond the SELLER's control, the SELLER must inform DECATHLON Portugal immediately.

3.4 Compliance with existing laws and regulations

The SELLER accepts and guarantees that it complies with all existing laws and regulations (and in particular: Portuguese law(s)) which are or will be applicable in relation to (the performance of) the platform. The SELLER agrees that the SELLER shall be ultimately responsible for indemnifying DECATHLON Portugal for any damages resulting from non-compliance with the above laws and regulations.

The SELLER will in particular comply with all applicable consumer law regarding online sales. The SELLER will communicate its prices transparently towards consumers. This obliges the SELLER to clearly show the pricing structure and refrain from adding any hidden costs which are not reasonably clear for the customer.

The SELLER undertakes not to impose any territorial restrictions on the delivery of PRODUCTS within Portuguese TERRITORY, including, without limitation, Mainland Portugal and the Autonomous Regions.

3.5. Consumer Information Requirements - Portugalization

The SELLER acknowledges and accepts its primary responsibility for ensuring that all PRODUCTS and their respective CONTENTS made available for the Portuguese TERRITORY fully comply with applicable Portuguese legislation, as well as all sectoral regulations in force.

The SELLER undertakes to ensure that all information intended for the CUSTOMER in the TERRITORY is written, in a clear and legible manner, in the Portuguese language. This obligation extends to, but is not limited to: (i) Labeling, Packaging, and safety and usage Warnings; (ii) Instruction Manuals and other accompanying documents for the PRODUCTS; (iii) PRODUCT SHEETS, descriptive CONTENTS, price information, warranty terms, and advertising messages.

The SELLER shall be solely responsible for any damages caused to the CUSTOMER and/or for any fines, sanctions, or actions brought by the competent authorities resulting from non-compliance with the obligation that information regarding the nature, characteristics, and guarantees of goods or services offered to the public in the national market must be provided in the Portuguese language.

In this case, the SELLER undertakes to fully indemnify DECATHLON Portugal and to hold the latter harmless from any liability, covering all harmful consequences arising from such proceedings.

ARTICLE 4: AVAILABLE ADDITIONAL SERVICES

4.1. Retail Media

DECATHLON Portugal occasionally makes available to the SELLER the opportunity to participate in retail media campaigns, provided that: (i) the SELLER is not subject to any suspension measures; (ii) the SELLER meets the eligibility criteria regarding the performance of the SELLER and the PRODUCTS defined for the retail media campaign in question; and (iii) the SELLER undertakes to promote PRODUCTS during the retail media campaign that are relevant to the theme of the campaign in question.

For each retail media campaign, the number of available slots will be determined by DECATHLON Portugal and allocated according to the criteria and modalities determined by DECATHLON Portugal.

4.2. Exhibition of SELLER Products in Decathlon Portugal Stores (Showrooming)

The SELLER agrees that DECATHLON Portugal reserves the right to select, at its sole discretion, the SELLER'S PRODUCTS (or samples thereof) for physical exhibition in DECATHLON'S commercial spaces within the TERRITORY, as part of the Marketplace's extended offering.

The aforementioned exhibition is intended solely for promotional purposes and order acquisition. It is expressly understood and accepted by the SELLER that:

- DECATHLON does not acquire ownership of the exhibited PRODUCT, which remains in the possession and title of the SELLER (or its representatives) until the final sale.
- The sale of the PRODUCT to the CUSTOMER is carried out exclusively online, through Decathlon's website or mobile application; the invoice is issued directly by the SELLER to the CUSTOMER, and the purchase and sale contract is established between them.
- DECATHLON acts, in this context, as a mere intermediary, facilitating access to the SELLER'S online sales platform.
- The SELLER shall assume total risk of loss, damage, deterioration, or theft of the PRODUCTS exhibited in the Store.
- The SELLER shall ensure that the PRODUCTS comply with all safety, environmental, hygiene, and health standards applicable to exhibition in a retail environment (including fire safety regulations and, if applicable, legislation on Food Products and handling).

For the provision of this service, the SELLER shall pay DECATHLON an additional cost to be agreed upon by the Parties. It is understood that this amount constitutes consideration for the use of DECATHLON'S commercial space and is independent of the commission due to DECATHLON on online sales resulting from the exhibition.

DECATHLON reserves the right to remove the PRODUCT from the exhibition at any time. The financial consequences of such removal will depend on the reason:

- If the removal occurs due to an exclusive commercial or operational decision by DECATHLON and through no fault of the SELLER, DECATHLON shall refund the amount paid by the SELLER corresponding to the remaining period of the contracted exhibition, calculated from the date of effective removal until the end of the agreed period.
- If the removal is motivated by a breach of the AGREEMENT by the SELLER, issues of safety, hygiene, or PRODUCT compliance, or reputational risk to DECATHLON, there shall be no refund of the amounts paid, without prejudice to DECATHLON'S right to claim compensation for any damages caused.

The SELLER undertakes to fully indemnify DECATHLON Portugal for any costs, expenses, fines, or liabilities arising from damage caused to third parties or non-compliance with regulatory standards related to the exhibited PRODUCTS.

ARTICLE 5: ADDITIONAL DISTRIBUTION CHANNELS AND AFFILIATION PROGRAMMES

In accordance with Article 3(1)(d) of Regulation (EU) 2019/1150, the SELLER is informed that DECATHLON may market the SELLER'S PRODUCTS through distribution channels and affiliation programmes beyond the core MARKETPLACE website and mobile application. These include:

- Comparison shopping services DECATHLON may partner with specialized external platforms to display SELLER PRODUCTS directly on search engine results (i.e. Google Shopping).

- Social media retargeting: PRODUCTS may occasionally appear on social media platforms (limited to Facebook and Instagram). This typically occurs when a consumer has previously viewed a PRODUCT on the DECATHLON website and is later shown that same PRODUCT on their social media feed to encourage them to complete their purchase.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - SWITZERLAND

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.ch, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON SPORTS SWITZERLAND SA, Route de Meyrin 171, 1214 Vernier, Switzerland.

ARTICLE 2 : TERMS AND CONDITIONS

2.1. Payment methods

Cembra Pay payment method

The SELLER hereby sells and assigns to DECATHLON, as of the date this AGREEMENT comes into force, all receivables from sales of PRODUCTS to CUSTOMERS (i) performed on the MARKETPLACE and (ii) for which the CUSTOMER has previously selected "CembraPay" as the payment method (Global Assignment). If DECATHLON requires a confirmation of assignment, the SELLER undertakes to issue and send such confirmation within 20 days.

2.2. Specific rates of commission for the sale of products on www.decathlon.ch

Deviating from article 4 of the MARKETPLACE SELLER CONDITIONS, the commission rates applicable for all sales of products on the www.decathlon.ch platform are indicated in the table below :

Category	New	Second Hand
Sport services (*e.g.* Media, Events, Apps, ticketing, etc.)	19%	19%
All categories of products except what is below	17%	17%
Ski materials : Ski, Ski boots, Snowboard, Snowshoes	17%	14%
Fishing : Road, Fishing Reels, Float tube	17%	11%
Sports Shoes	17%	11%
Golf Material : Trolley, Golf Club, Golf Wood, Putter, Iron, Wedge, Driver, Golf Set	17%	11%
Fitness materials : Treadmill, Exercise bike, Trampoline, Rowing machine, Cross trainer, Bench, Studio bike, Home gym, Multi-function apparatus, Stepper, Fitness Tower, Vibrating Platform, Stretching machines, Abs equipment, Aquabike	13,5%	13,5%
Indoor Game Tables : Table Tennis Tables, Pool Tables, Baby foot	13,5%	13,5%
Swimming pools and Spa	13,5%	13,5%
Bikes	13,5%	11,5% until CHF 2500.-
Electronic micro-mobility devices: electric scooters, electric skateboard, electric hoverboards, electric longboard	13,5%	13,5%
Electronics, High Tech	10,5%	10,5%

Category	New	Second Hand
Go-karts and Wheelchairs	13,5%	13,5%

ARTICLE 3 : SHIPPING, RETURNS AND AFTER-SALES

3.1. Imports to Switzerland, returns and after-sales

Notwithstanding Article 4.2 below on DECATHLON being formally accountable for VAT payments relating to the PRODUCTS, the SELLER covers all costs related to the import of the PRODUCT (custom duties, other fees and taxes, etc…) to the CUSTOMER for delivery and potential return. All packages must be delivered to the CUSTOMER with all import costs paid by the SELLER.

The SELLER commits to provide an after-sales services in Switzerland solution for the CUSTOMER according to the terms of his choice.

No cost or fee may be applied to the CUSTOMER for the management of warranty cases.

The provisions on the allocation of return fees as APPENDIX 5 (DECATHLON CUSTOMER DELIVERY EXPERIENCE FRAMEWORK) apply in any case.

ARTICLE 4 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

4.1 Place of Establishment

The provision within Article 5.1 of the MARKETPLACE SELLER CONDITIONS relating to where the Seller is established is altered to the effect that the SELLER shall be established in the European Union or in Switzerland. For the avoidance of doubt, the rest of Article 5.1 of the MARKETPLACE SELLER CONDITIONS applies in full.

4.2. Swiss VAT Legislation

Under Swiss VAT legislation, sellers of products, regardless of their registered seat, have no, or only a secondary duty for the payment of VAT to the Swiss Federal Tax Administration (FTA) for their products sold on marketplaces. In Switzerland, the entity operating the marketplace is accountable for the payment of VAT to the Swiss Federal Tax Administration (FTA) for products sold by sellers on that marketplace.

Therefore, in relation to all SALES AGREEMENTS of the SELLER entered into over the MARKETPLACE with CUSTOMERS in the TERRITORY (Switzerland);

a. the SELLER mandates DECATHLON to issue invoices for sold PRODUCTS in the name and on behalf of the SELLER. The SELLER shall not issue invoices to CUSTOMERS for sold PRODUCTS;
b. DECATHLON (Decathlon Sports Switzerland SA, UID 106.127.042) accounts for the VAT receivables, amounting to 8.1% or 2.6%, of the Swiss Federal Tax Administration (FTA) and the respective administrative tax procedures according to Art. 20a of the Swiss VAT Act. If a wrong categorisation of a PRODUCT by the SELLER leads to the application of the wrong VAT rate, the SELLER must indemnify DECATHLON for respective additional claims or fees of the Swiss Federal Tax Administration (FTA);
c. the SELLER shall ensure that sale prices for its PRODUCTS forwarded to DECATHLON shall be including the applicable VAT rate for the respective PRODUCT (regardless of the fact that it will be primarily on DECATHLON to pay the VAT to the Swiss Federal Tax Administration (FTA));
d. on the MARKETPLACE, DECATHLON shall display the SELLER's sale prices with the VAT rate;
e. the SELLER is obliged to provide supportive documents to DECATHLON if required.

DECATHLON ensures the payout of receivables collected from CUSTOMER(S) to the SELLER under deduction of the applicable VAT rate. Article 4 on the Remuneration of the Marketplace Service respectively on the COMMISSION remains reserved.

For SELLERS that are domiciled outside of Switzerland, DECATHLON applies the deferral procedure ("*Verlagerungsverfahren*", "*report du paiement de l'impôt"*) according to Art. 63 of the Swiss VAT Act. Therefore, SELLERS domiciled outside of Switzerland must list on the parcel of their PRODUCTS:

a. Importerer: Decathlon Sports Switzerland SA

b. Importer UID: 106.127.042
c. VAT Payment Deferral Authorization Number: 1378
d. VAT Number: 106.127.042

This article 4.2 of the Switzerland MSSC shall apply only in relation to Swiss VAT legislation. All other tax and customs duties of the SELLER remain unchanged.

4.3. DECATHLON'S MARKETPLACE obligations in front of Tax and Fiscal authorities

DECATHLON is entitled to suspend the SELLER's account in case the fiscal and/or tax authorities (local or European) requests so.

The SELLER will be informed of the request of the tax authorities to suspend the SELLER's account and to reactivate it.

The reactivation of the SELLER's account is conditioned by the validation of the tax authorities in this case. DECATHLON will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities.

4.4 Legally compliant behaviour

The SELLER is obliged to act in a legally compliant manner on the Platform. If the SELLER is of the opinion that this is not possible for *e.g.* technical reasons beyond the SELLER's control, the SELLER must inform DECATHLON'S MARKETPLACE immediately.

4.5 Compliance with existing laws and regulations

The SELLER accepts and guarantees that the SELLER complies with all existing laws and regulations (and in particular : Swiss law) which are or will be applicable in relation to (the performance of) the platform. The SELLER accepts that the Seller will be liable for damage which results from non-compliance with the aforementioned laws and regulations.

The SELLER will in particular comply with all applicable consumer law regarding online sales (and in particular : Swiss law).

The SELLER will communicate its prices transparently towards consumers. This obliges the seller to clearly show the pricing structure and refrain from adding any hidden costs which are not reasonably clear for the customer. More generally, the SELLER must respect the Swiss Ordinance on the indication of prices.

4.6 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:

- When referring to the monthly subscription of EUR 70 : CHF 70 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : CHF 2.500.

4.7 Price indication

The SELLER must round its prices to an amount divisible by CHF 0,05. Thus, prices such as CHF 9,99 are not accepted.

4.7 Prepaid recycling fees

Relating to the PRODUCTS, the SELLER is advised that under Art. 32a^{sexies} of the Swiss Environmental Protection Act (EPA), DECATHLON (Decathlon Sports Switzerland SA) can be obliged to make reports on prepaid recycling fees and charges to designated organisations. Based on Art. 32a^{bis} and Art. 32a^{ter} EPA, SELLERS may be under the obligation to pay prepaid recycling fees and charges.

4.8 Plugs of electric products

With reference to Article 5.3 of the MARKETPLACE SELLER CONDITIONS, it is specified that plugs of electric products must meet the Swiss Norm SN 441011-2-2. The addition of plug adapters to the PRODUCT is not permitted under the aforementioned norm.

ARTICLE 5 : DATA PROTECTION

5.1. Each Party declares to have been informed of the processing of its own personal data, including personal data of its employees involved in the conclusion and execution of this Agreement, only to the extent strictly needed to the purposes indicated below, according to the Swiss Data Protection Law: a. performance of this Agreement; b. Maintenance and management of the DECATHLON'S MARKETPLACE, including fraud detection and prevention measures.

5.2. Art. 10 "Personal Data Management" and Appendix 4 of the general Terms and Conditions are intended to be applied also according to the Swiss Data Protection Law.

5.2.1 If and when Retention Periods listed in Appendix 4 of the general Terms and Conditions are in contrast with the retention periods indicated in a privacy policy of the SUBSIDIARY Decathlon Sports Switzerland SA (e.g., eCommerce privacy policy), the latter will prevail.

5.2.2. Competent Supervisory Authority related to the operations controlled jointly is the Swiss Data Protection Authority, namely the Federal Data Protection and Information Commissioner.

Art. 6 CONDITIONS OF LISTING

With reference to the general selection criteria set out in Article 5.2 of the MARKETPLACE SELLER CONDITIONS, DECATHLON may apply stricter criteria when selecting brands or products for MARKETPLACE activities within Switzerland. Consequently, DECATHLON may refuse brands or products that do not demonstrate sufficient suitability for the specificities of the Swiss market or that do not ensure a coherent and complementary assortment for Swiss CUSTOMERS.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - POLAND

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE services of the www.decathlon.pl platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON Sp. z o.o. with its registered seat in Warsaw, POLAND (address: ul. Geodezyjna 76, 03-290 Warszawa, Poland), Tax Identity Number (NIP): PL9511855233, KRS: 0000007163 (hereinafter referred to as "DECATHLON POLAND"), on the TERRITORY of Poland.

ARTICLE 2: TERMS AND CONDITIONS

2.1. Returns

It is specifically agreed that the SELLER will apply the following terms and conditions regarding returns:

- a free of charge return: the SELLER is not obliged to propose a free of charge return sets forth in the point 8.5.1 of the MARKETPLACE SELLER CONDITIONS to the CUSTOMER.

  DECATHLON (or DECATHLON POLAND on behalf of DECATHLON) can inform the SELLERs that the SELLER shall apply the following return's condition: the return is free of charge for the CUSTOMER in case of withdrawal within the period set by the SELLER according to the point 8.5.1 of the MARKETPLACE SELLER CONDITIONS. In this case a relevant period - minimum 30 (thirty) days - should be granted to the SELLER to implement the free of charge return condition to CUSTOMERs or to terminate the MARKETPLACE SELLER CONDITIONS with a notice period of 14 (fourteen) days.

- the place of returns: returns to Decathlon's stores in the TERRITORY are not allowed, unless otherwise agreed;

2.2 Suspension and termination

The Article 20 of the MARKETPLACE SELLER CONDITIONS may be applied if one or more of the conditions in point 2.1. and 3.4. are not met by the SELLER.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. VAT

The SELLER agrees to provide a proof of registration as a VAT vendor with the Polish Tax Authorities before the DECATHLON team can kick off the integration process, if the SELLER has the obligation to register as a VAT vendor in Poland.
DECATHLON POLAND cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

3.2. Obligations in front of tax and fiscal authorities

DECATHLON and/or DECATHLON POLAND is entitled to suspend the SELLER's account on MARKETPLACE in case the fiscal and/or tax authorities (local or European) request so.

The SELLER will be informed of the request of the fiscal and/or the tax authorities to suspend the SELLER's account and to reactivate it.

The reactivation of the SELLER's account is conditioned by the validation of the fiscal and/or the tax authorities in this case.

DECATHLON and/or DECATHLON POLAND will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including but not limited to: order data, sales data, origin of goods sold data) for the period required by the authorities.

3.3 Compliance with existing laws and regulations

The SELLER accepts and guarantees that the SELLER complies with all existing laws and regulations (and in particular: Polish law) which are or will be applicable in relation to (the performance of) the MARKETPLACE platform.

3.4 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:
- When referring to the monthly subscription of EUR 70 : PLN 300 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : PLN 11.000.

ARTICLE 4 : RETAIL MEDIA AND PROMOTION

4.1 Service provision rules

DECATHLON POLAND may offer the SELLER the opportunity to use additional promotional and advertising services (Retail Media), including in particular, but not limited to:

- purchasing advertising space on the Platform, including through the use of ad automation tools;
- participation in external campaigns (e.g. Google Ads, Meta Ads).

The use of the above services is voluntary, and the detailed rules of these services, eligibility criteria, execution of advertising campaigns, and determination of fees are defined in separate regulations (Terms & Conditions) or agreements made available by DECATHLON POLAND.

4.2 Consent to use content

The SELLER consents to the use of its product feed, and in particular images of products or services, for the purpose of such Retail Media services. The details of the consent are described in the regulations (Terms & Conditions) or agreements of the specific service. The SELLER declares that it is authorized to grant such consent and bears responsibility for the fact that its products, including trade names, may be promoted in such services.

4.3 Payment and Set-off Rules

The SELLER hereby grants DECATHLON POLAND unconditional consent to set off (compensate) any amounts due regarding Retail Media services against the SELLER’s receivables from DECATHLON (including amounts due from the sale of products referred to in Article 4.3 of the MSC). The Parties mutually agree that the set-off mechanism referred to above is of an alternative nature and its application is subject to the current technical capabilities of the DECATHLON and DECATHLON POLAND settlement system. In the absence of technical capabilities to perform an automatic set-off, settlement shall take place on the basis of a VAT invoice issued by DECATHLON POLAND, payable under the terms specified in the relevant service regulations or agreements.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - ROMANIA

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE services of the www.decathlon.ro platform and the comparable digital application, operated by the following SUBSIDIARY: ROUMASPORT SRL, Iuliu Maniu blvd. no 546-560, sector 6, Bucharest.

ARTICLE 2: TERMS AND CONDITIONS

Pursuant to article 4 of the MARKETPLACE SELLER CONDITIONS the PARTIES establish the following derogatory conditions:

2.1. Specifics rates of COMMISSION

Deviating from article 4 of the MARKETPLACE SELLER CONDITIONS, the commission rates applicable on the www.decathlon.ro platform are indicated in the table below :

Category	New	Second Hand
Sport services (*e.g.* Media, Events, Apps, ticketing, etc.)	20%	20%
All categories of products except what is below	20%	20%
Ski materials : Ski, Ski boots, Snowboard, Snowshoes	20%	13%
Fishing : Road, Fishing Reels, Float tube	20%	13%
Sports Shoes	20%	10%
Golf Material : Trolley, Golf Club, Golf Wood, Putter, Iron, Wedge, Driver, Golf Set	20%	10%
Fitness materials : Treadmill, Exercise bike, Trampoline, Rowing machine, Cross trainer, Bench, Studio bike, Home gym, Multi-function apparatus, Stepper, Fitness Tower, Vibrating Platform, Stretching machines, Abs equipment, Aquabike	15%	13%
Indoor Game Tables : Table Tennis Tables, Pool Tables, Baby foot	15%	13%
Swimming pools and Spa	20%	13%
Bikes	15%	11% until 12/000 RON
Electronic micro-mobility devices: electric scooters, electric skateboard, electric hoverboards, electric longboard	15%	15%
Electronics, High Tech	15%	10%
Go-karts and Wheelchairs	15%	15%

However, the commission rates indicated in article 4 of the MARKETPLACE SELLER CONDITIONS are applicable when the SELLER is listed on several DECATHLON online platforms. To avoid any doubt, in this case, the SELLER will benefit from the commission rates as provided for in Article 4 of the MARKETPLACE SELLER CONDITIONS for all TERRITORIES where he is active, including www.decathlon.ro.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1 DECATHLON obligations in front of Tax and Fiscal authorities

DECATHLON is entitled to suspend the SELLER's account in case the fiscal and/or tax authorities (local or European) request so.

The SELLER will be informed of the request of the tax authorities to suspend the SELLER's account and to reactivate it.

The reactivation of the SELLER's account is conditioned by the validation of the tax authorities in this case.

Decathlon will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including order data, sales data, origin of goods sold data but not limited to) for the period required by the authorities

3.2 Compliance with existing laws and regulations

The SELLER is obliged to comply with all existing laws and regulations in the TERRITORY which are or will be applicable in relation to (the performance of) the MARKETPLACE platform.

The SELLER accepts that the SELLER will be liable for damage which results from non-compliance with the aforementioned laws and regulations.

The SELLER is responsible in front of the authorities for its products offered, sold, delivered, as well as for all their return, warranty and after-sales operations.

3.3 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:
- When referring to the monthly subscription of EUR 70 : RON 249 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : RON 12.000.

ARTICLE 4: PROCESSING OF PERSONAL DATA OF LEGAL REPRESENTATIVES AND CONTACT PERSONS OF THE SELLER BY THE SUBSIDIARY

The Parties undertake to protect the confidentiality and security of personal data, to comply with all laws and regulations on the protection of personal data and privacy, with periodic amendments, including but not limited to the General Data Protection Regulation (“GDPR”) no. 679/2016 and the local laws applicable for each Party, regarding the collection and processing of personal data disclosed on the occasion of the conclusion, execution and termination of the Agreement. The parties will Process the Personal data of the data subjects only for the purpose of concluding, executing and terminating the Agreement or if there is a legal obligation for the Processing of Personal data.

The Seller has the obligation to make available to all its employees and representatives whose personal data are processed hereunder, including, but not limited to legal representatives and contact persons, the Decathlon information notice on the processing of data for business purposes, available on the website www.decathlon.ro in the Confidentiality Policy section - B2B Relations – Concluding contracts and performing business relations with legal persons, or at this link - https://www.decathlon.ro/landing/politica-de-confidentialitate/_/R-a-politica-de-confidentialitate. The Seller will bear any possible damages or administrative fines that could be imposed to the Subsidiary in case of non-compliance with this obligation.

Each Party shall individually determine the means and purposes of the Processing of Personal data received from the Party disclosing the data and shall act as an independent data controller for its own processing of Personal data transmitted in compliance with this article and neither Party shall be liable for a breach by the other Party of the security of Personal data or the legislation of Personal data.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - HUNGARY

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS (hereinafter referred to as: MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

The contractual language of present MARKETPLACE SELLER SPECIFIC CONDITIONS is English. SELLER declares that he knows and understands the English language, and he has read, interpreted and understood the provisions of the AGREEMENTin English.

The SELLER expressly acknowledges that it shall act in compliance with any other mandatory laws and regulations applicable to the given sale or provision of service, with regard to its commitments under the AGREEMENT also, if the given sale or provision of service is not governed by the laws and regulations applicable and in force in Hungary by any reason.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICES of the www.decathlon.hu platform, operated by the following SUBSIDIARY: TÍZPRÓBA MAGYARORSZÁG Kft. (registered seat: HU- 2040 Budaörs, Baross utca 146, company registry number: 13-09-105988, tax number: 13443966-2-44) hereinafter referred to as DECATHLON HU.

ARTICLE 2: TERMS AND CONDITIONS

2.1 Compliance with the laws applicable in Hungary

The SELLER acknowledges that sale of products and services with a Hungarian place of supply via the www.decathlon.hu MARKETPLACE platform should only be considered lawful if it complies with the provisions of the AGREEMENT and the laws applicable in Hungary. In this regard, the SELLER is expressly aware that the aforementioned relevant laws differ in certain aspects from the rules applicable in the European Union or its Member States.

The SELLER declares and warrants that it is aware of and complies with the laws and regulations applicable in Hungary to the products and services intended to be sold at retail section via the www.decathlon.hu MARKETPLACE platform and applicable to the sale of the aforementioned products and provision of services. Furthermore SELLER declares and warrants that it has all the necessary authorisation, licenses, official registrations, notifications, etc. required for starting the activity, and to market and sell the products and services on the www.decathlon.hu MARKETPLACE platform.

2.2 Territory

TERRITORY : www.decathlon.hu (hereinafter referred to us TERRITORY)

Official language of the TERRITORY : HUNGARIAN

2.3 Registration

On the TERRITORY, SELLER may only be a legal entity or a sole trader, registered and operating legally under the laws of Hungary.

2.4 MARKETPLACE GTS

2.4.1 The MARKETPLACE GTS and MARKETPLACE GTU are available at www.decathlon.hu. Under the AGREEMENT, the SELLER undertakes not to provide less favorable conditions to CUSTOMERS for the sale of PRODUCTS and the provision of services than those provided in MARKETPLACE GTS by DECATHLON HU.

2.4.2 However, the SELLER shall be entitled to derogate from the following provisions of the MARKETPLACE GTS and thus to offer less favorable conditions to the CUSTOMERS, with regard to its commitments set out in the AGREEMENT :

- supplying partners,
- product return in case of withdrawal,
- derogation in favour of the CUSTOMER from the statutory obligations concerning product guarantee (means „termékszavatosság" under section 6:168 of V. Act of 2013 on Civil Code), warranty (means: kellékszavatosság under section 6:159 of V. Act of 2013 on Civil Code), commercial guarantee (means „kötelező jótállás" under 6:171 section of V. Act of 2013 on Civil Code and specified in Government Decree No. 151/2003. (IX. 22.) on commercial guarantee for certain consumer durables
- any other kind of guarantee provided by DECATHLON HU (which is not the aforementioned commercial guarantee prescribed by Hungarian laws),
- 365-days return policy provided by DECATHLON HU.

2.5. Shipment and delivery

2.5.1 Shipping methods

SELLER has the right to apply other shipping methods than applied by DECATHLON HU and specified in the MARKETPLACE GTS, but the SELLER is not allowed to propose a delivery to DECATHLON HU stores, unless otherwise agreed.

In order to avoid any doubt, Parties agree that for the shipping (delivery fees, delivery times, delivery methods, product return) – the AGREEMENT prevails.

2.6. Shipment and delivery

SELLER has the right to apply other shipping methods than applied by DECATHLON HU and specified in the MARKETPLACE GTS, but the SELLER is not allowed to propose a delivery to DECATHLON HU stores, unless otherwise agreed.

2.7 Exclusion of deemed seller rules

To exclude the application of the rules on deemed suppliers, in the case of distance selling

a) the SELLER must be a taxable person established in an EU Member State AND
b) the distance supply must exclusively involve goods already released for free circulation in the European Union (Union goods). The SELLER guarantees that the products have been imported and all duties and taxes paid prior to the sale on the MARKETPLACE, regardless of the intrinsic value of the goods.

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1 Applicable laws

The SELLER acknowledges and warrants that it shall duly apply to the sales made via the www.decathlon.hu MARKETPLACE platform and to its appearance and activities on the www.decathlon.hu MARKETPLACE platform the laws in force on the TERRITORY and applicable to the relevant transaction and that it shall execute orders placed through the www.decathlon.hu MARKETPLACE platform in accordance with such laws, thus in particular but not limited to:

- Act V of 2013 on the Civil Code (hereinafter „Civil Code")
- Government Decree No. 210/2009 (IX. 29.) on the conditions of engagement in trading activities
- Government Decree No. 45/2014 (II. 26.) on the detailed rules for contracts between consumers and undertakings
- Act CVIII of 2001 on certain issues of electronic commerce services and information society services
- Joint Decree No 4/2009 (I.30.) NFGM- SZMM of the Minister of National Development and Economy and the Minister of Social Affairs and Labor on the detailed rules for indicating the selling price and unit price of products and the fees for services
- Government Decree No. 151/2003. (IX. 22.) on commercial guarantee for certain consumer durables
- Decree No 19/2014 (IV.29.) NGM of the Minister of National Economy on the procedural rules for handling warranty and guarantee claims
- Act CLV of 1997 on Consumer Protection
- Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers
- Government Decree 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and undertakings for the sale of goods, supply of digital content and provision of digital services.

The SELLER is obliged to provide the CUSTOMER, prior to the conclusion of the contract, with all the information about the products and services necessary for the CUSTOMER to make an informed choice, including in particular information on the essential characteristics of the product, the purchase price and any additional costs.

The SELLER shall clearly draw the attention of the CUSTOMER to any derogations from the MARKETPLACE GTS in the PRODUCT SHEET in respect of its contract to be concluded with the CUSTOMER and shall make the derogations available to the CUSTOMER in such a way that allows the CUSTOMER to store and retrieve them. Accordingly, in all cases, the SELLER shall also make the derogations available in downloadable PDF format in all PRODUCT SHEETS on the www.decathlon.hu MARKETPLACE platform.

In addition to the provisions of the AGREEMENT, the SELLER is obliged to place the operating, handling, fitting and maintenance instructions and user's manual of the product in Hungarian language on the PRODUCT SHEET, pursuant to the relevant legal requirements. In case of PRODUCTS for which the laws in force prescribe that the PRODUCT must be accompanied by operating, handling, fitting and maintenance instructions, user's manual in paper form, the SELLER shall provide to the CUSTOMER such instructions for each PRODUCT concerned, in Hungarian language, together with the product pursuant to the relevant legal requirements.

The SELLER shall fulfil its information obligations towards the CUSTOMER in Hungarian language.

The SELLER expressly acknowledges that, in order to ensure that the performance of the SELLER is in conformity with the contract, the his service shall comply with the Civil Code and, in case of consumer contracts, the service shall meet the requirements of the Government Decree 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and undertakings for the sale of goods, the supply of digital content and the provision of digital services at the time of supply.

Seller acknowledges that, pursuant to Hungarian legislation—detailed regulations of which are set forth in Act CLV of 1997 on Consumer Protection, as amended by Act LXII of 2025—businesses established in Hungary entering into non-cross-border online sales contracts as sellers are required to provide the option of cash on delivery (COD) as a payment method for natural person consumers. For foreign sellers, providing this payment method is optional; however, they may elect to apply it in order to serve consumers in Hungary. Sellers selling within the territory of Hungary via the www.decathlon.hu website are required to accept the SUPPLEMENTARY TERMS AND CONDITIONS valid for the territory of Hungary (DECATHLON Cash On Delivery T&C as a separate document).

3.2 Specific provisions on commercial guarantee

The SELLER shall provide a commercial guarantee in accordance with the provisions of the Government Decree No. 151/2003 (IX. 22.) on the commercial guarantee for certain consumer durables and the provisions of the Hungarian laws in force, and shall provide a guarantee certificate as specified therein (hereinafter „commercial guarantee").

If the SELLER wishes to provide an additional or more favourable guarantee for the CUSTOMER in addition to the commercial guarantee (hereinafter „voluntary guarantee"), it shall be obliged to inform the CUSTOMER of the applicable rules pursuant to the Government Decree 373/2021 (VI. 30.) on the detailed rules for contracts between consumers and undertakings for the sale of goods, supply of digital content and provision of digital services and in accordance with the provisions contained therein and the provisions of the Hungarian laws in force, and to provide the consumer with the necessary declaration.

3.3 Special regulations for price display

Local currency of the TERRITORY is Ft (forint) - Hungarian Forint-. Prices of the PRODUCT(S) may only be shown in local currency on MARKETPLACE in compliance with the applicable local laws and regulations at all times, with special regard to the CLV. Act of 1997 on Consumer Protection and the Joint Decree No 4/2009 (I.30.) NFGM- SZMM.

As the selling price and the unit price of the PRODUCT or the fee for the service the SELLER shall indicate the price actually to be paid by the CUSTOMER including VAT and other compulsory charges.

3.4 Products available for sale

3.4.1 Contrary to the provisions of the MARKETPLACE SELLER CONDITIONS the SELLER shall only be entitled to offer for sale and sell new products on the TERRITORY. Used PRODUCTS may not be sold or offered for sale on the TERRITORY.

3.4.2 The SELLER acknowledges that products, which can only be sold in stores according to the laws in force, thus in particular the Government Decree 210/2009 (IX.29.) on the conditions of engagement in trading activities, shall also constitute products excluded from sale on the TERRITORY.

3.5 Tax obligation

In addition to the provisions of ARTICLE 11 of the MARKETPLACE SELLER CONDITIONS, DECATHLON draws the

SELLER's attention to the following:

The SELLER is solely responsible for ensuring that it is compliant with international and local tax law provisions.

Neither DECATHLON nor DECATHLON HU is obliged to provide the SELLER with information on Hungarian tax law, the SELLER is solely responsible for getting to know the relevant tax regulations.

Under the VAT system, the place of supply depends on a number of factors, including the status of the CUSTOMER. So-called distance sales are subject to special rules. It is the responsibility of the SELLER to determine the place of supply of his supplies in accordance with the relevant legal regulations.

The SELLER is solely responsible for the following:

- verifying that the supply is subject to VAT in Hungary;
- in the case of a transaction with a place of supply in Hungary, requesting a Hungarian tax number or, if the conditions are met, OSS System registration;
- issuing a receipt fulfilling the legal requirements to the CUSTOMER;
- submission of tax returns - and, if necessary, recapitulative statements - to the tax authority if required;
- paying the tax due.

If the SELLER is a taxable person established in Hungary, or if the the MARKETPLACE SERVICE is provided to a fixed establishment of the SELLER located in Hungary, the SELLER is obliged to have an EU VAT number issued by the Hungarian tax authority and to provide it to DECATHLON during the conclusion of the contract. In this case, the service provided by DECATHLON to the SELLER is deemed to have been performed in Hungary in terms of VAT. The SELLER is obliged to declare and pay the Hungarian VAT charged on the transaction to the Hungarian tax authority under the reverse charge mechanism.

The SELLER shall comply with the conditions set out in clause 2.7 in order to ensure that DECATHLON shall under no circumstances be classified as a deemed seller.

DECATHLON reserves the right to respond and communicate all the information required following a request from a Public Authority concerning the SELLER and its PRODUCTS.

DECATHLON has the right to suspend the account of the SELLER if requested to do so by the tax authority. In such a case, the reactivation of the SELLER's account is conditioned by the approval of the tax authority. The SELLER will be informed of the request of the tax authority to suspend the SELLER's account as well as of the approval of the reactivation.

3.6 Management of CUSTOMER complaints, quality objections, claims and disputes

3.6.1 MARKETPLACE CUSTOMER SERVICE

The SELLER acknowledges that the MARKETPLACE CUSTOMER SERVICE, which under present MARKETPLACE SELLER SPECIFIC CONDITIONS shall means DECATHLON HU, provides the customer service activities specified in Article 8 of the MARKETPLACE SELLER CONDITIONS, exclusively in connection with the SELLER's sale and appearance in Hungary via the www.decathlon.hu site and its information published on the www.decathlon.hu site, during the opening hours of DECATHLON HU's customer service.

The SELLER acknowledges that the laws in force and applicable in Hungary contain specific and detailed requirements on the management of customer and consumer claims, complaints and quality objections. In addition to complying with the AGREEMENT, the SELLER shall act in accordance with the laws in force and applicable in Hungary when dealing with customer claims, complaints and quality, non-conformity objections.

3.6.2 The procedure set out in Article 8.5.2 of the MARKETPLACE SELLER CONDITIONS shall be supplemented and, or amended as follows with regard to the TERRITORY

With regard to the fact that the laws in force and applicable in Hungary provide other rights for the CUSTOMER in addition to the return, replacement and repair of the PRODUCT, in case of non-conformity, complaints, claims arising from the SALE AGREEMENT or other complaints or claims independent of the SALE AGREEMENT, the SELLER shall, in respect of its sales in Hungary, grant the rights for the CUSTOMER set out in the applicable laws and act in accordance with thereof, in the event of any claim or complaint of the CUSTOMER, including in particular but not limited to the enforcement of claims under commercial guarantee, the enforcement of rights under a warranty or the enforcement of rights under product guarantee, or enforcement of claims under any voluntary guarantee provided by the SELLER, and the management of any complaints.

The SELLER is expressly aware that the applicable laws lay down strict deadlines for the settlement and management of certain CUSTOMER claims and complaints and lay down strict rules on the method of management, which the SELLER is obliged to comply with and is obliged to manage the CUSTOMER claims and complaints in accordance with the laws in force.

3.6.3. The procedure set out in Articles 8.6 and 8.7 of the MARKETPLACE SELLER CONDITIONS shall be supplemented and or amended as follows with regard to the TERRITORY

In the event of contacting the SELLER is not possible in Hungarian language, the MARKETPLACE CUSTOMER SERVICE undertakes to translate the requests of the CUSTOMER, received by the MARKETPLACE CUSTOMER SERVICE, from Hungarian into English before forwarding it to the SELLER for handling. Furthermore the MARKETPLACE CUSTOMER SERVICE undertakes to translate the SELLER's request and reply for the CUSTOMER received by MARKETPLACE CUSTOMER SERVICE on the e-mail address of ugyfelszolgalat@decathlon.com from English into Hungarian and to send the Hungarian translation / and any documents required by law with a Hungarian translation attached, to the CUSTOMER.

The MARKETPLACE CUSTOMER SERVICE undertakes to forward to the CUSTOMER any minutes or any other documents required by law that the SELLER intends to send to the CUSTOMER, accompanied by a translation into Hungarian in case the SELLER prepares them in English.

The SELLER expressly acknowledges that in no case shall DECATHLON HU examine whether the SELLER's procedure, response, administration and dispute resolution or complaint, claim management are appropriate or correspond to and, or comply with the laws in force.

The involvement of DECATHLON HU as MARKETPLACE CUSTOMER SERVICE, as provided for in Article 8 of the MARKETPLACE SELLER CONDITIONS and Article 4.6 of the present MARKETPLACE SELLER SPECIFIC CONDITIONS, shall in no case constitute an approval of the SELLER's procedure or an examination of its adequacy and shall not result in a reduction or transfer of the SELLER's liability, since the management, in accordance with the applicable laws, of CUSTOMER requests, complaints, quality, non-conformity objections and claims shall be the sole responsibility of the SELLER.

3.6.3.1. Pre-sales customer service
The maximum time limit for response, set out in Article 8.6.1 of the MARKETPLACE SELLER CONDITIONS, is 2 workings days, including weekends, following the dispatch of the MARKETPLACE CUSTOMER SERVICE request. Public holidays shall not be included in the latter period.

3.6.3.2. Customer service for after-sales
The maximum time limit for response, set out in Article 8.6.2 of the MARKETPLACE SELLER CONDITIONS, is 2 working days, including weekends, following the dispatch of the MARKETPLACE CUSTOMER SERVICE request. Public holidays shall not be included in the latter period.

A) Procedure in case of quality objection
By quality objections, the Parties shall understand the following: if, with regard to a contract between a consumer and an undertaking, the consumer enforces a claim of warranty or a product guarantee claim under the Civil Code (hereinafter "warranty claim") or a commercial guarantee claim (hereinafter „commercial guarantee claim") due to a defect in the sold movable item, or, in the event of any legislative changes regarding this concept, a quality objection means the meaning of such concept under the laws in force and applicable in Hungary.

DECATHLON informs the SELLER that the legal obligations for handling quality objections are primarily, but not exclusively, laid down in the Decree 19/2014 (IV. 29.) NGM of the Minister of National Economy on the procedural rules for handling warranty and guarantee claims for goods sold under a contract between a consumer and an undertaking and the Government Decree 151/2003 (IX. 22.) on the commercial guarantee for certain consumer durables.

SELLER expressly undertakes that in the event that a CUSTOMER request constitutes a quality objection, the SELLER shall offer a final solution to the CUSTOMER's claim within 3 working days, contrary to the 12 days stipulated in Article 8.6.2. of the MARKETPLACE SELLER CONDITIONS.

B) Complaint procedure
By complaint, the Parties shall understand the following: A consumer complaint concerning the conduct, activity or omission of an undertaking or a person acting in the interest of or on behalf of an undertaking directly related to the marketing or sale of goods to consumers, or, in the event of any legislative changes regarding this concept, a complaint means the meaning of such concept under the laws in force and applicable in Hungary

The legal obligations for handling complaints are primarily, but not exclusively, laid down in Act CLV of 1997 on Consumer Protection.

C) Common rules on complaints and quality objections

Quality objections and complaints shall only be accepted by MARKETPLACE CUSTOMER SERVICE if they are made electronically, at the e-mail address of ugyfelszolgalat@decathlon.com. The SELLER shall inform the CUSTOMER to that effect in a clear and visible manner.
The SELLER acknowledges and expressly accepts that both the complaint and the quality objection shall be deemed to have been made or notified to the SELLER when it is received at the email address of ugyfelszolgalt@decathlon.com, therefore, the statutory time limit for handling complaints and quality objections applicable to the SELLER shall be calculated from that date.
The SELLER shall record and prepare all minutes and documents, carry out all the administration, keep all records and, if required by law, hand over those to the CUSTOMER which are necessary in order to handle complaints and quality objections in accordance with the laws in force in Hungary.

3.6.3.3 Assistance in contacts for repair services
For the purposes of Article 8.7 of the MARKETPLACE SELLER CONDITIONS, if it becomes necessary to get into contact with the CUSTOMER in connection with the repair service, but the SELLER is unable to contact the CUSTOMER in Hungarian, the MARKETPLACE CUSTOMER SERVICE will assist the SELLER, in accordance with the process set out in Article 4.6.3 of present MARKETPLACE SELLER SPECIFIC CONDITIONS.

3.6.4 Other claims and disputes
The Parties stipulate that the “claims”, “disputes” and “complaints” set out in Articles 8.9 and 8.9.1 of the MARKETPLACE SELLER CONDITIONS shall mean all other disputes, claims, requests, complaints between the SELLER and the CUSTOMER that do not constitute a quality objection within the meaning of point A) or a complaint within the meaning of point B) of Article 4.6.3.2 of present MARKETPLACE SELLER SPECIFIC CONDITIONS, and do not fall within the scope of the pre-sales customer service defined in Article 8.6.1 of the MARKETPLACE SELLER CONDITIONS, nor are requests concerning the status of the order.

The MARKETPLACE CUSTOMER SERVICE reserves the right to refuse contact with the CUSTOMER in respect of other claims and disputes under this article, in which case the SELLER shall deal directly with the CUSTOMER.

3.7 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:
- When referring to the monthly subscription of EUR 70 : HUF 28.000 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : HUF 95.000.

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MARKETPLACE SELLER SPECIFIC CONDITIONS – CZECH REPUBLIC

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

The contractual language of these MARKETPLACE SELLER SPECIFIC CONDITIONS is English. The SELLER declares that he or she knows and understands the English language, and that he or she has read, interpreted and understood the provisions of the entire AGREEMENT in English.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICES of the www.decathlon.cz platform and the comparable digital application, operated by the following SUBSIDIARY: DECASPORT s.r.o., Türkova 1272/7, Chodov, 149 00 Praha 4 (hereinafter referred to as DECATHLON CZECH REPUBLIC).

ARTICLE 2: TERMS AND CONDITIONS

2.1 Territory

These MARKETPLACE SELLER SPECIFIC CONDITIONS apply to:

- TERRITORY: CZECH REPUBLIC
- for online platforms: www.decathlon.cz

2.2 Shipment and delivery

All invoices must be issued in the Czech language and delivered to the customer at the latest together with the goods (physically or electronically).

2.3 Returns

Unless specifically and otherwise agreed, and in order to offer a positive shopping experience to all MARKETPLACE CUSTOMERS, the SELLER shall accept returns under conditions which cannot be less favorable to those of DECATHLON CZECH REPUBLIC.

It is specifically agreed that the SELLER will apply the following terms and conditions regarding returns:

- the period of the right of withdrawal: the SELLER is obliged to extend the period of the right of withdrawal provided by the Czech law from 14 to 30 days;
- the place of returns: returns to Decathlon's stores are not allowed, unless otherwise agreed by the Parties;
- other terms regarding returns:

If the CUSTOMER sends a return to the SELLER in error when it should be sent to another MARKETPLACE SELLER or to DECATHLON CZECH REPUBLIC, the SELLER will send the return at its expense to DECATHLON CZECH REPUBLIC. The SELLER handles the returns as responsible as if they were its own. The same applies in the event that DECATHLON CZECH REPUBLIC receives an appropriate return in error. In this case, DECATHLON CZECH REPUBLIC will send the return to the correct recipient at DECATHLON CZECH REPUBLIC's expense.

However, DECATHLON CZECH REPUBLIC reserves the right to transfer the costs to the SELLER as soon as it becomes apparent that the fault does not lie with the end a CUSTOMER.

The SELLER is aware and agrees that the appropriate shipping data must be transmitted to the shipping company in order to initiate the forwarding.

As an exception to Article 8.5.3 of the MSC, products are deemed to be Heavy Bulky Products - and therefore subject to at least a pick-up at home return method - where their weight is equal or exceeds 15 kg, and/or size is equal or exceeds 1100 mm.

2.4 Customer Service / after-sales service

Unless otherwise agreed, the SELLER undertakes to provide the CUSTOMER with a responsive customer / after-sales service available in the official languages of the TERRITORY defined in Article 2 of these SPECIFIC CONDITIONS, namely: Czech.

The contact with a CUSTOMER is made through MARKETPLACE. The SELLER is aware and agrees that communication will be conducted exclusively through this channel. Direct contact by any other means is not permitted.

The SELLER is only allowed to have contact with the CUSTOMER regarding an order placed by the CUSTOMER, and is not allowed to have contact with the CUSTOMER regarding other commercial intentions.

The SELLER will immediately answer questions regarding a product recall and corrective actions in Czech in addition to the English language. It is agreed that in any other case, the SELLER is obliged to provide a reply to DECATHLON CZECH REPUBLIC within 48 hours (excluding non-working days).

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Compliance with existing laws and regulations

The SELLER is obliged to comply with all existing laws and regulations (particularly in the TERRITORY defined in the article 2 of the SPECIFIC CONDITIONS) which are or will be applicable in relation to (the performance of) the MARKETPLACE platform.

The SELLER is obliged among the other laws and regulations to comply with the obligatory rules for customer protection. The SELLER is obliged to sell only products with all necessary authorizations for the TERRITORY and with all necessary documents and information translated into the Czech language.

The SELLER accepts that the SELLER will be liable for damage which results from non-compliance with the aforementioned laws and regulations.

In addition to the provisions of the AGREEMENT, the SELLER is obliged to place the operating, handling, fitting and maintenance instructions and user’s manual of the product in Czech language on the PRODUCT SHEET, pursuant to the relevant legal requirements. In case of PRODUCTS for which the laws in force prescribe that the PRODUCT must be accompanied by operating, handling, fitting and maintenance instructions, user’s manual in paper form, the SELLER shall provide to the CUSTOMER such instructions for each PRODUCT concerned, in Czech language, together with the product pursuant to the relevant legal requirements.

In addition to the above, the SELLER is obligated, for all PRODUCTS of a technical nature, to provide the CUSTOMER with all accompanying documentation together with the PRODUCT, in written (printed) form and exclusively in the Czech language:

a) manuals for operation, assembly, handling, and maintenance of the PRODUCT;
b) complete service information and the manufacturer's warranty conditions. These conditions must clearly and comprehensibly specify all requirements for claiming and maintaining the warranty, including any mandatory service inspections, maintenance intervals, or other actions required by the manufacturer for warranty fulfillment.

Prices of the PRODUCT(S) may only be shown in local currency on MARKETPLACE in compliance with the applicable local laws and regulations at all times. The local currency of the TERRITORY is Czech crown (CZK).

As the selling price and the unit price of the PRODUCT or the fee for the service, the SELLER shall indicate the price actually to be paid by the CUSTOMER, including VAT and other compulsory charges. In the interest of price transparency and clarity for the CUSTOMER, all financial amounts stated by the SELLER on the MARKETPLACE (including the selling

price of the PRODUCT, delivery costs, fees or discounts) must be set and displayed exclusively in whole Czech crowns (CZK). The use of decimal values (Hellers) is considered undesirable and is not permitted.

The SELLER acknowledges that sale of products and services with a Czech place of supply via the www.decathlon.cz MARKETPLACE platform should only be considered lawful if it complies with the provisions of the AGREEMENT and the laws applicable in the Czech Republic. In this regard, the SELLER is expressly aware that the aforementioned relevant laws differ in certain aspects from the rules applicable in the European Union or its Member States.

3.2 General terms of seller

The SELLER is always obliged to inform DECATHLON about any changes of his GENERAL TERMS OF SALE and is responsible for publishing their current version on MARKETPLACE.

3.3 Amounts in Euros in the MARKETPLACE SELLER CONDITIONS

The amounts in EUROS set out in article 4 of the MARKETPLACE SELLER CONDITIONS, *i.e.* "Remuneration for the MARKETPLACE SERVICE" are the following amounts in local currency:
- When referring to the monthly subscription of EUR 70 : CZK 1.750 ;
- When referring to the capped amount of EUR 2.500 for second hand bikes : CZK 60.000.

ARTICLE 4 : VAT AND TAX OBLIGATIONS

4.1. VAT

The SELLER must be established in the European Union. The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor in the Czech Republic territory.

Under the VAT system, the place of supply depends on a number of factors, including the status of the CUSTOMER. So-called cross-border transfers are subject to special rules. It is the responsibility of the SELLER to determine the place of supply of his supplies in accordance with the relevant legal regulations.

The SELLER is solely responsible for the following:

- verifying that the supply is subject to VAT in the Czech Republic;
- in the case of a transaction with a place of supply in the Czech Republic, requesting a Czech tax number or, if the conditions are met, be registered in a special electronic system called theOne-Stop Shop (OSS) in the territory where the partner has its registered office and where they can declare and pay the VAT.

The SELLER agrees to provide a proof of registration as a VAT vendor with the Czech Tax Authorities or the certifications of registration to the OSS regime with particular reference to the Czech territory, before the DECATHLON team can kick off the integration process.

DECATHLON and DECATHLON CZECH REPUBLIC cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

4.2. DECATHLON CZECH REPUBLIC obligations in front of Tax and Fiscal authorities

DECATHLON / MARKETPLACE CZECH REPUBLIC is entitled to suspend the SELLER's account on MARKETPLACE in case the fiscal and/or tax authorities (local or European) request so. The SELLER will be informed of the request of the fiscal and/or the tax authorities to suspend the SELLER's account and to reactivate it.

The reactivation of the SELLER's account is conditioned by the validation of the fiscal and/or the tax authorities in this case.

DECATHLON CZECH REPUBLIC will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including but not limited to: order data, sales data, origin of goods sold data) for the period required by the authorities.

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MARKETPLACE SELLER SPECIFIC CONDITIONS – IRELAND

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary DEFINITION section of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.ie platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON SPORTS IRELAND LIMITED, whose registered office is situated at St. Margaret's Road, Ballymun, Dublin, Ireland, D11 X2NC.

ARTICLE 2: TERMS AND CONDITIONS

2.1 Definitions

Unless the context otherwise requires, the following words and expressions shall have the following meanings in the present MARKETPLACE SELLER SPECIFIC CONDITIONS IRELAND :

"TERRITORY" means the Republic of Ireland.

"Official language of the TERRITORY" means the English language.

2.2 Services of Subsidiary

Subject to further agreement between the SELLER and the SUBSIDIARY, the SELLER may hire the SUBSIDIARY without further consent of DECATHLON BELGIUM SA to provide services related to or arising out of the MARKETPLACE, provided that the SELLER remains fully liable to indemnify and hold DECATHLON BELGIUM SA harmless from all claims, losses, costs, fees, liabilities, damages or injuries suffered by DECATHLON BELGIUM SA as a result thereof. Under no circumstances, shall the hiring of the SUBSIDIARY by the SELLER be interpreted as an assignment of any obligation of the SELLER to any other party, including but not limited to the SUBSIDIARY.

ARTICLE 3 : SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Environment

3.1.1 If the SELLER sells EPR applicable products on the MARKETPLACE, it has to provide DECATHLON with the valid Registration Number(s) corresponding to those products.

If the SELLER does not comply with that obligation, DECATHLON or the SUBSIDIARY may unlist the SELLER for non compliance with its legal obligations.

3.1.2 In accordance with the Irish law, SELLERS who sell WEEE products have the obligation to provide the CUSTOMERS

with the possibility to have their WEEE taken back free of charge on a one-for-one, like-for-like basis.

ARTICLE 4: ADDITIONAL COMPLIANCE - ETHICS

4.1. Compliance with the laws of the Territory

Without prejudice to any other provisions hereof, the SELLER shall comply with all reasonable requests of DECATHLON in respect of the SELLER's adherence to all applicable laws, regulations, guidances and guidelines in the TERRITORY.

The SELLER shall ensure that its operations, practices and supply chain comply with all applicable laws, regulations and standards, including but not limited to those concerning anti-bribery, anti-corruption, human rights, labour standards, environmental claims, environmental protection, consumer protection and competition.

The SELLER shall implement appropriate due diligence measures, maintain accurate and up-to-date records and, upon request, promptly provide DECATHLON with any information or documentation reasonably required to demonstrate compliance with this Article 4.1. The SELLER shall also impose equivalent compliance obligations on its sub-suppliers and ensure their adherence to these standards through regular monitoring and verification processes. DECATHLON reserves the right to conduct audits, inspections and interviews with the SELLER's personnel or sub-suppliers to verify compliance.

The SELLER shall promptly notify DECATHLON if it becomes aware of any non-compliance with this Article 4.1 and shall take all necessary steps to remedy such non-compliance as soon as practicable.

For the avoidance of doubt, this Article 4.1 is in addition to, and does not relieve, remove or replace Article 13 of the MARKETPLACE SELLER GENERAL CONDITIONS.

4.2. Key Requirements

Article 4.1 hereof shall form part of the KEY REQUIREMENTS defined in the Preliminary Article of the MARKETPLACE SELLER GENERAL CONDITIONS.

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MARKETPLACE SELLER SPECIFIC CONDITIONS - SLOVAKIA

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at
Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

The contractual language of these MARKETPLACE SELLER SPECIFIC CONDITIONS is English. The SELLER declares that he or she knows and understands the English language, and that he or she has read, interpreted and understood the provisions of the entire AGREEMENT in English.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICES of the www.decathlon.cz platform and the comparable digital application, operated by the following SUBSIDIARY: Decathlon SK s.r.o., Pri letisku 2, 821 04 Bratislava - Ružinov (hereinafter referred to as „DECATHLON SLOVAKIA“).

ARTICLE 2: TERMS AND CONDITIONS

2.1 Territory

These MARKETPLACE SELLER SPECIFIC CONDITIONS apply to:

- TERRITORY: SLOVAKIA
- for online platforms: www.decathlon.sk

2.2 Shipment and delivery

All invoices must be issued in the Slovak language and delivered to the customer at the latest together with the goods (physically or electronically).

2.3 Returns

Unless specifically and otherwise agreed, and in order to offer a positive shopping experience to all MARKETPLACE CUSTOMERS, the SELLER shall accept returns under conditions which cannot be less favorable to those of DECATHLON SLOVAKIA.
It is specifically agreed that the SELLER will apply the following terms and conditions regarding returns:

- the period of the right of withdrawal: the SELLER is obliged to extend the period of the right of withdrawal provided by the Slovak law from 14 to 30 days;
- the place of returns: returns to Decathlon’s stores are not allowed, unless otherwise agreed by the Parties;
- other terms regarding returns:

If the CUSTOMER sends a return to the SELLER in error when it should be sent to another MARKETPLACE SELLER or to DECATHLON SLOVAKIA, the SELLER will send the return at its expense to DECATHLON SLOVAKIA.

The SELLER handles the returns as responsible as if they were its own. The same applies in the event that DECATHLON SLOVAKIA receives an appropriate return in error. In this case, DECATHLON SLOVAKIA will send the return to the correct recipient at DECATHLON SLOVAKIA's expense.

However, DECATHLON SLOVAKIA reserves the right to transfer the costs to the SELLER as soon as it becomes apparent that the fault does not lie with the end a CUSTOMER.

The SELLER is aware and agrees that the appropriate shipping data must be transmitted to the shipping company in order to initiate the forwarding.

As an exception to Article 8.5.3 of the MSC, products are deemed to be Heavy Bulky Products - and therefore subject to at least a pick-up at home return method - where their weight is equal or exceeds 15 kg, and/or size is equal or exceeds 1100 mm.

2.4 Customer Service / after-sales service

Unless otherwise agreed, the SELLER undertakes to provide the CUSTOMER with a responsive customer / after-sales service available in the official languages of the TERRITORY defined in Article 2 of these SPECIFIC CONDITIONS, namely: Slovak.

The contact with a CUSTOMER is made through MARKETPLACE. The SELLER is aware and agrees that communication will be conducted exclusively through this channel. Direct contact by any other means is not permitted.

The SELLER is only allowed to have contact with the CUSTOMER regarding an order placed by the CUSTOMER, and is not allowed to have contact with the CUSTOMER regarding other commercial intentions.

The SELLER will immediately answer questions regarding a product recall and corrective actions in Slovak in addition to the English language. It is agreed that in any other case, the SELLER is obliged to provide a reply to DECATHLON SLOVAKIA within 48 hours (excluding non-working days).

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Compliance with existing laws and regulations

The SELLER is obliged to comply with all existing laws and regulations (particularly in the TERRITORY defined in the article 2 of the SPECIFIC CONDITIONS) which are or will be applicable in relation to (the performance of) the MARKETPLACE platform.

The SELLER is obliged among the other laws and regulations to comply with the obligatory rules for customer protection.

The SELLER is obliged to sell only products with all necessary authorizations for the TERRITORY and with all necessary documents and information translated into the Slovak language.

The SELLER accepts that the SELLER will be liable for damage which results from non-compliance with the aforementioned laws and regulations.

In addition to the provisions of the AGREEMENT, the SELLER is obliged to place the operating, handling, fitting and maintenance instructions and user’s manual of the product in Slovak language on the PRODUCT SHEET, pursuant to the relevant legal requirements. In case of PRODUCTS for which the laws in force prescribe that the PRODUCT must be accompanied by operating, handling, fitting and maintenance instructions, user’s manual in paper form, the SELLER shall provide to the CUSTOMER such instructions for each PRODUCT concerned, in Slovak language, together with the product pursuant to the relevant legal requirements.

In addition to the above, the SELLER is obligated, for all PRODUCTS of a technical nature, to provide the CUSTOMER with all accompanying documentation together with the PRODUCT, in written (printed) form and exclusively in the Slovak language:

a) manuals for operation, assembly, handling, and maintenance of the PRODUCT;

b) complete service information and the manufacturer's warranty conditions. These conditions must clearly and comprehensibly specify all requirements for claiming and maintaining the warranty, including any mandatory service inspections, maintenance intervals, or other actions required by the manufacturer for warranty fulfillment.

Prices of the PRODUCT(S) may only be shown in local currency on MARKETPLACE in compliance with the applicable local laws and regulations at all times. The local currency of the TERRITORY is Euro (EUR).

As the selling price and the unit price of the PRODUCT or the fee for the service, the SELLER shall indicate the price actually to be paid by the CUSTOMER, including VAT and other compulsory charges. In the interest of price transparency and clarity for the CUSTOMER, all financial amounts stated by the SELLER on the MARKETPLACE (including the selling price of the PRODUCT, delivery costs, fees or discounts) must be set and displayed exclusively in whole Euros (EUR). The use of decimal values (Cents) is considered undesirable and is not permitted.
The SELLER acknowledges that sale of products and services with a Slovak place of supply via the www.decathlon.sk

MARKETPLACE platform should only be considered lawful if it complies with the provisions of the AGREEMENT and the laws applicable in the Slovak Republic. In this regard, the SELLER is expressly aware that the aforementioned relevant laws differ in certain aspects from the rules applicable in the European Union or its Member States.

3.2 General terms of seller
The SELLER is always obliged to inform DECATHLON about any changes of his GENERAL TERMS OF SALE and is responsible for publishing their current version on MARKETPLACE.

ARTICLE 4 : VAT AND TAX OBLIGATIONS

4.1. VAT
The SELLER must be established in the European Union. The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor in the Slovak Republic territory.

Under the VAT system, the place of supply depends on a number of factors, including the status of the CUSTOMER. Socalled cross-border transfers are subject to special rules. It is the responsibility of the SELLER to determine the place of supply of his supplies in accordance with the relevant legal regulations.

The SELLER is solely responsible for the following:
● verifying that the supply is subject to VAT in the Slovak Republic;
● in the case of a transaction with a place of supply in the Slovak Republic, requesting a Slovak tax number or, if the conditions are met, be registered in a special electronic system called the One-Stop Shop (OSS) in the territory where the partner has its registered office and where they can declare and pay the VAT.

The SELLER agrees to provide a proof of registration as a VAT vendor with the Slovak Tax Authorities or the certifications of registration to the OSS regime with particular reference to the Slovak territory, before the DECATHLON team can kick off the integration process.
DECATHLON and DECATHLON SLOVAKIA cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

4.2. DECATHLON SLOVAKIA obligations in front of Tax and Fiscal authorities DECATHLON / MARKETPLACE Slovak REPUBLIC is entitled to suspend the SELLER's account on MARKETPLACE in case the fiscal and/or tax authorities (local or European) request so. The SELLER will be informed of the request of the fiscal and/or the tax authorities to suspend the SELLER's account and to reactivate it.

The reactivation of the SELLER's account is conditioned by the validation of the fiscal and/or the tax authorities in this case. DECATHLON SLOVAKIA will, in case of request from fiscal and/or tax authorities (local or European), share with the authorities all the data related to the sales (including but not limited to: order data, sales data, origin of goods sold data) for the period required by the authorities.

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MARKETPLACE SELLER SPECIFIC CONDITIONS – BULGARIA

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON BELGIUM SA, with share capital of € 12.000.000, listed with the Crossroads Bank for Enterprises under number 0449.296.278, having its head office at Avenue Jules Bordet, 1, 1140 EVERE, BELGIUM.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

The contractual language of these MARKETPLACE SELLER SPECIFIC CONDITIONS is English. The SELLER declares that he or she knows and understands the English language, and that he or she has read, interpreted and understood the provisions of the entire AGREEMENT in English.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICES of the www.decathlon.bg platform and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON BULGARIA EOOD, a limited liability company incorporated under the laws of Bulgaria, UIC 201811997, having its registered office at 4 Olimpiiska str., 1715 Sofia, Bulgaria (hereinafter referred to as DECATHLON BULGARIA).

ARTICLE 2: TERMS AND CONDITIONS

2.1 Territory

These MARKETPLACE SELLER SPECIFIC CONDITIONS apply to:

- **TERRITORY:** BULGARIA
- **for online platforms:** www.decathlon.bg

2.2 Shipment, delivery and invoicing

All invoices must be issued in accordance with the applicable tax laws and delivered to the customer at the latest together with the goods (physically or electronically). Receipts and invoices issued to Bulgarian CUSTOMERS must comply with the requirements of the Bulgarian National Revenue Agency (NRA).

2.3 Returns

Unless specifically and otherwise agreed, and in order to offer a positive shopping experience to all MARKETPLACE CUSTOMERS, the SELLER shall accept returns under conditions which cannot be less favorable to those of DECATHLON BULGARIA.

It is specifically agreed that the SELLER will apply the following terms and conditions regarding returns:

- **The period of the right of withdrawal:** The SELLER is obliged to extend the period of the right of withdrawal provided by the Bulgarian Consumer Protection Act from 14 to 30 days;

- **The place of returns:** Returns to Decathlon's stores in the TERRITORY are not allowed, unless otherwise agreed by the Parties;
- **Other terms regarding returns:** If the CUSTOMER sends a return to the SELLER in error when it should be sent to another MARKETPLACE SELLER or to DECATHLON BULGARIA, the SELLER will send the return at its expense to DECATHLON BULGARIA. DECATHLON BULGARIA reserves the right to transfer the costs to the SELLER as soon as it becomes apparent that the fault does not lie with the CUSTOMER.
- **Heavy Bulky Products:** As an exception to Article 8.5.3 of the MSC, products are deemed to be Heavy Bulky Products - and therefore subject to at least a pick-up at home return method - where their weight is equal to or exceeds 15 kg, and/or size is equal to or exceeds 1100 mm.

2.4 Customer Service / after-sales service

Unless otherwise agreed, the SELLER undertakes to provide the CUSTOMER with a responsive customer / after-sales service available in the official language of the TERRITORY defined in Article 2 of these SPECIFIC CONDITIONS, namely: Bulgarian.

The contact with a CUSTOMER is made through the DECATHLON contact center. The SELLER is aware and agrees that communication will be conducted exclusively through this channel. Direct contact by any other means is not permitted.

The SELLER will immediately answer questions regarding a product recall and corrective actions in Bulgarian in addition to the English language. It is agreed that in any other case, the SELLER is obliged to provide a reply to DECATHLON BULGARIA within 48 hours (excluding non-working days).

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Compliance with existing laws and regulations

The SELLER is obliged to comply with all existing laws and regulations (particularly in the TERRITORY defined in the article 2 of the SPECIFIC CONDITIONS) which are or will be applicable in relation to (the performance of) the MARKETPLACE platform.

The SELLER is obliged among the other laws and regulations to comply with the obligatory rules for consumer protection, including the Bulgarian Consumer Protection Act. The SELLER accepts that the SELLER will be liable for damage which results from non-compliance with the aforementioned laws and regulations.

In addition to the provisions of the AGREEMENT, the SELLER is strictly obligated to ensure that all PRODUCTS sold on the TERRITORY are accompanied by labels, operating, handling, assembly, and maintenance instructions, as well as safety warnings and the manufacturer's warranty conditions, exclusively translated into the Bulgarian language. This documentation must be provided to the CUSTOMER together with the product pursuant to the relevant legal requirements.

Prices of the PRODUCT(S) may only be shown in local currency on the MARKETPLACE in compliance with the applicable local laws and regulations at all times. The local currency of the TERRITORY is the Euro (EUR). As the selling price, the SELLER shall indicate the price actually to be paid by the CUSTOMER, including VAT and other compulsory charges.

ARTICLE 4: VAT, TAX, AND REPORTING OBLIGATIONS

4.1. VAT

The SELLER is solely responsible for ensuring that it is compliant with local taxation and VAT laws. This might require an obligation to register as a VAT vendor in the Bulgarian territory or be registered in the One-Stop Shop (OSS) system. DECATHLON BULGARIA cannot and will not provide assistance on the VAT requirements and cannot be held responsible for any tax advice or accountancy.

4.2. Obligations in front of Tax and Fiscal authorities (DAC7 & Local Authorities)

DECATHLON BULGARIA is entitled to suspend the SELLER's account on the MARKETPLACE in case the fiscal and/or tax authorities (local or European) request so. DECATHLON BULGARIA will, in case of request from fiscal and/or tax authorities or pursuant to mandatory reporting directives (such as DAC7), share with the local authorities (NRA) all the data related to the sales and seller identification for the period required by the authorities.

ARTICLE 5: ENVIRONMENT AND EXTENDED PRODUCER RESPONSIBILITY (EPR)

5.1. EPR

If the SELLER sells EPR applicable products on the MARKETPLACE, it has to provide DECATHLON with the valid Registration Number(s) or proof of membership with a valid Producer Responsibility Organization operating in Bulgaria.

5.2. WEEE

In accordance with Bulgarian law, SELLERS who sell WEEE products have the obligation to provide the CUSTOMERS with the possibility to have their WEEE taken back free of charge on a one-for-one, like-for-like basis.

MARKETPLACE SELLER SPECIFIC CONDITIONS – CROATIA

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON ZAGREB d.o.o., with share capital of € 2.654,46, with the company number (OIB): 89516372197 and MBS: 080892852, having its head office at Ulica Siniše Glavaševića 5, 10000 Zagreb.
These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.
The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.
Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary DEFINITION section of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.hr platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON ZAGREB d.o.o., Ulica Siniše Glavaševića 5, 10000 Zagreb, Croatia.

ARTICLE 2: TERMS AND CONDITIONS

2.1. Returns

In addition to the terms and conditions about returns provided in the MARKETPLACE SELLER CONDITIONS, returns of PRODUCTS to Decathlon physical stores in the TERRITORY OF CROATIA are not allowed, unless explicitly agreed otherwise by DECATHLON ZAGREB d.o.o..

2.3 Showrooming in physical stores

Decathlon reserves the right, but is not obligated, to physically display or showcase selected Seller products or samples within Decathlon physical stores. Any such display is subject to Decathlon's sole discretion and operational availability.

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Consumer Protection (ZZP & ZOO)

The SELLER accepts and guarantees strict compliance with the Croatian Consumer Protection Act (Zakon o zaštiti potrošača - ZZP) and Civil Obligations Act (Zakon o obveznim odnosima - ZOO).

3.1.1. Consumer Protection and Labeling (ZZP & ZOO) The SELLER accepts and guarantees strict compliance with the Croatian Consumer Protection Act (Zakon o zaštiti potrošača - ZZP) and Civil Obligations Act (Zakon o obveznim odnosima - ZOO).

3.1.2. Language Requirements, Labeling and Fines The SELLER undertakes to ensure that all information intended for the CUSTOMER (including safety warnings, Instruction Manuals, PRODUCT SHEETS, and price info) is clearly written in the Croatian language. Specifically, the SELLER guarantees that every single item dispatched is physically marked with a permanent, legible label and declaration in Croatian prior to dispatch. All physical label information must be fully replicated in the digital PRODUCT SHEET. In the event of inspections (e.g., State Inspectorate), the SELLER shall bear full responsibility and hold DECATHLON ZAGREB d.o.o. harmless against any fines, penalties, or legal costs arising from missing or incorrectly translated labels.

3.2. Product Conformity, Safety and Liability

3.2.1 Conformity and Warranties The SELLER shall be solely responsible for any material defects (materijalni nedostaci) of the PRODUCT in accordance with ZOO and ZZP. Furthermore, for specific technical goods defined by applicable Croatian regulations, the SELLER is legally obliged to provide a mandatory commercial guarantee (jamstvo za ispravnost prodane stvari) and ensure the availability of spare parts and authorized repair services.

3.2.2 Sector-Specific Regulations and Product Safety The SELLER guarantees strict compliance with all sector-specific EU and Croatian regulations applicable to the PRODUCTS, including but not limited to textile labeling regulations, CE marking requirements, and safety standards for Personal Protective Equipment (PPE). The SELLER must hold and provide upon request the EU Declaration of Conformity and relevant safety certificates for all applicable goods. DECATHLON reserves the right to immediately delist any PRODUCT lacking required safety documentation or correct CE marking.

3.2.3 Product Liability, Recalls, and Insurance The SELLER assumes full liability for any damage to property or personal injury caused by a defective PRODUCT in accordance with the ZOO. The SELLER agrees to maintain adequate Product Liability Insurance throughout the term of this AGREEMENT. In the event of a product recall (due to safety or regulatory reasons), the SELLER shall manage the entire recall process, bear all associated costs (including customer communication, logistics, and refunds), and immediately notify DECATHLON ZAGREB d.o.o. and the competent market surveillance authorities.

3.3 Extended Producer Responsibility - EPR (ZGO)

The SELLER shall strictly comply with the Croatian Act on Waste Management (Zakon o gospodarenju otpadom - ZGO) and corresponding EPR regulations concerning packaging, waste electrical and electronic equipment (WEEE), and waste batteries.

If the SELLER fails to comply with the legal obligations stipulated under ZGO (such as failing to validly register or report to the Environmental Protection and Energy Efficiency Fund - FZOEU or an authorized Producer Responsibility Organization in Croatia), DECATHLON or DECATHLON ZAGREB d.o.o. shall be entitled to:

- pay the corresponding eco-contributions, fees, or penalties to the qualified PRO(s) or competent authorities on behalf of the SELLER for sales made through the MARKETPLACE and recover these amount(s) directly from the SELLER; and/or
- immediately suspend or unlist the SELLER for non-compliance with its legal obligations.

3.4 Legally Compliant Behaviour

The SELLER is obliged to act in a legally compliant manner on the Platform at all times. If the SELLER believes that compliance is not possible for technical reasons beyond its control, it must inform DECATHLON ZAGREB d.o.o. immediately. The SELLER accepts full financial and legal liability for any damages resulting from non-compliance with applicable laws and regulations.

ARTICLE 4: VAT AND TAX OBLIGATIONS

4.1. General Tax and VAT Compliance (ZPDV)

The SELLER is solely responsible for fulfilling all of its tax obligations under Croatian law, in particular the Value Added Tax Act (Zakon o porezu na dodanu vrijednost - ZPDV) and applicable European Union VAT regulations.
To market and sell PRODUCTS on www.decathlon.hr, the SELLER must satisfy one of the following conditions:

- Be duly registered for VAT in Croatia and hold a valid Croatian VAT identification number (PDV ID); or
- Be registered for the One-Stop Shop (OSS) Union scheme in an EU Member State where the SELLER is established, declaring and paying Croatian VAT under the OSS scheme for distance sales of goods to CUSTOMERS in Croatia.

Notwithstanding the above, if the SELLER maintains physical stock located within the territory of Croatia (including any warehouse or fulfilment centre operated by DECATHLON, the SELLER, or third parties), the SELLER must obtain direct VAT identification in Croatia (PDV ID / OIB) for all domestic supplies originating from such Croatian stock.

4.2.Invoicing and Tax Verification of Invoices (ZFPG)

The SELLER is strictly obligated to issue a valid invoice compliant with ZPDV to the CUSTOMER for every transaction carried out through the MARKETPLACE, within the legally prescribed deadlines.
In the event that a transaction involves payment methods subject to mandatory fiscalization under the Fiscalization in Cash Transactions Act (Zakon o fiskalizaciji u prometu gotovinom - ZFPG) — including, but not limited to, cash on delivery

(plaćanje pouzećem) processed directly by the SELLER or its designated carrier — the SELLER shall ensure full compliance with the real-time tax verification procedure with the Tax Administration of the Republic of Croatia (Porezna uprava), including the acquisition and use of a valid dedicated digital certificate and the printing of mandatory JIR and ZKI identifiers on the invoice.

4.3. Obligations Towards Tax and Fiscal Authorities (Porezna uprava & DAC7)

DECATHLON and DECATHLON ZAGREB d.o.o. are legally required to collect, verify, and report SELLER data and sales transactions to competent tax authorities, including the Tax Administration of the Republic of Croatia (Porezna uprava), under Council Directive (EU) 2021/514 (DAC7) and the Croatian General Tax Act (Opći porezni zakon - OPZ).
DECATHLON and DECATHLON ZAGREB d.o.o. reserve the right to immediately suspend or block the SELLER'S account on the MARKETPLACE if requested by the Tax Administration or any competent EU fiscal authority, or in the event of suspected VAT fraud or non-compliance with tax obligations. The reactivation of the SELLER'S account shall be strictly subject to formal clearance or approval from the relevant tax authority.

4.4.Deemed Supplier Exemption

To exclude the application of the 'deemed supplier' rules under ZPDV and EU VAT e-commerce rules, the SELLER guarantees that all PRODUCTS listed on www.decathlon.hr are goods already released for free circulation within the European Union (acquitted of all customs duties and import VAT) prior to being offered or sold on the MARKETPLACE.

4.5. Currency Reference

All monetary thresholds, fees, and values referenced in the AGREEMENT shall be applied in Euros (EUR), as the official currency of the TERRITORY.

ARTICLE 5: INTELLECTUAL PROPERTY AND INDEMNIFICATION

The SELLER guarantees that the listing, offering, and sale of its PRODUCTS on the MARKETPLACE, including all provided visuals, descriptions, and logos, do not infringe upon any third-party intellectual property rights (including copyrights, trademarks, and patents). The SELLER agrees to fully indemnify, defend, and hold DECATHLON and DECATHLON ZAGREB d.o.o. harmless against any third-party claims, lawsuits, damages, and legal fees arising from intellectual property infringement or the sale of counterfeit goods.

ARTICLE 6: DATA PROTECTION (GDPR)

In processing CUSTOMER personal data obtained through the MARKETPLACE, the SELLER acts as an independent Data Controller under the General Data Protection Regulation (GDPR) and the Croatian Act on the Implementation of the GDPR. The SELLER guarantees it will process personal data exclusively for the purpose of order fulfillment and legal compliance. The SELLER shall be fully liable for any data breaches on its end and shall indemnify DECATHLON ZAGREB d.o.o. against any regulatory fines or data subject claims arising from the SELLER'S failure to protect personal data.

ARTICLE 7: COMPLIANCE, AML & RIGHT TO AUDIT

The SELLER complies with all applicable Anti-Money Laundering (AML) and Counter-Terrorism Financing laws (Zakon o sprječavanju pranja novca i financiranja terorizma). DECATHLON ZAGREB d.o.o. reserves the right to conduct Know Your Customer (KYC) verifications and to request, at any time, relevant corporate, tax, or product compliance documentation. Failure to provide such documentation within a reasonable timeframe grants DECATHLON the right to suspend the SELLER'S account until compliance is proven.

MARKETPLACE SELLER SPECIFIC CONDITIONS – SLOVENIA

PRELIMINARY ARTICLE

These MARKETPLACE SELLER SPECIFIC CONDITIONS are published by DECATHLON LJUBLJANA d.o.o., with share capital of € 200.000, with the company number: 6886825000, having its head office at Moskovska ulica 10, 1000 Ljubljana.

These MARKETPLACE SELLER SPECIFIC CONDITIONS are an integral part of the AGREEMENT as defined in the MARKETPLACE SELLER CONDITIONS.

The termination or cancellation of the AGREEMENT for any reason shall automatically terminate these MARKETPLACE SELLER SPECIFIC CONDITIONS.

Capitalized terms used in these MARKETPLACE SELLER SPECIFIC CONDITIONS are defined in the preliminary DEFINITION section of the MARKETPLACE SELLER CONDITIONS.

ARTICLE 1: PURPOSE

These MARKETPLACE SELLER SPECIFIC CONDITIONS define the terms and conditions under which the SELLER may access the MARKETPLACE SERVICE of the www.decathlon.si platform, and the comparable digital application, operated by the following SUBSIDIARY: DECATHLON LJUBLJANA d.o.o., Moskovska ulica 10, 1000 Ljubljana, Slovenia.

ARTICLE 2: TERMS AND CONDITIONS

2.1. Returns

In addition to the terms and conditions about returns provided in the MARKETPLACE SELLER CONDITIONS, returns of PRODUCTS to Decathlon physical stores in the TERRITORY OF SLOVENIA are not allowed, unless explicitly agreed otherwise by DECATHLON LJUBLJANA d.o.o..

2.2. Showrooming in physical stores

Decathlon reserves the right, but is not obligated, to physically display or showcase selected Seller products or samples within Decathlon physical stores. Any such display is subject to Decathlon's sole discretion and operational availability.

ARTICLE 3: SPECIFICITIES FROM THE LOCAL LAW OF THE TERRITORY

3.1. Consumer Protection (ZVPot-1)

The SELLER accepts and guarantees strict compliance with the Slovenian Consumer Protection Act (Zakon o varstvu potrošnikov - ZVPot-1).

3.1.1. Language Requirements: The SELLER undertakes to ensure that all information intended for the CUSTOMER in the TERRITORY is written in a clear, comprehensible, and legible manner in the Slovenian language. This obligation extends to, but is not limited to: Labeling, Packaging, safety and usage warnings, Instruction Manuals, PRODUCT SHEETS, descriptive CONTENTS, price information, and warranty terms.

3.1.2. Conformity and Warranties: The SELLER shall be solely responsible for any lack of conformity (neskladnost blaga) of the PRODUCT in accordance with ZVPot-1. Furthermore, for specific technical goods defined by applicable Slovenian regulations, the SELLER is legally obliged to provide a mandatory commercial guarantee (obvezna garancija za brezhibno delovanje) and ensure the availability of spare parts and authorized repair services.

3.2. Extended Producer Responsibility - EPR (ZVO-2)

The SELLER shall strictly comply with the Slovenian Environmental Protection Act (Zakon o varstvu okolja - ZVO-2) and corresponding EPR regulations concerning packaging, waste electrical and electronic equipment (WEEE), and waste batteries.

If the SELLER fails to comply with the legal obligations stipulated under ZVO-2 (such as failing to validly register or report to an authorized Producer Responsibility Organization in Slovenia), DECATHLON or DECATHLON LJUBLJANA d.o.o. shall be entitled to:

- pay the corresponding eco-contributions, fees, or penalties to the qualified Producer Responsibility Organization(s) or competent authorities on behalf of the SELLER for sales made through the MARKETPLACE and recover these amount(s) directly from the SELLER; and/or
- immediately suspend or unlist the SELLER for non-compliance with its legal obligations.

3.3. Product Safety, CE Marking, Product Liability, and Recalls (GPSR)

The SELLER guarantees full compliance with Regulation (EU) 2023/988 on general product safety (GPSR) and applicable legislation of the Republic of Slovenia. The SELLER warrants that all PRODUCTS offered on the MARKETPLACE are safe, bear the required CE marking (where legally required), and are accompanied by all necessary warnings, safety information, and instruction manuals in the Slovenian language. The SELLER assumes full product liability and undertakes to immediately notify DECATHLON of any safety risk or PRODUCT recall, and to execute all necessary measures to recall or withdraw the PRODUCT from the market at its own expense.

3.4. Legally Compliant Behaviour

The SELLER is obliged to act in a legally compliant manner on the Platform at all times. If the SELLER believes that compliance is not possible for technical reasons beyond its control, it must inform DECATHLON LJUBLJANA d.o.o. immediately. The SELLER accepts full financial and legal liability for any damages resulting from non-compliance with applicable laws and regulations.

ARTICLE 4: VAT AND TAX OBLIGATIONS

4.1. General Tax and VAT Compliance (ZDDV-1)

The SELLER is solely responsible for fulfilling all of its tax obligations under Slovenian law, in particular the Value Added Tax Act (Zakon o davku na dodano vrednost - ZDDV-1) and applicable European Union VAT regulations.

To market and sell PRODUCTS on www.decathlon.si, the SELLER must satisfy one of the following conditions:

a) Be duly registered for VAT in Slovenia and hold a valid Slovenian VAT identification number (ID za DDV); or

b) Be registered for the One-Stop Shop (OSS) Union scheme (Posebna ureditev VEM / OSS) in an EU Member State where the SELLER is established, declaring and paying Slovenian VAT under the OSS scheme for distance sales of goods to CUSTOMERS in Slovenia.

Notwithstanding the above, if the SELLER maintains physical stock located within the territory of Slovenia (including any warehouse or fulfilment centre operated by DECATHLON, the SELLER, or third parties), the SELLER must obtain direct VAT identification in Slovenia (ID za DDV) for all domestic supplies originating from such Slovenian stock.

4.2. Invoicing and Tax Verification of Invoices (ZDavPR)

The SELLER is strictly obligated to issue a valid invoice compliant with ZDDV-1 to the CUSTOMER for every transaction carried out through the MARKETPLACE, within the legally prescribed deadlines.

In the event that a transaction involves payment methods subject to mandatory fiscalization under the Tax Assessment of Invoices Act (Zakon o davčnem potrjevanju računov - ZDavPR) — including, but not limited to, cash on delivery (plačilo po povzetju) processed directly by the SELLER or its designated carrier — the SELLER shall ensure full compliance with the

real-time tax verification procedure with the Financial Administration of the Republic of Slovenia (FURS), including the acquisition and use of a valid dedicated digital certificate (namensko digitalno potrdilo) and the printing of mandatory ZOI and EOR identifiers on the invoice.

4.3. Obligations Towards Tax and Fiscal Authorities (FURS & DAC7)

DECATHLON and DECATHLON LJUBLJANA d.o.o. are legally required to collect, verify, and report SELLER data and sales transactions to competent tax authorities, including the Financial Administration of the Republic of Slovenia (FURS), under Council Directive (EU) 2021/514 (DAC7) and the Slovenian Tax Procedure Act (Zakon o davčnem postopku - ZDavP-2).

DECATHLON and DECATHLON LJUBLJANA d.o.o. reserve the right to immediately suspend or block the SELLER'S account on the MARKETPLACE if requested by FURS or any competent EU fiscal authority, or in the event of suspected VAT fraud or non-compliance with tax obligations. The reactivation of the SELLER'S account shall be strictly subject to formal clearance or approval from the relevant tax authority.

4.4. Deemed Supplier Exemption

To exclude the application of the 'deemed supplier' rules under ZDDV-1 and EU VAT e-commerce rules, the SELLER guarantees that all PRODUCTS listed on www.decathlon.si are goods already released for free circulation within the European Union (acquitted of all customs duties and import VAT) prior to being offered or sold on the MARKETPLACE.

4.5. Currency Reference

All monetary thresholds, fees, and values referenced in the AGREEMENT shall be applied in Euros (EUR), as the official currency of the TERRITORY.

ARTICLE 5: INTELLECTUAL PROPERTY AND INDEMNIFICATION

The SELLER warrants that the offered PRODUCTS and contents published on the MARKETPLACE do not infringe any third-party intellectual property rights. The SELLER undertakes to indemnify and hold harmless DECATHLON LJUBLJANA d.o.o. and affiliated DECATHLON companies against all damages, costs, and expenses (including legal fees) arising from any third-party claims regarding intellectual property rights infringement or non-compliance with applicable legislation.

ARTICLE 6: PERSONAL DATA PROTECTION (GDPR)

The SELLER and DECATHLON LJUBLJANA d.o.o. shall process CUSTOMER personal data in full compliance with the General Data Protection Regulation (Regulation (EU) 2016/679 - GDPR) and the applicable Personal Data Protection Act (ZVOP-2). The SELLER may use CUSTOMER personal data strictly for the purpose of fulfilling and delivering the order and shall not disclose it to third parties or use it for its own marketing purposes without the explicit consent of the CUSTOMER.

ARTICLE 7: COMPLIANCE, ANTI-MONEY LAUNDERING, AND AUDIT RIGHTS

The SELLER undertakes to strictly comply with all applicable regulations regarding anti-money laundering and counter-terrorist financing (ZPPDFT-2), anti-corruption, and international sanctions. DECATHLON LJUBLJANA d.o.o. reserves the right to review or audit the SELLER'S compliance with the terms of this AGREEMENT and applicable legislation.