

MARKETPLACE VENTE-UNIQUE.COM

VENTE-UNIQUE.COM, a public limited company with a board of directors, with a share capital of €97,724.73, registered with the Bobigny Trade and Companies Register under number 484 922 778, whose registered office is located at 9/11 Rue Jacquard, 93310 Le Pré-Saint-Gervais, France (hereinafter referred to as the "Operator"), creates and operates a marketplace (hereinafter referred to as the « Marketplace").

Through the Marketplace, VENTE-UNIQUE.COM offers a service that facilitates the connection between professional sellers (hereinafter referred to as the "Sellers") and individual or professional buyers (hereinafter referred to as the "Buyers") for the online sale of new products from referenced categories (hereinafter referred to as the "Products") and services related to the sale of these Products.

The company signing this Contract has expressed a desire to benefit from the Services of the Marketplace in order to offer its Products and related Services for sale on the latter.

It is in this context that the Parties have come together to enter into this Contract. The Seller acknowledges that the Operator has provided all useful and necessary information to assess the suitability of the Services for its needs, has answered its questions, and has conducted any demonstrations regarding the Services described below, enabling the Seller to enter into this Contract with full knowledge of the facts.

It is reiterated that VENTE-UNIQUE.COM, as an online platform operator, acts solely as a host of third-party Sellers' offers and as a technical intermediary making possible the connection between a Seller and a Buyer. VENTE-UNIQUE.COM can in no way be considered a reseller of the Products listed by the Sellers. Any sale made through the Marketplace is governed by the General Terms and Conditions of Sale specific to each Seller, with VENTE-UNIQUE.COM not being a party to this sales contract at any time.

The present agreement, which excludes any relationship of subordination, does not in any way grant the Seller the status of an employee, representative, agent, or proxy of the Operator. The Parties further declare that this agreement cannot under any circumstances be considered as an act constituting a legal entity or any form of corporate body, and any notion of "*affectio societatis*" is expressly excluded from their relationship.

The purpose of this Contract is to set forth the terms and conditions under which the Services will be provided by the Operator to the Seller, as well as the respective rights and obligations of each Party.

The Contract is composed of :

- **General Terms of Service (GTS)**
- **Annex 1 - KPIs**
- **Annex 2 - Applicable Specific Provisions**

GENERAL TERMS OF SERVICES

1. Definitions

For the purposes of this Contract, the terms and expressions listed below, with their initial letters capitalized, shall have the meanings attributed to them as follows. These terms shall have the same meaning in both singular and plural forms.

- **"Buyer"**: refers to any natural or legal person placing an Order for a Product from the Seller through the Marketplace. The Buyer may be:
 - **"Consumer Buyer"**: refers to any person who guarantees having the status of a consumer as defined by French law and case law. In this regard, it is expressly stated that the Consumer Buyer is a natural person acting for purposes that do not fall within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity.
 - **"Professional Buyer"**: refers to any person who guarantees having the status of a professional as defined by French law and case law. In this regard, it is expressly stated that the Professional Buyer is a natural or legal person, whether public or private, acting for purposes within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity.
- **"Order"**: refers to the purchase made by a Buyer of a Product sold on the Marketplace by a Seller.
- **"Seller Account" or "Back Office"**: refers to the interface that allows the Seller to access their personal space, accessible by means of Identifiers.
- **"General Terms of Use" or "GTU"**: refers to the terms governing the use of the Marketplace by any User of it.
- **"General Terms and Conditions of Sale" or "GTCS"**: means the Seller's own terms and conditions of sale governing the Order.
- **"Contract"**: encompasses these General Terms of Service and the annexes, as well as any specific conditions agreed upon between the Operator and the Seller.
- **"Elements"**: refers to all information, texts, logos, trademarks, animations, designs and models, photographs, data, hyperlinks, and generally all content of the Seller published on the Marketplace according to the modalities, form, and conditions offered to them as part of the Services.
- **"Product Page"**: refers to the page presenting the characteristics, legally required essential information, Elements, and photographs associated with a Product and related Services.
- **"Business Hours"**: refers to the hours from 9 AM to 6 PM, Monday through Saturday, excluding Sundays and public holidays.
- **"Identifiers"**: refers to the login or email address and password of the Seller allowing them to access their Back Office.
- **"Confidential Information"**: refers to all financial, legal, technical, commercial, and strategic information, as well as data, documents of any kind, designs, concepts, manufacturing secrets, know-how, information systems, and software transmitted or made known to a Party under the Contract, regardless of the form and/or media used.

- **"Delivery"**: refers to the delivery service of the Order by the Seller or any person authorized by them to the delivery location provided by the Buyer. Delivery is deemed completed upon confirmation of receipt of the Order by the Buyer or, if no confirmation is provided by the Buyer, upon the expiration of a period of 21 days from the date of delivery provided by the Seller.
- **"Marketplace"**: refers to the VENTE-UNIQUE Marketplace accessible at the website indicated in Annex 2 - Applicable Specific Provisions.
- **"Operator"**: refers to the company Vente-Unique.com as identified at the beginning of this document.
- **"Parties"**: in the plural, refers to both the Operator and the Seller together. In the singular, refers to either Party individually.
- **"Payment Service Provider" or "PSP"**: refers to the company, holding a banking license, providing payment services to Sellers through the Operator to enable them to collect payments from Buyers.
- **"Related Service"**: refers to any service offered by the Seller in connection with the sale of a Product (such as delivery, assembly, or collection).
- **"Product"**: refers to any new product listed and authorized on the Marketplace for sale by a Seller.
- **"Profile"**: refers to the page containing a presentation of the Seller, their Product Pages, and reviews collected from Buyers who have purchased those Products on the Marketplace.
- **"Services"**: refers to the Services provided by the Operator to the Seller as described in Article 2.
- **"User"**: refers to any person navigating the Marketplace, whether a Seller, Buyer, or simply a web visitor.
- **"Seller"**: refers to the Seller who meets the listing criteria outlined in Article 3.1 and whose Products are listed on the Marketplace. The Seller guarantees that they possess the status of a professional as defined by French law and case law. In this regard, it is expressly stated that the Seller is a natural or legal person, whether public or private, acting for purposes within the scope of their commercial, industrial, artisanal, liberal, or agricultural activity.

2. Description of the Services

The Marketplace provides the Seller with a software architecture and technical means to present their Product offers and related Services, and to be connected with Buyers, thereby facilitating the conclusion of sales where applicable.

3. Listing Process

3.1. Listing Criteria

Any Seller wishing to be listed on the Marketplace must meet the conditions described in Annex 2 – Applicable Specific Provisions.

The Seller guarantees the authenticity and accuracy of the information provided. Any failure to comply with this obligation may result in suspension pursuant to Article 11, or even termination of the Contract under the conditions specified in Article 12.

The Seller certifies to the Operator that they commit to providing only products or services compliant with Union law in accordance with Regulation 2022/2065 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of October 19, 2022.

The Operator reserves the right to verify or have verified all or part of the information provided.

3.2. Listing Request

The Seller must submit a listing request on the Marketplace accompanied by all documents and information requested by the Operator.

This Contract will come into effect subject to the Operator's acceptance of the Seller's registration. The Seller is informed that any registration request on the Marketplace that does not include all requested information will be rejected.

The Seller will be able to access the Services via their Back Office available on the Marketplace.

3.3. Acceptance of the Contract

Any registration of the Seller on the Marketplace and the use thereof implies the Seller's unconditional and unrestricted acceptance of this Contract. This Contract aims to specify the conditions under which the Seller may benefit from the Services offered by the Marketplace, as well as their rights and obligations arising from the use of said Services. The Contract may be amended at any time by the Operator. Any modification of this Contract will be notified to the Seller on a durable medium at least fifteen (15) days before the changes take effect.

In the case of substantial modifications to these terms, the following scenarios apply:

- If the Seller consents to the said substantial modifications, they will automatically come into effect on the date specified in the notification.
- If the Seller refuses the substantial modifications, they may terminate the Contract before the end of the notice period. Such termination will take effect within fifteen (15) days following

the Operator's receipt of the Seller's letter informing them of the decision to terminate the Contract.

The Seller expressly agrees that their silence following notification of the modification of the Contract shall be considered as acceptance of the changes made.

The Operator shall not be required to adhere to the aforementioned notice period if the proposed modification results from:

- A legal or regulatory obligation;
- An unforeseen and imminent danger requiring the Operator to make an immediate change in order to protect the Services offered, consumers, or Sellers from fraud, malware, spam, personal data breaches, or other cybersecurity risks.

3.4. Opening of an Account with the Payment Service Provider (PSP)

The payment service allowing the Seller to receive payments from the Buyer is provided by a Payment Service Provider (PSP). It is specified that opening a payment account with the PSP is mandatory. Failure to do so will prevent the Seller from being listed on the Marketplace.

To benefit from the payment services, the Seller must accept the PSP's General Terms and Conditions on the PSP's website when opening their payment account.

In order to enable the PSP to comply with its obligations regarding counter-terrorism and anti-money laundering, applicable laws and regulations, and KYC ("Know Your Customer") requirements, the Seller must, at the time of entering into the contract with the PSP and subsequently upon the PSP's request, provide information about themselves, their activities, and their shareholders.

It is understood between the Parties that this Contract and the contract with the PSP are interdependent. Thus, the Operator may freely, automatically, and without delay terminate this Contract if the contract between the Seller and the PSP terminates for any reason.

3.5. Creation of the Seller Account

The Seller Account will be accessible using Identifiers. The Seller is obliged to keep the Identifiers strictly confidential, take all necessary measures to preserve their confidentiality, and notify the Operator of any unauthorized or fraudulent use of their Back Office or Identifiers as soon as they become aware of it, by any means.

By express agreement between the Parties, any operation carried out using the Seller's Identifiers is deemed to originate from the Seller, who alone is responsible for it. Under no circumstances shall the Operator be held liable for any damage suffered by the Seller due to unauthorized or fraudulent use of their Back Office or Identifiers, except in cases where the Operator has failed in its data security

obligations as specified in Article 32 of the GDPR and/or if the Seller has been a victim of fraud committed by a third party.

3.6. Duration

The Contract is concluded for an indefinite duration, notwithstanding the termination rights available to each Party in accordance with Article 12.

4. Sales Conditions and Orders

4.1. Product Listings / Product Pages

Product offers are ranked in accordance with the General Terms of Use of the Marketplace.

The Operator may modify the ranking criteria at any time. Any modification will be communicated to the Seller at least fifteen (15) days before the changes take effect.

4.2. Product Pricing

The price of Products offered for sale on the Marketplace is set freely by the Seller, in compliance with applicable laws and regulations. The Seller must ensure that their pricing policy is consistent with that applied on their own online store or other marketplaces.

Prices must be indicated in euros, inclusive of all taxes, and exclude delivery costs or any other services requested by the Buyer, which will be added to the Product price before the Buyer confirms the Order.

The Seller may change their prices at any time, provided that any Order placed by a Buyer at the previously applicable price cannot be modified or canceled.

The Seller is free to determine their promotional policy. They may apply promotional offers to their Products in compliance with current laws and regulations. They may choose whether or not to participate in promotions organized by the Operator for their own Products. Participation in a promotional event requires the Seller to upload the relevant offers no later than twenty-four (24) hours before the start of the promotion and to maintain these offers throughout the duration of the event, within the limits of the number of Products benefiting from the offer as specified by the Seller.

4.3. Product Availability

The Seller must proactively manage the inventory of Products listed on the Marketplace to avoid any stock shortages or delays in the delivery of Products to the Buyer.

The Seller does not have the option to refuse an Order on the Marketplace. Therefore, they must be diligent in providing accurate information in their Product Pages, particularly regarding the availability of their Products.

4.4. Orders

The Seller will be notified via email or through their Seller Account of any Product sales on the Marketplace.

The Seller agrees to fulfill any Orders placed and to ship the Products within the specified timeframes.

In the event of non-compliance with the Orders, the Operator may suspend or terminate this Contract in accordance with Articles 11 and 12.

4.5. Shipping and Delivery of the Order

The Product must be packaged and wrapped in a manner that ensures adequate protection and prevents any risk of damage during handling and delivery. The Seller agrees to ship the Product within the timeframes specified in the Product Page and in accordance with the delivery method chosen by the Buyer.

The Seller must promptly inform the Buyer of any status changes related to their Order through the Marketplace.

4.5.a) Regarding Delivery to Consumer Buyers

The Seller acknowledges that they will remain responsible towards the Consumer Buyer under the conditions described in Annex 2 - Applicable Specific Provisions..

4.5.b) Regarding Delivery to Professional Buyers

Unless otherwise agreed specifically between the Seller and the Professional Buyer, the transfer of risk of theft, loss, deterioration, or destruction transfers at the time of Delivery or when the goods are handed over to a carrier at the time of delivery to the first carrier or occurs under the conditions described in Annex 2 - "Applicable Specific Provisions."

4.6. Right of Withdrawal for Consumer Buyers

The Seller acknowledges that the Buyer has a right of withdrawal under the conditions specified in Annex 2 - Applicable Specific Provisions.

4.7. Customer Service

The Seller must provide quality customer service to Buyers in good faith. The Seller agrees to provide a conclusive response within twenty-four (24) working hours from the Buyer's request.

All communications between the Seller and the Buyer must be conducted through the Marketplace using the messaging tool. Written exchanges outside of the Back Office are strictly prohibited. Any telephone conversations with a Buyer must be recorded in MIRAKL to ensure traceability of communications.

Any after-sales service requests must be meticulously documented and regularly monitored by the Seller. Any refunds to the Buyer must be processed by the Seller through their Seller Account, and the Seller is prohibited from issuing any refunds to the Buyer outside the Marketplace.

The Seller is responsible for implementing the legal warranties applicable to the Products with respect to the Buyers.

The Operator reserves the right to intervene in handling any Buyer complaints in the event of Seller failure, should the Buyer request such intervention. The Seller will be solely responsible for organizing the return of the Product if necessary, covering the associated costs, and managing the risks related to the return.

5. Financial Terms for Purchases Made Through the Marketplace

5.1. Payment Terms

Payment for an Order by a Buyer can only be made using the payment tools available on the cart page. The amounts paid by the Buyer will be held by the PSP until the funds are transferred to the Seller under the conditions specified in Article 6.4.c below.

5.2. Invoicing

The Seller must issue an invoice to each Buyer within the timeframes and by the means required by applicable legislation (either paper format and/or electronic format accessible from the Buyer's account).

5.3. Payment of All Taxes, Duties, and Environmental Contributions by the Seller

The Seller shall be solely responsible for paying all taxes, duties, and environmental contributions applicable to them to the relevant authorities and administrations, without the Operator being held liable or responsible for such payments.

6. Seller's Obligations

6.1. Compliance with Referencing Criteria and KPIs

The Seller agrees to maintain and comply with the referencing criteria listed in Article 3.1.

To uphold a high level of quality on the Marketplace, the Seller also agrees to adhere to the KPIs (**Annex 1**).

In the event of non-compliance with these commitments by the Seller, the Operator may delist, either partially or entirely, temporarily or permanently, the Seller and/or their Product Pages.

6.2. Product-Related Obligations

6.2.a) Compliance of Products with Applicable Regulations

The Seller guarantees that the Products offered for sale on the Marketplace comply with all applicable local and European standards. The Seller is responsible for ensuring that Products comply with any future legislation as applicable. The Seller is solely responsible for the conformity and safety of their Products.

The Operator reserves the right to conduct inspections at any time. Any failure to comply with the applicable standards for Products or to conduct required testing may result in suspension and termination under the conditions set forth in Article 12.

The following are explicitly prohibited for sale on the Marketplace:

- Products from categories not referenced by the Operator;
- Products that could damage the brand image of VENTE-UNIQUE.COM;
- Refurbished and second-hand products;
- Products that may only be sold within a selective or exclusive distribution network;
- Products that violate current laws and regulations;
- Products for which the Seller cannot present all required authorizations for sale on the Marketplace;
- Products that are hazardous, especially to health, safety, and the environment;
- Products whose trade is illegal or prohibited;
- Counterfeit products;
- Products that infringe on third-party rights;
- Discriminatory products;
- Products that incite hatred or violence;
- Products from countries or territories under embargo or subject to international sanctions;
- Products that offend public morals or order, or stolen products.

6.2.b) Product Listing

The Seller is required to create a listing for each Product, providing all necessary Elements required by applicable legislation. This includes, but is not limited to, the Product ID, SKU, product name, description (following the recommendations provided by the Operator and the style guide), photographs of the Product, including at least one contextual photograph, and relevant keywords for search purposes. All information must be provided in the language of the country where the site operates.

The Product description must include all essential characteristics of the Product and all useful and necessary information to adequately inform Buyers, including any risks associated with the use of the Product where applicable. It must also specify the available Delivery methods and times based on the Delivery address.

The Seller agrees not to list a Product if the technical architecture of the Marketplace does not support providing all essential and/or mandatory information due to the Product's specificities.

The Seller acknowledges and agrees that the Products they offer for sale on the Marketplace may also be listed by other Sellers on the Marketplace or by VENTE-UNIQUE.COM itself.

The Seller remains solely responsible for providing and ensuring the compliance of all information required by law or regulation, for the accuracy and up-to-date nature of such information, and must accordingly review and make necessary updates as needed.

The Seller must clearly state their return and product take-back policy.

The Seller agrees not to disseminate any Elements, data, or information that contravenes public morals or order.

Any requests or claims regarding the Products and their characteristics must be handled by the Seller, who will assume full responsibility for such matters.

6.2.c) Rights on Products

The Seller guarantees that they either own the Products listed for sale on the Marketplace or have the right to sell them. If applicable, the Seller certifies that they hold all necessary authorizations from the selective or exclusive distribution network to which they belong.

The Seller agrees to provide the Operator with any documents proving their rights to the Products within twenty-four (24) hours of the Operator's request.

Furthermore, the Seller guarantees that they have all necessary permissions to sell the Products on an online marketplace within the local and European territories.

In accordance with Article 8.3, the Seller declares that they hold all intellectual property rights to the Products sold on the Marketplace and will handle any potential third-party claims regarding these rights.

6.3. Relations with Buyers

The Seller acknowledges that by offering their Products for sale on the Marketplace, they also represent the image of VENTE-UNIQUE.COM.

The Seller agrees to fully handle all after-sales service for Products and Services sold through the Marketplace. Any inquiry or complaint from a Buyer or prospect directed to VENTE-UNIQUE.COM regarding the Seller's Products and Services will be redirected to the Seller, who commits to addressing it with the required diligence and in accordance with Article 4.7.

The Seller commits to providing a conclusive response to the Buyer within twenty-four (24) Business Hours from receiving the request. They must use clear, respectful language without abbreviations. The Seller also agrees to offer customer service that can communicate in English if necessary.

6.4. Financial Terms

6.4. a) Payment for Services

- **Monthly Subscription**

The monthly subscription fees for the Marketplace are detailed in Annex 2 – Specific Provisions Applicable.

- **Commissions per Product Category**

The Operator will collect a commission on each Product ordered by a Buyer, as defined in Annex 2 – Specific Provisions Applicable.

6.4.b) Payment Terms

The Seller expressly agrees that the amounts owed for Orders will be automatically deducted by the PSP.

Therefore, the PSP will transfer to the Seller the amount received for Orders, less any amounts owed to the Operator under these terms.

Payments will be made by bank transfer to the Seller's bank account on the 1st, 11th, and 21st of each month, provided that the Product has been delivered to the Buyer, the consumer's right of withdrawal has expired, and no claim is pending regarding the Product from the Order.

In the event that the amounts held by the PSP are insufficient to cover the sums owed by the Seller to the Operator, the Seller agrees to pay the outstanding amounts upon receipt of the invoice sent by the Operator.

6.4. c) Late Payment

In the event of non-payment or late payment, late penalties will be calculated as follows:

Late Penalties = (Invoice amount including VAT × Applicable Legal Rate for the semester) × (Number of days of delay in the semester / 365).

The Applicable Legal Rate is defined as the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points.

Late penalties are due on the day following the payment date specified on the invoice, without the need for any prior notice

Any Seller in arrears is automatically liable to the Operator for a fixed compensation amount of 40 euros for recovery costs. If the actual recovery costs incurred exceed this fixed compensation amount, the Operator may request additional compensation, upon justification.

6.5. Seller's Obligation of Loyalty

The Seller agrees not to contact Buyers directly to sell their Products outside of the Marketplace or to promote their Products, services, or business directly to Buyers.

The Seller is also prohibited from offering Buyers any benefit in exchange for a positive review of themselves or their Products.

The Seller agrees to:

- Not use the Marketplace to redirect Customers to their own website or to commit crimes, offenses, or contraventions punishable by the Penal Code or any other law or regulation;
- Not attempt to undermine the automated data processing systems used for operating the Marketplace;
- Respect the privacy of third parties and the confidentiality of exchanges with the Operator;
- Not violate or attempt to violate the security or integrity of the Marketplace, nor communicate any misleading information or use information for unlawful purposes;
- Comply with all applicable laws and regulations, including but not limited to laws governing online communication (such as the GDPR)
- Ensure that their suppliers and manufacturers comply with European legislation related to the general safety of Products, as well as national and European laws, standards, and regulations, including but not limited to, compliance with the general safety requirement (Directive EU

2001/95), compliance with sector-specific regulatory requirements, compliance with claims associated with Products, etc.);

- Not publish defamatory content;
- Not engage in substantial extraction of content from the Marketplace.

Moreover, the Seller agrees to comply with the obligations described in Annex 2 – Specific Provisions Applicable.

6.6. Assurances

The Seller declares that they are insured for professional civil liability with a solvent insurance company, covering all material and immaterial damages resulting from their activity. Upon request from the Operator, the Seller must provide proof of this insurance with a valid certificate detailing the guaranteed amounts, deductibles, and exclusions.

7. Obligations of the Operator

The Operator commits to providing the Services in compliance with the applicable rules related to the purpose of the Contract, including industry standards, local and European regulations, laws, decrees, and administrative or professional texts.

It is expressly agreed between the Parties that the Operator is bound by a general obligation of means and is not subject to any obligation of result or reinforced means of any kind.

7.1. Accessibility to the Marketplace

The Operator agrees to make every effort to ensure the Marketplace is accessible 24/7, except in cases of force majeure or events beyond the Operator's control, and subject to any necessary maintenance or interventions required for the proper functioning of the Marketplace.

The Operator reserves the right to temporarily interrupt access to the Marketplace or suspend all or part of the Services for maintenance reasons, improvements, installation of new features, functional audits, or in the event of a malfunction or potential malfunction.

The Operator shall not be held responsible for disruptions, outages, and anomalies not caused by the Operator, such as issues affecting internet transmission and more generally communication networks, regardless of their magnitude and duration.

7.2. Maintenance operations

7.2.a) Corrective Maintenance

The Operator commits to making every effort to carry out the necessary technical corrections to the Marketplace regarding any functional anomalies and/or non-compliance with applicable security standards.

The Operator provides Sellers with a support service accessible via email at support_marketplace@vente-unique.com from 9 AM to 6 PM, Monday through Friday.

The Seller will be responsible for the costs associated with corrective maintenance required due to any malfunction resulting from:

- Improper use of the Marketplace or Services by the Seller;
- Non-compliance by the Seller with the obligations under this Agreement;
- Inadequate training of the Seller's personnel;
- Insufficient details in any error report sent to the Seller, after acceptance of the quote provided by the Operator.

7.2.b) Evolution of the Marketplace

It is expressly agreed between the Parties that the Marketplace and the Services covered by this Agreement may be subject to changes decided by the Operator to adapt to technological advancements or to optimize its Services.

In this case, the Seller agrees to accept these changes after being informed in advance by the Operator. If the Seller does not accept these changes, they will have the option to terminate this Agreement according to the terms specified in Article 12.

7.2.c) Security

The Operator commits to making every effort to:

- Ensure logical and physical security of its information systems;
- Minimize the risk of a security breach.

The Operator thus commits to protecting the Elements provided by the Seller and to optimizing the conditions for selling Products through the Marketplace.

7.2.d) Data Retention

The Operator adheres to the legal retention periods for the Seller's data in accordance with Annex 2 – Specific Applicable Provisions.

In case of termination of the Contract, the procedures for deleting Content are detailed in Article 15. Duration of the Contract.

7.3. Financial Transparency

The Operator informs the Seller that they must comply with their fiscal and social obligations concerning their activity and transactions on the Marketplace, in accordance with Annex 2 – Specific Applicable Provisions.

8. Intellectual Property

8.1. License to Use the Marketplace

The Operator grants the Seller a non-exclusive license to use the Marketplace and any associated software necessary.

This license is non-exclusive, non-transferable, and should not be considered as a transfer of ownership of any kind to the Seller. The Seller is therefore prohibited from assigning, exchanging, lending, renting, or granting to a third party, even free of charge, any right of use granted by this Contract.

The license is granted worldwide, for the entire duration of this Contract, in exchange for the amounts agreed upon in Article 6.4 of this Agreement.

Furthermore, it is reminded that any use not in accordance with the license may result in legal action and constitutes grounds for termination under the conditions specified in Article 12 of this Agreement.

8.2. Intellectual Property of the Operator

The Seller acknowledges the Operator's intellectual property rights over the Marketplace, its components, and related content, and waives any right to challenge these rights in any form.

Content on the Marketplace – except for Seller Elements not included in the scope of the license – is the exclusive intellectual property of the Operator and/or its partners and cannot be reproduced, used, or represented without the express permission of the Operator under penalty of legal action.

Any total or partial representation of the Marketplace and its content, by any means, without the prior express authorization of the Operator is prohibited and will result in legal action.

In particular, the Operator expressly prohibits:

- Extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of its database to another medium, by any means and in any form;
- Reuse, by making available to the public all or a qualitatively or quantitatively substantial part of the database content, in any form;

- Reproduction, extraction, or reuse, by any means, including methods similar to content scraping (photographs, descriptions, etc.) published by the Operator.

8.3. Intellectual Property of the Seller

The Seller declares that they hold all intellectual property rights over the Elements published on the Marketplace and will handle any third-party rights related to these Elements (photographers, publishers, etc.).

The Seller declares that these Elements do not infringe on any third-party rights, including that they do not constitute a copyright infringement or act of unfair or parasitic competition on a pre-existing work and that they do not violate any third-party intellectual property rights. The Operator reserves the right to immediately remove any offer subject to a claim as detailed in Article 15.2 of the Contract.

For the execution of this Contract and the proper functioning of the Marketplace, the Seller grants a free, non-exclusive license to the Operator to use, reproduce, represent, adapt, and make available to the public the Product Sheets and Elements, including any works protected by copyright and any visible distinctive signs for the execution of this Contract and any associated contract.

In particular, the Elements and content of the Product Sheets may be used on any promotional material created by the Operator.

This license is valid worldwide for the entire duration of this Contract and for the entire duration of copyright protection as defined by law.

The Operator shall not be held responsible for any copying, infringement, imitation, and generally any reproduction and representation of all or part of the Elements published by the Seller.

In this regard, the Seller indemnifies the Operator against any claims or actions that may be brought by any third party. The Seller is responsible for all legal fees and expenses incurred in the context of any legal proceedings.

9. Personal Data

Each Party guarantees the other party compliance with the legal and regulatory obligations incumbent upon them regarding the protection of personal data.

In the context of this article, the term “Applicable Regulation” refers to any regulation applicable to the processing of personal data carried out under this Contract, including Regulation (EU) 2016/679 of April 27, 2016 (GDPR) and the national legislations of Member States concerning the protection of personal data of individuals currently in force or to come, as well as any new law or regulation that may amend or replace them, decrees and orders issued for their application, and all decisions, opinions, and guidelines adopted or to be adopted by the competent data protection authorities.

9.1. Regarding Data Processing by the Operator

In the context of the Services, the Operator is responsible for processing as it collects and processes personal data, including during the Seller's registration.

This data is processed solely to:

- Provide access to the Marketplace and Services;
- Respond to information requests;
- Send our newsletter and commercial offers;
- Manage and track Orders;
- Handle requests related to GDPR rights and the Data Protection Act;
- Ensure the proper functioning and continuous improvement of the Marketplace and its features.

All Seller data will be processed in accordance with these purposes.

The Seller's personal data is retained for the entire duration of the Contract and for an additional period of five (5) years from the end of the contractual relationship, and is intended for the Operator as well as all service providers associated with the functioning of the Marketplace.

The Seller specifically benefits from the following rights:

- The rights to access, rectification, updating, portability, and deletion of their information, as well as the right to restrict processing in accordance with the Applicable Regulation;
- The right to object in cases provided by the Applicable Regulation;
- The right to determine the fate of their data after death and choose whether to communicate their data to a third party previously designated to the Operator. In the event of death and in the absence of instructions from the Seller, the Operator agrees to destroy the data, unless retention is necessary for legal purposes or to meet a legal obligation.

The Seller can exercise their rights by:

- Filling out the contact form on the Marketplace website under the Marketplace section;
- Sending a request by email to dpo@vente-unique.com.

The Seller also has the option to lodge a complaint with the competent supervisory authority.

9.2. Regarding Data Processing by the Seller

The Seller acts as the data controller for the personal data of Buyers who order Products through the Marketplace. As such, the Seller guarantees that it processes this data in compliance with the rights and obligations arising from the Applicable Regulation.

These processing activities have the following purposes:

- Order tracking and management;
- Delivery of Products and, if applicable, product returns;
- Provision of after-sales service, if applicable.

As the Operator and the Seller independently determine the modalities and purposes of the processing, the Parties are considered to be separate data controllers.

The Seller must implement all necessary technical and organizational security measures to ensure the safety and confidentiality of personal data.

The Seller must ensure that any third-party service providers it engages comply with the same obligations.

The Seller must transparently communicate to Buyers how their personal data is processed. Specifically, the Seller must provide an email address and a postal address allowing Buyers to exercise their rights of access, rectification, deletion, objection, restriction of processing, portability, and not to be subject to automated individual decisions.

10. Operator's Liability

The Seller may hold the Operator liable only after having notified the alleged breach by registered letter with acknowledgment of receipt and if the Operator has not responded within thirty (30) days from the receipt of such notice. In any event, it is reminded that the Operator's liability can only be pursued in the case of proven fault.

The Operator will be automatically released from any commitment and liability related to:

- The execution of the Order and the General Terms and Conditions (GTC) concluded between the Seller and the Buyer;
- The Elements, content, and information published by the Seller on the Marketplace;
- Any failure of the Seller to comply with its legal and regulatory obligations;
- Direct or indirect damage, material or bodily, suffered by a Buyer due to a Product from the Seller;
- Force majeure as defined by applicable law and jurisprudence;
- Unavailability of the Services or the Marketplace due to maintenance operations, a third party, or an external cause beyond the Operator's control;
- Breach of these terms by the Seller or the General User Conditions (GUC) by a User.

The Seller acknowledges that the Operator's liability cannot be engaged in case of malfunctions or interruptions of the transmission networks or the Seller's or Marketplace user's computer equipment.

The Operator disclaims any responsibility for data loss, intrusions, viruses, service interruptions, or other issues beyond the Operator's control.

The conditions for ranking offers are detailed in the GUC. Unless the Seller has subscribed to an optional dedicated service, the Operator is in no way responsible for the poor positioning of the Seller's offers on the Marketplace.

Under no circumstances shall the Operator's liability be sought by the Seller, regardless of the type of action taken, for any indirect damage, including but not limited to financial or commercial loss, loss of profit, commercial disturbance, loss of earnings, third-party damages, or actions taken by third parties against the Seller and their consequences, related to these terms or their execution.

The Seller is solely responsible for any direct or indirect, material or immaterial damage caused by itself or its agents to the Buyer, the Operator, or third parties resulting from its use of the Services.

In any case, it is expressly agreed between the Parties that if the Operator's liability were to be engaged under this Contract, it would be limited to direct damages only and all claims combined, to the amounts paid by the Seller to the Operator during the three (3) months preceding the claim.

The Parties expressly agree that the Operator may use external service providers to perform all or part of the Services. In such cases, the Seller will be informed, upon request, of the guarantees and service levels provided by the external service provider, which will be binding on them. In any case, the Operator will remain the sole contact for the Seller in case of subcontracting and will only be liable if it is demonstrated that it has committed a serious fault or if the external service provider has not met the proposed guarantees and service levels. The liability cap provided in the preceding paragraph will also apply in this case.

It is expressly agreed between the Parties that the provisions of this clause will continue to apply even in the event of termination of these terms.

11. Suspension of Services

11.1. Suspension for Non-Compliance with KPIs

Annex 1 of this agreement outlines the quality commitments of the Seller concerning the Marketplace. If one or more of these KPIs are not met over a period of three (3) months, the Operator may suspend the Seller's Profile and Services.

Any refusal of an Order by the Seller will result in the automatic suspension of the Account.

11.2. Suspension for Seller's Breach of Obligations

The Operator may suspend the Seller's Profile immediately and without compensation to the Seller, provided that the Seller has been informed in writing of the reasons for the suspension at the time it takes effect.

The Seller must rectify the identified breaches within fifteen (15) days from receiving the written notice. The Seller may provide the Operator with any information and explanations regarding the alleged breaches. If, after this period, the Seller has not corrected the breaches or provided a satisfactory response, the Operator may, at its discretion, terminate this agreement and de-list the Seller's Profile from the Marketplace.

Reasons that may lead to the suspension of the Seller's Profile include:

- A continuous or repeated violation of these terms or applicable laws and regulations;
- Non-compliance with the license to use the Marketplace;
- Payment issues;
- Lack of cooperation from the Seller;
- Suspected infringement of third-party intellectual property rights;
- Unfair conduct towards the Operator;
- Indication of the Seller's domain name on the Marketplace;
- Posting unauthorized Product Listings or those infringing on third-party rights or exclusive or selective distribution networks;
- Providing false information to the Operator during the Seller's registration process on the Marketplace or failure to update such information during the Contract;
- Non-compliance by the Seller with its legal obligations towards the Buyer;
- Posting illegal content.

11.3 Suspension for Abusive Use of the Marketplace

The Operator may suspend the Seller's Profile for a reasonable period after issuing a prior warning to cease any abusive use of the tools provided, without compensation to the Seller, provided that the Seller has been informed in writing of the reasons.

Abusive uses include, but are not limited to:

- Frequent posting of clearly illegal Elements;
- Frequent submission of notifications of illegal content or manifestly unfounded Complaints through the notification mechanism and internal complaint handling systems as outlined in Articles 16 and 20 of the DSA.

The Seller is expressly informed that the Operator's decision, made in response to such abusive use, is based on a case-by-case assessment of the relevant facts and circumstances. This decision is provided in a timely, diligent, and objective manner.

The assessment of these circumstances includes at least the following elements:

- The number of clearly illegal Elements or notifications or manifestly unfounded Complaints provided over the year;
- The relative proportion of these elements compared to the total number of elements or information provided or notifications submitted over a given period;
- The severity of the abusive uses, including the nature of the illegal Elements and their consequences;
- If possible, the intention of the User.

For further details, the Seller is encouraged to review the Marketplace's GUC.

12. Termination

12.1. Termination at the Convenience of Either Party

The Contract is concluded for an indefinite duration. Either Party may terminate it by giving the other Party at least one (1) month's notice via registered letter with acknowledgment of receipt.

12.2. Termination Following the End of the Agreement Between the Seller and the PSP

The Contract and the agreement between the Seller and the PSP are interdependent contracts. Consequently, the Operator may terminate this Contract immediately and without delay if the agreement between the Seller and the PSP ends for any reason.

12.3. Termination for Non-Compliance with KPIs

If the Seller fails to meet the KPIs set out in **Annex 1** over a period of three (3) months, the Operator may terminate this Contract without delay.

In this case, the Operator is committed to providing the Seller with a detailed explanation of this decision without undue delay, on a durable medium, including references to the facts and specific circumstances, including third-party complaints.

12.4. Termination for Breach of Obligations by Either Party

In the event of a serious or repeated breach by either Party of at least one of its obligations under this Contract, the Contract may be terminated by the other Party thirty (30) days after sending a formal notice to comply, which remains unaddressed.

The formal notice, which must clearly state the grievances and the obligations allegedly breached, will be sent by registered letter with acknowledgment of receipt at least thirty (30) days before the termination takes effect.

In particular, the Contract may be terminated by the Operator for the Seller's failure to comply with the following obligations, without this list being exhaustive:

- Any non-compliance with the license to use the Marketplace;
- Providing inaccurate information to the Operator during the registration process;
- Failure to pay the monthly subscription fee or commissions due by the Seller;
- Posting Elements on the Marketplace in violation of third-party rights;
- Non-compliance by the Seller with any legislation or regulation applicable to its activity;
- Non-compliance by the Seller with its fiscal and social obligations;
- Non-compliance by the Seller with its duty of loyalty (Article 6.5);
- Repeated or prolonged failures to meet obligations;
- Fraud, money laundering.

12.5. Consequences of Contract Termination

Any termination, dissolution, or cancellation of the Contract automatically leads to the de-listing of the Seller's offers (Product Listings) and prevents the Seller from accessing the Services, except for processing Orders still in progress as of the termination date.

The Seller will not be released from its obligations towards Buyers. The Operator will refer any Buyer complaints related to Products ordered through the Marketplace back to the Seller.

Information related to the Seller will remain visible to all Buyers on the Marketplace for a period of two (2) years from the end of the Contract so that Buyers can contact the Seller regarding an Order.

The Operator will retain the right to communicate about its collaboration with the Seller for an additional period of twelve (12) months from the termination date.

The articles on Intellectual Property, Confidentiality, Data Protection, and Governing Law and Jurisdiction will remain applicable after termination under the conditions set forth in those articles unless expressly stated otherwise or required by legislative or regulatory provisions.

13. Environment

The Seller, whose sector of activity is subject to the principle of extended producer responsibility (EPR), must comply with the main obligations outlined, if applicable, in Annex 2 – Specific Applicable Provisions.

14. Confidentiality

Each Party agrees to use Confidential Information, directly or indirectly, in whole or in part, solely for the strict performance of this Contract.

Any unauthorized disclosure may hold the disclosing Party liable, regardless of the cause of the disclosure. The confidentiality obligations stipulated in this clause do not apply to any part of the Confidential Information to the extent that:

- (a) It was legally held by the receiving Party before its disclosure;
- (b) It has been legally disclosed to the receiving Party by a third party without disclosure restrictions;
- (c) It is subject to a legal obligation of disclosure by any competent court, authority, or administration to which the receiving Party cannot object.

This confidentiality clause shall remain in effect upon expiration of the Contract until the Confidential Information enters the public domain other than through a breach by the receiving Party.

15. Complaint/Claim Processing System

15.1. Complaint Processing System

The Operator provides Sellers with a complaint processing system that may address:

- An alleged failure by the online intermediation service to meet the obligations set out in Regulation (EU) 2019/1150 of the European Parliament and of the Council of June 20, 2019;
- Technological issues related to the Services provided by the Operator;
- Actions taken by the Operator or its behavior directly related to the Services provided.

In this context, the Seller can contact the Operator free of charge by sending an email to: service-marketplace@vente-unique.com.

The Operator commits to:

- Properly consider the complaints submitted and ensure any necessary follow-up to resolve the raised issue appropriately;
- Address complaints promptly and effectively, taking into account the significance and complexity of the issue raised;
- Respond to complaints based on the principles of transparency and equal treatment between equivalent situations, aiming for a bilateral resolution within a reasonable time frame;
- Communicate the outcome of the internal complaint processing to the concerned Seller, in a personalized manner and in clear and understandable terms;
- Publish annually (1) the total number of complaints received; (2) the main types of complaints; (3) the average time taken to process complaints; and (4) the results of complaints (in aggregate form).

15.2. Internal Complaint Processing System

15.2.a) Notification Mechanism and Moderation of Elements

The Seller acknowledges by this Agreement that the Operator acts as the host of the Elements published by the Seller on the Marketplace.

As such, the Operator reserves the right to remove any Element published on the Marketplace that has been reported and that it deems illegal within the meaning of Article 3 of Regulation (EU) 2022/2065 of the European Parliament and of the Council of October 19, 2022 (the "DSA").

In this context, a dedicated form is made available to all Users on the Marketplace, complying with the requirements of Article 16 of the DSA, to allow them to notify the Operator of Marketplace content, including Seller Elements, that they consider illegal or inconsistent with the Agreement or the General Terms of Use (hereinafter referred to as "the Notification").

Upon receipt of a Notification, the Operator commits to:

- Acknowledge receipt of the User's Notification if it includes their electronic contact details and inform them of the decision made regarding the reported content (hereinafter referred to as "the Decision »);
- Provide information to the content author regarding the Decision

Except for misleading commercial Elements and those with broad dissemination, each Decision made by the Operator will be accompanied by a clear and specific statement of reasons, particularly when it results in:

- A restriction of visibility of the said Element;
- A suspension of all or part of the Services offered on the Marketplace;
- A suspension or deletion of the relevant Back-Office.

In any case, the Operator will also inform the Users concerned by this content (the content author and the author of the Notification) about the possible appeals against its Decision, as specified in Article 15.2.b) of this Agreement.

In cases where Elements raise suspicion that a criminal offense posing a threat to the life or safety of one or more persons has been committed, is being committed, or is likely to be committed, the Operator will promptly inform the relevant law enforcement authorities.

15.2.b System for Handling Complaints Regarding the Operator's Decisions

The Operator provides Users with a free and electronic means to file Complaints against its Decisions made following received Notifications (hereinafter referred to as "the Complaints »).

In this context, Users are invited to submit a Complaint to the following email address: service-marketplace@vente-unique.com within six months of receiving the Decision.

Complaints may concern the Operator's decisions regarding:

- Whether or not to remove the information, make access to it impossible, or restrict its visibility;
- Whether or not to suspend or terminate, in whole or in part, the provision of the Service to Users;
- Whether or not to suspend or delete User accounts;
- Whether or not to suspend the ability to monetize the information provided by Users, to terminate this ability, or to otherwise restrict it.

In any case, the Operator commits to addressing each Complaint received in a timely, non-discriminatory, diligent, and non-arbitrary manner.

The Operator also commits to informing, as soon as possible, the Users concerned by the Complaints about the possibility of accessing out-of-court dispute resolution as provided in Article 21 of the DSA.

16. Mediation


In the event of a dispute between the Seller and the Operator, either Party may resort to mediation through one of the following mediators:

- The Mediator for Enterprises by submitting a request under the conditions specified here: <https://www.mieist.finances.gouv.fr/>
- The Paris Mediation and Arbitration Center by sending a request by email to mediation@cmap.fr or by mail to the following address: CMAP, 39 avenue Franklin Delano Roosevelt, 75008 Paris. Any request must include the required information here: <https://www.cmap.fr/le-cmap/nous-saisir/nous-saisir-en-mediation-en-tant-quentreprise/>

17. Governing Law and Jurisdiction

In the absence of an agreement reached within thirty (30) days following the notification of the dispute, the dispute will be brought before the courts within the jurisdiction of the Paris Court of Appeal, even in the case of multiple defendants or appeals for warranty, emergency procedures, conservatory measures, summary proceedings, or by petition.

Done in _____ on __/__/_____, in two (2) original copies.

For Vente-Unique.com	For the Seller
	<p>Company Name: Linens Diffusion</p> <p>SIRET Number/Registration number: 84470173000013</p> <p>VAT number: FR87844701730</p> <p>Phone number: +33761139089</p> <p>Head Office address: 97 RUE SAUVEUR TOBELEM, 13007 MARSEILLE</p>
<p>Signatory Name:</p> <p>Title:</p>	<p>Signatory Name: Baudino Romain</p> <p>Title: Gérant</p>
<p>Signature and stamp:</p>	<p>Signature and stamp:</p> <div style="text-align: right;"> <p>DocuSigned by:</p>  <p>219C8F25DFEF4E8...</p> </div>

ANNEX 1 - KPIS

	KPI
Note	>4
Incident Rate	<5%
Refund Rate	<5%
Response Time	24H
Late Shipping Rate	<4%

ANNEX 2 – SPECIFIC PROVISIONS APPLICABLE

FRANCE

Article 1. Provisions on Article 1 "Definition" "Marketplace"

The term "Marketplace" refers to the VENTE-UNIQUE Marketplace accessible via the French website: www.vente-unique.com.

Article 2. Provisions on Article 3.1 "Listing Criteria"

Any Seller wishing to be listed on the Marketplace must, in particular, meet the following conditions:

- Accept this Contract and the Marketplace's General Terms and Conditions (CGU);
- Act as a professional as defined by the preliminary article of the French Consumer Code;
- Provide and keep up-to-date all information and documents requested by the Operator, including those requested by the PSP;
- Offer Products that match the categories of Products available on the Marketplace;
- Provide all legally required information on their Product Listings (essential characteristics of Products, etc.);
- Have the capacity to provide Delivery and product return services in accordance with Law No. 2020-105 of February 10, 2020, known as the "AGEC" Law, in mainland France and Corsica;
- Not be subject to any of the measures related to the application of the provisions of Book VI of the French Commercial Code (On the Difficulties of Companies), including the appointment of an ad hoc administrator, conciliation procedure, safeguard procedure, judicial recovery, and liquidation, or any similar procedures, including those abroad.

Article 3. Provisions on Article 4.5.a) "Regarding Delivery to Consumer Buyers"

In accordance with Article L216-2 of the French Consumer Code, the Seller acknowledges that they will remain responsible to the Consumer Buyer for any claims or requests related to Delivery and cannot require the Consumer Buyer to contact the delivery service provider directly. It is specified that the risk of loss or damage to the Product is transferred to the Consumer Buyer when they or a third party designated by them physically takes possession of the Product.

Article 4. Provisions on Article 4.5.b) "Regarding Delivery to Professional Buyers"

In accordance with Article 1604 of the French Civil Code and unless otherwise agreed between the Seller and the Professional Buyer, the risk of theft, loss, deterioration, or destruction transfers at the time of Delivery or when the goods are handed over to a carrier at the time of delivery to the first carrier.

Article 5. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Consumer Buyer has a right of withdrawal under the conditions specified in Articles L.221-18 and following of the French Consumer Code and must outline the procedures for exercising this right in their General Terms and Conditions of Sale.

The Seller is explicitly informed that Article L221-20 of the French Consumer Code provides that if the information related to the right of withdrawal has not been provided to the Consumer Buyer in the conditions specified in 7° of Article L.221-5 of said Code, "the withdrawal period is extended by twelve months from the expiration of the initial withdrawal period, as determined in accordance with Article L.221-18."

The Seller may offer Consumer Buyers a withdrawal period longer than the minimum legal period of fourteen (14) days.

The Consumer Buyer exercising their right of withdrawal must receive a refund of the purchase price of the Product and standard delivery costs without unjustified delay and at the latest within fourteen days from the date on which they inform the Seller of their decision to withdraw. The Seller is free to provide the Consumer Buyer with more favorable refund conditions (e.g., refunding the Consumer Buyer for additional delivery costs if they chose a more expensive delivery method than the standard delivery method usually offered by the Seller).

Article 6. Provisions on Article 6.4.a) "Payment for Services"

- **Monthly Subscription**

The monthly subscription fee for the Marketplace is thirty-nine (39) EUR excluding VAT. The monthly subscription is payable in full as soon as the Seller has made at least one sale through the Marketplace during the calendar month.

- **Commission Rates by Product Category**

The Operator will charge a commission on each Product ordered by a Buyer on the Marketplace. The commission rate varies according to the Product category. The commission rate is calculated based on the Product's selling price including all taxes + shipping costs.

Category	Commission
Furniture (Living Room Furniture, Fireplace, Entryway Furniture, Storage, Table, Storage Accessories, Wardrobe, Sideboard, Chair, Stool, Bar, Kitchen Furniture, Office Furniture, Bedroom Furniture, Baby Furniture)	18%
Sofa (Sofa, Chaise Longue, Living Room Set, Living Room Accessories, Armchair and Pouf, Office Chair)	18%
Bedding (Bed, Mattress, Futons, Mattress Set, Bed Base, Bedroom Accessories, Bed Linen)	18%
Bathroom/SPA (Shower, Bathtub, Bathroom Furniture, Sanitaryware, Bathroom Flooring, Washbasin, Bathroom Accessories, Massage, Spa, Sauna, Hammam, Wellness Accessories)	18%
Garden (Garden Furniture, Garden Lounge, Garden Dining Set, Outdoor Kitchen)	16%
DIY (Glass Partition, Sliding Door, Tools, Garden Tools, Paint, Wallpaper, Protective Gear, Coating)	16%
Decoration (Garden Decoration, Lighting, Household Linen, Bath Linen, Bed Linen, Table Linen, Decorative Items, Tableware)	18%
Sports, Leisure, and Luggage (Indoor Games, Outdoor Games, Fitness)	18%
Air conditioning and heating	15%

Article 7. Provisions on Article 6.5 "Seller's Duty of Loyalty"

The Seller agrees to:

- Comply with all applicable laws and regulations, including but not limited to laws governing online communication (such as the Digital Republic Law of October 7, 2016, the Macron Law of August 25, 2015, the Hamon Law of March 17, 2014, and the Law for Trust in the Digital Economy of June 21, 2004) and any rules that may restrict, limit, or regulate the dissemination of information or data. This includes, but is not limited to, compliance with the Data Protection Act of January 6, 1978, as amended by the law of June 20, 2018, the GDPR, codes of conduct, Netiquette, and standards established by the CNIL (French Data Protection Authority / www.cnil.fr), as well as respecting privacy rights and property rights. This obligation extends to compliance with standards in each country targeted by the Seller in their campaigns;
- Ensure that their suppliers and manufacturers comply with Law No. 2020-105 of February 10, 2020, relating to the fight against waste and the circular economy (e.g., consumer information on the environmental qualities and characteristics of the Product or its reparability index, compliance with labeling requirements on packaging or waste sorting modalities, etc.);

Article 8. Clarifications on article 7.2 d) Date retention

In accordance with Article L. 123-22 of the Commercial Code, the Seller's data will be retained for ten (10) years for proof purposes and five (5) years to prove the existence of the Contract, as per Article 2224 of the Civil Code.

Article 9 - Clarifications on Article 7.3. "Financial Transparency »

In accordance with Article 242 bis of the French General Tax Code, the Operator commits to providing information regarding the tax and social obligations that apply to individuals conducting commercial transactions through its platform.

To this end, the Operator provides Sellers with an electronic link to the websites of the relevant authorities, enabling them to comply with these obligations if applicable. The General Terms of Use specify these obligations by referring to the websites of the authorities that facilitate compliance.

Moreover, in accordance with Article 1649 ter A of the French General Tax Code, and where applicable, the Seller is expressly informed that by January 31 of the year following the one in which transactions were carried out through the Operator, certain information regarding them will be communicated to the Tax Administration.

The Operator commits, where required, to annually provide the Seller, no later than January 31 of each year, with the information transmitted to the tax administration concerning them (Art. 1649 ter D of the French General Tax Code).

The Seller is informed that the Operator is required to undertake the necessary steps for their identification under Article 1649 ter D of the French General Tax Code.

Therefore, if the Seller refuses to provide the necessary information after two (2) reminders from the Operator to comply with their obligations, their Back-Office may be suspended for a maximum period of sixty (60) days.

Unless the Seller provides the required information or presents sufficient guarantees of their commitment to meet their obligations, the Operator may terminate this Agreement permanently and remove the Seller's Content under the conditions detailed in Article 12 of these terms.

Additionally, the Seller is expressly informed that the information provided to the tax administration under Article 1649 ter A of the French General Tax Code may be communicated to the tax administration of another European Union Member State or a state or territory that has entered into an agreement with France allowing for automatic exchange of information as outlined in the same Article 1649 ter A of the French General Tax Code.

Thus, the Seller remains solely responsible for their VAT reporting obligations, including in the case of cross-border transactions.

Article 10. Provisions on Article 13 "Environment"

The Seller whose business sector is subject to the principle of extended producer responsibility (EPR) must comply with the following key obligations:

- Register with authorized eco-organizations for the relevant product categories, collect and remit the eco-contribution to these organizations. The Seller is solely responsible for making its declarations to the relevant eco-organizations.
- Provide the information listed in Article L.541-10-13 of the Environmental Code to the eco-organizations.
- Provide all necessary information to demonstrate to the Operator that it has fulfilled its obligations under extended producer responsibility as outlined in Articles L.541-10 and following of the Environmental Code, including the unique identifiers for products subject to extended producer responsibility (EPR). This will enable the Operator to maintain the register required by Article L.541-10-9 of the Environmental Code.
- Display the unique identifier number for EPR products in its General Terms and Conditions of Sale (CGV) as well as on all contractual documents it provides.

However, if the Seller has not communicated its unique identifier number to the Operator, the Operator will make the declarations on behalf of the Seller and pay the eco-contributions. The Seller will be invoiced for the amount paid by the Operator plus a 10% penalty to cover the management fees incurred by the Operator.

SPAIN

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Spain.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Spain at the following address www.vente-unique.es.

Article 2. Provisions on Article 3.1 "Listing Criteria"

Any Seller wishing to appear in the Marketplace must comply with the following conditions:

- Be registered in the Registro Mercantil / have a registered office in Spain or in the EU.
- Have a Value Added Tax (VAT) number in Spain.
- Be a member of any environmental organization according to your sector (in particular, AEE, EA).
- Comply with all applicable VAT legislation and regulations.
- To have made all the mandatory declarations to the social and tax authorities for its activity.
- Sell new products from the universe listed on the venta-unica.com website;
- Have the capacity to provide a delivery and pick-up service;
- Have the ability to provide customer service in Spanish within 24 hours of the Buyer's request;
- Manage customer relations and after-sales service for at least the duration of the legal warranties.
- Guarantee the quality of the products and services offered.
- Provide functional tracking links that the Buyer can click on;
- Not to be in a bankruptcy situation or in the process of negotiation with creditors prior to the bankruptcy according to the provisions of Royal Legislative Decree 1/2020, of May 5, which approves the revised text of the Bankruptcy Law;
- To have submitted an application for admission and to provide all documents and information requested by the Operator.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Buyer has a right of withdrawal under the conditions of Article 71 of Royal Legislative Decree 1/2007 of November 16, 2007, approving the revised text of the General Law for the Defense of Consumers and Users (TRLGDCU) and has a duty to inform and document the Buyer of the modalities of exercising this right in its General Conditions of Sale. The Seller may offer the Buyer a withdrawal period longer than the legal minimum period of fourteen (14) calendar days.

The Buyer exercising his right of withdrawal shall obtain at least the reimbursement of the price of the Product paid and of the ordinary shipping costs. The Seller is free to grant the Buyer more favorable reimbursement conditions (e.g., reimburse the Buyer for the additional delivery costs of the Product if the Buyer has chosen a more expensive delivery method than the standard delivery method usually offered by the Seller).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- **Monthly fee**

The monthly subscription fee to the Marketplace is thirty-nine (39) € excluding VAT. The monthly subscription fee is payable in full as soon as the Seller has made at least one sale through the Marketplace within each calendar month.

- **Fees by product category**

The Operator shall receive a commission for each Product ordered by a Buyer on the Marketplace, which depends on the Product category. The commission is calculated on the selling price of the Product, including all taxes + shipping costs.

Category	Commission
Furniture (Living room furniture, Fireplace, Entry console, Storage, Table, Storage accessories, Dressing room, Sideboard, Chair, Stool, Bar, Kitchen furniture, Office furniture, Bedroom furniture, Baby furniture)	18%
Sofa (Sofa, Meridien, living room set, Living room accessory, Armchair and pouf, Office chair)	18%
Bedding (bed, mattress, futon, mattress set, box spring, bedroom accessories, bed linen)	18%
Bathroom/SPA (Shower, Bathtub, Bathroom furniture, Sanitary ware, Bath panelling, Washbasin, Bathroom accessories, Massage, Spa, Sauna, Hammam, Wellness accessories)	18%
Garden (Garden furniture, Garden furniture, Garden dining room, Outdoor kitchen)	16%
Do-it-yourself (Awning, Sliding door, Tools, Garden tools, Paint, Wallpaper, Protections, Siding)	16%
Decoration (garden decoration, lighting, household linen, bath linen, bed linen, table linen, decorative objects, tableware)	18%
Sports, leisure and luggage (indoor games, outdoor games, fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is obliged to keep up to date with its tax and social security obligations in relation to its activity and the transactions it carries out on the Marketplace, in accordance with the tax legislation in force.

In this regard, the Operator shall send:

- At each transaction, fair, clear and transparent information on the tax and social obligations incumbent on the Sellers who carry out commercial transactions through it. The Operator is also obliged to provide an electronic link to the websites of the administrations that enable compliance with these obligations, where applicable:
 - o Tax administration: <https://sede.agenciatributaria.gob.es/>
 - o Social Security Administration: <https://www.seg-social.es/>
- In January of each year, the Operator will send to each Seller a summary of the transactions carried out during the previous year, as well as the total turnover achieved by the Seller through the Marketplace.

The Seller is hereby informed that the Operator may be obliged to provide the tax authorities with information about its activity on the Marketplace, such as, for example :

- o The number and total gross amount of transactions made by the user during the previous calendar year;
- o If known to the Operator, the details of the bank account to which the Seller's revenues are credited.

The turnover generated through the Marketplace must necessarily be declared to the competent tax authorities in the same way as the income generated by the Seller in his usual professional activity. Therefore, the Seller remains solely responsible for its VAT reporting obligations, even in the case of cross-border transactions.

Article 6 . Seller's Intellectual Property

The Elements shall be considered manifestly unlawful if they infringe the provisions of Royal Legislative Decree 1/1996, of April 12, 1996, approving the revised text of the Intellectual Property Law.

ITALY

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Italy.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Italy at the following address www.vente-unique.it.

Article 2. Provisions on Article 3.1 "Listing Criteria"

Sellers who wish to be listed in the Marketplace must meet the following conditions:

- Be registered with the Chamber of Commerce and/or have a registered office in Italy or the EU.
- Have a VAT number in Italy.
- Be a member of any ecological organization according to their field of membership (especially EEE, EA);
- Comply with all applicable VAT laws and regulations.
- Having made all mandatory declarations and related payments to all social (INPS INAIL) and tax bodies for its activity.
- Sell new products of the types identified listed on the vente-unique.it;
- Have the ability to provide customer service in Italian within 24 hours of the Buyer's request;
- Manage customer relations and after-sales support for at least the duration of legal warranties;
- Ensure the quality of products and services offered.
- Provide effective and functional tracking links that can be clicked on by the Buyer;
- Not be subject to any bankruptcy proceedings, be in liquidation or otherwise have in place mechanisms for business resolution;
- Having submitted a request for inclusion and provided all documents and information requested by the Operator.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Consumer Buyer has a right of withdrawal under Articles 52 et seq. of Legislative Decree 06/09/2005, No.206, Consumer Code and will specify to the Buyer the terms and conditions for the exercise of this right in its General Terms and Conditions of Sale. The Seller may offer the Buyer a withdrawal period longer than the legal minimum period of fourteen (14) days.

A Buyer who exercises the right of withdrawal will get at least a refund of the Product price paid and standard delivery charges. The Seller is free to grant the Buyer more favorable refund terms (e.g.,

reimburse the Buyer for additional delivery charges for the Product if the Buyer has chosen a more expensive delivery method than the standard delivery method usually offered by the Seller).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- **Monthly Subscription**

The monthly subscription fee for the Marketplace is thirty-nine (39) €, exclusive. The monthly subscription fee is due in full as soon as the Seller has made at least one sale through the Marketplace in the calendar month.

- **Fees applicable by product category.**

The Operator will receive a commission on each Product ordered by a Buyer on the Marketplace, the percentage of which depends on the category of the Product. The commission percentage is calculated on the selling price of the Product including all taxes and shipping charges.

Category	Commissions
Furniture (Living Room Furniture, Fireplace, Entryway Furniture, Storage Unit, Table, Storage Accessories, Dressing Room, Buffet, Chair, Stool, Bar, Kitchen Furniture, Office Furniture, Bedroom Furniture, Children's Furniture)	18%
Sofas (Sofa, Meridienne, Living room set, Living room accessory, Armchair and ottoman, Office chair)	18%
Bedding (Bed, Mattress, Futon, Mattress set, Bed base, Bedroom accessories, Bedding)	18%
Bathroom/SPA (Shower, Bathtub, Bathroom furniture, Sanitary ware, Bathroom wall tiles, Washbasin, Bathroom accessories, Massage, Spa, Sauna, Hammam, Wellness accessories)	18%
Garden (Garden furniture, Garden furniture, Garden dining room, Outdoor kitchen)	16%
DIY (glass, sliding door, tools, garden tools, paint, wallpaper, protection, coating)	16%
Decoration (garden decoration, lighting, household linens, bath linens, bed linens, table linens, decorative items, tableware)	18%
Sports, leisure, and luggage (Indoor games, Outdoor games, Fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is required to keep up to date with respect to tax and social security obligations related to its business and transactions conducted on the Marketplace.

In this regard, the Operator should send:

- At the time of each transaction, fair, clear, and transparent information on the tax and social obligations incumbent on Sellers who transact business through it. The Operator is also obliged

to provide an electronic link to the websites of the administrations that enable compliance with these obligations, where applicable:

- Fiscal administration : <https://www.agenziaentrate.gov.it/portale/>
- Social administration : <https://www.inps.it/>

- In January of each year, the Operator will provide each Seller with a summary of the transactions made during the previous year, as well as the total revenue earned by the Seller through the Marketplace.

The Seller is informed that the Operator may be required to provide the tax authorities with information about its activity on the Marketplace, such as:

- The number and total gross amount of transactions made by the user in the previous calendar year;
- If known to the Operator, the details of the bank account into which the Seller's income is paid.

The turnover generated through the Marketplace will necessarily have to be declared to the relevant tax authorities in the same way as the income generated by the Seller in its usual business activity. Therefore, the Seller remains solely responsible for VAT reporting obligations, even in the case of cross-border transactions.

GERMANY

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENUE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Germany.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Germany at the following address www.kauf-unique.de.

Article 2. Provisions on Article 3.1 "Listing Criteria"

Every seller who wants to be listed on the marketplace must fulfil the following requirements:

- Be entered in the commercial and company register/have a registered office in Germany or the EU;
- Have a German identification number for VAT purposes;
- be a member of a dual system in accordance with its sector (in particular electrical and electronic equipment and packaging);
- Compliance with all applicable VAT laws and regulations;
- Have made all declarations required for his activity, in particular to the social and tax authorities;
- Sale of new products listed on the kauf-unique.de website;
- Be able to provide a delivery and returns service in Germany;
- To be able to provide customer service in German within 24 hours of the buyer's request;
- Managing customer relations and customer service for at least the entire duration of the statutory warranty periods;
- Ensuring the quality of the products and services offered;
- Provide functional tracking links that are clickable by the buyer;
- The seller must not be insolvent, no insolvency proceedings or comparable proceedings must have been applied for or opened, the opening of such proceedings must not have been rejected for lack of assets, the seller must not be in liquidation or have ceased its activities.
- Have submitted a listing application and provided all documents and information requested by the operator.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Buyer has a statutory right of withdrawal and must inform the Buyer of the modalities of exercising this right in its General Terms and Conditions. The Seller may offer the Buyers a withdrawal period that exceeds the statutory minimum period of fourteen (14) days.

The buyer who exercises his right of withdrawal will be refunded at least the purchase price paid and the standard shipping costs. The seller is free to grant the buyer more favourable refund conditions (e.g.: to refund the buyer the additional costs for the delivery of the product if the buyer has chosen a delivery method that is more expensive than the standard delivery method usually offered by the seller).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- Monthly subscription

The monthly subscription fee for the Marketplace is thirty-nine (39) € (excluding VAT). The monthly subscription fee is due in full if the seller has made at least one sale through the Marketplace in the calendar month.

- Fees applicable by product category

The operator receives a commission for each product ordered by a buyer on the marketplace, the amount of which depends on the product category. The commission rate is calculated on the purchase price of the product including all taxes + shipping costs.

Category	Commission
Furniture (living room furniture, fireplace, entrance furniture, storage, table, storage accessories, dressing room, buffet, chair, stool, bar, kitchen furniture, office furniture, bedroom furniture, baby furniture)	18%
Sofa (Sofa, Meridian, Living room set, Living room accessories, Armchair and stool, Office chair)	18%
Bedding (bed, mattresses, futons, mattress set, slatted frame, bedroom accessories, bed linen)	18%
Bathroom/SPA (shower, bathtub, bathroom furniture, sanitary ware, bathroom panelling, washbasin, bathroom accessories, massage, spa, sauna, hammam, wellness accessories)	18%
Garden (garden furniture for the(living and dining area, outdoor kitchen).	16%
DIY (glass roof, sliding door, tools, garden tools, paint, wallpaper, protection, coating)	16%
Decoration (garden decoration, lights, home textiles, bathroom textiles, bed linen, table linen, decorative objects, table decoration)	18%
Sports, leisure and luggage (indoor and outdoor games, fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is obliged to comply with its tax and social obligations in relation to its activity and the transactions it carries out on the Marketplace.

The seller is informed that pursuant to § 22 of the Platforms Tax Transparency Act - PStTG, the operator is obliged to provide the tax authorities with information about its activities on the marketplace, such as:

- The number and gross total amount of transactions made by the user in the previous calendar year;
- If known to the operator, the details of the bank account to which the vendor's income is transferred.

The turnover generated through the marketplace must necessarily be declared to the competent tax authority in the same way as the income generated by the seller in the course of his usual professional activity. The seller thus remains solely responsible for his VAT declaration, even in the case of cross-border transactions.

The elements are considered by the seller to be manifestly unlawful.

Article 6 . Seller's Intellectual Property

In the opinion of the seller, the elements are obviously unlawful.

BELGIUM

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Belgium.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Belgium at the following address : www.vente-unique.be.

Article 2. Provisions on Article 3.1 "Listing Criteria"

Any Seller wishing to be listed on the Marketplace must meet the following conditions:

- Not be the subject of any of the measures related to the application of the provisions of Book of the Code of Economic Law (Difficulties of companies);
- Be registered with the Crossroads Bank for Enterprises / have a registered office in Belgium or in the EU;
- Have a Belgium identification number for VAT purposes.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Buyer has a statutory right of withdrawal under the conditions of article VI 47 et seq of the Code of Economic Law and must specify to the Buyer of the modalities of exercising this right in its General Terms and Conditions. The Seller may offer the Buyers a withdrawal period that exceeds the statutory minimum period of fourteen (14) days.

The buyer who exercises his right of withdrawal will be refunded at least the purchase price paid and the standard shipping costs. The seller is free to grant the buyer more favorable refund conditions (e.g.: to refund the buyer the additional costs for the delivery of the product if the buyer has chosen a delivery method that is more expensive than the standard delivery method usually offered by the seller).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- Monthly subscription

The monthly subscription fee for the Marketplace is thirty-nine (39) € (excluding VAT). The monthly subscription fee is due in full if the seller has made at least one sale through the Marketplace in the calendar month.

- Fees applicable by product category

The operator receives a commission for each product ordered by a buyer on the marketplace, the amount of which depends on the product category. The commission rate is calculated on the purchase price of the product including all taxes + shipping costs.

Category	Commission
Furniture (living room furniture, fireplace, entrance furniture, storage, table, storage accessories, dressing room, buffet, chair, stool, bar, kitchen furniture, office furniture, bedroom furniture, baby furniture)	18%

Sofa (Sofa, Meridian, Living room set, Living room accessories, Armchair and stool, Office chair)	18%
Bedding (bed, mattresses, futons, mattress set, slatted frame, bedroom accessories, bed linen)	18%
Bathroom/SPA (shower, bathtub, bathroom furniture, sanitary ware, bathroom panelling, washbasin, bathroom accessories, massage, spa, sauna, hammam, wellness accessories)	18%
Garden (garden furniture for the(living and dining area, outdoor kitchen).	16%
DIY (glass roof, sliding door, tools, garden tools, paint, wallpaper, protection, coating)	16%
Decoration (garden decoration, lights, home textiles, bathroom textiles, bed linen, table linen, decorative objects, table decoration)	18%
Sports, leisure and luggage (indoor and outdoor games, fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is obliged to comply with its tax and social obligations in relation to its activity and the transactions it carries out on the Marketplace, in accordance with articles 321 quinquies and 321 septies of the Income Tax Code.

In this regard, the Operator shall send:

- At each transaction: fair, clear, and transparent information on the tax and social obligations mandatory for Sellers who carry out commercial transactions through it. The Operator is also required to provide an electronic link to the websites of the administrations:
- In January of each year: a summary of the Seller's transactions made during the previous year, as well as the overall turnover achieved by the Seller through the Marketplace.

The Seller is informed that the Operator may be required to provide the tax authorities with information about its activity on the Marketplace, such as:

- The number and total gross number of transactions made by the user during the previous calendar year.
- If known by the Operator, the details of the bank account to which the Seller's income is paid.

The turnover generated through the Marketplace must be declared to the competent tax authorities in the same way as income generated by the Seller via its usual professional activity. Thus, the Seller

remains solely responsible for reporting its VAT obligations, even in the case of cross-border transactions.

Article 6 . Seller's Intellectual Property

The Elements will be considered as manifestly illicit within the meaning of Article XII.19 Code of Economic Law.

Article 7 – Nullity

None of the exclusions and/or limitations of liability contained herein relate to liability for wilful act or gross negligence on the part of the Operator or its servants and agents, and the provisions are not formulated in a manner contrary to binding (inter)national legislation.

SWITZERLAND

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Swiss.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Switzerland at the following address: <https://www.vente-unique.ch/>.

Article 2. Provisions on Article 3.1 "Listing Criteria"

If the Seller is a company based in Switzerland, it must indicate its IDE number in Appendix 1.

Every seller who wants to be listed on the marketplace must fulfil the following requirements:

- Have the capacity to ensure the delivery and possible return of products
- Not be the subject of bankruptcy proceedings or a debt-restructuring moratorium, or be the subject of any of the measures associated with the application of the provisions of Book VI of the Livre VI du Code de commerce, notably concerning the appointment of an ad hoc representative, conciliation proceedings, safeguard proceedings, receivership and liquidation proceedings or any similar proceedings, including abroad.

Currency : Notwithstanding the provisions of the Contract, the price of the Products must be indicated in Swiss francs.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Parties intend to specify that the Seller is free to grant a right of withdrawal to Buyers by agreement.

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- Monthly subscription

The monthly subscription fee for the Marketplace is thirty-nine (39) CHF (excluding VAT). The monthly subscription fee is due in full if the seller has made at least one sale through the Marketplace in the calendar month.

- Fees applicable by product category

The operator receives a commission for each product ordered by a buyer on the marketplace, the amount of which depends on the product category. The commission rate is calculated on the purchase price of the product including all taxes + shipping costs.

Catégorie	Commission
Furniture (living room furniture, fireplace, entrance furniture, storage, table, storage accessories, dressing room, buffet, chair, stool, bar, kitchen furniture, office furniture, bedroom furniture, baby furniture)	18%
Sofa (Sofa, Meridian, Living room set, Living room accessories, Armchair and	18%

stool, Office chair)	
Bedding (bed, mattresses, futons, mattress set, slatted frame, bedroom accessories, bed linen)	18%
Bathroom/SPA (shower, bathtub, bathroom furniture, sanitary ware, bathroom panelling, washbasin, bathroom accessories, massage, spa, sauna, hammam, wellness accessories)	18%
Garden (garden furniture for the(living and dining area, outdoor kitchen).	16%
DIY (glass roof, sliding door, tools, garden tools, paint, wallpaper, protection, coating)	16%
Decoration (garden decoration, lights, home textiles, bathroom textiles, bed linen, table linen, decorative objects, table decoration)	18%
Sports, leisure and luggage (indoor and outdoor games, fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

In accordance with Article 3 al. 1 let. s of the Law against Unfair Competition (UWG), the Seller is obliged to indicate clearly and completely his identity and his contact address, including e-mail address, which will be communicated to Buyers and visitors to the Marketplace.

For its part, the Operator is responsible for fulfilling the following conditions on the Marketplace:

- Indicate the various technical steps leading to the conclusion of a contract.
- To provide Buyers with the appropriate technical tools enabling them to detect and correct input errors before sending an order.
- To confirm orders to Buyers by e-mail without delay.
- To display the clear and complete identity of the Seller and its contact address, including its e-mail address.

The Seller is obliged to keep up to date with its tax and social security obligations concerning its activity and the transactions it carries out on the Marketplace, in accordance with articles 171 AX and 242 bis of the Code Général des Impôts.

To this end, the Operator shall provide :

- At the time of each transaction, fair, clear and transparent information on the tax and social security obligations incumbent on Sellers who carry out commercial transactions through the Operator. The Operator is also required to provide an electronic link to the relevant government websites.
- In January of each year to each Seller a summary of the transactions carried out during the previous year, as well as the total turnover achieved by the Seller through the Marketplace.

The Seller is hereby informed that the Operator may be required to provide the Tax Authorities with information about its activity on the Marketplace, such as:

- The number and total gross amount of transactions carried out by the user during the previous calendar year;
- If known by the Operator, the details of the bank account into which the Seller's income is paid.

Turnover generated through the Marketplace must be declared to the relevant tax authorities in the same way as income generated by the Seller as part of its usual professional activity. The Seller remains solely responsible for its VAT reporting obligations, including in the case of cross-border transactions.

Article 6 - Provisions on article 9 Data protection

The Seller is required to comply with all the rules applicable to the protection of personal data, in particular the Loi fédérale sur la protection des données (LPD). The Seller is also required to comply with Regulation (EU) 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.

Article 7 - Seller's intellectual property

The Seller guarantees that the ownership of the Elements is not in dispute and that it is authorised to use them.

The Elements will be considered as manifestly illicit within the meaning of the provisions of the law for confidence in the digital economy.

Article 8 - Derogations from the Contract

In the event of any contradiction between the Contract and its appendices, the appendices shall prevail.

NETHERLANDS

Article 1. Provisions on Article 1 "Definition" "Marketplace"

Through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Netherlands.

Notwithstanding the provisions of the Contract, the Marketplace is accessible from Netherlands at the following address: <https://www.vente-unique.nl/>

Article 2. Provisions on Article 3.1 "Listing Criteria"

Every seller who wants to be listed on the marketplace must fulfil the following requirements:

- Be able to provide a product delivery and take-back service in accordance with the Regulation of the European Parliament and of the Council on packaging and packaging waste, amending Regulation (EU) 2019/1020 and Directive (EU) 2019/904, and repealing Directive 94/62/EC, and the regulations based on this Regulation applicable in the Netherlands;

- Not to be subject to any of the measures associated with the application of the provisions of Book VI of the French Commercial Code, relating in particular to the appointment of an ad hoc trustee, conciliation proceedings, safeguard proceedings, receivership and compulsory liquidation or any similar proceedings, including abroad.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Buyer has a right of withdrawal under the terms of Article 6:203o of the Dutch Civil Code and shall specify to the Buyer the procedures for exercising this right in its General Terms and Conditions of Sale. The Seller may offer Purchasers a withdrawal period that is longer than the minimum legal period of fourteen (14) days.

The Buyer who exercises his/her right of withdrawal will at least be reimbursed for the price of the Product paid and the standard delivery costs. The Vendor is free to offer the Buyer more favourable refund conditions (e.g. reimbursing the Buyer for the additional cost of delivering the Product if the Buyer has chosen a more expensive delivery method than the standard delivery method usually offered by the Vendor).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- Monthly fee

The monthly subscription fee for the Marketplace is thirty-nine (39) € excluding VAT. The monthly subscription fee is due in full as soon as the Seller has made at least one sale via the Marketplace during the calendar month.

- Fees by product category

The Operator shall receive a commission on each Product ordered by a Buyer on the Marketplace, the rate of which depends on the category of the Product. The commission rate is calculated on the sale price of the Product, including all taxes + delivery costs.

Category	Commission
Furniture (Living room furniture, Fireplaces, Entrance furniture, Storage, Tables, Storage accessories, Dressing rooms, Buffets, Chairs, Stools, Bars, Kitchen furniture, Office furniture, Bedroom furniture, Baby furniture)	18%
Seating (Sofas, Lounges, living room sets, Living room accessories, Armchairs and Poufs, Office chairs)	18%
Bedding (Beds, Mattresses, Futons, Mattress sets, Bed bases, Bedroom accessories, Bed linen)	18%
Bathroom/Spa (Showers, Bathtubs, Bathroom furniture, Sanitary ware, Bathroom cladding, Basins, Bathroom accessories, Massage, Spa, Sauna, Hammam, Wellness accessories)	18%
Garden (Garden furniture, Garden furniture, Garden dining room, Outdoor kitchen)	16%
DIY (Canopies, Sliding doors, Tools, Garden tools, Paint, Wallpaper, Protectors, Claddings)	16%
Decoration (Garden decoration, lighting, household linen, bath linen, bed linen, table linen, decorative objects, tableware)	18%
Sport, leisure, and luggage (Indoor games, Outdoor games, Fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is obliged to keep up to date with its tax and social security obligations concerning its activity and the transactions it carries out on the Marketplace, in accordance with the Dutch General Tax Code of 2 July 1959 ('Algemene Wet Rijksbelastingen') and the Dutch Sales Tax Code of 28 June 1968 ('Wet op de Omzetbelasting').

To this end, the Operator shall send :

- At the time of each transaction, fair, clear and transparent information on the tax and social security obligations incumbent on Sellers who carry out commercial transactions through the Operator. The Operator is also obliged to provide an electronic link to the websites of the authorities that allow compliance with these obligations, where applicable:
 - o Tax authorities: for the Netherlands: <https://www.belastingdienst.nl>
 - o Social administration: for the Netherlands: www.uwv.nl
- In January of each year, each Seller is sent a summary of the transactions carried out during the previous year, as well as the total turnover achieved by the Seller through the Marketplace.

The Seller is hereby informed that the Operator may be required to provide the Tax Authorities with information about its activity on the Marketplace, such as :

- The number and total gross amount of transactions carried out by the User during the previous calendar year;
- If known by the Operator, the details of the bank account into which the Seller's income is paid.

Turnover generated through the Marketplace must be declared to the relevant tax authorities in the same way as income generated by the Seller as part of its usual professional activity. The Seller remains solely responsible for its VAT reporting obligations, including in the case of cross-border transactions.

[Article 6 - Seller's Intellectual Property](#)

The Elements will be considered manifestly unlawful within the meaning of article 6:162 of the Dutch Civil Code and article 125p of the Dutch Code of Criminal Procedure.

PORTUGAL

Article 1. Provisions on Article 1 "Definition" "Marketplace"

through the Marketplace, VENTE-UNIQUE.COM offers a service that puts professional sellers in contact with private or professional customers located in Portugal.

Notwithstanding the provisions of the Contract, the Marketplace is accessible in Portugal at <https://www.vente-unique.pt/>

Article 2. Provisions on Article 3.1 "Listing Criteria"

Any Seller wishing to be listed on the Marketplace must be able to provide a delivery and collection service for products in Portugal.

Article 3. Provisions on Article 4.6 "Consumer Buyer's Right of Withdrawal"

The Seller acknowledges that the Buyer has a right of withdrawal under the terms of the legislation applicable in Portugal and shall specify to the Buyer the procedures for exercising this right in its General Terms and Conditions of Sale. The Seller may offer the Buyer a withdrawal period which is longer than the minimum legal period of fourteen (14) days.

The Buyer who exercises his/her right of withdrawal will at least be reimbursed for the price of the Product paid and the standard delivery costs. The Vendor is free to offer the Buyer more favourable refund conditions (e.g. reimbursing the Buyer for the additional cost of delivering the Product if the Buyer has chosen a more expensive delivery method than the standard delivery method usually offered by the Vendor).

Article 4. Provisions on Article 6.4.a) "Payment for Services"

- Monthly fee

The monthly subscription fee for the Marketplace is thirty-nine (39) € excluding VAT. The monthly subscription fee is due in full as soon as the Seller has made at least one sale via the Marketplace during the calendar month.

- Fees by product category

The Operator shall receive a commission on each Product ordered by a Buyer on the Marketplace, the rate of which depends on the category of the Product. The commission rate is calculated on the sale price of the Product, including all taxes + delivery costs.

Category	Commission
Furniture (Living room furniture, Fireplaces, Entrance furniture, Storage, Tables, Storage accessories, Dressing rooms, Buffets, Chairs, Stools, Bars, Kitchen furniture, Office furniture, Bedroom furniture, Baby furniture)	18%
Seating (Sofas, Lounges, living room sets, Living room accessories, Armchairs and Poufs, Office chairs)	18%
Bedding (Beds, Mattresses, Futons, Mattress sets, Bed bases, Bedroom accessories, Bed linen)	18%

Bathroom/Spa (Showers, Bathtubs, Bathroom furniture, Sanitary ware, Bathroom cladding, Basins, Bathroom accessories, Massage, Spa, Sauna, Hammam, Wellness accessories)	18%
Garden (Garden furniture, Garden furniture, Garden dining room, Outdoor kitchen)	16%
DIY (Canopies, Sliding doors, Tools, Garden tools, Paint, Wallpaper, Protectors, Claddings)	16%
Decoration (Garden decoration, lighting, household linen, bath linen, bed linen, table linen, decorative objects, tableware)	18%
Sport, leisure, and luggage (Indoor games, Outdoor games, Fitness)	18%
Air conditioning and heating	15%

Article 5 – Provisions on article 7.3 - Financial transparency

The Seller is obliged to keep up to date with its tax and social security obligations concerning its activity and the transactions it carries out on the Marketplace, in accordance with the applicable tax legislation.

To this end, the Operator shall send :

- At the time of each transaction, fair, clear and transparent information on the tax and social security obligations incumbent on Sellers who carry out commercial transactions through the Operator. The Operator is also required to provide an electronic link to the websites of the relevant authorities, so that these tax obligations can be complied with where applicable.
- In January of each year to each Seller a summary of the transactions carried out during the previous year, as well as the total turnover achieved by the Seller through the Marketplace.

The Seller is hereby informed that the Operator may be required to provide the Tax Authorities with information about its activity on the Marketplace, such as :

- The number and total gross amount of transactions carried out by the User during the previous calendar year;
- If known by the Operator, the details of the bank account into which the Seller's income is paid.

Turnover generated through the Marketplace must be declared to the relevant tax authorities in the same way as income generated by the Seller as part of its usual professional activity. The Seller remains solely responsible for its VAT reporting obligations, including in the case of cross-border transactions.

Article 6 - Seller's Intellectual Property

By way of derogation from Article 8.3, the elements shall be considered as manifestly unlawful within the meaning of Law No. 82/2021 of 30 November, Decree-Law No. 7/2004 of 7 January and the Portuguese Code of Copyright and Related Rights.