



General terms and conditions of Decathlon Netherlands B.V. for the purchase of Services and/or Products

Article 1. Definitions

Agreement: the written agreement between Supplier and Decathlon;

Decathlon: the client, namely the private limited liability company Decathlon Netherlands B.V. located at Hoogoorddreef 15 - Gebouw Amerika, Amsterdam;

Delivery: the supply or delivery of the Products at the location indicated by Decathlon, including the assembly or installation thereof in accordance with the requirements set in the Agreement;

Offers: all offers and quotations submitted by Supplier for the provision of Services and/or Products;

Party: Decathlon or Supplier or Decathlon;

Parties: Decathlon and Supplier jointly;

Product: the movable property or movable properties to be delivered to Decathlon by Supplier pursuant to the Agreement, including manuals or other instructions for use;

Purchase order: Decathlon's order to provide Services by or on behalf of Supplier;

Services: the work to be performed and/or services to be delivered by Supplier for the benefit of Decathlon on the basis of the Agreement;

Shortcoming: shortcomings that a professional and diligent Supplier should avoid under the circumstances, with due regard for normal attentiveness and standard professional knowledge, and typical professional practice;

Supplier: Decathlon's counterparty; and

Terms and Conditions: the present General Terms and Conditions for the purchase of Services.

Article 2. Applicability and establishment

2.1. These Terms and Conditions apply to all Offers, Purchase Orders and Agreements.

2.2. General or specific (sectoral) conditions of Supplier are not applicable.

2.3. Decathlon shall be entitled to unilaterally amend these Terms and Conditions from time to time. The most recent version shall be sent upon request and is accessible on the website of Decathlon: https://www.decathlon.nl/landing/suppliers/_/R-a-suppliers

2.4. If a translation of these Terms and Conditions is used, in the event of discrepancies between the Dutch text and the translation, the Dutch text shall prevail.

2.5. All Offers of Supplier are free of charge and irrevocable. All costs incurred or to be incurred by

Supplier in connection with an Offer shall be borne by Supplier.

2.6. Agreements shall be established the moment Decathlon has accepted an Offer in writing or the moment Supplier has accepted Decathlon's Purchase Order.

2.7. As long as a Service has not been provided to Decathlon, Decathlon shall be entitled to cancel or modify the Purchase Order and/or the Agreement without cost.

2.8. Verbal commitments or agreements by or with employee(s) of Decathlon shall not bind Decathlon except after and insofar as an authorised representative of Decathlon has confirmed these by signing an Offer, Purchase Order or Agreement.

2.9. In the event of a discrepancy between the Purchase Order and the confirmation thereof, the contents of the Purchase Order shall be considered the contents of the Agreement between Decathlon and Supplier.

2.10. Unless otherwise agreed in writing, Decathlon shall never be obliged to make a minimum purchase from Supplier and there is no turnover guarantee or exclusivity for Supplier. Supplier cannot derive any right from the Agreement for obtaining a follow-up contract.

Article 3. Delivery

3.1. Unless otherwise agreed in writing, Supplier shall deliver the Products on the agreed delivery date or within the agreed delivery period(s) at the delivery address and delivery place specified by Decathlon, and Supplier shall bear all costs and risks associated with the transport of the Products thereto, including, where applicable, the payment of import duties and responsibility for the fulfilment of the related formalities.

3.2. Ownership of the Products shall pass to Decathlon at the moment of Delivery of the Products at the indicated location.

3.3. All agreed dates, times and deadlines are final. If the Product is not delivered to the agreed location within the agreed period, Supplier shall be in default without letter of formal notice.

3.4. As soon as Supplier knows or expects that the Products cannot be delivered on time, it must immediately inform Decathlon thereof. Supplier is liable for any damage incurred by Decathlon due to the delay as well as due to late notification of (likely) delay.

3.5. If the Products are not delivered in full or in part at the agreed time, and the Parties are unable to reach agreement on an extension of the delivery term and/or compensation for damage caused by the delay, Decathlon shall be entitled - without letter of formal notice being required - to dissolve the Agreement in writing.

3.6. If the Products are delivered earlier than on the agreed delivery date, this shall only be with Decathlon's prior written consent and shall not mean that the agreed time of payment changes accordingly. Partial Deliveries

are not permitted, unless Decathlon has agreed to this in writing.

3.7. Decathlon is not required to make any payment to Supplier before the Delivery of the Products has taken place..

3.8. In the event that Decathlon is not reasonably able to take delivery, Supplier shall, for a period to be agreed upon, store the delivery at its own expense and risk, and keep it available in such a way that the correct and constant composition of the Products is guaranteed.

Article 4. Packaging

4.1. The Products must be properly packaged and secured in such a way that they reach their destination in good condition during normal transport. Supplier must take out adequate insurance against reasonable risks during transport. The legally required information must be stated on the packaging.

4.2. To the extent possible, Supplier shall use sustainable and environmentally friendly packaging materials.

4.3. Each shipment must be accompanied by a packing list indicating the Purchase Order number.

4.4. Supplier guarantees that any Products which are classified as dangerous substances and/or objects under the ADR (Accord européen relative au transport international de marchandises Dangereuses par Route), as well as the transport and packaging, comply with the requirements of the ADR and display the required information and indications.

4.5. At Decathlon's first request, Supplier shall immediately take back or collect packaging material after Delivery of the Products, at its own expense.

Article 5. Quality and Guarantees

5.1. Supplier guarantees that:

- a. the Services to be performed and/or the Products to be delivered by or on its behalf meet the requirements set out in the Agreement;
- b. the Services to be performed by Supplier or on its behalf are performed in a professional manner;
- c. the Services to be performed by Supplier or on its behalf and/or the Products to be delivered are provided without any Shortcoming;
- d. Supplier and the third parties it relies upon has/have the necessary relevant licences, permits and/or certificates to perform and provide the Services; and
- e. the Services to be performed by Supplier or on its behalf and/or the Products to be delivered meet and continue to meet the requirements imposed by or pursuant to the law or (European) regulations.

5.2. Supplier guarantees that it is sufficiently familiar with Decathlon's objectives regarding the Products, the relevant parts of Decathlon's organization, and the

processes whereby and in connection with which the Products are used. Decathlon has provided Supplier with sufficient information to this end.

5.3. Supplier guarantees that the Product delivered complies with the Agreement, is free of defects, and is suitable for the purpose for which the Product is intended. The Product does not comply with the Agreement if, partly in view of the nature of the matter and the notifications made by Supplier with respect thereto, it does not have the properties that Decathlon might expect on the basis of the Agreement.

5.4. Supplier guarantees that in any case, the Product: (a) is of good quality and at least meets the usual requirements of robustness, efficiency, finish and all legal requirements and standard sectoral regulations concerning quality, safety, health and the environment; (b) has a CE mark; (c) has a proper manual or other instructions for use; (d) does not contain any substances and/or preparations prohibited by or pursuant to the law and (e) is free of defects.

5.5. Supplier guarantees that the delivered Product is free of any special charge or restriction which the Buyer has not expressly accepted in writing. Supplier shall indemnify the Buyer against any claim in this regard.

5.6. Without prejudice to Decathlon's rights under the law or the Agreement, a warranty period of three (3) years shall apply from the Delivery of the Product, unless the Parties have agreed to a different warranty period in writing.

5.7. If Decathlon makes a claim against Supplier pursuant to the guarantee provided, and Supplier is of the opinion that Decathlon cannot invoke the guarantee provision, the burden of proof shall rest with Supplier.

Article 6. Inspection

6.1. Decathlon shall be entitled to fully or partially inspect the Products during manufacture and/or prior to Delivery and/or within thirty (30) days after Delivery. In the event of an inspection, Decathlon shall examine whether the Products to be delivered or delivered are in conformity with the requirements of the Agreement or these Terms and Conditions, and in particular whether the Products comply with the warranties issued in accordance with article 5 of these Terms and Conditions.

6.2. If Decathlon rejects the Product to be delivered, Supplier shall, without prejudice to all other rights or claims of Decathlon, be required, at its own expense and risk, to promptly present the missing or the repaired or replacement Product for a new inspection.

6.3. Approval of the Product to be delivered by or on behalf of Decathlon does not imply acknowledgement that the Product fulfils the warranties given in accordance with article 5 of these Terms and Conditions.

Article 7. Acceptance

7.1. Decathlon shall assess the results of the Services within a period of 30 days after the date of delivery.

7.2. If Decathlon deems the results to be sufficient, it shall accept them by means of a notification to Supplier. If Decathlon deems the results to be insufficient, it shall send Supplier notification of non-acceptance.

7.3. Decathlon may have third parties assess the results of the Services.

7.4. If Decathlon has not submitted its assessment within a period of 30 days after the date of delivery, the results of the Services shall be deemed to have been accepted.

7.5. Decathlon is not required to make any payment to Supplier before the acceptance has taken place.

Article 8. Execution

8.1. The Services shall be performed in the manner, time and location specified in the Agreement.

8.2. To the extent that the Parties have agreed on delivery times, these shall be final.

8.3. Supplier shall perform the Services in compliance with all safety requirements. Supplier shall instruct its personnel or support staff involved in the performance of the Services, insofar as such work is performed on Decathlon's premises, to observe the procedures and internal rules stipulated by Decathlon. Supplier shall take all necessary measures that continuously guarantee the level of safety on Decathlon's premises (or in its stores).

8.4. In performing the Services, Supplier shall comply with the applicable laws and regulations in the area of employment conditions and the CLA applicable to it and its employees. Supplier shall record all agreements relating to employment conditions, so that the Services can be performed in a clear and accessible manner. Upon request and without delay, Supplier shall allow the competent authorities to access these employment conditions, and shall cooperate in any checks, audits or wage inspections. Upon request, Supplier shall allow Decathlon immediate access to the above-mentioned employment conditions if Decathlon deems it necessary in connection with the prevention or handling of a wage claim regarding work performed in the context of the Services.

8.5. Supplier shall impose the obligations arising from the previous paragraphs in full on all parties with whom it enters into contracts for the provision of Services, and shall also stipulate that these parties shall subsequently impose said obligations in full on all parties with whom they in turn enter into contracts for the provision of the Services.

Article 9. Intellectual property rights

9.1. All items, information and data made available to Supplier by Decathlon, in whatever form, regardless of

the manner in which they were used or stored, are and remain Decathlon's property.

9.2. The intellectual property rights to all results, deliverables, materials, presentations, reports, concepts, ideas, data, documentation, designs, and content (including, but not limited to, photographic, sound, and video material, including raw shot materials) produced by or on behalf of Supplier in connection with the execution of the Agreement and the Services performed thereunder on Decathlon's instructions, in any form whatsoever, hereinafter collectively referred to as "**Content**", including database rights that are exercisable with respect to the Content, shall be vested in and accrue to Decathlon. Pursuant to the Agreement, these intellectual property rights and database rights shall be transferred by Supplier to Decathlon at the moment they are created, and Decathlon accepts the transfer now for that point in the future.

9.3. To the extent that an additional deed is necessary at any moment for the transfer of the rights referred to in article 9.2 of these Terms and Conditions, Supplier irrevocably authorises Decathlon, now for that point in the future, to draw up such a deed and co-sign it on Supplier's behalf, without prejudice to Supplier's obligation to cooperate in the transfer of these rights at Decathlon's first request, without being able to impose conditions in this regard. Supplier guarantees that it can transfer these rights.

9.4. If there is a difference of opinion between the Parties concerning the intellectual property rights and database rights referred to in article 9.2 of these Terms and Conditions regarding the results of the Services performed, it shall be assumed, barring evidence in rebuttal, that such rights belong to Decathlon. In all cases, Decathlon may continue to use the outcome of the results intended by the Agreement.

9.5. Supplier guarantees that Decathlon can make unimpeded use of the Content created, produced and/or delivered under the Agreement.

9.6. Supplier hereby waives all so-called moral rights vis-à-vis Decathlon to which Supplier may be entitled as referred to in the Copyright Act, to the extent that the applicable regulations permit such a waiver. Supplier, duly authorised in this regard, also waives any and all moral rights vis-à-vis Decathlon to which Supplier may be entitled on behalf of its personnel or assistants, to the extent that the applicable regulations permit such a waiver.

9.7. Supplier shall not use the information and data provided to it, as well as the Content, for purposes other than for the execution of the Agreement and shall not, except with Decathlon's explicit and written consent, reproduce them, in whole or in part, in any manner whatsoever, make them available to third parties or make them available to third parties for inspection.

9.8. If and to the extent that the delivered Products are subject to intellectual property rights of Supplier, Supplier hereby grants Decathlon an irrevocable perpetual licence with respect to such rights, including the right to sub-license. Supplier vouches that Decathlon may use the Products delivered to it under the Agreement, without any obstruction.

9.9. Supplier hereby transfers to Decathlon all (intellectual) property rights and interests relating to the Products that Supplier develops, specifically by order of Decathlon and for the benefit of Decathlon. Pursuant to the Agreement, these intellectual property rights shall be transferred by Supplier to Decathlon at the moment they are created, and Decathlon accepts the transfer now for that point in the future. Insofar as necessary, Supplier shall cooperate in the transfer of these rights by notarial deed - free of charge - if this is required.

9.10. Supplier guarantees vis-à-vis Decathlon that the Services provided, the Content and the use thereof do not infringe any intellectual or industrial property right or database right belonging to a third party, and shall indemnify Decathlon for any claims and damages in this respect.

Article 10. Confidentiality and handling of confidential information

10.1. Supplier undertakes to keep secret all confidential information received from Decathlon in connection with the performance of the Agreement. If the Parties have entered into a **Non-Disclosure Agreement (NDA)**, the provisions of this article 9 shall apply in addition to the provisions of the NDA.

10.2. Confidential information shall in any case mean: all data of which Supplier should reasonably be aware that it is confidential in nature, which shall in any case include: (i) the information indicated by Decathlon as being confidential; (ii) all non-publicly available information relating to Decathlon, including but not limited to operational, performance and cost information.

10.3. The confidentiality obligation in this article 9.1 shall not apply if Supplier is required to divulge information pursuant to the law, by virtue of obligations vis-à-vis a tax authority, supervisory authority or competent court, and in the context of legal proceedings or other proceedings between the Parties. Supplier shall, to the extent permitted by law, inform Decathlon in advance in writing before making any such disclosure.

10.4. At Decathlon's request, Supplier shall make all confidential information obtained under the Agreement available to Decathlon in a usable format within five (5) calendar days. If Decathlon has supplied confidential information to Supplier in electronic form, Supplier shall return such confidential information in the same manner. If Decathlon requests that the Confidential Information be destroyed, Supplier is prohibited from keeping a copy, summary or part of the Confidential Information in any

form whatsoever, unless a legal obligation to store it specifically prevents this. In such cases, Supplier shall inform Decathlon which information it is, for how long and in what manner this information is stored.

Article 11. Personal Data

11.1. In performing its obligations in the context of the Offer, Purchase Order and/or Agreement, the Supplier shall comply with all applicable laws and regulations as regards handling and protecting personal data, in particular those from the General Data Protection Regulation.

11.2. If it transpires that Supplier processes personal data on behalf of Decathlon, the Parties shall, at Decathlon's first request, sign a **Data Processing Agreement (DPA)** in accordance with Decathlon's model.

Article 12. Security

12.1. Supplier guarantees that data and information are properly secured, in particular with regard to confidential information and personal data, exchanged by Parties. Supplier guarantees that these are not accessible to third parties.

12.2. Insofar as the Services are provided by or on behalf of Supplier by means of a platform or website, Supplier shall ensure that its own systems, as well as the systems or solutions on which the platform or website operates, are secured. In performing the Agreement, Supplier shall comply with Decathlon's **Security Insurance Plan (SIP)** and the security standards included therein, which shall be sent to Supplier and attached to the Agreement. For the purchase of ICT services, including the purchase of platform and/or SaaS and/or similar services, Decathlon applies ICT purchasing conditions, which will be made available to Supplier separately.

Article 13. Invoicing and payment of fee

13.1. The fee payable by Decathlon to Supplier is specified in the Contract. The fee is in euros, exclusive of sales tax, and includes all costs necessary for Supplier to fulfil its obligations, including any government deductions, levies, premiums and other taxes due.

13.2. The agreed fee is fixed unless the Parties have agreed otherwise in writing.

13.3. Supplier shall send the invoice after the Delivery has been made. Decathlon shall pay within thirty (30) days after receiving a correct invoice. If Decathlon so requests, Supplier shall send the documents on which the invoice is based.

13.4. Invoices are subject to a payment term of thirty (30) days after receipt of a correct invoice. If Decathlon so requests, Supplier shall send the documents on which the invoice is based.

13.5. Invoices must comply with the stipulations of the Law on Sales Tax of 1968 and in the Agreement.

13.6. Invoices must be sent in PDF format to boekhouding.nl@decathlon.com F.A.O Decathlon Netherlands B.V., Hoogoorddreef 15 Gebouw Amerika, 1101 BA Amsterdam, quoting the purchase order number. The Agreement must contain the following details of Supplier: company name, address, Chamber of Commerce number, VAT number, bank account number, telephone number and e-mail address.

13.7. In the event of non-compliance with this article 13 of these Terms and Conditions, Decathlon will not process the invoice and will suspend payment. Payment of an invoice does not mean that Decathlon has accepted the Services and/or Products and does not imply a waiver of rights.

13.8. If Decathlon does not pay (the non-disputed part of) an invoice on time, this shall not entitle Supplier to suspend or terminate the delivery of the Services and/or Products. In the event of late payment of a non-disputed invoice, Supplier shall first send Decathlon a written reminder, in which Decathlon is given the opportunity to still pay within a reasonable time.

13.9. The amount of the sums to be paid to Supplier shall be those in Decathlon's administrative files, unless Supplier proves that these files are incorrect.

13.10. Decathlon shall be entitled to suspend its (payment) obligations if Supplier has not correctly complied with the Agreement or if Decathlon has a reasonable suspicion to assume that there is an impending situation of non-compliance on the part of Supplier.

13.11. If Decathlon makes advance payments, Supplier is obliged to establish a bank guarantee or other security at Decathlon's first request.

13.12. Decathlon is entitled to set off claims of Supplier against Decathlon against claims of Decathlon against Supplier, and these claims do not have to be connected with each other.

13.13. Supplier is prohibited from assigning or pledging claims. This provision has property law consequences.

Article 14. Term and dissolution

14.1. The term is indicated in the Agreement. If no term is stipulated in the Agreement, and the contract pertains to the provision of continuous Services and/or delivery of Products, it shall be deemed to have been entered into for a maximum of one year.

14.2. After expiry of the (initial) term of the Agreement, the Agreement shall terminate by operation of law.

14.3. Decathlon shall be entitled to terminate the Agreement (prematurely) at any moment and without justification, and without due observance of a notice period, unless otherwise agreed upon in writing.

Settlement shall then take place between Decathlon and Supplier on the basis of the Services rendered by Supplier with respect to the performance of the Contract. Decathlon does not have to compensate Supplier in any other way for the consequences of terminating the Agreement.

14.4. Supplier shall only be entitled to suspend its obligations after sending a letter of formal notice in which Decathlon is offered at least a period of thirty (30) days to still fulfil the obligations incumbent on it.

14.5. Decathlon shall be entitled to fully or partially dissolve the Agreement in writing and without prior letter of formal notice or notification, with immediate effect if:

- a. Supplier fails to comply with one or more of its obligations, and fulfilment thereof is no longer possible, including missing final delivery terms;
- b. there is no situation under article 14.5 (a) above and Supplier, after having been given a prior letter of formal notice and the opportunity to comply, still fails to fulfil its obligations under the Agreement;
- c. Decathlon has reasons to believe that Supplier is not or will not be able or willing to fulfil its obligations;
- d. Supplier's assets are seized, Supplier has applied for a suspension of payments, is in a situation of requiring a suspension of payments, has filed for bankruptcy, is in a state of bankruptcy, proceeds to liquidate its business or ceases its activities or appears insolvent in any way;
- e. changes occur in the ownership or management situation at Supplier, including mergers and acquisitions.

14.6. In the event of dissolution, Supplier is obliged to immediately reimburse all costs already incurred by Decathlon, without prejudice to Decathlon's right to claim full damages. At Decathlon's first request, Supplier shall also reimburse all sums that have already been paid by Decathlon.

14.7. Provisions that by their nature are intended to continue even after the expiry of the Agreement shall retain their effect thereafter. Such provisions shall in any case include those relating to warranty, liability, intellectual property rights, confidentiality, disputes and applicable law.

Article 15. Continuity

15.1. In the event of suspension and/or termination of the Contract, on whatever grounds, it is essential for Decathlon and Supplier that the termination should not have any adverse consequences for Decathlon's continuity and the quality of the services provided to Decathlon customers. Supplier shall perform all necessary work to ensure a proper transition of the Services to Decathlon or a third party to be appointed by Decathlon in such a way that this does not affect or jeopardise Decathlon's business processes.

Article 16. Liability

16.1. Supplier is liable for any damage incurred by Decathlon or a third party attributable to Supplier's failure to fulfil, or incorrectly fulfil, the obligations under the Agreement.

16.2. If Supplier uses items owned by Decathlon for the execution of the Agreement, Supplier shall be liable for the loss or theft thereof and the damage caused to such items.

16.3. Supplier indemnifies Decathlon against all claims by third parties with respect to defective Products within the meaning of the provisions of the Civil Code on product liability.

16.4. Supplier indemnifies Decathlon against third-party claims for compensation for damage or otherwise caused by or in connection with the execution of the Agreement.

16.5. Supplier indemnifies Decathlon for all costs and damages in connection with a product recall (including all investigation and execution costs). In the event of a product recall, Supplier is obliged to take back the Products in question at its own expense, including transport, and Supplier shall reimburse Decathlon for the price paid for these Products, without any discount.

16.6. Supplier indemnifies Decathlon against any claims, taxes, premiums and additional levies resulting from chain liability, including non-compliance with any obligation of Supplier or the third parties relied upon by the latter vis-à-vis the tax authorities or social bodies.

16.7. Supplier is obliged to take out and maintain insurance in a suitable and customary manner in terms of industry standards, for the risks arising from or related to the Agreement. As proof that such insurance has been taken out, Supplier shall forward a copy of the policy or proof of insurance to Decathlon upon first request.

Article 17. Force majeure

17.1. In the event of force majeure, in other words a shortcoming which is not attributable to one of the Parties, the Party invoking force majeure shall immediately notify the other Party in writing and keep it informed of developments.

17.2. If a Party is unable to perform or fails to perform its obligations under the Agreement for a period of more than thirty days as a result of force majeure, the other Party shall be entitled to dissolve the Agreement (in whole or in part) out of court, with immediate effect by registered letter and without any right to compensation.

17.3. Force majeure does not include: staff undercapacity or illness at Supplier, strikes, blockades or work-to-rule, transport snags, attributable failure in the performance of third party(ies) relied upon by Supplier, shortage or unsuitability of materials, theft, flooding, government actions, liquidity or solvency problems at Supplier, the inability of Supplier to obtain any required

permit or permission from the government and/or interruptions in networks used by Supplier.

Article 18. Compliance

18.1. Compliance

18.1.1. Definitions

"Anti-Corruption Laws" means Dutch, French and international anti-corruption laws including the French Criminal Code, Law No. 2016-1691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life known as the Sapin II Law, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other law, regulation, rule or legally binding measure (in connection with the prevention and suppression of bribery, influence peddling, 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.

- **"Sanctioned Person"** 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 Decathlon or Supplier may be subject, including but not limited to: National Register of Frozen Assets, the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions of the European Union, the Consolidated Sanctions List of the United Nations Security Council, the Specially Designated Nationals and Blocked Persons List of the US; and (ii) any Person "owned" by, controlled by or acting on behalf of or at the direction of a Person on any of the foregoing lists, as amended from time to time.

- **"Trade Restriction Laws"** 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 any other legislation to which Decathlon or Supplier may be subject.

- **"Compliance Clause"** refers to this clause.

18.1.2. Obligations

18.1.2.1. Compliance with Applicable Laws and Decathlon Standards

Supplier represents and warrants that it complies and will comply throughout the term of the Agreement with all applicable national and international rules of ethical and responsible behaviour, including but not limited to: applicable health and safety, environmental, tax and competition laws and regulations.

In the execution of the Offer, Purchase Order and/or Agreement, Supplier shall comply with the latest version of Decathlon's **Code of Conduct**, which shall be sent to

Supplier and attached to the Agreement. Supplier shall ensure that its suppliers also comply with Decathlon's **Code of Conduct**.

18.1.2.2 Anti-corruption obligations

Throughout the term of the Agreement, Supplier agrees to comply with the Anti-Corruption Legislation.

Supplier, its affiliates, directors, officers, employees, agents, service providers, Suppliers and any person acting on its behalf or with its consent shall not give, offer to give, solicit or accept any benefit from any person, directly or indirectly, for the purpose of improperly influencing the actions or decisions of any person or entity in connection with the Agreement, including, but not limited to, its implementation, execution or termination. Throughout the duration of the Agreement, Supplier 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.

18.1.2.3. Obligations under Trade Restriction Laws

Throughout the term of the Agreement, Supplier represents and warrants that its directors, officers, employees and shareholders are not Sanctioned Persons.

Throughout the term of the Agreement, Supplier agrees to (i) comply with the Trade Restriction Laws; (ii) refrain from any act or omission that may cause Decathlon to violate the Trade Restriction Laws or be subject to restrictions or sanctions, or suffer adverse consequences, in connection with the Trade Restriction Laws or be designated as a Sanctioned Person.

18.2. Consequences of Violations of the Compliance Clause

18.2.1. Obligations to provide information

Throughout the term of the Agreement, Supplier shall immediately notify Decathlon of (i) any violation of the Anti-Corruption Laws, the Trade Restriction Laws or the Compliance Clause in connection with this collaboration agreement and (ii) any related claim, investigation or proceeding initiated against it.

18.2.2. Remediation assignment

In the event that Decathlon is made aware of a risk of violation or violation of the Anti-Corruption Laws, Trade Restriction Laws, Human Rights Laws or the Compliance Clause by Supplier or by any other means, Supplier undertakes to provide Decathlon, upon first request, with any additional information it deems useful to request in order to analyse the nature and seriousness of the risk of violation or the violation that has occurred. If Decathlon deems it useful, Supplier undertakes to implement

corrective actions, the content and deadlines of which are adapted to the violation or risk of violation identified.

18.2.3. Right of suspension

The obligations set forth in the Compliance Clause are essential to Decathlon. Accordingly, and without prejudice to any other rights or remedies it may have under the Compliance Clause or at law (including, where applicable, the implementation of remedial measures and the right to damages for breach of contract), Decathlon reserves the right to cancel any order and/or suspend the Agreement and any other business relationship between the parties if it believes in good faith that the Anti-Corruption Laws, Trade Restriction Laws or the Compliance Clause is or has been violated in any material way by Supplier, provided that Decathlon has notified Supplier in writing its intention to suspend the contract and the reason therefor.

18.2.4. Right of termination

The obligations set forth in the Compliance Clause are essential to Decathlon. Accordingly, and without prejudice to any other rights or remedies available to it under the Compliance Clause or at law (including, where applicable, the implementation of remedial measures and the right to damages for breach of contract), Decathlon shall be entitled to terminate the Agreement and any other business relationship between the parties if it believes in good faith that the Anti-Corruption Laws, Trade Restriction Laws or the Compliance Clause has been violated in any material way by Supplier, provided that Decathlon has notified Supplier in writing of its intention to terminate the Agreement and the reason therefor.

18.2.5. Indemnification

Supplier undertakes to indemnify and hold Decathlon harmless from and against any and all claims, demands, losses, penalties, costs and expenses related, directly or indirectly, to any violation of the Anti-Corruption Laws, Trade Restriction Laws or the Compliance Clause.

Article 19. Audit

19.1. Decathlon shall, during the term of the Agreement and up to two (2) years after termination thereof, be entitled to carry out (or have carried out) an audit by an internal or external auditor no more than once a year with respect to the fulfilment of Supplier's obligations under the Agreement. Supplier shall fully cooperate with such audit. This shall include, but not be limited to, the timely inspection of books, documents, and other data media and the provision of all data and information for the purpose of the audit, as well as the granting of access to Decathlon or a third party relied

upon by Decathlon to the sites where the audit is being performed.

19.2. The audit shall be announced in good time and in writing, and shall take place in such a way that Supplier's business operations are inconvenienced as little as possible. During the audit, Decathlon and/or a third party relied upon by Decathlon shall comply with Supplier's internal rules.

19.3. Unless the auditor finds irregularities, the costs of the services of the auditor(s) shall be borne by Decathlon. Supplier is responsible for its own costs arising from the audit.

Article 20. Transfer and reliance on third parties

20.1. Supplier is not permitted to transfer the rights and/or obligations under the Agreement, in whole or in part, to a third party, unless Decathlon has given prior written consent.

20.2. Supplier is not permitted to rely on third parties for the execution of the Agreement, unless Decathlon has given prior written consent. Supplier shall remain fully liable and responsible for all obligations with respect to the execution of the Agreement even after such consent has been given.

Article 21. Publications and use of trademarks

21.1. The Parties shall only be entitled to use each other's name and trademark in expressions if and to the extent they have given each other prior written consent. Further conditions may be attached to such consent, and Decathlon shall always be entitled to revoke such consent with immediate effect.

21.2. Supplier shall not implicitly or explicitly mention (the conclusion of) the Agreement in its own publications (including press releases) or advertisements, and shall not use Decathlon's name as a reference except with Decathlon's written consent.

21.3. Supplier shall always consult in advance with Decathlon regarding the manner in which it places, shares, and/or communicates any content (flyers and posters and other offline or online messaging (including on its website, but also photos, videos or social media content) in which products, the Decathlon logo, or the Decathlon brand name are visible, and submit such content and/or messages for prior approval. If it wishes, Decathlon may withhold its approval, or demand that such content and/or messages be adapted in accordance with guidelines provided by Decathlon. Should Decathlon see cause to do so, Supplier shall be obliged to remove, at Decathlon's first request, any content and/or Messages on or in which products, the logo, or the brand name of Decathlon are visible.

Article 22. Applicable law and disputes

22.1. The Agreement and all agreements arising from or relating thereto, including Offers, Purchase Orders and these Terms and Conditions, shall be governed by Dutch law.

22.2. All disputes arising from the Agreement and all agreements arising from or relating thereto, including Offers, Purchase Orders and these Terms and Conditions, shall be submitted to the competent court in Amsterdam.

Article 23. Amendments

23.1. Supplier is not permitted to unilaterally amend the Agreement. Amendments to the Agreement and deviations from these Terms and Conditions shall only take effect if they have been agreed upon in writing by legally authorised representatives of the Parties, without prejudice to Decathlon's right to unilaterally amend these Terms and Conditions in accordance with the provisions of article 2.3 hereof.