

GENERAL TERMS AND CONDITIONS OF SALE

As of the 1st of February, 2026

The present general terms and conditions of sale ("**General Conditions**") set forth the conditions under which GRAFMAKER SAS, a company incorporated under French law with its registered office at 5 rue Mstislav Rostropovitch, 75017 Paris, France, registered in the Paris Trade and Companies Register under number 810 672 113, operating under the trade name "Grand Shooting" (hereinafter referred to as "**Grand Shooting**"), will provide the Services and Deliverables outlined herein.

ARTICLE 1. DEFINITIONS

"**Affiliate(s)**" refer to i) a legal entity that directly or indirectly, through one or more intermediaries, owns more than fifty percent (50%) of the voting shares of the concerned company, and ii) a legal entity that is directly or indirectly, through one or more intermediaries, controlled by the concerned company. The term "control" means any direct or indirect holding of the power to direct or influence the management and policies of an entity, whether through the holding of voting shares, under an agreement, or in any other capacity.

"**Client**" refers to the legal entity that has signed the Order Form.

"**Commencement Date**" refers to the date on which Grand Shooting will commence the provision of the Services, as specified in the Order Form.

"**Confidential Information**" refers to any information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") under or in connection with the Contract, of any nature and regardless of its medium, whether oral, written or by any other means, and whether or not such information is expressly stated to be confidential or indicated as such, including but not limited to the terms of the Contract, as well as all information related to the activities and affairs of the other Party communicated to it in connection with the Contract, including but not limited to commercial, financial, legal, technical, scientific, and intellectual property information of either Party or its Affiliated Companies, pricing

information, margins, business plans, roadmaps, optimizations, samples, or presentations of either Party or its Affiliated Companies; or even ideas and

concepts, know-how, methodologies, processes, documents, technologies and algorithms, source code, trade secrets, and techniques of either Party or its Affiliated Companies. Notwithstanding the foregoing, the Parties agree that the following shall not constitute Confidential Information: (i) Confidential Information that was in the possession of the Receiving Party without any obligation of confidentiality before its receipt from the Disclosing Party; (ii) information which, at the time of its disclosure, was already known to the public or subsequently becomes generally accessible to the public without any breach of the Contract by the Receiving Party or its representatives; (iii) information that is lawfully obtained by the Receiving Party from a third party, provided, however, that such third party, to the knowledge of the Receiving Party, does not breach any confidentiality agreement; (iv) information that is independently developed by the Receiving Party without breaching the Contract; (v) information that must be disclosed under law or a court order.

"**Contract**" refers to the General Conditions and any Order Form issued hereunder.

"**Deliverable**" or "**Deliverables**" refer to all visual and/or audiovisual content and associated materials resulting from the Services and provided to the Client, as indicated in an Order Form.

"**Effective Date**" refers to the date on which the Contract becomes effective and binding between the Parties, as defined in the Order Form.

"**GDPR**" refers to the General Data Protection Regulation No. 2016/679 of the European Union concerning the protection and confidentiality of data, and the transfer of personal data.

"**Guidelines**" refer to the directives provided by the Client to Grand Shooting for the establishment of the "**Product Summary**" which corresponds to the mutually agreed specifications between the Parties

and with which the Deliverables must comply. The Guidelines and/or Product Summary may evolve during the course of the contractual relationship but must always be agreed upon in writing by both Parties.

"Intellectual Property Rights" refer to i) rights associated with intellectual works, including but not limited to copyright (including rights relating to typographical arrangements, websites, or software); ii) rights to trademarks, service marks, and trade names, as well as similar rights; iii) rights to trade secrets; iv) rights concerning trade names, commercial names, or domain names as well as email addresses; v) patents; vi) rights to designs and models; vii) rights to inventions, viii) rights to databases; and (ix) all other intellectual property rights that exist or may exist in the future in any territory, worldwide, whether registered or not and whether capable of being registered or not, and any application to register or any right to apply for registration of any of the foregoing, worldwide.

"Order Form" refers to the detailed list that outlines the Services and Deliverables purchased by the Client along with the specific terms of their provision and delivery, issued in accordance with these General Terms and Conditions.

"Parties" refer to Grand Shooting and the Client, collectively.

"Party" refers to Grand Shooting or the Client, individually.

"Payment Terms" refer to the payment terms set out in Article 5.2 below.

"Project Manager" refers to Grand Shooting's appointed representative serving as the Client's primary point of contact.

"Working Days" refer to the days from Monday to Friday, excluding public holidays.

"Services" refer to the provision of photography and/or video services, including but not limited to scheduling and coordinating photography sessions, providing a production assistance team, real-time communication, production, post-production, and delivery of Deliverables.

"Shooting" refers to the photo or video recording session carried out in Grand Shooting's studios, on the agreed date, with professional talents

(photographers, videographers, models, etc.) commissioned by Grand Shooting, in accordance with the Client's instructions.

"SKU" refers to Stock Keeping Unit in English and "*unité de gestion des stocks*" in French. For the purposes of the Contract, SKU refers to a product for which a photograph is taken.

"Territory" refers to the territory(ies) indicated on the corresponding Order Form, in which the photography session(s) and/or filming(s) will take place.

ARTICLE 2. TERM

The Contract shall enter into force as of the Effective Date and shall remain in force until i) the expiration date indicated in the Order Form, or ii) its early termination in accordance with Article 10 of the General Conditions ("**Commitment Period**").

The Commitment Period shall automatically renew for successive periods equal to the Commitment Period. In the event that either Party does not wish for the renewal, such Party shall inform the other Party at least thirty (30) days before the expiration of the current Commitment Period.

ARTICLE 3. GRAND SHOOTING'S OBLIGATIONS

3.1 Grand Shooting undertakes to:

3.1.1 Provide, with professionalism and within the timeframe specified in the applicable Order Form, all Services ordered by the Client under the conditions detailed in the Order Form(s) issued pursuant to the Contract.

3.1.2 Assign to the Client the non-exclusive and limited rights attached to the Deliverables allowing the Client to use them in accordance with the conditions set forth in Article 7 of the Contract.

3.2 Grand Shooting reserves the right to subcontract the performance of all or part of the Services to one or more independent subcontractor(s) and/or its Affiliates.

ARTICLE 4. THE CLIENT'S OBLIGATIONS

4.1 The Client undertakes to:

4.1.1 Make available, communicate and/or provide to Grand Shooting, as applicable, all information,

documents, context, and/or products necessary for the provision of the Services and delivery of the Deliverables by Grand Shooting. In particular, the Client undertakes to communicate the Guidelines which must be validated with Grand Shooting before the commencement of the provision of the Services. The Parties agree that the Guidelines may evolve during the contractual relationship; however, the Client acknowledges and agrees that, depending on the request, the price of the provision of Services may evolve.

4.1.2 Ensure compliance with the Contract and any applicable code of conduct by its personnel as well as, if applicable, its subcontractors, suppliers, and/or agents.

4.1.3 Notify Grand Shooting, immediately upon becoming aware thereof, of any event or situation likely to delay the performance of all or part of the provision of the Services or delivery of the Deliverables.

4.2 If applicable, the Client warrants and represents (i) that it has obtained and will maintain all consents and authorizations necessary to enable Grand Shooting, as well as any authorized third party, to perform the Services and deliver the Deliverables to the Client, and to enable Grand Shooting or the Client to use the Deliverables to serve the purposes set forth under the Contract, and (ii) that the Client will make any necessary payment to obtain and maintain such consents and authorizations. Prior to the date on which Grand Shooting will commence the provision of the Services, as specified in the applicable Order Form, the Client shall obtain all necessary authorizations and releases to photograph and/or film the following elements: (a) the location(s) determined by the Client; and (b) the objects, goods, and products appearing in the concerned location(s) during the performance of the Services. Upon request, the Client shall provide copies of the aforementioned authorizations to Grand Shooting. The Client acknowledges that delays in the delivery of such copies may delay the performance of the Services and/or delivery of the Deliverables.

4.3 In particular, during the Commitment Period, the Client irrevocably undertakes to order a minimum volume of Services for a guaranteed minimum price, freely negotiated by the Parties and defined in the Order Form (the "**Minimum Guarantee**"). If the Minimum Guarantee amount is not reached by the Client at the end of the

Commitment Period, the Client will be liable to pay the difference between the amount of the Minimum Guarantee and the amount of the Services ordered and paid for during the Commitment Period. Thus, at the end of the Commitment Period, Grand Shooting will send to the Client (i) a reminder of the unpaid invoices, if any, (ii) the last monthly invoice(s) for the Services performed, and (iii) the invoice for the outstanding balance of the Minimum Guarantee.

ARTICLE 5. FEES AND PAYMENT

5.1 Fees. In consideration of the Services and Deliverables, as well as the License granted to the Client under Article 7.4, the Client shall pay the amount indicated in the applicable Order Form(s), in accordance with the conditions set forth in this clause.

5.2 Payment Terms. The Client shall pay the amounts indicated to them on the invoice issued by Grand Shooting, in accordance with the applicable Order Form, within thirty (30) days following the date of issuance of the corresponding invoice.

5.3 Disputed Balance. In the event that the Client disputes the balance of an invoice submitted by Grand Shooting for processing, the Client must inform Grand Shooting's Project Manager within thirty (30) days. Any uncontested balance within this period will become due and must be paid.

5.4 Non-Payment. In the event of the Client's failure to make a payment by the due date, as defined in the corresponding invoice, Grand Shooting reserves the right, at its sole discretion, to suspend the provision of the Services, as well as the Licence granted to the Client, until the Client has paid in full the amounts due, without prejudice to any other remedies available to it.

5.5 Late Payment Penalties and/or Damages. Any delay in payment will automatically entail, without the need for a reminder or formal notice to pay, the imposition of late payment penalties equal to three (3) times the legal interest rate, calculated per day of delay from the due date of the amount in question until full payment has been received. In the event of late payment, the Client will pay Grand Shooting a fixed indemnity of forty (40) euros to cover debt collection costs and other associated costs.

5.6 Non-Payment by an Affiliate or an End Client.

If the Client has placed an Order for one of its Affiliates and/or for an End Client, and the concerned Affiliate and/or End Client does not make the payment(s) due under the applicable Order Form(s) in accordance with the Payment Terms set forth above, the Client undertakes to assume full responsibility and ensure the payment of all amounts due in this respect thereof. If an Affiliate or an End Client fails to make a due payment, Grand Shooting may demand and recover from the Client any amount owed by the concerned Affiliate or End Client that remains unpaid, and obtain compensation for any reasonable/actual damage suffered as a result of the delay.

5.7 Currency. Grand Shooting will convert sales denominated in local currency (according to the contracting Grand Shooting entity) into the currency indicated on the applicable Order Form, at the exchange rate between the local currency concerned and the currency indicated on the applicable Order Form, as declared and published by Oanda.com as of the market close on the last day of the preceding month.

5.8 Taxes and Duties. All amounts stated in the Order Form are exclusive of taxes. All amounts due under the Contract must be paid in full, without any deduction for taxes (including any withholding tax), duties, or levies of any kind. If the Client is required, under applicable law, to make any deduction or withholding from an amount due under the Contract, the amount in respect of which the deduction or withholding is required shall be increased to the extent necessary to ensure that Grand Shooting receives and retains a net amount equal to the amount it would have received if no deduction or withholding had been required.

5.9 Withholding Tax. Therefore, in the event of applicable withholding tax on an Order, under the national laws and/or regulations applicable at the time of payment, the Client shall promptly contact the local tax authorities to obtain, in the manner indicated in the tax agreement concluded between the respective domiciliary countries of the Client and Grand Shooting, the necessary documents or forms to:

5.9.1 not withhold the applicable withholding tax;

5.9.2 obtain a refund of the withholding tax from the said tax authorities; or

5.9.3 allow the withholding of tax to constitute a foreign tax credit.

Grand Shooting undertakes to cooperate with the Client in order to obtain these documents.

ARTICLE 6. SERVICE EXECUTION TERMS

6.1 Guidelines / Product Summary. The Client must send Grand Shooting the Guidelines at least fifteen (15) business days before the first Shooting day's scheduled date to ensure that the Parties can jointly define the Product Summary. The Guidelines must include, in particular: a) technical specifications, such as pixel dimensions, resolution, extension, color space, background color, clipping, shadow type, and other relevant technical specifications, b) the number and type of views per SKU, c) the mood board.

6.2 Booking. By the fifteenth (15) of each month, the Client will send Grand Shooting, by e-mail to the Project Manager, an estimate of the minimum and maximum volumes for the following month. The Client must order a Shooting session at least ten (10) working days before the desired photoshoot date. Shooting orders will be considered complete, and Grand Shooting will begin preparing the photoshoot when the Client has provided Grand Shooting with (i) the list of SKUs and (ii) the requirements related to models.

6.3 Shotlist. The Client must provide Grand Shooting with a SKU list ("**Shotlist**") for each Shooting session in CSV format, an excel document, or any other method jointly validated by the Parties. The Shotlist lists all SKUs to be photographed during the relevant Shooting session and includes, at least for each SKU: the SKU reference, product type, size, color, type of visual requested for the SKU (for example, on the model, flatlay, instructional video). Upon receipt of the SKUs to be photographed, Grand Shooting will compare the received SKUs to the list of SKUs and will notify the Client of any missing, surplus, or damaged SKUs. Grand Shooting and the Client will then agree on a course of action regarding missing, surplus, or damaged SKUs and, if necessary, the rescheduling of the relevant Shooting session. The Client is responsible for all associated costs and consequences related to discrepancies between

the Shotlist and the SKUs received by Grand Shooting.

6.4 Model Shooting. The Parties jointly define a minimum SKU threshold for model shooting. Grand Shooting undertakes to only select models that best represent the Client's guidelines. Unless otherwise agreed by the Parties, the selection process is as follows: Grand Shooting will provide the Client with photos of at least three (3) models at least five (5) days before the scheduled photoshoot date. The Client must approve or reject any proposed model within two (2) business days from the date of Grand Shooting's proposal. The Client is aware that it has the right to reject (based on reasonable grounds) the selection of models once and must specify its requirements so that Grand Shooting can select new models accordingly. Grand Shooting will then provide photos of three (3) other models. The Client has two (2) business days from the date of Grand Shooting's proposal to choose one of the models from this selection. If the Client does not choose a model within two (2) business days, Grand Shooting will select the model that best meets the Client's requirements.

6.5 Product Transport. The Client is responsible for transporting the products to and from Grand Shooting's studios or any other shooting location. The Client must inform Grand Shooting of (i) the company responsible for transporting the products; (ii) any tracking number provided; (iii) the estimated arrival date and time of shipment; (iv) information about the parcels, including the number of parcels, weight, dimensions, packaging method (e.g., on hangers, in a bag, etc.), and (v) packaging specifications for the return of the products, if applicable. The Client is solely responsible for (i) the costs, duties, taxes, and/or fees associated, and (ii) obtaining adequate insurance in case of damage and/or loss of the good(s) during transport. All goods shipped in accordance with this Contract must arrive at the shooting location no later than 48 hours before the photo session and at least 24 hours before the Shooting. Grand Shooting is not responsible to the Client for any costs, including costs related to delays, in the event of loss and/or damage to the goods before their arrival at the shooting venue and after their departure. Any delay resulting from loss or shipping delay will be treated as a cancellation/rescheduling by the Client and billed according to Article 6.7 below.

6.6 Shipping Delay and Damaged Product. In the event of a shipping delay or damage to the products prior to their arrival at the studio or shooting location, the service levels will not apply and Grand Shooting will not incur any liability towards the Client. In the event of damage to the products, if the Client requests Grand Shooting to photograph the damaged products, Grand Shooting shall not be responsible for the non-conformity of the Deliverables with the Product Summary and these Deliverables shall be invoiced under the normal conditions of the Contract.

6.7 Cancellation. The Client shall pay the following amount if he cancels or reschedules a Shooting within the specified deadlines: (i) 50% of the Shooting price in case of cancellation or rescheduling between five (5) and two (2) business days before the Shooting date and (ii) 100% of the Shooting price in case of cancellation or rescheduling one (1) business day before the Shooting date. The Shooting price is determined by the quantity of SKUs multiplied by the price per SKU agreed upon between the Parties.

6.8 Delivery of Deliverables. Grand Shooting will deliver the Deliverables via the mutually agreed method by the Parties and within the timeframe specified on the Order Form.

6.9 Acceptance. If any Deliverable delivered to the Client does not meet the applicable Guidelines/Product Summary, the Client may reject the non-compliant Deliverable(s) within three (3) business days following its/their delivery. If the Client fails to reject the Deliverable(s) within the specified timeframe, the Deliverable(s) shall be irrevocably deemed to have been accepted and may no longer be rejected.

6.10 Deliverable Revisions. Unless otherwise agreed by the Parties, if the Client is not satisfied with a Deliverable in light of the Product Summary, it may make one (1) revision request, within the timeframe mentioned in Article 7.1, at no additional cost ("**Revision**"). Grand Shooting will then only make the necessary corrections to align the Deliverable with the Product Summary. Beyond this Revision, the Client shall pay for any additional revision, in accordance with Grand Shooting's usual pricing at the time of the requested revision(s). Any revision requests outside the scope of the Product Summary will be billed to the Client in accordance with Grand Shooting's usual pricing

at the time of the request. These revision requests do not discharge the Client from its obligation to pay associated with the Services and Deliverables, and it cannot claim a refund of fees paid in the scenarios described above.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 The Client's Intellectual Property. The Client hereby grants Grand Shooting, free of charge and perpetually, the non-exclusive right to use any of the Client's trademarks, logos, service marks, symbols, trade names, and other intellectual property elements of the Client ("**Client IP**"), worldwide, in accordance with the terms of the Contract, solely for the purpose of exercising the rights granted to it and performing the obligations incumbent upon it under the Contract, and more particularly, to integrate the Client IP into the relevant Deliverable(s). Grand Shooting shall be entitled to modify the Client IP, if necessary, to use it in the relevant Deliverable(s).

7.2 Grand Shooting's Intellectual Property. Notwithstanding any contrary provision, the Client acknowledges that (i) all concepts, techniques, optimizations, and know-how discovered, produced, developed, or used at any time by Grand Shooting, (ii) all technologies, software tools, models, reusable and/or generic codes, as well as associated media developed at any time by Grand Shooting generally in the course of its business, including but not limited to, by or for Grand Shooting's clients, and (iii) all of Grand Shooting's Intellectual Property Rights (collectively referred to as the "**Grand Shooting's Existing IP**") are and shall remain at all times the exclusive property of Grand Shooting.

7.3 Intellectual Property Rights associated with the Deliverables. The Parties hereby agree that the Deliverables and all elements attached thereto, with the sole exception of the Client IP, are the exclusive property of Grand Shooting, its successors and assigns, and/or its subcontractors during the entire duration of legal protection by copyright under applicable law, worldwide, and for all useful purposes, whatever they may be (including but not limited to display, broadcast, sale, transfer, representation, reproduction, or preparation of derivative works, etc.).

7.4 License. Notwithstanding the foregoing, Grand Shooting grants the Client a limited, non-exclusive right worldwide to use, reproduce, publish, and

display the Deliverables on the Internet, including but not limited to digital platforms, social media platforms, websites, and/or third-party and Client's applications, during the duration of legal copyright protection applicable in the relevant territory(ies).

7.5 Intellectual Property Rights Violation. The Client undertakes not to use the Deliverables for unlawful purposes, or in any way that would infringe upon third party rights. The Client undertakes not to use the Deliverables in any way that would infringe the intellectual property rights of a third party including, but not limited to, trademark rights, copyright, moral rights and/or patent rights.

7.6 General Intellectual Property Rights. Unless expressly stated otherwise in the Contract, no provision herein grants either Party any license, authorization, or right to any patent, copyright, or other Intellectual Property Right of the other Party. Each Party reserves all rights associated with its know-how, ideas, concepts, methodologies, processes, technologies, algorithms, and all other intellectual property elements of any nature, to the fullest extent permitted by applicable law.

ARTICLE 8. ADVERTISING, PROMOTION, AND MARKETING

Notwithstanding any contrary provision, the Parties agree that Grand Shooting has the right to use the Deliverable(s) in part and/or in whole, to advertise or promote Grand Shooting and/or its services, worldwide, during the duration of legal copyright protection under applicable law, by all means and on all media (including but not limited to social networks and/or websites owned and/or controlled by Grand Shooting or one of its Affiliate Companies), in any version (hereinafter referred to as the "**Grand Shooting's Promotion Right**"). The Grand Shooting Promotion Right shall include, without limitation, the right:

(i) to integrate and publish all or part(s) of the relevant Deliverable(s) in Grand Shooting's professional portfolio (any presentation of works performed by Grand Shooting), which portfolio may be made available or published by Grand Shooting at its sole discretion, by any means, on any media, or in any format;

(ii) to use the name, trademark, and biographical data of the Client for the purpose of including them in Grand Shooting's professional portfolio



and as a commercial reference on its website and other marketing and promotional materials; and

(iii) to carry out case studies on the success of the relevant Deliverable(s), and to publish said case studies on Grand Shooting's website, as well as on any other marketing medium.

ARTICLE 9. REPRESENTATIONS AND WARRANTIES

9.1 The Client's Representations and Warranties.

The Client represents and warrants that all materials provided and all data communicated under the Contract in connection with the performance of the Service or for integration into the relevant Deliverable(s):

9.1.1 will not knowingly infringe upon third party intellectual property rights;

9.1.2 will not knowingly infringe upon the publicity rights or privacy of any third party; or

9.1.3 will not knowingly violate any law, statute, ordinance, or applicable regulation.

9.2 Grand Shooting's Representations and Warranties. Grand Shooting declares and guarantees that all materials used in the relevant Deliverable(s):

9.2.1 will not knowingly infringe upon third party intellectual property rights;

9.2.2 will not knowingly infringe upon the publicity rights or privacy of any third party, subject to Article 8(ii); or 9.2.3 will not knowingly violate any law, statute, ordinance, or applicable regulation.

9.3 The Parties' Representations and Warranties.

Each Party individually represents and warrants that the following information is true and accurate as of the Effective Date of the Contract:

9.3.1 It is duly incorporated, and its existence is valid under the laws of the territory of its registration or incorporation;

9.3.2 It has the capacity or right to enter into the Contract, execute and perform the obligation under these terms, and commence the operations contemplated herein;

9.3.3 It has entered into the Contract and will perform the obligations incumbent upon it under

these terms once all necessary corporate measures and procedures have been authorized; and

(iv) The Contract has been signed by duly authorized persons and constitutes a valid and binding obligation enforceable against each Party in accordance with its terms.

9.4 General Exclusion of Warranties. Except for the explicitly stated warranties in the Contract, each Party expressly disclaims all other warranties, whether express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose

ARTICLE 10. TERMINATION

10.1 Lock-in: No Termination for Convenience. The Contract cannot be terminated for convenience.

10.2 Termination for Default. Either Party may terminate the Contract in the event of a material breach of this Contract by the other Party which is not remedied within thirty (30) days of receipt of written notice of such breach from the non-breaching Party. Notwithstanding the foregoing, if the alleged breach concerns the non-payment by the Client of any amount due under the Contract, Grand Shooting may terminate the Contract or any Order Form issued hereunder if the Client fails to remedy such breach within ten (10) business days from the receipt of a written notice thereof from Grand Shooting.

10.3 Termination on Account of Bankruptcy. Each Party shall have the right to terminate the Contract with immediate effect by delivering written notice to the other Party if (i) the other Party becomes insolvent, enters into judicial liquidation, becomes subject to voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or (ii) a substantial portion of the assets of the other Party becomes subject to seizure, garnishment, assignment, or sale by or for any creditor or governmental agency.

10.4 Payments Following Termination. In the event of termination of the applicable Order Form and/or the Contract, the Client shall pay Grand Shooting all amounts due under the applicable Order Form for the Services rendered and/or the Deliverable(s) provided up to the effective date of termination. Any amount due for the Services rendered by Grand Shooting or the Deliverable(s)

provided by it shall be invoiced to the Client, who shall settle it as soon as possible or, at the latest, within thirty (30) days from the termination. The termination of the Contract shall not release the Client from any liability it has incurred during the period preceding the termination date. In the event of termination by Grand Shooting for fault of the Client, it is understood that the Client remains liable for the Guaranteed Minimum in the terms of Article 4.3; therefore, the Minimum Guarantee will be invoiced to the Client on the effective date of termination.

ARTICLE 11. FORCE MAJEURE

None of the Parties shall be held liable for any non-performance or delay in the performance of its obligations under the Contract as a result of Force Majeure (this term being defined in Article 1218 of the Civil Code), and as a result of any event beyond the control of said Party, including but not limited to fire, flood, typhoon, earthquake, insurrection, war, terrorist act, power failure, civil disturbance, explosion, embargo, or national strike.

ARTICLE 12. INDEMNIFICATION

12.1 Claims Against Grand Shooting. The Client shall indemnify, defend, and hold harmless Grand Shooting and its officers, directors, employees, agents, Affiliate Companies, successors, and authorized assigns (hereinafter individually referred to as the "**Indemnified Party**" and collectively as the "**Indemnified Parties**") with respect to all losses, damages, liabilities, failures, claims, lawsuits, judgments, settlements, interests, awards, penalties, fines, costs, or expenses, including attorneys' fees incurred by the Indemnified Parties (the "**Losses**"), resulting from any claim filed by a third party against Grand Shooting regarding an allegation of the following, or resulting from such allegation (a "**Claim Against Grand Shooting**"):

12.1.1 The Client's breach or non-compliance of the terms and conditions of the Contract;

12.1.2 A breach by the Client of the representations and warranties made by it, and the commitments it made under the Contract;

12.1.3 Any breach by the Client of the obligations referred to in Article 5.

12.1.4 The Client's failure to comply with its obligations under Article 7, and/or the use of the Deliverables in a manner contrary to the provisions of Article 7 by a third party to whom the Client has granted a license, transferred its rights, or otherwise assigned the Deliverables.

12.2 Claims Against the Client. Subject to compliance with Article 7.1 by the Client, Grand Shooting shall indemnify, defend, and hold harmless the Client and its officers, directors, employees, agents, Affiliate Companies, successors, and authorized assigns (hereinafter individually referred to as the "**Indemnified Party**" and collectively as the "**Indemnified Parties**") with respect to all Losses resulting from any claim filed by a third party against the Client regarding or relating to an allegation that Grand Shooting has committed a material breach of the representations and warranties it made, or the commitments it made under the Contract (a "**Claim Against the Client**").

12.3 Indemnification Procedure. In order for either Party to be indemnified under Article 12.1 or 12.2 respectively, the Party seeking indemnification for a Claim Against Grand Shooting or a Claim Against the Client (collectively referred to as a "**Claim**" for purposes of this Article) shall:

12.3.1 Notify the other Party of the Claim as soon as reasonably practicable;

12.3.2 Grant the other Party exclusive control over the defense and/or settlement of the Claim, provided, however, that the indemnified Party shall not settle any claim against it unless such settlement unconditionally releases the other Party from all associated liability; and

12.3.3 Provide the other Party with all reasonable assistance concerning the defense or settlement of the Claim, at its own expense.

ARTICLE 13. LIABILITY

13.1 Neither Party shall be liable to the other Party for any loss of enjoyment, business interruption, loss of revenue, loss of profits, loss of opportunities, loss of customers, damage to reputation, loss of data, or any indirect, special, incidental, or consequential damages of any kind, whether arising in contract, tort (including negligence), strict liability, product liability, or otherwise, even if such Party has been advised of



the possibility of such damages, except for willful misconduct or gross negligence committed by such Party.

13.2 Limitation of Liability. Notwithstanding any contrary provision, in no event shall Grand Shooting's total liability under the Contract for any damages resulting directly from the Contract and all claims, fees, costs, judgments, expenses, and/or awards that the Client may be subject to or incur or that may be brought or concluded against the Client, exceed, in aggregate, the amount paid by the Client to Grand Shooting under the Order Form on which the claim(s) seeking indemnification is/are based.

13.3 Exceptions to Limitation of Liability. No provision of the Contract shall be deemed to limit or exclude a Party's liability (i) for death or personal injury resulting from its negligence; (ii) for fraud or fraudulent misrepresentation; or (iii) to the extent such limitation or exclusion is not permitted by law.

ARTICLE 14. CONFIDENTIALITY

14.1 Confidentiality Obligation. During the entire term of the Contract and for a period of five (5) years from the date of expiration or termination of the Contract for any reason whatsoever, the Parties agree to maintain strict confidentiality of all Confidential Information disclosed in the performance of the Contract. Each Party agrees to refrain, at all times, except to its employees, personal representatives, subcontractors, and/or advisors and Affiliate Companies with a legitimate need to know such Confidential Information (hereinafter collectively referred to as the "**Authorized Parties**"), from disclosing such Confidential Information to any third party.

In this regard, each Party agrees to:

14.1.1 Not disclose in any way whatsoever, including verbally, the Confidential Information without the prior written consent of the other Party;

14.1.2 Protect and maintain strict confidentiality of the other Party's Confidential Information, applying the same level of care and security as it does for its own equally important confidential information;

14.1.3 Disclose internally only to employees and solely when necessary for the proper execution of these terms;

14.1.4 Do not copy, reproduce, or duplicate, in whole or in part, any Confidential Information or its reproductions unless explicitly authorized by the other Party, including all Confidential Information and their reproductions transmitted by each Party concerning the other Party.

14.2 Disclosures Required by Law. Notwithstanding the foregoing, each Party may disclose Confidential Information if such disclosure is required by law or by any legal or regulatory authority pursuant to a valid court order, provided that the disclosing Party provides written notice of such disclosure as soon as reasonably practicable prior to such disclosure, and limits it to what is strictly necessary to comply with the law, regulation, or valid court order.

14.3 Confidential Information Ownership. The Disclosing Party shall remain the sole and exclusive owner of any Confidential Information it communicates to the Receiving Party. Unless otherwise provided in the Contract, the Receiving Party shall not receive any title, license, or property rights with respect to any Confidential Information it receives.

14.4 Confidential Information Return. Upon receiving a written request from the Disclosing Party, the Receiving Party shall, at the Disclosing Party's option, either return all Confidential Information of the Disclosing Party in its possession or destroy it within fourteen (14) days of receiving such a request. If the Contract is terminated in accordance with Article 10, or upon the Contract's expiration, the Parties shall return or destroy all Confidential Information of the other Party in their possession within thirty (30) days. Notwithstanding the foregoing, after a request for the return of Confidential Information or upon termination of the Contract, the Receiving Party may retain archive copies of the Confidential Information as necessary to comply with applicable laws and regulations.

ARTICLE 15. LEGAL COMPLIANCE

Each Party shall, at all times, perform all of its obligations under the Contract in accordance with applicable laws, orders, and regulations.

15.1 Ethics and Anti-Corruption. Each Party undertakes to conduct its activities in a framework that respects, supports, and promotes corporate social responsibility (including with its own suppliers). Therefore, each Party declares that it conducts its activities in a manner that complies with the standards of the International Labour Organization, the Organization for Economic Co-operation and Development guidelines for multinational enterprises, and the United Nations Global Compact.

15.2 Compliance with Anti-Corruption Laws. Furthermore, each Party declares that it conducts its activities in a framework free from any form of corruption, including extortion, bribery, and influence peddling, and complies with Part I of the International Chamber of Commerce Rules on Combating Corruption 2023 as well as applicable laws and regulations on combating corruption, including those with extraterritorial application, such as the Sapin II Law (France), the Foreign Corrupt Practices Act (United States of America), and the UK Bribery Act (United Kingdom). Without limiting the foregoing provisions, each Party declares and warrants that it and/or its Affiliate Companies shall refrain, directly or indirectly, from offering, promising, soliciting, authorizing, paying, or accepting any gift, gratuity, undue financial advantage, or other advantage of any kind (or insinuating that it will do so), to or from any person, in any way related to the agreement concluded with the other Party and which aims to induce or encourage, or which has the effect of inducing or encouraging the violation of any obligation incumbent on the person concerned. Each Party declares and warrants that it has taken reasonable measures to prevent its subcontractors, agents, or any other third party from doing so.

15.3 Sanctioned Countries. In the course of its business and in the performance of the Contract, each Party further declares that it complies with restrictive measures concerning sanctioned countries, as provided by the laws and regulations of the European Union and the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC)). In this regard, each Party undertakes to refrain from contacting individuals and/or legal entities subject to international sanctions and from negotiating, directly or indirectly, with sanctioned countries (including by exporting or importing goods, services, or other resources) to the extent that

such negotiation falls within the scope of the sanctions.

ARTICLE 16. DATA PRIVACY

16.1 If the Client communicates any personal data to Grand Shooting, it is understood and agreed that:

16.1.1 The Client will act as the sole data controller;

16.1.2 Grand Shooting will act as the data processor for any personal data communicated by the Client;

16.1.3 The Client will ensure that any personal data is collected lawfully, in compliance with the GDPR and/or any applicable national legislation;

16.2 As the data controller, the Client is solely responsible for any collection, storage, use, or other processing of personal data. The Client is solely responsible for ensuring compliance with the GDPR or any other applicable national data protection laws and guarantees such compliance in relation to any processing of personal data carried out during the performance of the Contract.

16.3 If the GDPR and/or any other applicable data privacy legislation requires, the Client shall obtain informed consent from any end customer or other natural person.

16.4 The Parties shall agree on contractual terms to ensure compliance with the GDPR and Article 28 thereof, as applicable.

16.5 The Client shall indemnify Grand Shooting against any claims, complaints, or other actions brought by any natural person whose personal data is collected, stored, used, or otherwise processed in any way in the performance of the Contract.

ARTICLE 17. NOTIFICATIONS

Any notice under the Contract shall be in writing and sent in paper or electronic format to the address of the respective Party. Notices to the Client shall be sent using the method indicated on the applicable Order Form. Notices to Grand Shooting must be sent to the following address, with acknowledgment of receipt: accounting@grand-shooting.com

ARTICLE 18. ASSIGNMENT

Neither Party shall transfer or assign to anyone any or all of the rights granted to it under the Contract without the prior written consent of the other Party. Any attempt to assign such rights shall be null and void.

ARTICLE 19. SURVIVAL

To the extent permitted by applicable law, notwithstanding the termination of the Contract, any provision of the Contract that, by its nature, expressly or implicitly continues to have effect after the end of the Contract shall remain in full force and effect. This applies, without limitation, to provisions relating to intellectual property, confidentiality, liability, applicable law, jurisdiction, and warranties.

ARTICLE 20. INVALIDITY

In the event that any provision of the Contract is declared invalid or unenforceable by a competent court or authority, such provision shall be limited or removed to the minimum extent necessary. The invalidity or unenforceability of such provision shall not affect the other provisions of the Contract, which shall remain in full force and effect. Furthermore, the Parties hereby agree to replace any invalid or unenforceable provision by adding to the Contract a valid and enforceable provision to give effect to the intention of the deleted provision to achieve the economic, legal, and/or commercial scopes of the invalid or unenforceable provision.

ARTICLE 21. CONTRACTUAL STRUCTURE

The General Terms and Conditions as well as the applicable Order(s) Form constitute the Contract between the Parties. In case of inconsistency or conflict between the Order Form and the General Terms and Conditions, the terms of the Order Form

shall prevail, to the extent they conflict with the General Terms and Conditions. The Contract supersedes and replaces all previous agreements, oral and written ancillary agreements, and agreements concluded between the Parties relating to the subject matter of the Contract.

ARTICLE 22. WAIVER

The failure or delay of either Party to exercise any right or remedy granted by this Contract or by applicable law shall not constitute a waiver of such rights and remedies granted hereunder. A waiver of any right granted under this Contract shall only be effective if made in a written document signed by the duly authorized representatives of the Parties concerned. A valid waiver of a right granted under this Contract shall be without prejudice to any other right granted under this Contract or applicable law.

ARTICLE 23. PARTY COLLABORATION

23.1 The Parties acknowledge that the success of the Contract requires their close collaboration. The Parties undertake to always behave towards each other as loyal partners to cooperate in good faith, continuously, and to inform each other of any difficulties they may encounter in the execution of the Contract.

23.2 To this end, the Parties will mutually agree on the maximum volumes of Services that may be ordered by the Client from one month to the next in the applicable Order Form(s), in order to ensure that Grand Shooting can provide the said Services under the best possible conditions.

ARTICLE 24. APPLICABLE LAW AND JURISDICTION

The Contract and the Order(s) Form issued hereunder are governed, interpreted, and executed in accordance with French law, excluding its conflict of laws rules, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Commercial Code. The Parties hereby submit personally and exclusively to the jurisdiction of the Commercial Court of Paris.