

CHARTER OF BEST PRACTICES

"C Le Marché"

This "C le Marché" Charter of Best Practices is intended to educationally promote Seller awareness of certain important issues in making the platform a secure environment for consumers in particular.

NOTICE: This Charter in itself is non-exhaustive in nature, and the subjects discussed herein are not covered in an exhaustive manner.

The Charter does not constitute legal or tax advice. It is up to each Seller to consult with its own advisors to ensure that (i) its activity on "C le Marché" complies with the applicable national, European and international laws, and that (ii) it is not misusing the "C le Marché" marketplace platform.

This Charter complements the CGMAD [General Conditions for Making Available the Marketplace C le Marché]; it does not limit or replace them.

Sellers wishing to sell their products via the Cdiscount Marketplace undertake to respect the following Charter of Best Practices:

1. BEST PRACTICES IN REGARD TO CUSTOMER RELATIONS

Through our "C le marché" Marketplace, you speak to customers: correct information and correct treatment of customers should be the rule for your activity on our Marketplace.

In this regard, we draw Sellers' attention to the fact that:

- You must deliver fair and transparent information to every consumer at all stages of the relationship (pre-sale, during sale and post-sale);
- You must deliver all the information required by the applicable regulations, in particular articles L111-1, L111-2, and L 121-17 of the French consumer code, to every consumer on the "C le marché" Marketplace before making any sale;
- You must provide consumers with the effective ability to exercise their right of cancellation (provided in particular by articles L121-21 et seq. of the French consumer code);
- You must comply with the rules on product warranties, in particular the legal guarantee of conformity (provided in particular by articles L. 211-4 to L. 211-13 et seq. of the Consumer Code) and liability for hidden defects (as provided in particular by articles 1641 to 1648 of the French civil code);

- You must comply with the legal and regulatory provisions relating to the collection, processing and storage of personal data, in particular those provided by Law No. 78-17 of January 6th, 1978 on information technology, data files and civil liberties.

➤ Best practices to be adopted

If you are a Seller on our Marketplace, you must comply at minimum with the following:

At the pre-sales stage:

- Provide and update your product file in as complete a manner as possible, providing at minimum the information required by law;
- Provide visible information about yourself in such a way as to ensure that customers can clearly identify your organization;
- Only place products online that you actually have in stock;
- Show the price of your products with all taxes and possible customs fees included;
- Indicate the country from which your products are shipped;
- Show shipping times consistent with the country from which your products are shipped;

At the sales stage:

- Keep your promises to the customer: in terms of the quality of the product sold, price, delivery time, return policy, etc.;
- Handle post-sales customer requests in compliance with your commitments and with legal requirements, particularly in terms of product warranties;

In all circumstances:

- Remain courteous and respectful;
- Respond to any customer request (information, complaints...) within the time frames stipulated in the CGMAD;
- Always address customers in the French language;
- Do not (i) attract clients to your own website or any third party website, directly or indirectly (for example, you must not use your URL as a pseudonym for your seller shop, and you must not specify the URL of your website in any medium that may become visible to customers, such as your product files, sales conditions, or emails to customers); (ii) include advertising or informational materials in your packages that promote your own website or that of any third party; (iii) solicit customers.

- take customer feedback into consideration (requests for information, claims, customer reviews, etc.) in determining your conduct on our Marketplace;
- Do not use any customer personal data accessible to you for any purpose other than the fulfillment of your obligations related to sales made on our Marketplace;
- Ensure that the confidentiality and integrity of customers' personal data are maintained, in particular by implementing all hardware and software resources sufficient to ensure the security of such data;
- Do not store customer data beyond the time required to fulfill your sales-related obligations on our Marketplace.

2. BEST PRACTICES FOR PROHIBITED PRODUCTS OR PRODUCTS SUBJECT TO SALES RESTRICTIONS

Some products are banned from sale on our Marketplace, and some products may only be sold by a few authorized Sellers.

In this regard, we draw Sellers' attention to the fact that:

- National, European and international law prohibits the online sale of certain products, for example: drugs, cigarettes, etc.;
- National, European and international law prohibits the sale of products from certain countries that are subject to international sanctions or embargoes;
- Some products are subject to restricted distribution;
- Our CGMAD also prohibit the sale of certain products.

➤ Best practices to be adopted

If you are a Seller on our Marketplace, you must comply at minimum with the following:

- Refrain absolutely from offering any item for sale that is prohibited under national, European or international legislation;
- Refrain absolutely from offering any products from countries subject to international sanctions or embargoes;
- Refrain absolutely from offering the following items, prohibited by our CGMAD:

- a) items whose advertising, offer, or commercialization violate intellectual property rights (copyright and related rights), industrial property rights (trademarks, patents or design rights) or any other applicable law (in particular image rights, privacy rights, and personality rights);
 - b) items containing discriminatory content or promoting violence (including weapons in categories A to D as defined by law, toy weapons and artificial imitation weapons, etc.), or racial, religious or ethnic hatred;
 - c) live animals;
 - d) stolen goods;
 - e) advertising, including in the form of links;
 - f) medications or drugs of any kind, items likely to promote drug use, or substances presented as having the effect of substances or plants classified as drugs;
 - g) items that are likely to endanger health, safety or the environment;
 - h) other items that may not be legally offered or sold, or whose offer or sale is likely to harm public order, public decency, or the rights of other Sellers or third parties.
 - i) products of an erotic or pornographic nature;
- Ensure and be able to prove that you have sufficient authorization to distribute any products whose sale is subject to restrictions;
 - Refrain absolutely from selling any product if you have any doubts about your right to sell it on our Marketplace.

3. PRODUCT SAFETY AND CONSUMER HEALTH REQUIREMENTS

Products placed on the market must be safe, and must include information guaranteeing their traceability, such as the identity of the manufacturer and the product number. When necessary, they must be accompanied by the proper warnings and information regarding the risks inherent in their use.

Sellers are solely responsible for compliance with the Safety Requirements of the products they offer for sale on the Marketplace. You shall be solely liable as the Seller for any sale of products that do not comply with Safety Requirements.

In this regard, we draw Sellers' attention to the fact that:

- any product may be subject to one or more sets of regulations (including national and/or European regulations) related to product safety (hereinafter referred to as "Safety Requirements");
- Safety Requirements may be general and common to all products (such as Directive 2001/95/EC of the European Parliament and Council of December 3rd, 2001 on general product safety);
- Specific Safety Requirements applicable to certain product categories may also apply (for example: toys, electrical appliances or food products);

- Safety Requirements shall include the mention of specifications on packaging or in informational documents, so that the buyer/user shall have the necessary information regarding the manufacture of the product, the standards with which it is compliant, and the conditions under which it can/should be used.

➤ **Best practices to be adopted:**

If you are a Seller on our marketplace, you must implement all the necessary procedures to ensure that you are only selling products that comply with the applicable regulations; it is therefore your responsibility, at minimum, to comply with the following:

- If you are a manufacturer: design products that are compliant with Safety Requirements, and in that regard perform all such procedures as may be required to establish and prove such compliance (in particular proof of any testing performed and the issue of any certifications obtained);
- If you are an importer: ensure that the manufacturer has designed a product that complies with the applicable Safety Requirements (in particular by verifying the applicable regulations and the product's compliance with said regulations);
- If you are a distributor: identify the safety rules for any products you offer, and verify that the manufacturer and importer have complied with their obligations, and thus that the products are compliant with the applicable Safety Requirements;
- In any case, it is your responsibility to ensure that your products, their packaging, and any other documents required due to the nature thereof are compliant with the applicable Safety Requirements (in particular regarding their presentation, marking, labeling, and instructions for use).
- Refrain from selling any product if you have any doubts about its compliance with the applicable Safety Requirements.
- Remove from sale any product that becomes subject to a recall procedure, and conduct any due diligence required pursuant to product recall procedures;

4. BEST PRACTICES TO COMBAT COUNTERFEITING

Offering counterfeit products is illegal, and holds you liable as a Seller to internet users and rights holders.

The "C le marché" Marketplace is committed to respecting the rights of third parties.

In this regard, we draw Sellers' attention to the fact that:

- counterfeiting may occur in various forms, including:

- ✓ the act of copying or imitating the name, logo, shape, patterns, or presentation of products that are protected (trademarks, industrial design rights, works protected by copyright) or COPYING a patented technological invention.
- ✓ this also includes the act of importation into the European Union without permission from the intellectual property rights owner;
- A counterfeit product has a high risk of non-compliance with the product Safety Requirements discussed in the previous section.

➤ **Best practices to be adopted:**

If you are a Seller on our marketplace, you must comply with at minimum the following:

- Verify the authenticity, and more generally the non-infringing nature of your products before placing them online on our Marketplace;
- If you have any doubts about the authenticity or more generally about the non-infringing nature of your products, refrain from putting them online;
- Respond to any Buyer complaint within the time frames and conditions set forth in the CGMAD, and if necessary indemnify the Buyer.

5. GOOD PRACTICES TO COMBAT TAX FRAUD

Sales conducted in violation of the applicable tax charges (VAT in particular) or in violation of parafiscal charges (WEEE and Sorecop in particular) are illegal, and render you solely liable to internet users, third parties and the Tax Authorities.

In this regard, we draw Sellers' attention to the fact that:

- The primary consumer tax in France is the Value Added Tax (VAT); its rate differs depending on the nature of the product;
- Several parafiscal charges also exist that may apply to certain categories of products, such as the private copy levy or "Sorecop" charged on all digital storage media such as hard drives, memory cards, USB sticks, or tablets; or the WEEE (Waste Electrical and Electronic Equipment) levy charged on electrical and electronic products, etc.);
- Any commercial activity in France is subject to domestic taxation (corporation tax in particular), except in tightly framed special cases.

➤ **Best practices to be adopted:**

If you are a Seller on our marketplace, you must comply with at minimum the following:

- Verify the VAT rate applicable to your products, and apply the appropriate VAT for said products;
- If you believe that you are not liable to VAT, you must verify with certainty that your personal situation actually warrants such an exemption;
- Verify whether your products are subject to parafiscal charges and apply the appropriate parafiscal charges to your products;
- Pay all taxes corresponding to your activity on our Marketplace. If you feel that your activity on our Marketplace is not subject to taxation in France, verify your situation with certainty, and be prepared to provide proof.

6. CDISCOUNT, IN ITS CAPACITY AS HOST OF THE "C LE MARCHÉ" MARKETPLACE

We are committed to making our Marketplace a quality platform for internet users and third parties.

In this context, Cdiscount:

- Shall respond to any request issued by a public authority, in the context of any communication duties incumbent upon it regarding Sellers and their products;
- Encourages any person to notify it of the presence of any apparent illegal content on the "C le marché" Marketplace in accordance with article 6. 1.-5 1 of Law No. 2004-575 of June 21st, 2004, regarding Confidence in the Digital Economy ("LCEN");
- Encourages any person to notify it of the presence of products not in compliance with Safety Requirements on the "C le marché" Marketplace;
- Reserves the right to immediately suspend any offer that are not in compliance with the Best Practices set forth above, and more broadly to apply any measures provided under the CGMAD.
