

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SERVICES

ARTICLE 1 – DEFINITIONS

GTC: Refers to these general terms and conditions of purchase of services.

Offer: All offers and quotations submitted by the Partner for the provision of Services.

Decathlon: In these GTC, refers to Decathlon Belgium NV, with its registered office at Jules Bordetlaan 1, 1140 Evere (Belgium), registered with the Crossroads Bank for Enterprises under number 0449.296.278.

Services: The work and/or performances to be provided by the Partner for Decathlon under the Agreement.

Purchase Order: The order from Decathlon for the provision of Services by or on behalf of the Partner.

Agreement: Refers to an offer or quotation from the Partner accepted by Decathlon, these GTC (possibly supplemented by special conditions), and Decathlon's Code of Conduct and compliance clause.

Partner: Refers to the professional partner, being a natural person acting in a professional capacity or a legal entity acting in the context of their professional activity.

Party or Parties: Refers to the Partner and/or DECATHLON.

ARTICLE 2 – SCOPE OF APPLICATION

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

2.2. The Partner's general or specific (industry) terms and conditions do not apply unless expressly agreed otherwise.

2.3. Decathlon is entitled to unilaterally amend these GTC from time to time. The most recent version will be sent upon request. However, unless prior notice of these changes is given, ongoing agreements will remain subject to the GTC that were in force at the time the Agreement was concluded.

2.4. All Offers from the Partner are free of charge and irrevocable.

2.5. Agreements are concluded when Decathlon has accepted an Offer in writing or when the Partner has accepted the Purchase Order from Decathlon.

2.6. As long as a Service has not yet been delivered to Decathlon, Decathlon is entitled to cancel or change the Purchase Order and/or the Agreement free of charge.

2.7. Oral promises or agreements by or with employee(s) of Decathlon do not bind Decathlon unless and insofar as an authorized representative of Decathlon

has confirmed them by signing an Offer, Purchase Order, or Agreement.

2.8. In the event of discrepancies between the Purchase Order and its confirmation, the content of the Purchase Order will be considered the content of the Agreement between Decathlon and the Partner.

2.9. Unless otherwise agreed in writing, Decathlon is never obligated to a minimum purchase from the Partner, and there is no sales guarantee or exclusivity for the Partner. The Partner cannot derive any right from the Agreement for obtaining a follow-up assignment.

ARTICLE 3 – WARRANTIES

3.1. The Partner warrants that:

a. The Services to be performed by or on its behalf meet the requirements specified in the Agreement.

b. The Services to be performed by or on its behalf are carried out in a professional manner in accordance with what can be expected of a competent and diligent partner under the given circumstances, taking into account normal diligence, professional knowledge, and professional practice;

c. the Partner and any third parties engaged by the Partner have the necessary relevant licenses, permits, and/or certificates to perform and deliver the Services;

d. the Services to be performed by or on behalf of the Partner comply and will continue to comply with the requirements imposed by or pursuant to the law or (European) regulations.

ARTICLE 4 – ACCEPTANCE OF SERVICES

4.1. Decathlon will evaluate the results of the Services within a period of 30 days after the day of delivery.

4.2. If Decathlon considers the results to be sufficient, Decathlon will accept them by means of a notification to the Partner. If Decathlon considers the results of the Services to be insufficient, Decathlon will send the Partner a notification of non-acceptance.

4.3. Decathlon may have the results of the Services evaluated by third parties.

4.4. If Decathlon has not made a decision on the evaluation within a period of 30 days after the day of delivery, the results of the Services will be deemed to have been accepted.

4.5. Decathlon is not obliged to make any payment to the Partner before acceptance has taken place.

ARTICLE 5 – PERFORMANCE

5.1. The Services will be performed in the manner, at the time, and at the place specified in the Agreement.

5.2. Insofar as the Parties have agreed on delivery times, these are binding deadlines.

5.3. The Partner will perform the Services in compliance with all safety requirements. The Partner will instruct its personnel or auxiliary persons involved in the performance of the work, insofar as that work is performed on or at Decathlon's premises, to observe the procedures and house rules indicated by Decathlon. The Partner will take all necessary measures to continuously guarantee the safety level on Decathlon's premises (or in stores).

5.4. When performing the Services, the Partner will adhere to the applicable laws and regulations in the field of working conditions and the collective labor agreement (CAO) applicable to him and his employees. The Partner will record all working condition agreements for the performance of the Services in a transparent and accessible manner. Upon request and without delay, the Partner will provide competent authorities with access to these working condition agreements and cooperate with inspections, audits, or wage validation. Upon request and without delay, the Partner will provide Decathlon with access to the aforementioned working condition agreements if Decathlon deems this necessary in connection with the prevention or handling of a wage claim regarding work performed for the provision of the Services.

5.5. The Partner will fully impose the obligations arising from the previous paragraphs on all parties with whom the Partner enters into contracts for the purpose of providing Services and also stipulates that these parties in turn will fully impose said obligations on all parties with whom they enter into contracts for the purpose of providing the Services.

ARTICLE 6 – PRICES AND PAYMENT TERMS

6.1. The fee owed by Decathlon to the Partner is included in the Agreement. The fee is expressed in euros without VAT and includes all costs related to the fulfillment of the Partner's obligations, including any required deductions, levies, premiums, and other government taxes.

6.2. All invoices, credit notes, and other payment documents sent to Decathlon Belgium NV must contain the following information and be submitted through the correct channels: (i) the Cost Center Number and Name and (ii) the Order Number (GCxxxx). Documents in PDF format must be sent with a single attachment per email to belgium.invoices@decathlon.com, with the subject line formatted as "[Supplier Name] - [Invoice Number]". Original paper invoices must be sent to Avenue Jules Bordet 1, 1140 Evere, Belgium. For all inquiries regarding invoicing or payments, please contact comptabilite.be@decathlon.com.

6.3. The invoice must contain at least the legally required information, including the following: name, address, and VAT number of Decathlon, description of

the Services provided, purchase order number, and name, address, VAT number, and bank account number of the Partner. If any of this information is not stated on the invoice or if the legal requirements change, one Party may request an adjusted invoice from the other Party free of charge. As long as the requirements of this article 6.3 are not met, Decathlon will not process the invoice and will suspend payment.

6.4. Unless expressly agreed otherwise between the parties, a payment term of 60 calendar days from the day of receipt of the invoice applies.

6.5. In the event of late payment, the Partner will first send Decathlon a written reminder, giving Decathlon the opportunity to pay within a reasonable period. If, after this prior notification of the late payment to Decathlon, no payment follows and Decathlon has not (partially) disputed the invoice, the invoiced amount may be increased with interest at the applicable interest rate as determined in Article 5 of the Law on combating late payment in commercial transactions of August 2, 2002, calculated from the expiration of the payment term. Decathlon's failure to pay (the undisputed part of) an invoice on time does not give the Partner the right to automatically suspend or terminate the provision of the Services. In the event of late payment of an undisputed invoice, the Partner will first send Decathlon a written reminder, giving Decathlon the opportunity to pay within a reasonable period.

6.6. Decathlon has the right to suspend its (payment) obligations if the Partner has not properly fulfilled the Agreement or if Decathlon has a reasonable suspicion to assume that there is a threatening shortcoming on the part of the Partner.

6.7. If Decathlon makes advance payments, the Partner is obliged to provide a bank guarantee or other security at Decathlon's first request.

6.8. Decathlon is entitled to set off claims of the Partner against Decathlon with claims of Decathlon against the Partner, for which no connection is required.

6.9. The Partner is prohibited from transferring or pledging claims.

ARTICLE 7 – DURATION AND TERMINATION

7.1. The term is stated in the Agreement. If no term has been agreed upon in the Agreement and the assignment relates to the provision of continuous Services, it is deemed to have been entered into for a maximum of one year.

7.2. After the expiration of the (initial) term of the Agreement, the Agreement ends automatically.

7.3. Termination by a Party - If a Party fails to fulfill one of the obligations in this Agreement and fails to remedy this breach within 15 days after receiving a written notice of default from the other Party, the other Party may unilaterally terminate the Agreement without court intervention and without further notice or payment of damages for termination.

7.4. If one of the Parties:

- Applies for bankruptcy, is declared bankrupt, goes into liquidation (either compulsory or

voluntary) or makes a settlement or enters into a voluntary arrangement with its creditors, or has appointed a trustee, administrator, manager, or other charges for all or part of its assets or undertakes or undergoes a similar action as a result of debts or is unable to pay its debts when they become due; or

- sells or intends to sell, assign, or suspend its business or that part of its business relating to the activities to be performed under this Agreement; or
- its shareholders transfer the legal or economic ownership of the majority of the shares.

Then this Party will immediately notify the other Party in writing of these actions or events. In that case, the other Party may immediately terminate the Agreement by means of a registered letter, without any obligation to pay damages for such termination.

7.5. Any provision of this Agreement that is intended to remain in force after the termination of the Agreement will remain in force after the end of the Agreement. These obligations include, but are not limited to, Article 8 (liability), Article 9 (Confidentiality), Article 10 (Intellectual Property Rights), Article 12 (GDPR), and Article 17 (Applicable law).

ARTICLE 8 – LIABILITY AND INSURANCE

8.1. Each Party is liable for the damage suffered by the other Party or a third party because a Party fails to properly or fully fulfill its obligations under the Agreement.

8.2. If the Partner uses items owned by Decathlon during the performance of the Agreement, the Partner is liable for their loss or theft and the damage caused to these items.

8.3. Each Party ensures that it has taken out sufficient insurance(s) to cover its liability. Upon request of a Party, the other Party will provide a copy of the applicable insurance certificates.

ARTICLE 9 – CONFIDENTIALITY

Unless the Parties have concluded a Non-Disclosure Agreement (NDA) with regard to the Service to be provided, Article 9 of these GTC will apply to the Agreement.

Each Party (the "Receiving Party") agrees that at all times, during the term of this Agreement and for 5 years thereafter, it will treat as confidential and keep secret all business, operational, financial, organizational, and commercial information or other information that is marked as "confidential," "proprietary," or with another mark of confidentiality or which the Receiving Party reasonably ought to have known was confidential (the "Information") obtained from the other Party (the

"Disclosing Party") and/or an affiliated company of that Party under this Agreement.

The obligation of confidentiality does not apply to:

- (i) that part of the Information which, without any fault of a Party, is already part of the public domain; or
- (ii) information that the Receiving Party already lawfully had in its possession; or
- (iii) information that the Receiving Party has developed independently of the Information obtained.

In that case, it will be up to the Receiving Party to provide proof of the applicability of one of the exceptions under (i), (ii), and/or (iii).

Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose any of the Information to any person other than the Receiving Party's own employees/subcontractors who need the Information (need-to-know basis) to fulfill their obligations under the Agreement. The need for this information to perform the Agreement will be interpreted on a strict basis.

Each Party has the right to disclose or otherwise make available Information it has received from another Party under this Agreement to one of its affiliated companies, if these affiliated companies do so on a need-to-know basis and provided that these affiliated companies are bound by confidentiality conditions that are as strict as this Article. An affiliated company is a legal entity that is (a) directly or indirectly controlled by a Party, (b) directly or indirectly controls a Party, or (c) together with a Party is under the common control of a third party..

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1. All items, information, and data, in whatever form, provided by Decathlon to the Partner, regardless of how they have been used or stored, are and remain the property of Decathlon.

10.2. The intellectual property rights to all results, deliverables, materials, presentations, reports, concepts, ideas, data, documentation, designs, and content (including, but not limited to, photo, sound, and video material, including raw footage), in whatever form, hereinafter collectively referred to as "Content," created by or on behalf of the Partner in connection with the performance of the Agreement and the Services performed thereunder on behalf of Decathlon, including database rights that can be exercised with regard to the Content, belong to and accrue to Decathlon. These intellectual property rights and database rights are transferred by the Partner to Decathlon on the basis of the Agreement at the time of their creation, which transfer is hereby accepted by Decathlon now for then.

10.3. The Partner guarantees that Decathlon can make unhindered use of the Content created, produced, and/or delivered under the Agreement.

10.4. The Partner hereby waives towards Decathlon all so-called moral rights, as referred to in the Copyright Act, that may accrue to him, the Partner, to the extent that the applicable regulations permit such a waiver. The Partner, authorized for this purpose, also waives on behalf of his personnel or auxiliary persons, all moral rights that may accrue to these persons, to the extent that the applicable regulations permit such a waiver.

10.5. The Partner will not use the information and data provided to him, as well as the Content, for purposes other than the performance of the Agreement and will not, without the express and written consent of Decathlon, reproduce them in whole or in part, in any way whatsoever, make them available to third parties, or give third parties access to them.

10.6. The Partner guarantees to Decathlon that the Services provided, the Content, and their use do not infringe on any intellectual or industrial property right or database right belonging to a third party and indemnifies Decathlon against claims and damage in this regard.

10.7. The Service Provider may only use the brands and logos owned by the Decathlon Group or Decathlon with the prior approval of Decathlon. The Service Provider acknowledges that the unlawful use of these distinctive signs or brand names constitutes an infringement of the intellectual property of the Decathlon Group and/or Decathlon Belgium for which damages can be claimed.

ARTICLE 11 – FORCE MAJEURE

If a case of force majeure is established, the Parties agree to consult to continue the performance of the Agreement in the best possible way or to temporarily stop its performance by means of an amendment.

Cases of force majeure are considered to be unforeseen, unavoidable, and external events beyond the control of the Parties, which are permitted and recognized as such by jurisprudence, and which make the performance of this Agreement impossible.

Any Party that wishes to invoke force majeure will inform the other Party in writing as soon as possible and no later than within 5 days after the occurrence of the force majeure situation.

In the event that the force majeure lasts longer than 3 months, each Party will have the option to terminate the Agreement without any additional compensation being due.

ARTICLE 12 – MANAGEMENT OF PERSONAL DATA

Decathlon acts as the data controller for the processing of personal data that it stores and processes for the

performance of this agreement.

This personal data will be processed and shared exclusively with Decathlon's internal departments and with authorized service providers acting within the framework of the agreement concluded between Decathlon and the Partner. They will be kept for as long as necessary for the proper performance of the agreement, in compliance with the legal retention periods.

Decathlon applies appropriate technical and organizational security measures and, where and if necessary for all applicable data processing, concludes a DPA (data processing agreement) in advance or, if applicable, a C2C (controller to controller) DPA.

ARTICLE 13 – SECURITY

13.1. The Partner guarantees good security of data and information, and in particular with regard to confidential information and personal data, that the Parties exchange. The Partner guarantees that these are not accessible to third parties.

13.2. Insofar as the Services are provided by or on behalf of the Partner with the help of a platform or website, the Partner ensures that its own systems, as well as the systems or solutions on which the platform or website runs, are secured. When performing the Agreement, the Partner will adhere to Decathlon's Security Insurance Plan (SIP) and the security standards included therein, which will be sent to the Partner and attached to the Agreement as an appendix. For the purchase of ICT services, including the purchase of platform and/or SaaS and/or similar services, Decathlon uses terms and conditions of purchase for ICT services, which are made available to the Partner separately.

ARTICLE 14 – COMPLIANCE

14.1. Compliance

14.1.1. Definitions

- "Anti-Corruption Legislation" means Dutch, French, and international anti-corruption legislation, including the French Penal Code, Law No. 2016-1691 of December 9, 2016, on transparency, anti-corruption, and the modernization of economic life, known as the Sapin II Law, the Foreign Corrupt Practices Act in the US, 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) with similar effects, as amended from time to time, to which the Parties are or may be subject.

- "Sanctioned Person" means (i) any person on one 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 [name of other party]

may be subject, including but not limited to: the 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 who is "owned" by, controlled by, or acts on behalf of or at the direction of a Person on one of the preceding 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 import and export control laws and regulations, as amended from time to time, of France (including the Ministry of Finance), the European Union, the United Nations, the United States, the United Kingdom (including the Ministry of Finance), or any other legislation to which Decathlon or the Partner may be subject.

- "Compliance Clause" refers to this clause.

14.1.2. Obligations

14.1.2.1. Compliance with applicable legislation and Decathlon standards

The Partner declares and guarantees that he will comply with all applicable national and international rules on ethical and responsible behavior throughout the duration of the Agreement, including, but not limited to: applicable laws and regulations on safety, health and environment, taxes, and competition.

When performing the Offer, Purchase Order, and/or Agreement, the Partner will adhere to the latest version of Decathlon's Code of Conduct, which will be sent to the Partner and attached to the Agreement. The Partner will ensure that his suppliers also adhere to Decathlon's Code of Conduct.

14.1.2.2. Anti-Corruption obligations

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

The Partner, his affiliated companies, directors, officers, employees, agents, service providers, Partners, and any person acting on their behalf or with their consent, will not give, offer to give, ask for, or accept any benefit from any person, directly or indirectly, with the aim of unduly influencing the actions or decisions of any person or entity in connection with the Agreement, including, but not limited to, its implementation, performance, or termination. During the entire term of the Agreement, the Partner undertakes to respond in good faith and within a reasonable period to requests for information and questionnaires that Decathlon sends within the framework of the third-party evaluation system.

14.1.2.3. Obligations under trade restriction laws

Throughout the entire term of the Agreement, the Partner declares and guarantees that his directors, officers, employees, and shareholders are not Sanctioned Persons.

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

14.2. Consequences of violations of the Compliance Clause

14.2.1. Information obligations

Throughout the entire term of the Agreement, the Partner will immediately notify Decathlon of (i) any violation of the Anti-Corruption Legislation, the trade restriction legislation, or the Compliance Clause in connection with this cooperation agreement and (ii) any related claim, investigation, or proceedings instituted against him.

14.2.2. Remediation order

If Decathlon is informed by the Partner or in any other way of a risk of a violation or a violation of the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause, the Partner undertakes to provide Decathlon, at its first request, with all additional information that Decathlon deems useful to request in order to analyze the nature and seriousness of the risk of a violation or the violation that has occurred. When Decathlon deems this useful, the Partner undertakes to take corrective measures whose content and deadlines are adapted to the established violation or the established risk of a violation.

14.2.3. Right of suspension

The obligations under the Compliance Clause are of essential importance to Decathlon. Accordingly, and without prejudice to all other rights or remedies that Decathlon may have under the Compliance Clause or the law (including, where applicable, the implementation of remedial measures and the right to compensation for breach of contract), Decathlon reserves the right to cancel any order and/or suspend the Agreement and any other commercial relationship between the Parties if Decathlon is of the good-faith opinion that the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause is or has been materially violated by the Partner, provided that Decathlon has notified the Partner in writing of the intention to suspend and the reason for it.

14.2.4. Right of termination

The obligations under the Compliance Clause are of essential importance to Decathlon. Accordingly, and without prejudice to all other rights or remedies that Decathlon may have under the Compliance Clause or the law (including, where applicable, the implementation of remedial measures and the right to compensation for breach of contract), Decathlon has the right to terminate the Agreement and any other commercial relationship between the Parties if Decathlon is of the good-faith opinion that the Anti-Corruption Legislation, the Trade Restriction Legislation, or the Compliance Clause has been materially violated by the Partner, provided that Decathlon has notified the Partner in writing of the intention to terminate the Agreement and the reason for it.

14.2.5. Indemnity

The Partner undertakes to indemnify and hold Decathlon harmless from and against all claims, demands, losses, fines, costs, and expenses that are directly or indirectly related to any violation of the Anti-Corruption Legislation, the trade restriction legislation, or the Compliance Clause.

ARTICLE 15 – AUDIT

15.1. During the term of the Agreement and up to two (2) years after its termination, Decathlon is entitled to have an internal or external auditor perform an audit up to once a year with regard to the Partner's compliance with the obligations under the Agreement. The Partner will provide its full cooperation with such an audit. This includes, but is not limited to, providing timely access to books, documents, and other data carriers and providing all data and information for the purpose of the audit, as well as providing access to Decathlon or a third party engaged by Decathlon to the places where the work is performed.

15.2. The audit will be announced in writing and in a timely manner and will take place in a way that obstructs the Partner's business operations as little as possible. During the audit, Decathlon and/or a third party engaged by Decathlon will adhere to the Partner's internal (house) rules.

15.3. Unless the auditor identifies irregularities, the costs of engaging the auditor(s) will be borne by Decathlon. The Partner is responsible for his own costs as a result of the audit.

ARTICLE 16 – ASSIGNMENT AND ENGAGEMENT OF THIRD PARTIES

16.1. The Partner 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 its prior written consent.

16.2. The Partner is not permitted to engage third parties for the performance of the Agreement, unless Decathlon has given its prior written consent. The

Partner remains fully liable and responsible for all obligations related to the performance of the Agreement, even after consent has been given.

ARTICLE 17 – APPLICABLE LAW AND COMPETENT COURT

The Agreement is governed by and construed in accordance with Belgian law. The application of the Vienna Sales Convention is excluded.

The Agreement is primarily based on the good faith and the will of the Parties who undertake to settle disputes amicably.

Any disputes arising from or related to the Agreement or further agreements arising therefrom will be submitted exclusively to the competent Dutch-speaking court of Brussels.

ARTICLE 18 – NOTIFICATION

Any notice or other formal communication made under the Agreement will be in writing and may be delivered in person or sent by ordinary mail or electronic mail to the contact details stated on the Offer or purchase order.

ARTICLE 20 – FINAL PROVISIONS

19.1. Each Party declares and guarantees that it will comply with all applicable national and international rules on ethical and responsible behavior throughout the entire duration of this Agreement, including, but not limited to: applicable laws and regulations on health and safety, environment, taxes, and competition.

19.2. Both Parties, their affiliates, directors, officers, agents, service providers, contractors, and any person acting on their behalf or with their consent, will not give, offer, request, or accept any benefit from any person, directly or indirectly, with the aim of unduly influencing the actions or decisions of any person or entity in connection with this Agreement, including, but not limited to, its implementation, performance, or termination. The Partner declares to have taken note of Decathlon's Code of Conduct for commercial partners and undertakes to comply with it.

19.3. In the event that a clause of the GTC proves to be null and void or unenforceable, the validity of all other clauses of the Agreement will not be affected and will remain fully in force. The Parties will make all reasonable efforts to replace the invalid or unenforceable provision with a valid provision whose effect approximates the intended effect of the invalid or unenforceable provision as closely as possible.

19.4. The Parties agree that a digital signature is deemed to have the same legal validity and evidential value as a handwritten signature, provided it meets the requirements of the applicable legislation on electronic signatures (including, but not limited to, the eIDAS regulation (EU) no. 910/2014, if applicable). The Parties agree that this Agreement can be signed digitally.

19.5. The fact that Decathlon or the Partner waives the

application of any provision of the GTC, on a permanent or temporary basis, will in no case be considered a definitive nullity of the provision in question.