

ADDICT MOBILE TECHNOLOGY'S GENERAL TERMS OF SALE

April 2026 version

PREAMBLE

The CLIENT wishes to call on a service provider in order to assist them in the promotion of their Mobile Application and/or Mobile Website.

The company ADDICT MOBILE (hereinafter referred to as "COMPANY") has developed know-how and knowledge in strategic consulting, production and translation of visuals, management of acquisition campaigns, optimization, and reporting.

In this context, the CLIENT has decided to entrust the COMPANY with a Service for the promotion of its website and/or its mobile application and/or its services, defined in the order form(s) entered into between the COMPANY and the CLIENT (hereinafter the "Order Form").

These General Terms and Conditions are intended to govern the contractual relations of the parties and apply each time the COMPANY performs Services for the CLIENT.

THIS BEING RECALLED, THE FOLLOWING WAS AGREED AND DECIDED:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to determine the conditions under which THE COMPANY will promote the CLIENT's Application or Mobile Website (hereinafter the "Services") in return for the remuneration as provided for in the Order Form.

When performing the Services, the COMPANY undertakes to comply with all legislation in force and not to contravene any rights of third parties or to harm the CLIENT.

ARTICLE 2 – SERVICES OF THE COMPANY

These General Terms and Conditions are intended to provide a framework for the provision of all the Services detailed below.

Each CLIENT's Purchase Order will detail the Services provided by the COMPANY as well as the related budget, among the Services detailed below.

It is expressly accepted by the Parties that the budget indicated on the Order Form may be modified during the Contract by a simple written agreement between the Parties, in particular by email.

The CLIENT acknowledges that the COMPANY is subject to an obligation of means in the performance of the Services.

2.1 Strategic Advice

As part of this Service, the COMPANY may carry out an audit to identify the points of optimization of the CLIENT's strategy, by an audit of the mobile application page in the Client's stores (App store and/or Google Play Store), or by an audit of the site (CRO) in order to improve the conversion rates of the CLIENT's acquisition funnel.

On the basis of the proposals made by the strategic council, the COMPANY will establish with the CLIENT an action plan to support the CLIENT and will advise him on the Services necessary for the CLIENT's objective.

2.2 Production of marketing visuals

The COMPANY may create content for the CLIENT, in particular banners, videos, images, texts (hereinafter "Marketing Visuals") from the graphic elements provided by the CLIENT and update these Marketing Visuals regularly according to the CLIENT's needs.

The Parties acknowledge that the CLIENT only has a right to use the Marketing Visuals limited to the duration of the Contract and in the context of the promotional campaigns managed by the COMPANY, and that no other intellectual property rights are attributed to the Client, except in the case of a deed of assignment.

2.3 Implementation and optimization of promotional campaigns

As part of the Services, the COMPANY implements promotional campaigns (hereinafter "Campaign") in various sources, in order to target audiences according to the CLIENT's requests.

As part of its campaigns, the COMPANY will propose to the CLIENT all useful initiatives to improve the Campaign's audience.

During the current Campaign, the COMPANY will be required to adapt investments and vary the media and targeting according to the results obtained.

2.4 Fraud Detection.

The COMPANY will endeavour to detect fraud during the Campaigns and to deduct the maximum amount of fraudulent traffic from the Campaigns.

To carry out this mission, the COMPANY must rely on the data transmitted by the CLIENT's tracking tool, therefore the CLIENT must provide the COMPANY with full access to the data of its tracking tool.

The Parties acknowledge, however, that the COMPANY's obligation to detect fraud is only an obligation of means, and that it is conditional on the CLIENT providing the information necessary for the detection of fraud.

In the absence of sufficient information provided by the CLIENT, the COMPANY disclaims any liability in the event of fraud during the Campaigns.

2.5. Reports to the CLIENT

THE COMPANY will periodically send the CLIENT a report on the progress and results obtained on the Campaign. The COMPANY will organize weekly or monthly meetings with the CLIENT according to the CLIENT's needs for the follow-up of the Services.

The CLIENT will also have access to the SOCIETE des Campagnes' real-time monitoring tool.

ARTICLE 3 – OBLIGATIONS OF THE CLIENT

The CLIENT will provide all the necessary information to THE COMPANY to enable it to carry out its mission. The CLIENT undertakes to have a tracking tool for the monitoring of the Campaigns and to provide full access to the data of this tool to the Addict Mobile teams in order to enable them to ensure the detection of possible fraud.

The CLIENT will follow the recommendations of THE COMPANY. If the CLIENT refuses the advice offered by the COMPANY's staff, he or she must inform the COMPANY explaining the reasons why it considers the advice inappropriate.

The CLIENT undertakes, on its Website and/or mobile application, not to engage in illegal activity, no misleading advertising and to comply with the regulations, and more specifically the regulations applicable to its activity.

The CLIENT also undertakes to comply, with regard to the Services, with all legal and regulatory requirements relating to information technology, files and freedoms as they result from the European Regulation on the protection of personal data 2016/679 and Law No. 78-17 of 6 January 1978 as amended, or any text that may modify or replace it and, in particular, to carry out all the steps prescribed by such texts. Thus, the CLIENT undertakes, on its own behalf and that of its CLIENTS, to comply with the provisions relating to cookies and pop-up windows, in particular all the recommendations of the CNIL.

ARTICLE 4 - DURATION OF THE CONTRACT

This Agreement shall be effective retroactively from time to time upon execution of the Purchase Order, or the date set forth in the Purchase Order, for the term set forth in the Purchase Order. In the absence of a term defined in the Purchase Order, the duration of the Contract will be 12 (twelve) months, tacitly renewable for successive periods of the same

duration unless terminated by either Party sent by Registered Letter with Acknowledgement of Receipt three months before the end of the current period.

ARTICLE 5 – FINANCIAL CONDITIONS

5.1 Financial terms and conditions applicable to the Services provided by the COMPANY

In return for the performance by the COMPANY of the above-mentioned Services, the CLIENT shall pay the COMPANY the budget defined in the Purchase Order signed by the CLIENT.

The Parties may also agree to a prepayment of part of the Budget, in which case the prepayment must be indicated in the Order Form.

5.2 Settlement Timelines

In the event of prepayment agreed between the Parties and indicated in the Order Form, the CLIENT must pay the prepayment amount indicated in the Order Form within fifteen (15) days of signing the Order Form.

In the absence of payment of the prepayment within the required deadlines, the COMPANY is entitled to suspend the performance of the Service.

Invoices sent by the COMPANY, payable within thirty (30) days from the issuance of the said invoices, net and without discount.

In the event of non-payment on the due date, the COMPANY may, after a prior formal notice has remained unsuccessful for a period of fifteen (15) days, claim late payment interest from the CLIENT in the amount of ten percent (10%) of the amount due as well as the payment of a lump sum compensation for recovery costs in the amount of 40 (forty) euros including VAT, the legal recovery costs being borne by the CLIENT.

ARTICLE 6 – GUARANTEES

It is expressly accepted by the parties that THE COMPANY can only have an obligation of means in the performance of the Services.

THE COMPANY cannot be held responsible for any content appearing on the CLIENT's Website or application. Consequently, the CLIENT guarantees THE COMPANY against any recourse, claim and/or condemnation from a third party to the Contract and which would be based in particular on the violation of one of its rights.

Each Party declares that it has taken out civil and professional liability insurance with a reputable insurance company for the harmful consequences of acts for which it may be held liable under this Agreement.

Each Party declares that it has paid all premiums due and undertakes to pay future premiums.

Each of the Parties undertakes to indemnify the other Party for any direct damage that it may suffer as a result of the performance of this Agreement by the other Party.

ARTICLE 7 - INTELLECTUAL PROPERTY

7.1 - Any intellectual property rights acquired by either Party from a third party, prior to or after these Terms and Conditions, remain the sole property of their holder.

The CLIENT remains solely responsible for the content offered on the Mobile Application and/or the Mobile Site and guarantees THE COMPANY that such content does not infringe the rights of third parties.

The CLIENT guarantees that this content and any other data it may have provided comply with French and international regulations and laws, in particular but not limited to, in terms of defamation, indecency, image rights, child protection, pornography, games, lotteries or casinos, or information of a violent, xenophobic or racist nature.

Thus, the CLIENT declares that it owns all the intellectual property rights relating to the software, applications, texts, sounds and images, and in general to all the creative elements allowing the exploitation or which are contained in the Mobile Application and/or the Mobile Site.

Consequently, the CLIENT guarantees THE COMPANY and undertakes to indemnify it against all claims, convictions, damages relating to the Mobile Application and/or the Mobile Site, emanating from any third party invoking the violation of any right, and in particular without this list being exhaustive, against any action for infringement, unfair competition and/or parasitism, or on the basis of the infringement of a personality right (in particular image rights) brought by any third party on the basis in particular that any intellectual property right belonging to them or of which they have the enjoyment has been infringed.

Consequently, in the event of an action relating to the Mobile Application and/or the Mobile Site or any other data provided by the CLIENT against THE COMPANY for infringement of an intellectual property right belonging to a third party or for any other reason and in particular for unfair competition, infringement of image rights or otherwise, the CLIENT will alone ensure the payment of all the sentences that may be pronounced against THE COMPANY and shall bear the sole responsibility for all costs of the proceedings and expert appraisal as well as all costs and fees of lawyers and court officers incurred in the context of the defence of the rights of THE COMPANY.

This limitation of warranty above only applies to the elements of the Mobile Application and/or the Mobile Site on which THE COMPANY is not intended to intervene under this Contract.

As part of the Services, THE COMPANY may produce marketing visuals for CLIENTS' advertising campaigns (videos, banners, etc.) based on the elements that THE COMPANY has sent to it. The use on behalf of the CLIENT of the Marketing Visuals created by THE COMPANY may not exceed the duration of the Contract and may only take place in the context of the Campaigns. Beyond this period, THE CLIENT must obtain the prior written consent of THE COMPANY for the use and distribution of the Marketing Visuals.

Each Party shall remain liable to third parties for any obligations and liabilities related to its rights.

Likewise, each Party undertakes not to infringe the property rights of the other Party or a third party in any way whatsoever and to have its staff and any subcontractors or suppliers assigned to the performance of the Contract make the same commitment.

7.2 – Software

Each of the Parties shall retain ownership of the software, as well as the methods, know-how and tools, which are its own and/or which have been used by it to perform its Contractual Services or which it has included therein for a fee or free of charge.

Any copy of the software other than a backup copy is prohibited.

Any translation, adaptation, arrangement or other modification of the software as well as the reproduction of the software is not permitted, nor is the correction of errors that may affect the software, the right to correct errors being exercised exclusively by their publishers.

ARTICLE 8 – TERMINATION

Either Party may terminate this Agreement by written notice if the other Party fails to perform any of the provisions and obligations of this Agreement, and if such failure continues thirty (30) days after written notice of such breach is given by either Party.

The CLIENT and the Company may also unilaterally terminate the Contract with 3 working days' written notice, for any reason whatsoever, as soon as more than 50% of the budget provided for in the Order Form has been used.

In addition, each party may, by operation of law, terminate the Contract in the event of a breach by the other party of one of its essential obligations, if the latter is not remedied within three (3) days, from the sending of a registered letter with acknowledgement of receipt, notifying the breach in question.

ARTICLE 9 – SITUATION OF THE COMPANY'S STAFF ASSIGNED TO THE PERFORMANCE OF THE SERVICES

9.1 Personnel assigned to the performance of the Services

The staff of the COMPANY assigned to the provision of the Services remains in any case under the hierarchical and disciplinary authority of the COMPANY, which ensures the technical authority, administrative, accounting and social management of its staff.

The COMPANY certifies on its honour that the employees who will perform the Services will be employed regularly in accordance with the provisions of the Labour Code.

As soon as the unavailability of a member of the team assigned to the project is likely to cause a

delay in the performance of the Services, the COMPANY will replace him or her as soon as possible with another of the same or similar qualification.

9.2 No Poaching

Each Party waives the right to hire or cause to be worked, directly or indirectly, through a third party or through a subsidiary COMPANY, any employee of the other Party. This waiver is valid for the duration of this contract extended for a period of three years.

In the event that one of the Parties does not comply with this no-poaching clause, it irrevocably undertakes to pay the other Party a compensatory indemnity equal to one year's salary of the employee of that Party, including related social security contributions.

ARTICLE 10 – LIABILITY

Each of the Parties shall be considered liable and shall indemnify the other Party for any damages it may suffer as a result of its non-performance and/or improper performance of any of its obligations under this Agreement.

In particular, the CLIENT remains solely responsible for:

- content, data, information, brands concerning its products and services and more generally its activity,
- of its employees, compliance with legislation,

In the event that the COMPANY, its employees, agents, servants or subcontractors are held liable for an element thus placed under the responsibility of the CLIENT, the latter must guarantee and indemnify them on first demand for all financial consequences resulting therefrom.

For all the Services provided by the COMPANY, the Parties expressly agree that the COMPANY is subject to a general obligation of means.

In the event of liability of the COMPANY, regardless of the nature or basis of the action:

- only direct damage is likely to give rise to compensation. In particular, the loss of customers, any commercial disturbance, loss of brand image, suffered by the CLIENT is excluded;
- the amount of the compensation that may be charged to the COMPANY is expressly limited over the total duration of this Contract to ten thousand euros (€10,000), all causes combined.

ARTICLE 11 – CONFIDENTIALITY

It is understood by the Parties that the following will be treated as strictly confidential under the Contract:

- the entirety of the terms of the Agreement;
- any information of any nature whatsoever, communicated or disclosed by either Party to the other Party, either in written form or in oral form in the context of the negotiation or performance of the Contract;

- any information of any nature and in any form whatsoever, to which either Party may have access under the Contract.

Consequently, the Parties undertake to maintain this information as strictly confidential and refrain from communicating it to persons other than those who have the right to know it under the Contract. The Parties further undertake to use this information only for the purpose of performing the Agreement.

The Parties shall ensure that their employees and subcontractors comply with this confidentiality agreement.

This confidentiality agreement will remain valid for the entire duration of the Agreement and for a period of five (5) years after the termination of the Agreement for any reason whatsoever.

This Privacy Policy does not apply to confidential information

- (i) that have entered the public domain prior to the date of their disclosure or communication;
- (ii) which fall into the public domain after their communication and/or disclosure without the cause being attributable to any of the Parties;
- (iii) that has been lawfully obtained from a third party to the Agreement without breach of any obligation of confidentiality;
- (iv) that are developed by either Party independently of the Agreement without breach of any obligation of confidentiality.

This confidentiality commitment also does not apply to the tax, administrative and judicial authorities, as well as to chartered accountants and auditors, the latter being bound by an obligation of confidentiality towards their clients.

ARTICLE 12 – TRADE SECRETS

The COMPANY performs the Services defined in the Purchase Order by providing its expertise and know-how. The performance of the Services is an intellectual Service and is based on a specific know-how specific to the COMPANY. The Services are based on the COMPANY's proprietary technology, which is a set of backend-, middle-office and front-office tools, used by the COMPANY's teams to manage CLIENTS' Campaigns.

Consequently, the CLIENT shall consider it to be strictly confidential and shall refrain from disclosing any information, technical formula, concept or know-how of which it may become aware during the performance of the Services. In the same way, the CLIENT shall refrain from using any know-how of which it has become aware. For the application of this clause, the CLIENT is responsible for its employees as well as for itself. The CLIENT must in no way bring to the attention of third parties, directly or indirectly, the lessons it may have learned from the performance of the Services and the know-how relating to them. A derogation from this provision would require the written consent of the licensor.

ARTICLE 13 – FORCE MAJEURE

For the purposes of the Contract, a case of force majeure is understood to mean any irresistible, unforeseeable and external event preventing one of the parties from performing the obligations imposed on it under the Service Contract, such as fire, flood and other natural disasters, the failure of a supplier provided that it is demonstrated that it was irresistible, the modification of any regulations applicable to the performance of this Service Agreement with these characteristics.

The occurrence of a case of force majeure invoked by one of the parties must be notified to the other party by Registered Letter with Acknowledgement of Receipt within fifteen (15) working days from the occurrence of this event, and will initially suspend, by operation of law, the performance of the Service Contract.

Secondly, and unless otherwise agreed by the parties, if the latter note that the case of force majeure persists beyond a period of two (2) months, the Service contract will be automatically terminated by operation of law and automatically without this giving rise to the payment of any compensation by either party to the other.

ARTICLE 14 – ASSIGNMENT

This Contract may not be the subject of any transfer, in whole or in part, for consideration or free of charge, by one of the Parties, without the express prior authorization of the other Party.

However, this Contract is freely transferable by the Parties to any COMPANY of the DIGITAL VIRGO Group and/or to any COMPANY which, in the context of the restructuring of its capital or its activities, would replace its rights and obligations and in particular in the event of a transfer resulting from a merger, a partial contribution of assets or a transfer of assets.

ARTICLE 15 - SUBCONTRACTING

It is expressly authorised by the CLIENT that THE COMPANY may subcontract all or part of the Services covered by this Contract after prior agreement of the CLIENT.

However, the COMPANY guarantees the proper performance by its subcontractors of the tasks arising from this Contract and guarantees the CLIENT against any damage resulting from its subcontractors assigned to the performance of this Contract.

However, the prior consent of the CLIENT will not be necessary in the event that THE COMPANY wishes to subcontract all or part of the Services to one of the companies of the DIGITAL VIRGO Group.

ARTICLE 16 - FIGHT AGAINST CORRUPTION

The CLIENT undertakes to comply with all national, European and international legislative and regulatory provisions applicable to its activities in the fight against corruption.

The CLIENT undertakes that, as of the effective date of the contract, its directors, officers or employees

have not offered, promised, given, authorized, solicited or accepted any pecuniary or other advantage of any kind whatsoever, in any way whatsoever and that it has taken reasonable measures to prevent subcontractors, agents or other third parties, under its control or determining influence, to do so.

If the COMPANY provides evidence that the CLIENT has committed acts of corruption as described above, it will inform the CLIENT and ask the CLIENT to take the necessary corrective measures within a reasonable period of time, and to inform the CLIENT of these measures. If no corrective action is taken, the COMPANY may, at its discretion, suspend or terminate the Agreement, provided that all amounts contractually due at the time of suspension or termination of the Agreement shall remain payable, to the extent permitted by applicable law.

ARTICLE 17 – PERSONAL DATA

Within the framework of the Services provided for in the order form, the COMPANY is not required to carry out processing of personal data on behalf of the CLIENT.

Each of the Parties is free to determine the purposes and means of the processing it carries out on its own behalf. Each of the Parties is responsible for all the legal and regulatory obligations incumbent on it with regard to the protection of personal data for the processing it carries out on its behalf.

A Party shall not be held liable for the breach of the obligations to which the other was personally bound.

As such, each of the parties is personally responsible for any sanctions or financial consequences that it may bear due to its lack of compliance with data protection regulations for the processing it carries out on its own behalf.

ARTICLE 18 - INDEPENDENCE OF THE PARTIES

None of the clauses hereof or its appendices may be interpreted as creating any association or COMPANY between the Parties.

Thus, the parties acknowledge that there is no subcontracting relationship between them.

ARTICLE 19 – ENTIRETY

This Agreement expresses the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous letters, proposals, offers and agreements relating to the same subject matter. This Agreement may only be modified by a subsequent agreement, written and signed by the Parties.

Each Contract consists of the following documents, listed in descending order of priority:

- the Order Form(s),
- of these Terms and Conditions.

The provisions of the above contractual documents express the entire agreement between the parties with respect to the subject matter of each

Agreement. Accordingly, for each Contract, they cancel and replace any proposal (other than the one constituting, if applicable, the Specific Conditions) or any prior agreement, oral or written, relating to the same subject.

The failure of one of the Parties to invoke a breach by the other of the Parties of any of the obligations referred to herein shall not be construed in the future as a waiver of the obligation in question.

ARTICLE 20 – MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

The COMPANY reserves the right to modify the Terms and Conditions at any time. Any new version of the General Terms and Conditions will be communicated to the CLIENT by any written means. Unless otherwise stipulated, it will enter into force from the date of its communication.

ARTICLE 21 – NULLITY

If one or more provisions of this Agreement are held to be invalid or declared invalid by law, regulation or final decision of a competent court, the remaining provisions shall retain their full force and effect.

ARTICLE 22 – APPLICABLE LAW AND COMPETENT JURISDICTION

THIS AGREEMENT IS SUBJECT TO FRENCH LAW. IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES RELATING TO THE INTERPRETATION AND/OR EXECUTION OF THIS CONTRACT, EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY CLAIMS, EVEN FOR EMERGENCY OR PRECAUTIONARY PROCEEDINGS.