NAANO

GENERAL TERMS AND CONDITIONS OF SALE
B2B INTERMEDIATION AND AFFILIATE SERVICES

Version of 1 February 2026 — Applicable as of 1 February 2026

NAANO SAS with share capital of €660 — Registered office: 84 avenue du Roule, 92200 Neuilly-sur-Seine — Nanterre Trade Register 100 248 772 — SIREN 100 248 772

Title I — General Provisions

Article 1 — Definitions

- **"Naano"**: the company NAANO SAS, with share capital of €660, registered with the Nanterre Trade and Companies Register under number 100 248 772, registered office at 84 avenue du Roule, 92200 Neuilly-sur-Seine, operating the B2B intermediation and affiliate Platform.
- **"Platform"**: the online interface published by Naano enabling the connection between Advertisers and Affiliates within the Affiliate Programme.
- **"Advertisers" or "Clients"**: the legal entities using the Platform to offer affiliate campaigns.
- **"Affiliates" or "Creators"**: the natural or legal persons registered in the Affiliate Programme, who recommend Advertisers' products to their audience and receive a performance-based Commission. Creators are independent affiliates, subject to the Creator TOU.
- **"Affiliate Programme"**: a connection scheme based on a CPC model (cost per qualified click).
- **"Platform Mode"**: technical intermediation mode, Naano having no active role in the content published.
- **"Agency Mode"**: strategic and operational support by Naano, best-efforts obligation.

These GTC, together with quotes and specific conditions, constitute the complete agreement between Naano and professional Clients.

Title II — Purpose and Scope

Article 2 — Purpose

These GTC define the conditions under which Naano makes its intermediation and affiliate Platform available. The relationship between Advertisers and Creators is part of a performance-based affiliate programme: the Creator freely recommends the Advertiser's products and is remunerated per Qualified Click (CPC).

Publication obligations are established directly between Advertisers and Creators in accordance with the Creator TOU, to which the Advertiser acknowledges it is not a party.

Article 3 — Scope of application

The GTC apply to any use of the Platform by a professional Client. Acceptance is deemed given upon validation of a subscription, signature of a quote or first use. The GTC prevail over any Client document unless Naano agrees otherwise in writing.

Title III — Financial Conditions

Article 4 — VAT and taxation

Naano's services are subject to French VAT. Affiliate Commissions paid to Creators constitute deductible expenses for the Advertiser.

Article 5 — Late payment

Automatic penalties: ECB rate + 10 points, flat-rate indemnity of €40 per invoice (Art. L.441-10 of the French Commercial Code).

Title IV — Reporting Obligations

Article 6 — Right of disclosure

Naano cooperates with the competent authorities in the context of the fight against fraud and money laundering.

Article 7 — DAC7

Naano is subject to the DAC7 directive (Articles 1649 ter A to 1649 ter E of the French General Tax Code) and Article 242a of the French General Tax Code. Data relating to Creators and transactions is transmitted annually to the tax authorities.

Title V — Order and Pricing

Article 8 — Order process

Platform Mode

Online subscription; Naano acts as a technical intermediary and operator of the Affiliate Programme.

Agency Mode

Written quote; best-efforts obligation for campaign consulting and monitoring.

Article 9 — Duration and termination

Monthly subscriptions: tacit renewal, 7 days' notice. Annual subscriptions: firm term of 12 months, tacit renewal.

Article 10 — Pricing

Subscription: access to the Platform and its features.
Commission (success fee): percentage on affiliate budgets.
Affiliate budget: amount allocated to Creator Commissions, transiting via an authorised PSP. Naano does not own these funds.

Title VI — Payment and Invoicing

Article 11 — Billing mandate

The Client authorises Naano to issue invoices relating to affiliate Commissions. The Creator retains their fiscal responsibility in accordance with the Creator TOU.

Article 12 — PSP and non-holding of funds

Funds transit via an authorised PSP (French Monetary and Financial Code). Naano never holds these funds on its own account.

Article 13 — Payment terms

Subscriptions payable in advance. Affiliate budgets debited upon campaign validation. Late payment penalties apply (Article 5).

Article 14 — No refund

Amounts paid are irrevocable except as required by mandatory law. The Client waives any claim based on the absence of results.

Title VII — Status of Creators

Article 15 — Independence of Creators

Creators are independent affiliates subject to the Creator TOU. There is no subordination relationship. The Brief is an invitation and not an instruction. The Client is prohibited from imposing working hours, a place of work, mandatory templates or any condition liable to characterise an employment relationship.

Article 16 — Advertising transparency and Client's liability

The Client acknowledges that Creators are required, pursuant to French Law No. 2023-451 of 9 June 2023 and the Creator TOU, to display advertising transparency disclosures on their content. The Client undertakes to remind them of this obligation in its Briefs.

Naano, as a technical intermediary in Platform Mode, has no general obligation to monitor content. Naano cannot be held liable for a Creator's failure to comply with their advertising transparency obligations, such failure being the sole responsibility of the Creator in accordance with Article 7a of the Creator TOU.

In the event of proceedings, sanctions or claims brought against Naano resulting from a Creator's non-compliance with their transparency obligations, the Creator is required to indemnify Naano in accordance with the Creator TOU. The Client acknowledges that Naano does not guarantee Creator compliance with this obligation.

Title VIII — Compliance and Influencer Law

Article 17 — Campaign compliance

The Client undertakes to offer campaigns that comply with applicable regulations, in particular French Law No. 2023-451 and ARCOM recommendations. In Platform Mode, Naano benefits from the limited liability regime for intermediaries. In Agency Mode, best-efforts obligation.

Title IX — Intellectual Property

Article 18 — Rights over content

The Creator retains their rights. Non-exclusive licence, limited to the campaign. Any extended assignment requires a specific agreement between the Client and the Creator. Naano is not a party to such agreement.

Title X — Personal Data

Article 19 — GDPR

Naano acts as data controller or data processor depending on the processing involved. Clients are responsible for their own processing activities (audiences, prospects).

Article 20 — Tracking

Naano uses trackers to measure performance (clicks, conversions). The Client guarantees their own compliance.

Title XI — Liability

Article 21 — Limitation of liability

Naano's liability is engaged only in the event of proven fault. Naano is not responsible for commercial results. Cumulative liability is limited to the amounts received excluding VAT over the last 12 months. Claims must be submitted within 12 months.

Article 22 — Exclusions

Naano is not liable for indirect losses, disputes between Clients and Creators, non-compliance resulting from choices made by the Client or the Creator, or temporary unavailability.

Article 23 — Force majeure

Obligations are suspended during a force majeure event. Termination is possible if the event exceeds 60 days.

Title XII — Final Provisions

Article 24 — Partial invalidity

The invalidity of one clause does not affect the others.

Article 25 — Assignment

The Client may not assign without Naano's written consent. Naano may assign in the context of a restructuring.

Article 26 — Applicable law and jurisdiction

French law applies. Exclusive jurisdiction of the Nanterre Commercial Court.

Minimum retention of sponsored posts

This addendum forms an integral part of the GTC and applies to campaigns accepted on or after 4 September 2026.

Article 18a - Retention of Posts

The Client is informed that, under the Creator Terms, each Creator who accepts a campaign agrees to keep every sponsored Post publicly accessible on the account used for the campaign for at least six (6) consecutive months from its publication date.

During this period, the Post must not be deleted, archived, hidden or otherwise made inaccessible, and the Tracking Link and commercial collaboration disclosure must remain in place.

Early removal requires the prior written agreement of Naano and the Client, except where required by law, by the publishing platform, or by a documented safety risk.

This six-month minimum replaces any shorter live-period requirement in the main document for the campaigns concerned.