

LOXAMED TERMS OF SALES - LOCAL COVID-19 RT-PCR TESTING SERVICE INSIDE THE PREMISES OF EURO DISNEY PROVIDED BY MEDICAL LABORATORY UNILABS

The following Terms of Sales, including the Power of Attorney appended therein, enter into force on August 6, 2021 and constitute the entire agreement (the “**Contract**”) between **LOXAMED**, a simplified joint-stock company (SAS) with a share capital of 1,000 euros, registered with the Companies Register of Lorient, registration number 887 672 137, which principal place of business is at 256 rue Nicolas Coatanlem, 5680 Caudan (“**LOXAMED**”), and **the Client**. This agreement governs the delivery of the following service by LOXAMED to the Client: appointment booking and access to a RT-PCR testing service operated by **medical laboratory UNILABS BIOPATH**, a simplified joint-stock partnership with a share capital of 3,540,070 euros, registered with the Companies Register of Créteil, registration number 403 916 596, which principal place of business is at 3 rue Port aux Lions, 94220 Charenton-le-Pont (the “**Medical Laboratory**”).

Only this document forms the Contract to the exclusion of any other. LOXAMED and the Client are referred below individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

The Client wishes to have access to a local COVID-19 RT-PCR testing system inside the premises of EURO DISNEY and operated by the Medical Laboratory, for the purpose of getting a test (the “**Test**”).

Now therefore, the Parties have agreed as follows.

1. Services provided by LOXAMED - Pricing

1.1 LOXAMED provides the following services:

- Deployment and operation of the booking and payment system;
- Processing fee, which covers:
 - placing an order on behalf of the Client, in accordance with the power of attorney appended below, for the appointment and the Test with the Medical Laboratory;
 - If the Test is not under the coverage of the CPAM (depending on the applicable regulation), payment to the Medical Laboratory on behalf of the Client, in accordance with the power of attorney appended below;
- Customer reception and support.

The Parties hereby agree that LOXAMED is the sole responsible for the abovementioned services, excluding the services listed below that are under the sole responsibility of the Medical Laboratory, a health professional that has no affiliation whatsoever with LOXAMED or EURO DISNEY.

1.2 “REGULAR” service - the LOXAMED services abovementioned are priced at 20 euros inclusive of VAT, or 16.67 euros exclusive of VAT and 3.33 euros of VAT at the legal rate of 20%.

1.3 “VIP” expedited service - the LOXAMED services abovementioned are priced at 60 euros inclusive of VAT, or 50 euros exclusive of VAT and 10 euros of VAT at the legal rate of 20%.

2. COVID-19 RT-PCR test performed by the Medical Laboratory - Pricing - Scope of intervention of the Medical Laboratory

2.1 Opening days and hours: 7 days a week, from 8 am to 8 pm.

2.2 Turnaround time and method of delivery of the result to the Client:
“REGULAR” - by e-mail within around 12/24 hours.
“VIP” - by e-mail within around one hour.

2.3 The cost of the Test is the applicable public price of 43.89 euros (not subject to VAT since it is a medical procedure). The price is charged to the Client if the Client is not entitled to CPAM coverage, in accordance with the law.

2.4 Pursuant to the law, the Medical Laboratory is responsible of the Test, carries out all the analyses and provides the appropriate personnel and equipments for all the testing phases: pre-analytical, analytical and post-analytical.

In accordance with the applicable law, the Medical Laboratory is liable for the medical procedure towards the Client.

The Medical Laboratory is an independent health professional and has no affiliation with LOXAMED or EURO DISNEY. The Medical Laboratory is neither a service provider nor a subcontractor of LOXAMED or EURO DISNEY.

Therefore, the Medical Laboratory may change the terms of its services to ensure that they remain in compliance with the laws governing medical biology and/or with the orders from their regulatory authorities, particularly the ARS, the professional bodies and COFRAC.

The relationship between the Client and the Medical Laboratory is protected by medical confidentiality, including the Test result that the Medical Laboratory issues to the Client.

3. Booking

The Client of legal age (18 years or more) may book a Test on the website <https://disney.loxamed.fr/>

The underage Client may book a Test, but must provide a parental authorization before the Test.

The Client may cancel their booking at any time. Any amount that was already paid in relation to the booking will be refunded in full.

4. Access to the premises

The Client agrees to abide by the internal rules in force inside the perimeter of EURO DISNEY.

The Client may be denied access to the Test if their language, their attire, their behavior or their actions are inappropriate toward the personnel, or if they are under the influence of alcohol or drugs.

In such case, the Test will be refunded to the Client if they paid in advance, and security will ask them to leave the premises.

5. Payment terms

The abovementioned prices may be paid at booking time, or before the Test, only by payment card.

The invoice will be sent to the Client by e-mail.

6. Incidents reporting and resolution

6.1 In case of incidents or problems of any type that affects the proper performance of the services, and particularly the proper running of the online booking system, the Client must notify LOXAMED immediately using the following phone number and e-mail address: 0806 142 000 and contact@loxamed.fr.

LOXAMED will address the incident or problem within twenty-four (24) hours of receiving the report.

LOXAMED will deploy the appropriate corrective measures as soon as possible and will keep the Client informed.

6.2 As regards the website and the booking and payment systems, which operate thanks to computer equipments and software, the Client is informed that these equipments and software may be subject to failures, malfunctioning and bugs that may result in slowdowns, or partial or complete shutdowns. Furthermore, corrective or perfective maintenance operations may also disrupt the operations of these systems. The Client is also informed that these systems rely on the proper functioning of the Client’s own computer equipments and software as well as the computer equipments and software belonging to third parties, and of the Internet, the power grid and the telecommunication networks, and that LOXAMED is not liable for any of these.

7. Intellectual Property

The Client may not claim any right, particularly intellectual or industrial property, on any knowledge regardless of its medium, whether it can be protected by exclusive titles (such as patents, trademarks, domain names, drawings or models, blueprints, scale models...) or exclusive rights (software, design, database...) or not protected by exclusive titles or rights (know-how, algorithms, unpatented works...), which belongs to LOXAMED or is owned by LOXAMED (or the service providers of LOXAMED), that may have been communicated to the Client or to which the Client may have access during the

performance of the Contract. This provision also applies to any and all elements that belong to EURO DISNEY.

8. Force Majeure

8.1 Neither Party is liable for failing to perform its obligations if the failure is attributable to a Force Majeure as defined by the article 1218 of the French Civil Code, as well as to a *cas fortuit* and the action of third parties, which are, for the purposes of the legal consequences set out below, deemed equivalent to Force Majeure. The Party which invokes this clause must, as soon as possible after the Force Majeure occurred,

(a) notify the other Party of the nature and the severity of the Force Majeure; and

(b) use its best efforts to end the cause of the Force Majeure, resume the performance of the affected obligations as soon as possible and carry out any actions it can reasonably do to mitigate the effects of the Force Majeure.

8.2 The period of performance of an obligation affected by the Force Majeure is automatically extended for a period equal to the time lost due to such event. If the Force Majeure lasts more than eight (8) consecutive days, the Party that is not affected by the Force Majeure may terminate the Contract by notifying the other Party.

9. Liability - Insurance

If the Client sustains a loss and LOXAMED is at fault, LOXAMED is liable in accordance with the applicable laws.

LOXAMED may not be held liable in case of Force Majeure as defined above. LOXAMED maintains a professional liability insurance.

10. General Data Protection Regulation (GDPR)

10.1 Personal booking data of the Client: the personal data that the Client and any members of their family (the "Individuals") provides to LOXAMED (such as their last name, first name, phone number, mailing address and e-mail) are collected and processed under this Contract for operations, administrative, accounting and legal purposes, and for following up on the Contract. The collected data are processed in accordance with LOXAMED's Data Protection Policy as data controller, available on LOXAMED's website www.loxamed.fr (under Data Protection Policy). Such data are stored in accordance with the Data Protection Policy. Pursuant to the GDPR and the applicable laws, the Individuals have the right to access and to rectify their personal data, the right to request the erasure of the data, the right to restrict their processing, the right to portability of such data and the right to oppose any processing of the data. The Individuals who wish to (i) exercise any of these rights or (ii) request to be provided with all the data related to them or (iii) ask any question about how their data are processed, may do so at the following e-mail address: contact@loxamed.fr. If, after contacting LOXAMED, the Individuals believe that their rights under the General Data Protection Regulation are not respected, they may lodge a complaint with the CNIL.

10.2 Personal health data of the Client: any data shared between the Client and the Medical Laboratory are protected by medical confidentiality and may not be disclosed to anyone or any entity, except upon request of the Client, of the Client's physician and other health professionals. Such data are protected by the laws governing health data, to which the Medical Laboratory is bound.

11. Misc.

11.1 Notices. Any notice under this Contract must be written in French and mailed to the address for services that the Parties provide in the estimate. The notice must be mailed by registered letter with proof of receipt, express mail (CHRONOPOST or DHL for instance) or hand-delivered letter. The notice is deemed received (a) for a registered letter with proof of receipt, at the date on which it is presented to the recipient for the first time, and (b) for an express mail or a hand-delivered letter, at the date of the signing of the acknowledgment of receipt. The notices may not be sent by fax or e-mail.

11.2 Assignment. The Parties may not assign or transfer the Contract or any right or obligation arising from it.

11.3 Entire Agreement and amendment. This Contract is the entire agreement between the Parties in relation to its object, and supersedes any prior communication or documents exchanged between the parties before its execution. The Contract may be changed only through an amendment signed by the Parties.

12. Applicable law and dispute resolution

12.1 The Contract and all the non-contractual obligations between the parties are governed by the French law.

12.2 For any dispute arising from the Contract (the "Dispute"), the Parties agree to use their best efforts to solve the Dispute within ten (10) days of their notification of its existence. If the Parties fail to agree on a permanent solution to the Dispute at the end of that amicable period, the competent court from the territory of the Court of Appeals of Paris has jurisdiction over the Dispute.

APPENDIX: POWER OF ATTORNEY

Invoice number:

Last name, first name: _____

Date of birth: _____

Address: _____

I booked an appointment for a COVID-19 RT-PCR test through the services of LOXAMED and I duly paid for the booking service and the test itself. The test will be performed by medical laboratory UNILABS BIOPATH (the "Laboratory").

I hereby appoint LOXAMED to act on my behalf and in my name for the following purposes:

- (i) make an appointment with the Laboratory for the RT-PCR test;
- (ii) collect the payment of the RT-PCR test; and
- (iii) pay the amount corresponding to the RT-PCR test to the Laboratory.

This is a courtesy translation. In case of a Dispute, only the French version will prevail.