

TERMS AND CONDITIONS OF SERVICES

SKEEPERS

Welcome to Octoly Inc. doing business as Skeepers! These Client Terms of Service (these "Terms") completed by Specific Terms applicable to products identified in the Quote ("Specific Terms"), including the Mandatory Arbitration Provisions, provide the terms and conditions under which Skeepers permits your use of the Group Solutions as described herein and on the Skeepers website (collectively, the "Service"). Please review these Terms carefully.

These Terms, the Specific Terms and the Quote are a contract between Skeepers and the business or organization that completes the process of registering for a client account and becomes enabled to utilize the Service (the "Client"), as described in more detail below. (Note that we will sometimes refer to Skeepers in these Terms as "we," "us" or "our" and to our Client as "you" or "your".)

Article 1: Purpose of the Terms

The Skeepers Group offers to the Client (together the "Parties") innovative SaaS software within which a Group Subsidiary or Skeepers hosts its applications as well as its Products and makes them available to the Client via the Internet (the "Solutions") to generate reviews and contents by person using the Internet network to access various content made publicly available ("Internet user"), but also to drive the continuous improvement of the Client experience.

These Terms include not only the contractual terms set forth herein, but also include (i) each Quote or other written offline agreement that may be entered into between Client and Skeepers by the execution by an authorized officer thereof (a "Quote"), (ii) all operating rules, policies and guidelines that are referred to herein or that may otherwise be published by Skeepers on its websites (collectively, the "Guidelines"), and (iii) the provisions of our Privacy Policy, all of which (the "Agreement") are incorporated as part of these Terms.

You acknowledge and agree to be legally bound by these Terms, as they may be modified from time to time by Skeepers, by accessing or continuing to use the Service.

The Quote and Specific Terms signed between the Parties constitute the entire agreement between you and us and supersede the Terms.

The Terms and Specific Terms supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning their subject matter. The Client, as a professional from the digital field takes the commitment to provide Skeepers with the information about its business and objectives allowing the latter to adapt its offer of SaaS-type Solutions developed by one of the Group's Subsidiaries and defined in Appendix 1 (the "Products") and features. The Group or the Group Subsidiaries cannot be held liable for any lack of advice if the information provided by the Client is inaccurate or incomplete.

Article 2: Term and termination of the Agreement

Article 2.1: Conditions of engagement

The Contract enters into force upon signature by the Parties and remains in force for the duration indicated in the Quote depending on the Products chosen by the Client.

The Agreement shall automatically renew (without the need to go through the Service-interface "check-out" or execute a renewal Quote) for additional terms of the same length of time.

Each subscription to a Product may be canceled by either Party at least one (1) month before its anniversary date, by registered letter or email with acknowledgment of receipt.

You may elect to cancel your service at any time and, except as otherwise provided in these Terms, such cancellation will be effective as of the end of the then-current subscription term and no refund of any prepaid fees will be provided to you. If you desire to cancel your subscription for the service, you must notify us by contacting us by email at accounts-receivables-octoly@skeepers.io and demonstrating to our satisfaction your authority to cancel Client's subscription.



If you are using the service during any trial period without charge, you must cancel the service prior to the end of the trial period in order to avoid incurring the charges for the a paid subscription for the service. If you are the authorized legal representative for a legal entity that has been formally dissolved or otherwise ceased to be authorized to act for its own account (without opportunity for revival), and you wish to cancel a service subscription for such Client, you must notify us by email at accounts-receivables-octoly@skeepers.io and demonstrate to our satisfaction your authority to act on behalf of Client and request cancellation of the service. We will cancel the service subscription if you demonstrate to our satisfaction your legal authority to act and be legally responsible for such Client and your ability to validate the details of the payment method used for such service subscription.

Article 2.2: Early termination

In all cases, each Party will have the option to unilaterally terminate the Contract at any time in the event of a serious breach by the other Party of any of the obligations imposed on it; notably if you fail to pay the applicable subscription fees and any applicable Taxes in full and in a timely manner according to these Terms, the provision of Product by Skeepers, respect of the integrity of the Product defined in Appendix 1, respect of Skeepers' processing imposed by certification and respect of all intellectual property rights, whether registered or not, and all requests for registration, renewals and extensions resulting therefrom including, without limitation, royalties, copyright, rights to software, database rights, patents, knowledge, trademarks, company names, domain names, designs and models, trade secrets as well as all existing and/or future equivalent rights - whether registered or not - throughout the world ("Intellectual Property") of each party; after sending, by appropriate means, a formal notice that has remained unsuccessful after the deadline indicated in the letter. It may thus unilaterally take advantage of the automatic termination of this Agreement, without prejudice to all damages, penalties and interest for late payment to which it may claim by virtue of this Agreement.

In the event of termination by the Group or a any entity controlled, directly or indirectly, by the Skeepers Group (the "Group Subsidiary"), attributable to a breach by the Client, the latter will automatically be liable for the full amount of the Services due under this Agreement.

Moreover, we may suspend Client's access to or use of all or any part of the service, without incurring any liability, if:

- we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that we determine requires us to do so; or
- we determine that: (i) there may be an imminent threat to the security of the Service or data therein; (ii) Client's login credentials may have been compromised; (iii) Client has violated the restrictions on access or use of the service; or (iv) suspension of access is necessary during any maintenance of the service.

Absent Client's uncured breach of these Terms, any suspension shall be as short as reasonably possible and in no event longer than thirty (30) days. This Section does not limit any of our other rights or remedies, whether at law, in equity or under these Terms.

Article 3: Payment Terms

Article 3.1: Pricing

All subscriptions must be paid for in advance, and you must pay the amount we specify for the applicable Service package. Payment obligations are non-cancelable and, except as expressly stated in these Terms, fees shall be paid in US Dollars and are non-refundable. If we agree to invoice Client, full payment must be received within one (1) week after receipt.

Client will be solely responsible for selecting a Service package based upon its anticipated volume of Consumer reviews to be process by the Service, and any ancillary features Client wishes to obtain. Certain Service pricing may include additional charges for any volume that exceeds a maximum established between the parties, in which event Client shall be charged for such additional volume. Skeepers shall not be liable for any inaccurate forecasting or Service package selection made by Client those results in such additional charges. Client may obtain an invoice reflecting its fees and other charges in Client's Back Office (the "Back Office").

Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). You will be responsible for paying all Taxes associated with your purchases, except for those taxes based on Skeepers' net income.

Our Service prices do not include any third-party fees you incur in connection with using the Service including, without limitation, fees charged by your Internet access provider, any wireless carrier charges for cellular or data



services and any other third-party services with which you may use the Service; you are responsible for selecting and managing these other services, and paying the fees for such services.

3.2: Payment Methods

Sleepers accepts certain debit and credit cards, and may also accept payment by bank transfer for certain Service packages (each, an “**Accepted Payment Method**”), subject to the procedures and rules contained in these Terms and any applicable contract with the Accepted Payment Method. Accepted Payment Methods may vary by country or by certain features of the Service and may change from time to time. When you purchase with an Accepted Payment Method, the fees for your Service will be billed on or near the date of your purchase. You agree that we may process your Accepted Payment Method on each monthly, annual, or other renewal term (based on the applicable subscription term), on or near the calendar day corresponding to the commencement of your Service subscription, as applicable. See “Cancellation” below for information on how to cancel a Service subscription. In order to facilitate the charging and payment for your subscription, you agree that we have permission to retain and/or share with financial institutions and payment processing firms (including any institutions or firms we retain in the future) information regarding your purchase and your submitted payment information in order to process your payment, and to use the email address submitted by you to provide you with notices and disclosures relating to renewals and recurring charges. See below for information describing what you must do to change your Accepted Payment Method.

The Group will only refer to the information provided by the Client to offer him a price offer that meets his needs and corresponds to his volume of activity. The Group shall not be liable for any inaccurate forecasting or Service package selection made by Client.

In return for the Products supplied by the Group Subsidiaries, the Client will pay the Group the prices set in the Quote(s) signed by the Client.

We may change the price of any Product from time to time and add new fees and charges for certain features or to reflect a change in business or legal rules, but we will provide you with advance notice of changes in recurring subscription fees. Any increase in charges for the same Product would not apply until the expiration of your then current subscription term, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Product and by not more than five percent (5%). For the annual periods following the initial commitment period, the price of the Products will be automatically revised on each anniversary date of the Contract, within the limit of an annual increase of five percent (5%), applied to the annual renewal amount.

We may cancel any Product subscription you have purchased if you fail to pay the applicable subscription fees and any applicable Taxes in full and in a timely manner according to these Terms or any agreement with a payment processor. A failure to pay occurs in any situation where Sleepers has not received timely payment, including where any credit card issuer or payer bank refuses to transmit the funds that are then due, or the payment processor you have contracted with notifies us of your failure to pay. We may, in our discretion, elect not to cancel a Product subscription immediately for non-payment, in which case you will continue to be responsible for the fees due for the duration of the applicable subscription. In addition, if you fail to pay for the subscription, we may elect to suspend your rights to use the service. We will endeavor to provide you notice promptly after any failure to make a payment to us in full and on time, but we are not obligated to do so.

In addition to the published fees for the Product, you agree to pay any reasonable costs we incur to collect any unpaid or past due amounts, including reasonable attorneys' fees and other associated costs. Delinquent payments will bear interest at the rate of 1% per month or the highest rate permitted under applicable law, whichever is less, from the payment due date until paid in full.

If you purchase a subscription with a credit card and then subsequently request your credit card issuer to reverse that payment, Sleepers may be charged a fee. Accordingly, in order to enable you to pay relatively minor fees with a credit card, you acknowledge and agree that we reserve the right to suspend your ability to use the Product until such time as you reimburse us the amount of the fee we were charged by the card issuer.

Article 4: Obligations and liabilities of Sleepers

Article 4.1: Functioning of the Products

The main obligation of Sleepers will be to allow the Client to use the Products, which the Client expressly acknowledges. Consequently, the Group is not responsible for a fault in the installation or use attributable to the Client.

Client acknowledges that the installation of the Solutions as to the use of connector allowing the transfer of data gathered through the Products to other independent solutions of Client requires technical knowledge of the Client' staff.

The Group guarantees the Client against non-compliance of the services and any hidden defect resulting from a

fault in the design or provision of said Solutions, with the exclusion of any negligence or fault of the Client.

Skeepers' service, the Group and the Group subsidiaries brand elements, and all related materials and information are provided on an "as is" and "as available" basis without any warranties of any kind except the above mentioned one, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the service will be uninterrupted, timely, secure, or error-free.

Client expressly authorizes Skeepers to outsource some features that are mandatory for the execution of the service and bears the responsibility for it.

Article 4.2: Provision of Products

Skeepers declares and guarantees that:

- It holds the rights necessary to enter into this Agreement and provide the Client with the Solutions,
- The Solutions substantially comply with the specifications set out in the Specific Terms and the technical documentation, forming an integral part of the Agreement,

To Skeepers' knowledge, the Solutions do not infringe on any proprietary right duly registered by a third party.

Skeepers and the Group's Subsidiaries do not guarantee (i) that the functions contained in the Solutions will meet the needs of the Client, (ii) that the operation of the Solutions will be uninterrupted or free from bugs, errors or any other defects, and/or (iii) the results obtained as a result of the use of the Solutions.

To the extent permitted by applicable law, Skeepers and the Group's Subsidiaries exclude all guarantees, declarations and/or other commitments of any kind, express or implied, other than those expressly provided for by the Agreement.

The Client declares that (i) all the Client's equipment is connected to the server under its full responsibility; (ii) data circulating on the internet, despite the existing protection methods implemented by Skeepers, may be subject to possible misappropriation, and thus the communication of Data and, more generally, all information is provided by the Client at his own risk; it is highly recommend to Client to keep a copy of all its data (iii) it is the Client's responsibility to ensure the security of the functioning of the Solutions and of the access to the Solutions which are under its control, notably by (a) implementing and respecting empowerment procedures for its employees (b) he collection and analysis of connection logs to its own information system, in order to not compromise the security measures adopted by Skeepers; (iv) due to the provision of the Products to any natural person placed under the responsibility of the Client (in particular employee, agent, service provider, representative) and, where applicable, of any entity controlled or controlling, directly or indirectly, up to fifty percent (50%) or more of the capital and/or voting rights of the Client ("Subsidiaries") benefiting from the Products ("Users"), and despite the security measures that Skeepers has adopted, the Solutions may be subject to intrusion by unauthorized third parties, and be corrupted accordingly.

Article 4.3: Limitation of Liability

The Client declares that a presentation of the concern Product(s) has been done (the "Demo") by the dedicated team to the above mentioned Products of the Group Skeepers and that he is the only one liable (i) for the choice of Products, the use made of them and the results obtained from them, and for compliance with the terms of the Contract by the Users and, where applicable, its Subsidiaries, and (ii) damages resulting from unauthorized or improper use of the Products and Solutions and/or any incorrect or incomplete information provided by the Client to the Group.

The Skeepers Group and the Group's Subsidiaries are bound by an obligation of means under the Agreement and the provision of the Solutions.

In the event that the liability of the Skeepers' Group and the Group's Subsidiaries is called into question, irrespective of the nature (whether in contract or tort, or under any other theory of liability), the number of shares, reasons invoked, or parties to the disputes:

- (i) only direct and foreseeable damages may give rise to compensation
- (ii) any indirect damage such as, for example, and without this list being exhaustive, any commercial or financial prejudice, loss of Customers, loss of brand image, loss of profit, loss of earnings, or any prejudice of a third party or action brought by a third party against the Customer as well as their consequences, linked to the present document or its execution, loss or alteration of data, costs relating to the acquisition of or subscription to a third party service/substitution solution undergone by the Client and / or a third party, shall not give rise to any right to compensation for the benefit of the Client ;

- (iii) the full liability of the Group relating to any unavailability, breach, negligence, or fault, noted during the performance of the services, will be capped at the price actually paid by the Client for the Product in question during the last twelve (12) months in order to cover claims of any kind, unless the breach is the result of gross negligence by Skeepers.

In any event, the Group will be exempt from all liability:

- (i) in the event of use of the Products and/or Solutions which are not in compliance with the Contract and/or the technical documentation of the Group's Subsidiaries,
- (ii) in the event of non-compliance by the Client with its legal or regulatory obligations, or in case of violation of third party rights,
- (iii) in the event of difficulties accessing its website due to disruptions to the internet network, and in particular in case of malfunctions or interruptions of the transmission/communication networks;
- (i) in the event of unauthorized access to the Solutions, in the event of non-compliance with the provisions of article 6.3 or in the event of abnormal or illicit use of the Solution by the Client ;in the event that the Client's computer equipment proves to be obsolete, defective or insufficient or if the lack of compliance results from the Customer's failure to install or incorrectly install any updates required for the proper functioning of the Solution
- (ii) in the event of temporary inability to access the Services for reasons of technical maintenance or updating;
- (iii) in the event of viral attacks or unlawful intrusions into an automated data processing system;
- (iv) in the event of a foreign cause not attributable to Skeepers and in particular in the event of delay or non-performance of its obligations, when the cause of the delay or non-performance is linked to a case of force majeure;

You and we agree that: (i) the mutual agreements made in this Section reflect a reasonable allocation of risk that will remain in force, even in the event of termination or avoidance of the Agreement. and (ii) that each party would not enter into these Terms without these limitations on liability.

The responsibility of the Parties with respect to the regulations applicable to the protection of Personal Data is defined and framed in the Agreement on the processing of personal data attached to this Agreement.

The Parties expressly agree that any liability action against the Group and the Group's Subsidiaries is prescribed at the end of a period of twelve (12) months from the event giving rise to the damage in question.

Article 4.4: Version and maintenance

The Group provides the Client with access to the new versions of the Solutions subscribed to, as and when they become available, excluding any additional module that the Group may decide to invoice separately.

The Group reserves the right to modify all or part of its Products, temporarily or permanently, in particular to make improvements, subject to ensuring that they will not lead to any regression of the Solutions in terms of performance and functionality.

The Group may exceptionally interrupt access to the service for maintenance operations, without compensation.

Article 5: Client's obligations

Article 5.1: Warranty

The Client declares and guarantees that:

- (i) he holds the rights necessary for the execution of the Contract and that the conclusion of the Contract does not infringe on the terms of any agreement concluded by the Client with a third party and/or undermines the Intellectual property rights and/or the personality of third parties;
- (ii) he undertakes to comply with all the laws and regulations, notably on Personal Data within the scope of the Solutions.

Skeepers necessarily gives access to its platforms to the Client. Client determines how to initiate and setup the Solutions in its online environment. While we provide guidance and resources for Client to utilize in connection with the initiation, Client bears sole liability for the correct installation and integration of its systems with the Solutions while respecting Skeepers' technical documentation and the Skeepers' Support recommendation. The technical documentation provided is different for each Solution. Client may also elect to securely transmit information relating

to its products, services, and Client interactions through another mutually acceptable mode of transmission to us.

You are responsible for ensuring all Client-related information furnished for the creation of your account is accurate and complete.

Article 5.2: Rights granted

The Group's Subsidiaries grant the Client a personal, non-exclusive, revocable, non-transferable right of access and use of the Solutions within the framework of this Agreement, exclusively for its own needs.

The Client undertakes to ensure that the Specific Terms are respected by all Users of the Solutions provided by the Group's Companies. By express agreement, the Client assists in the access and compliant use of the Solution by its Users, including, where applicable, those of its Subsidiaries.

The Client is directly or indirectly prohibited from:

- (i) using Solutions other than within the framework defined in the Agreement, particularly for purposes other than its own needs,
- (ii) allowing a third party (other than a User) to access and use the Solutions,
- (iii) copying, displaying in a frame or replicating on a mirror site all or part of the content of the Solutions, or attempting to carry out any of these acts, to merge the Solutions with other informatics solutions,
- (iv) modifying, translating, creating works derived from the Solutions, reverse engineering, decompiling, disassembling, recreating the Solutions and Products, even partially, attempting or allowing third parties to perform such acts, except in cases provided for by law,
- (v) modifying, altering or deleting the copyright notices, trademarks, or any other intellectual property privilege appearing in or on the Solutions and Products, or enabling it to be identified,
- (vi) selling, renting, sublicensing, or transferring and/or sharing all or part of the rights relating to the Solutions and/or Products, by any means whatsoever,
- (vii) accessing the Solutions in order to create a competing product or service, or copy characteristics, functions or graphic elements of these,
- (viii) carrying out or disclosing the results of tests or performance tests of the Solutions or Products, without the express, prior authorization of the Group Subsidiary concerned;
- (ix) introducing into the Solutions any virus, robot, bot, any automated system or any other element of code, intended in whole or in part to disrupt or damage the Solutions and/or alter, damage or delete any content, and/or retrieve or save information on the Solutions, using the Solutions to record or transmit malicious code and/or unlawful, defamatory or otherwise unlawful or tortious material.

The Client is formally prohibited from intervening or having a third party intervene on the Solutions.

In addition, the Client undertakes not to use the Solutions in the context of activities likely to contravene the laws or regulations in force, and in particular, without this list being of any limiting or exhaustive nature, activities whose object or content:

- (i) would encourage the commission of any offense, crime or misdemeanor,
- (ii) would promote false or misleading information,
- (iii) would infringe on a person's personality rights, in particular their privacy, the privacy of correspondence and/or Personal Data,
- (iv) would constitute or encourage harassment or repetition of unsolicited or malicious telephone calls,
- (v) would be abusive, hateful, defamatory, denigrating, racist, anti-Semitic, or xenophobic,
- (vi) would solicit or manipulate Personal information without being expressly in compliance with all applicable laws,
- (vii) would infringe in any way on the intellectual property rights of a third party,
- (viii) would involve the transmission of "spam", chain emails, unsolicited mass emails or spam emails.

Article 5.3: Security of the username and password



Client shall ensure that its log-in credentials are secured and shall be solely responsible with respect to actions taken by anyone using Client's credentials, including, without limitation, any compromise or disclosure of Personal information that may have been obtained or divulged via Client's username and password. The Client is responsible for implementing and updating the protection and antivirus systems on his computers accessing the Service. Client must inform Skeepers immediately if they suspect any disclosure of any User's credentials or any improper access, so that Skeepers may take appropriate measures to remedy said security breach. Skeepers reserves the right to suspend access to the username at any time and without prior notice in order to prevent or mitigate any suspected improper access to or use of the latter.

In the event of the loss or misappropriation of a username and password, a procedure for assigning a new username and a new password is implemented.

Finally, the Client accepts, in his interest, that Skeepers and the Group's Subsidiaries may, during the execution of the Contract, update their password management policy in order to comply with the rules of the industry and latest recommendations on this matter.

Article 5.4: Duty to cooperate

Article 5.4.1: General

The Client undertakes to immediately notify the Group of any change in activity, whether total or partial, which would impact the operation of the Solutions or the payment of invoices.

The Client also undertakes to report without delay any anomaly concerning the use of the Solutions.

In general, the Client undertakes to cooperate with the Group's Subsidiaries in order to provide them, as soon as possible, with all the information and documents deemed useful and requested by them for the performance of their services. He undertakes to voluntarily communicate to them all information and documents necessary for the execution of this Contract.

the Client will communicate performance indicators relating to the referencing and conversion rate of its website, notably SEO and SEA, in order to monitor the performance of the Solutions.

Article 6: Exceptional circumstances

Article 6.1: Force majeure

Neither party hereto shall be liable for default or for delay in performance (other than for the payment of fees due hereunder) due to cause beyond its reasonable control and without its fault or negligence, including, without limitation, acts of God or nature, or of the public enemy, changes in applicable law or any other act or order of government, fires, epidemics, quarantine restrictions, strikes, travel embargoes, denial-of-service attacks, or delays or failures of suppliers that are not readily replaceable. A party affected by any such event shall notify the other party and use its reasonable efforts to remove the cause of delay and resume performing as soon as possible and to mitigate any default or delay. In no event shall a party be liable for any damages attributable to non-performance due to any such event.

The Parties acknowledge that pandemics and epidemics cannot constitute a case of force majeure.

The Party invoking the circumstances referred to above:

- (i) must notify the other Party of their occurrence, as well as of their disappearance by registered letter with acknowledgment of receipt, within a period not exceeding five (5) working days; and
- (ii) undertakes to do their best to avoid or eliminate any cause of delay, and to continue the execution of the contract as soon as these causes are eliminated.

Initially, the case of force majeure suspends the contractual obligations, and the duration of the contractual commitment will be extended accordingly.

As soon as the preventive effect due to force majeure ceases, said obligations resume for the duration of the commitment remaining on the date of the suspension.

However, in the event that the case of force majeure should continue beyond a period of six (6) months, either Party may notify its decision to terminate the Contract in its own right, by registered letter with acknowledgment of receipt, with immediate effect.

If the impediment is definitive, the Agreement is then automatically terminated, and the Parties are released from their obligations.

Article 7: Intellectual property

Article 7.1: Ownership of the Service

Skeepers and its licensors exclusively own all rights, title, and interests in and to the service, including all proprietary



technologies, software, methodologies, analytics, artificial intelligence, and machine learning occurring as a result of your use of the Service, and provided or made available to you by Skeepers within, or in conjunction with, the service, the Service Data (as defined below), the Group Subsidiaries brand elements, and any enhancements, derivative works or improvements thereto, except for the limited license granted to you to use the service set forth below. You acknowledge that the service is protected by copyright, trademark, and other laws of the United States and other countries. You also agree not to develop or commercialize any Product or service likely to compete with the service during the duration of the service subscription and for a time period of three (3) years following the termination of Client's subscription.

Subject to the restrictions upon use or disclosure of Client and consumer information set forth in these Terms, Client agrees that Skeepers may use information gathered in connection with the manner of use of the service by Users, consumers, and others to improve the service, and develop other products and services, as long as such information is in a form that does not individually identify Client or Consumer Personal information (the "Service Data").

Skeepers and the Group's Subsidiaries guarantee the Client against any infringement action that may be brought against him by any person invoking an intellectual property right relating to any of the Solutions provided

Subsequent use of one or more of the Group's brands, in default of payment or following termination of the Contract would be qualified as infringement and liable to legal action.

Article 7.2: Right of use for trademarks and logos

Each of the Parties guarantees that they are the owner of the brands under the name of which they carry out their activity and thus ensure that the reproduction of the name, logos or brands by the other Party will not give rise to any claims for damages that may arise from a violation of the rights of third parties by the use, within the strict framework of their contractual relationship, of said names, logos or brands.

For the duration of their contractual relationship, Skeepers and the Group's Subsidiaries grant free of charge the non-exclusive, non-assignable and non-transferable right to use their names, logos and brands on the Client's website(s) as well as within the context of its benchmark advertising.

The Client reciprocally grants free of charge to Skeepers and the Group's Subsidiaries, the non-exclusive, non-assignable or transferable right to use, for the duration of their contractual relationship, its name, logo and brand on the websites of Skeepers and of the Subsidiaries of the Group, in particular for the performance of the services covered by this Contract.

Article 7.3 - Feedback

If you provide to us any ideas, suggestions, and/or proposals relating to the Service (or other products or services Skeepers might develop) (all such communications to be referred to collectively as "**Feedback**"), you acknowledge and agree: (i) Feedback does not contain confidential or proprietary information; (ii) Skeepers is not under any obligation of confidentiality, express or implied, with respect to any Feedback; (iii) Skeepers shall be entitled to use or disclose (or choose not to use or disclose) such Feedback for any purpose, in any way; (iv) Skeepers may already have under consideration or in development ideas similar to or the same as such Feedback; (v) your Feedback automatically becomes Skeepers' property without any obligation to you; and (vi) you are not entitled to any accounting, compensation or reimbursement of any kind from Skeepers under any circumstances. To be clear, Skeepers shall be entitled to utilize all Feedback in any way without restriction or obligation to you. Without limiting these rights, you hereby grant Skeepers a perpetual, worldwide, sublicensable, non-exclusive, fully-paid, royalty free license under all of your intellectual property rights to use without compensation or acknowledgment to you or others, any Feedback provided to Skeepers, including the rights to make and sell products and services based on such Feedback.

Article 7.4: Reference advertising / Business case

Client agrees to collaborate in the completion of a Client case study, or "Business case", in which the benefits of the Solutions will be presented on its website(s) or establishments. In this regard, Skeepers undertakes to validate the "Business case", jointly formalized, with the Client.

The Client authorizes Skeepers to use, within the "Business case", the information and data at its disposal and related to the implementation of the Solutions on its website(s) or establishments.

Article 8: Confidentiality

The Parties will consider as strictly confidential all data, information or knowledge, in whatever form, nature or medium whatsoever, that they may come to know within the scope of the Contract and undertake not to communicate or disclose said confidential information. to any third parties, unless otherwise stipulated in the Contract.

The Parties may only communicate confidential information to employees or agents who need to know it within the scope of the Contract and who agree to submit to a confidentiality agreement containing terms having a level of protection at least as strict as for its own confidential information.



The commitment provided for in this article is effective retroactively from the negotiation period between the Parties and will end three (3) years after the termination of the Contract for whatever reason this may be, subject to confidential information related to the Products or Solutions of the Group, for which the obligation of confidentiality will remain applicable for the entire duration of the related intellectual property rights, and/or related to personal data, for which the obligation of confidentiality will remain applicable for the entire duration of the protection rights pertaining thereto.

Article 9: Processing of Personal information

As part of the performance of its Services, Skeepers will process Consumers' and individual's Personal information, that it will receive and/or collect for the Client in order to pursue the Business purpose: meaning the use of Personal information for the business's operational purposes, or other notified purposes, or for the service provider operational purposes, as defined by Section 1798.185 of the Californian Civil Code (the "Business purpose").

The specific terms as "Consumer", "Personal information", "Service provider", "Business", "Business purpose" etc. must be understood as defined by the Section 1798.140 of the Californian Civil Code, amended by the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA).

Thereby, Skeepers will show the most complete respect for U.S. Data Protection Laws (refers to all American data protection or privacy laws and any American rules or regulations applicable to Skeepers' processing of Personal information under the Agreement for the Business purposes) and more particularly for the California Consumer Privacy Act (CCCPA) together with any amending or replacement legislation, including the California Privacy Rights Act (CPRA) and any regulations promulgated thereunder. Although the CCPA/CPRA are not applicable, it will be taken as reference, because it ensures the highest level of data protection among U.S. Data Protection Laws (.

Furthermore, Skeepers is compliant with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of data subjects with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or "GDPR").

As a consequence, this Agreement prohibits Skeepers from:

(a) Selling or Sharing, as defined by the Section 1798.140 of the Californian Civil Code, the Personal information to third parties, which are not Skeepers' own Service providers used to reach out the Business purposes agreed between the Parties listed at <https://skeepers.io/en/sub-processor/>. As an exception, Skeepers could transfer to a third party the Personal information of a consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the third party assumes control of all or part of the business, provided that information is used or shared consistently with Sections 1798.110 and 1798.115 of the Californian Civil Code;

(b) retaining, using, or disclosing the Personal information for any purpose, including commercial purpose, other than for the business purposes specified or as otherwise permitted by in this Agreement and more specifically in **Appendix A - Details of Processing**;

(c) retaining, using, or disclosing the information outside of the direct business relationship between the Client and Skeepers;

(d) combining the Personal information that Skeepers receives from, or on behalf of, the Business with Personal information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the Consumer, provided that Skeepers may combine Personal information to perform any Business purpose except allowable business purposes, that are "consistent with consumers' expectations", and never for behavioral advertising. Skeepers engages Services providers to assist it in processing for the business purposes on behalf of the Agreement, and have a written contract binding them to observe all the requirements set forth in this Article and the engagements taken in **Appendix 2 – Data Protection Addendum**. The Service providers employed are listed at <https://skeepers.io/en/sub-processor/>.

The nature and purpose of the processing operated for the Business purposes, the processing activities, the duration of the processing, the categories of personal information and categories of individuals/Consumers, are defined in **Appendix A - Details of Processing**.

Article 10: Insurance

Each of the Parties certifies that they have taken out professional liability insurance covering all of their activities relating to the Agreement.

Each Party undertakes to provide the other Party - upon their written request - with all supporting documents or certificates relating to the insurance.

Article 11: Relationship of the Parties; No Third-Party Beneficiaries

Client and Skeepers are independent contractors. These Terms do not create a partnership, franchise, joint venture,



agency, fiduciary or employment relationship between us. There are no third-party beneficiaries to these Terms.

Article 12: Severability

These Terms will be enforced to the fullest extent permitted under applicable law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.

Article 13: Complaint - request for information

Sleepers will employ its best efforts to respond to any complaint and attempt to resolve the dispute. Any questions or requests can be addressed to the following address:

Octoly Inc.
244 Fifth Avenue, Suite D61
New York, NY 10001

All complaints, whether amicable or legal, relating to the performance of the services must be made within one (1) year from the end of the completion of the service.

Article 14: Dispute Resolution

14.1. Mediation

You and we agree that any and all disputes, claims or controversies arising out of or relating to these Terms, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be submitted to JAMS, or its successor, for mediation, and if the Dispute is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the Arbitration Rules set forth below, in each case in Wilmington, Delaware. Either party to a Dispute may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties to the Dispute will cooperate in good faith with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings within thirty (30) days after being submitted to JAMS (the "**Mediation Schedule**"). The parties to the Dispute agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

14.2. Arbitration

Either party to a Dispute may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("**Earliest Initiation Date**"). The mediation may continue after the commencement of arbitration if the parties to the Dispute so desire. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the Mediation Schedule. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

14.3. Arbitration Rules

Any arbitration initiated pursuant to these Terms shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, before one arbitrator (unless the parties agree to use three arbitrators). The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall not have power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award punitive damages, and each party hereby irrevocably waives any claim to such damages. Each party (i) hereby irrevocably submits to the jurisdiction of any federal or state court of located in Wilmington, Delaware for the purpose of enforcing the award or decision in any such arbitration, (ii) hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the



jurisdiction of the above named courts, that its, his or her property is exempt or immune from attachment or execution (except as protected by applicable law), that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the award may not be enforced in or by such court, and (iii) hereby waives and agrees not to seek any review by any court of any other jurisdiction which may be called upon to grant an enforcement of the award of any such court. Each party to the Dispute hereby agrees to take any action that is required under this Agreement or the Act to implement any resolution of a Dispute determined by the arbitration including, without limitation, the execution and delivery of any document authorizing action by the Company and any agreement affecting the Shares. Each party hereby consents to service of process by notice according to these Terms. Each Party agrees that its, his or her submission to jurisdiction and its, his or her consent to service of process herein is made for the express benefit of the other parties hereto.

14.4. No Class Actions

You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

14.5. Special Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may of course contact us at privacy@skeepers.io or send us a message to:

Article 15: Governing Law

These Terms, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the the State of New-York, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

Version 2.0 dated 09/13/2023

APPENDIX 1 - PRODUCT CONDITIONS

Only the conditions of the products subscribed to by the Client via the signing of a Quote are applicable.

❖ CONSUMER VIDEOS

- **Service provided**

A – Description of the main features

The Product allows the:

- Provision of a platform branded with the Client name and logo,
- Creation of Client review Video from the Client's products pages,
- Identification, handle and commitment of ambassadors in texting the Client's product or service in creating Videos

Optionally:

- Creating an interactive video gallery,
- Provision of a player on the Client's website allowing to obtain navigation and use statistics,
- Generation and creation of QR codes giving access to product Videos,
- The possibility of validating ambassadors' applications through a casting device,
- La possibilité de télécharger les Vidéos générées dans des formats spécifiques aux réseaux sociaux.

B – Specific Conditions

- **Creation of a Client Back Office**

The Client's Skeepers account will be personalized by Skeepers in the colors of the Client's sign and/or brand. To this end, the Client will send its logo to Skeepers in PNG or JPEG format.

The Client expressly authorizes Skeepers to use its trade name or its brand in the domain name that will be reserved and used by Skeepers to create its Back Office.

- **Payment Terms**

The Client will pay a subscription (Good, Better, Best) corresponding to the required level of functionalities. Skeepers commits to ensure that there will be no regression in terms of the available functionalities. Depending on the subscription chosen, the Client will benefit from a license of rights on the Videos (any audiovisual recording composed of images, voices and sounds, uploaded on the platform by a creator within the framework of the Campaigns) at the end of the collaboration, of various lengths. The Client will also have the possibility to buy back the Videos within the limit of the duration of the rights assigned by the creator. The Client's subscription will correspond to a maximum number of Videos. If this number is not reached, the price will not be impacted. On the other hand, if the maximum number of Videos is exceeded, the difference will be invoiced at the end of the year.

- **Invoicing**

The invoices issued by Skeepers, corresponding to the Client's subscription as well as to the set-up costs, will remain due in the event of non-use of his Back Office by the Client. It is notably the case if the Client does not connect to his account and does not create Campaigns (call for contribution organized on the platform at the request of the Client concerning the product(s) or service(s) that the Client will have determined and aiming at creating and broadcasting user videos on any type of support).

Parties can define at the beginning of the collaboration a package of Videos including a certain number of Videos for the duration of the subscription. When a package of Videos has been defined between the Parties, the Client has the obligation to allocate the required resources to the organization, creation and monitoring of the Campaigns. Thus, if the number of Videos defined at the beginning of the collaboration is not reached, the Videos not delivered by Skeepers will not be reimbursed, except in the case of a proven fault on the part of Skeepers on the progress of the Service (as confirmed by the quarterly report).

Organization of Campaigns

The purpose of the Solution provided by Skeepers is to provide the Client with a Platform - as well as the subdomains that will be created by Skeepers on behalf of the Client - which is dedicated to him, making it possible to collect User Videos during Campaigns and to allow the Client to use them. To benefit from the Services, the Client will create Campaigns via his Back Office.

When creating each Campaign, it will be up to the Client to send Skeepers the following useful information:

- (i) the name of the product to be tested and its references;
 - (ii) the URL of the product sheet; and
 - (iii) the URL of the product image to be tested; and
 - (iv) the description of the product to be tested; and
 - (v) the reward offered by the Client to the Creator who wins the Campaign. In addition, the Client may also provide Skeepers with the following information:
- (i) the category of the product to be tested; and
 - (ii) the duration of the Campaign.

The Client agrees to deliver the announced reward to the creator who won the Campaign. The delivery of the reward is the sole responsibility of the Client. Consequently, the Client guarantees and holds Skeepers harmless against any recourse, request, claim or action of the creator for the delivery of the reward, in particular in the event of late delivery, non-compliance, faults or defects affecting the reward given to the Client.

- **Intellectual property**

Intellectual Property Rights of the parties

As part of each Campaign, the Client expressly authorizes Skeepers to create a space or a page in the colors of its sign and/or its brand and to affix this logo and/or brand in this space, next to the Skeepers' brand and logo. Each party expressly authorizes the other to use its trade name or brand within the domain name that will be reserved and used to create the Client's Campaign page.

Sleepers offers an automatic SaaS solution, used by the creators, subject to validation by the Client. Sleepers cannot be held responsible in case of Video contrary to the applicable regulations, to the rights of third parties, and in particular in case of failure to obtain the said approval by the legal representative(s). Sleepers has informed them that the Client can, at any time, ask to verify the approval delivered to the legal representatives who should then communicate to them upon first request. Sleepers undertakes to remove the accessibility of the said Videos if the Client informs it of their illegality.

Intellectual Property Rights License for Videos

The subscription of the Services by the Client, subject to their full payment by the Client, entails the concession of a right of operation and distribution of the creators' Videos having been validated by the Client during the Campaigns. Under the terms of this license agreement, the said concession relates to the distribution of the Videos by the Client, in all formats and media and in particular: (i) on the internet (in particular on the Client's website and/or social networks, such as Facebook and Twitter, on the e-commerce site(s) on which the Client offers his products for sale, whether or not he is the publisher of this e-commerce site) and this regardless of the generic or geographic suffix or the extension of the domain name of the Client's website, and the country of receipt of the Video; (ii) at the Client's points of sale (stores, corner), at fairs, shows, exhibitions and all other public events where the Client will be present or represented; (iii) internally for the benefit of the members and employees of the Client.

The license is granted for the duration of the agreement / the Consumer Videos subscription, within a maximum of twenty (20) years in accordance of the subscribed license (broadcasting and/or creation) and for the whole world as of the acceptance of the transfer of rights contract by the Creator. It should be noted that the Client may switch from a subscription with creation and broadcast to a subscription with broadcast only.

The price of this license is included in the price paid by the Client for the use of the Services.

Client. Notwithstanding this license, Sleepers may continue to broadcast the Creator's Video on the Platform, to distributors of the products concerned, and via its accounts on social networks such as Facebook, YouTube, Instagram, Snapchat, IGTV, etc.

Apart from the rights expressly granted to the Client under the terms of the license agreement set out above or which would be concluded between the Parties, the Client does not, and will not, hold any rights over the other Videos produced by the creators as part of the Campaigns. Consequently, the Client is particularly prohibited from using, reproducing, distributing, fixing, disseminating, extracting, communicating to the public, representing, or exploiting these in any way and on any medium whatsoever. Failing this, the Client will be liable to prosecution for infringement. In any event, the Client agrees to guarantee and hold Sleepers harmless in the event of any recourse, complaint, request or action resulting from the illegal or unauthorized use of the Videos.

Sleepers reserves the right to suspend or terminate the Services, automatically and without notice, in the event of violation by the Client of the terms of this article, without prejudice to any damages that it may claim.

• Protection of Personal information

The Client, as a Business, is subject to the obligation of transparency, like stipulated under Section 1798.110. Consumers' Right to Know What Personal information is Being Collected, 1798.115. Consumers' Right to Know What Personal information is Sold or shared and to Whom of the Californian Civil Code and most of **U.S. Data Protection Laws** and must thus inform the Internet users of the processing of their data in its Privacy Policy, cookies banner (Tag Manager) or any other dedicated document, a statement informing visitors to its website of the existence of the trackers/cookies implemented on the Platform and the subdomains that will be created by Sleepers for the Client. The primary role of Sleepers' trackers is to analyze the functioning and the use of the video player, to follow the performance of the player and the actions taken on this player. For this purpose, three cookies are generated with an anonymous identifier. For more information on these cookies, please contact the DPO: privacy@sleepers.io. The Client may consider that the consent of Internet users must be obtained before the cookies are deposited. In this case, it will be up to the Client to inform and obtain the consent of the Internet users before any deposit via its TagManager in accordance with the Californian Civil Code and the U.S. Data Protection Laws.

Futhermore, it is mandatory for the Client to inform its employees as to the data processing that concerns them, when it asks them to participate in the "Consumer Videos" Campaigns. It can do so in its Privacy Policy intended for its employees, or through a specific information to the individuals (e.g a service note), by taking up the elements of Section 1798.110 of the Californian Civil Code. It is up to the Client to decide whether or not to inform the employee representative bodies.

The Client have also to inform the Consumers "Testers" in its Privacy Policy, or any other dedicated document, of the processing carried out. It can also deliver the information at the time of the sending of its campaigns, within its e-mails. On the other hand, the Client will not be able to insert a Privacy Policy or any other information on the Platform and the sub-domains that will be created by Sleepers for the Client because any configuration modification impacts all the platforms of Sleepers' Clients.

Sleepers, as a Service Provider, maintains updated its Privacy Policy on the Platform for the Testers and the Users of the Platform.

As a reminder, failure to respect the rights of data subjects under Sections 1798.110. Consumers' Right to Know What Personal information is Being Collected, 1798.115. Consumers' Right to Know What Personal information is Sold or shared and to Whom, 1798.120. Consumers' Right to Opt Out of Sale or sharing of Personal information of the Californian Civil Code are punishable under Section 1798.199.55 of the same Code by an administrative fine of up to two thousand five hundred dollars (\$2,500) for each violation, or up to seven thousand five hundred dollars (\$7,500) for each intentional violation and each violation involving the Personal information of minor consumers to the Consumer Privacy Fund within the General Fund of the state.

Thus, in the event that Sleepers is condemned for failure to comply with these Rights to Know and/or Right to Opt Out, regardless of the U.S. Data Protection Law involved, due to the Client, even though it had informed the Client of these obligations, the latter shall fully indemnify Sleepers for all costs due, including:

- a) costs (including legal fees), claims, demands, actions, settlements, charges, proceedings, expenses, losses and damages (whether or not material);
- b) loss or damage to reputation, brand or image;
- c) to the extent permitted by applicable law:
 - i) administrative fines, penalties, debts or other remedies imposed by a regulatory or judicial authority; and
 - ii) compensation paid to an affected Consumer or Consumers.

❖ **INFLUENCER MARKETING**

A – Description of the main features

The Product allows:

1. The creation of Influencer Marketing Campaigns on a product or service chosen by the Client;
2. The selection of criteria to identify the categories of Influencers who will apply for campaigns;
3. The provision of dedicated messaging to communicate with Influencers;
4. Viewing the reviews obtained and statistics related to the Campaigns.

Optionally, the scope of the Solution implementation may also contain a logistic option.

B – Specific conditions

Briefing: Description of the Campaign written by the Client, which must be respected by the Content Creator.

Creator: Person previously registered and accessing the Sleepers platform for the purpose of generating Content (IM and CV).

Campaign: Operation shared with Creators aimed at promoting the products and/or services of one or more Clients.

Content: Refers to texts, including reviews, images, sounds, videos, photographs, drawings, avatars, and more generally any visual, textual or graphic post representing or referring to the products and/or services, distributed by a Creator as part of the Solution.

Tester: Creator who has received a product for free in order for them to create a video (CV) or text (IM) review, which will be published on the e-commerce site of the Client and/or its partners.

Influencer: Creator who has received a product for free in order for them to post dedicated Content on their social network (e.g., Instagram, TikTok, YouTube, Pinterest, Blog, etc.).

• Product description

The selection of Creators who will participate in an Influencer Review Campaign is managed by the Client (unless the Client subscribes to an invoiceable service provided by Sleepers to Client, in addition to Product subscriptions (The "Professional Services"), "Professional Services" option so that Sleepers manages it for them), unlike the selection of Creators who will participate in a Tester Review Campaign, who are automatically validated by Sleepers as soon as a Creator applies for the Campaign concerned, with no pre-screening.

When the Client creates their Campaign, they will select the type of review desired (Tester or Influencer).

For services offered by the Client, the latter will have to inform the Creator on how to use the service covered by the Campaign.

The Client may, in each Campaign, impose the hashtags of their choice that the Creator must attach to the Content created. The Client is responsible for complying with the applicable recommendations and laws in terms of partnerships

and commercial content, and, where applicable, imposing the necessary hashtags on the Creators.

Once the Creator has received and tested the Client's product(s) or service, the Creator remains responsible for creating one or more Content(s) that they share on the selected social network(s) or website(s) provided by the Client as part of the Campaign. Skeepers is not responsible for Content created and shared by the Creator.

- **Access to services**

The Client has access to a personal online space, as well as to the various modules specified in the technical documentation. Skeepers does not guarantee the availability or responses of Creators, the success of a Campaign, the actual production of Content or its sustainability.

- **Logistic option**

If the logistics option is selected by the Client, Skeepers will take care, for the Client, of sending the products to the Creators validated by the Client via a logistics service provider. Skeepers will charge the Client, in accordance with the financial terms hereinafter, for the costs of delivering the products to the Creators, returning the products to the Client and reshipping the products to the Creators if they are not received. This includes all costs associated with logistics, such as packing, handling, shipping, and storage.

The Parties also agree that Skeepers may vary, upwards or downwards, the price of the logistics options by indexing the latter to the prices charged by the suppliers. This price change will be applied quarterly, at the discretion of Skeepers, and will be subject to the prior information of the Client by e-mail and/or newsletter and/or any other means of communication suitable for the transmission of commercial messages.

Given the specificity of the collaboration, the Client is required to check the apparent condition of the products before they are handed over to the carrier.

Under no circumstances can Skeepers be held liable for any damage caused to packages, or for any loss during shipment, and generally for any defect in the product. If the product is faulty, the dispute shall be settled directly between the Client and the Creator.

If the logistics option is not selected by the Client, the latter shall pay for and be responsible for sending the products or providing any element allowing access to the Client's service by the Creators. To this end, Skeepers will send the Client the contact details of the Creators (surname, first name, e-mail address, postal address, telephone number, if necessary, etc.) in order to ensure tracking and proper delivery of the products.

If the products are sent late, are out of stock, or if the service is unavailable, the Client is required to inform the Creators via the messaging system available on the platform.

- **Client's obligations**

The Client undertakes to send to the Creators selected as part of a Campaign, the products/services offered on the platform, or to Skeepers, if the logistics option is selected.

Without the list being exhaustive, Skeepers may terminate a Campaign or block its posting without compensation, if:

- the Client fails to meet its obligation to pay the price of the subscription within the time limits set in accordance with the terms of the Contract;

- the Campaign is likely to generate Content that is (i) pornographic, obscene, indecent, shocking or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist, infringing, (ii) damaging to the image or the property of a third party, (iii) false, misleading, or offering or promoting illegal activities, likely to harm the information systems of third parties (such as viruses, worms, Trojan horses, etc.), and (iv) more generally, Content that does not comply with the applicable Regulations, or which is likely to infringe the rights of third parties, to be detrimental to third parties, or to hold liable Skeepers or the Creator in any manner or form.

Skeepers may then suspend access to the Product, delete the Campaign, and/or terminate the subscription under the terms provided herein, while the price provided for in the Purchase Order is still fully due.

The Client undertakes not to give instructions within the initial briefing that would skew the review by the tester of the product or service. The Client can guide the tester by offering to talk about the texture, smell, color, or other characteristics of the product or service, but they must not give too precise indications or subjective instructions as to the quality of the product or service.

The Client, if this is an agency acting in the name of, and on behalf of, another entity, is responsible within the meaning of Article 1204 of the Civil Code for the compliance of its own Client with the provisions set out herein especially regarding the use of the Content. Consequently, the Client shall compensate the Creator and Skeepers in the event of non-compliance with these terms by the end Client.

In cases where Law No. 2020-1266 of October 19, 2020 aimed at regulating the commercial use of the image of children under sixteen (16) on online platforms and its subsequent implementing decrees are applicable, the legal representatives of minor children under the age of sixteen (16) shall be informed that they are required to request the necessary approval from the competent administrative authority.

Skeepers is exempt from all liability in the event of failure to obtain said approval by the legal representative(s). Skeepers has informed them that the Client may, at any time, ask to check the authorization issued to the legal representatives, who should then share it with them on first request.

- **Intellectual property**

The Client is informed that the Creators have accepted the reuse by the Client of the Content they create as part of the Campaigns, and have consented to the exploitation of their image rights.

Consequently, the Client benefits from the non-exclusive right to download, reproduce and represent the Content in all formats and on all media, worldwide, for the duration of the legal protection of the Content under the applicable law and international conventions on literary and artistic property that are or will be in force, including any extensions that may be made to the duration of the protection, for the purposes of identifying the product but also for the purposes of

advertising and promoting the Client's product or service.

The Client may reuse the Content subject to compliance with the following conditions:

- The rights referred to include the rights for any use and for any direct and indirect exploitation of all or part of the Content and any creation derived therefrom, regardless of the mode, in particular all the rights: (i) of reproduction, (ii) representation, transformation, (iii) evolution and arrangement, (iv) translation, modification, correction and adaptation, rewriting, (v) incorporating into any pre-existing work or to create, (vi) to use, (vii) to sub-license; for any purpose whatsoever, in whole or in part, in any language, by any means, process and in any form and in any format, on any medium whether known or future (without the list being exhaustive: social networks, websites, newsletters, online advertisements, online stores, internal digital communications, etc.), hereinafter referred to as "any communication medium".

- This non-exclusive license is granted for the whole world and for the duration of the legal protection of the Content under the applicable law and the international conventions on literary and artistic property which are or will be in force, including any extensions that may be made to the duration of the protection.

- With regard to music, the Creator guarantees its use free of rights in its format and on its initial medium, but not for reuse in another format or on any other medium or social network than that initially used by the Creator; which the Client accepts. If the Content and its music are reused on a medium other than its initial medium, the Client is solely responsible for obtaining the necessary authorizations from the holders of the rights concerned.

- The Client is also authorized to reproduce and represent the image and voice of the Creator as captured in the Content, as well as the persons represented in this Content for which the User is responsible and the User's identifiers, such as their alias, for a period of 20 (twenty) years from the first posting.

The Client acknowledges that the Content may include third parties and/or works belonging to third parties, and therefore any modification of the Content resulting in particular from a focus / zoom on the third party and/or the work of art requires checking that the express prior agreement of the right holder has been obtained for this use or obtaining the right holder's agreement directly. In any event, the Client may not modify the Content to exclusively represent this work or this third party.

The Client undertakes to respect the authorship right of the assigning Creator. Consequently, the Client undertakes to mention, each time the assigned Content is used, the identity of the Creator via the alias used by them on the social network concerned.

Sleepers is not the author or creator of the Content subject to the assignment of rights, therefore any type of prejudice, dispute, disagreement, or claim related to a Content must be settled directly between the Client and the Creator, as the Client indemnifies Sleepers against any consequences thereof.

The Client acknowledges that the rights granted to them over the Content are non-exclusive, and that as such, Sleepers or third parties may also reproduce and represent them.

- **Financial terms**

The Client will pay a subscription corresponding to the level of functionality, as well as to the number of Contents desired, as specified in the Purchase Order.

The Client's subscription shall correspond to a maximum number of Contents. If this number is not reached, the price will not be affected. If the Client wishes to increase their number of Contents, they shall contact Sleepers in order to increase their subscription.

Regarding the logistic option, the Client will be invoiced in accordance with one of the following options:

- Sleepers will invoice monthly or quarterly, at cost, the Client for the cost of shipping.
- Client will provide a non-refundable and not eligible for rollover shipping provision based on an estimation.

- **Specific provisions applicable to text reviews**

The Client review issued by the Creator is similar to a testimonial, always relating to a consumer experience and is purely for the information of future consumers.

Thus, Sleepers and its Clients or partners may freely use, reproduce, publish, make available and translate the content of Client reviews worldwide and in any media.

- **Protection of Personal information**

The Client, as a Business, is subject to the obligation of transparency, like stipulated under Section 1798.110. Consumers' Right to Know What Personal information is Being Collected of the Californian Civil Code and most of **U.S. Data Protection Laws**.

It may provide information about the data processing it carries out using the Influencer Marketing Solution when creating its campaigns, within its emails or in the description of the campaign: "Brief".

Sleepers, as a Service provider, respects its obligation of transparency by keeping an updated Privacy Policy for Creators on its website <https://www.octoly.com/privacy>.

❖ **LIVE SHOPPING**

A – Description of the main features

The Product allows to:

- Create live events (from a studio or a smartphone) to introduce products from the Client's website with a moderation tool,
- Linking seller and consumer through a video chat from the website,
- Provision of a video player customized improving the User experience and allowing the live shopping replay,
- The replay of live events on a dedicated page or directly accessible from the product pages that were presented.

Optionally:

- An open API option for custom integration,
- An option " support for the production of live shopping ".

B – Specific Conditions

• Financial conditions

The Client will pay the set up fee at the beginning of the collaboration and will choose in addition a subscription "Shopping party" or "One to one" according to the desired features.

The Client will subscribe to a session pack (Live & Replay) depending on the number of sessions desired. Additional session packs can be added during the subscription period and invoiced at the end of the year. In addition, Professional Services fees and other features can be added, upon quotation, at the Client's request.

• Liabilities

Skeepers cannot be held liable for the Live's content which remains the Client's property. The scope of the Skeepers Live Shopping is limited to the technological part.

Skeepers Live Shopping cannot be held liable for a low-quality video because of a network noncompliant with technical guidelines on minimum network bandwidth requirements)

• Payment Terms

Client chooses a "Shopping Party" or "One to one" subscription corresponding to the required level of Live Shopping or views of the Live Shopping.

Skeepers commits to ensure that there will be no regression in terms of the available functionalities.

The Client's subscription will correspond to a maximum number of Live Shopping or views of the Live Shopping. If this number is not reached, the price will not be impacted. On the other hand, if the maximum number of assets is exceeded, the difference will be invoiced at the end of the year.

• Live Shopping Party broadcast

Client is autonomous in the creation and distribution of the videos. He is solely liable for the content, intellectual property rights and image rights, and the communication made around the event. Within the framework of Professional Services, Skeepers can offer to the Client a service of accompaniment on the realization of the live. In case of cancellation of the subscription, the Client must imperatively download their videos if they wish to keep them because they will be destroyed at the end of the subscription.

• Protection of Personal information

The Client, as a Business, is subject to the obligation of transparency, like stipulated under Section 1798.110. Consumers' Right to Know What Personal information is Being Collected, 1798.115. Consumers' Right to Know What Personal information is Sold or shared and to Whom of the Californian Civil Code and most of **U.S. Data Protection Laws** and must thus inform the Internet users of the processing of their data in its Privacy Policy, or any other equivalent dedicated document.

It must also warn its employees of the data processing that concerns them when it asks them to participate at the Live Shopping. It can do so in its Privacy Policy intended for its employees, or through a specific information to the individuals (e.g a service note), by taking up the elements of Section 1798.110 of the Californian Civil Code. It is up to the company to decide whether or not to inform the employee representative bodies. It is his obligation to collect the transfer of their image rights.

The Client must also insert in its Privacy Policy, cookies banner (Tag Manager) or any other dedicated document, a statement informing visitors to its website of the existence of the tracer "Video Shopping Party" and that any participation in a Live Shopping involves the automatic deposit of a cookie on his terminal:

Name: Spockee.party.io;

Host: Spockee.io;

Type of cookie: Functional cookie "strictly necessary for the provision of an online communication service, at the express request of the user". Indeed, the SessionID is the tracer that is encompassed by the tag, disabling it is tantamount to disabling the tag and therefore the Live Shopping functionality, which makes it strictly necessary for the performance of Live Shopping. The participation of the user in the Live Shopping is his express manifestation to want to benefit from the online communication service.

Lifetime: Session, for the Javascript tag: the time of the contract with the Client or deletion at the end of the contract with the Client;

Finality: Listing of the Live Shopping and opening of a live or a replay. Attribution of a Session ID number " Client ID " for the purpose of managing the broadcasting flows of the Shopping parties and for carrying out performance metrics. Performance is captured per live and per replay, the data is aggregated to have global results;

Processed data: Session ID "Client ID", number of viewers, products put in the basket, type of audience, number of messages, number of hearts, average duration of viewing per viewer, duration of the event, browser, operating system and brand of the connection tool, UserAgent etc.

Third party: Spockee.com

The Client may have a different interpretation and consider that the consent of Internet users must be obtained before the aforementioned cookie is deposited. In this case, it will be up to the Client to inform and obtain the consent of the persons concerned before any deposit via its TagManager in accordance with the Californian Civil Code and the U.S. Data Protection Laws.

As a reminder, failure to respect the rights of data subjects under Sections 1798.110. Consumers' Right to Know What Personal information is Being Collected, 1798.115. Consumers' Right to Know What Personal information is Sold or shared and to Whom, 1798.120. Consumers' Right to Opt Out of Sale or sharing of Personal information of the Californian Civil Code are punishable under Section 1798.199.55 of the same Code by an administrative fine of up to two thousand five hundred dollars (\$2,500) for each violation, or up to seven thousand five hundred dollars (\$7,500) for each intentional violation and each violation involving the Personal information of minor consumers to the Consumer Privacy Fund within the General Fund of the state.

Thus, in the event that Skeepers is condemned for failure to comply with these Rights to Know and/or Right to Opt Out, regardless of the U.S. Data Protection Law involved, due to the Client, even though it had informed the Client of these obligations, the latter shall fully indemnify Skeepers for all costs due, including:

- a) costs (including legal fees), claims, demands, actions, settlements, charges, proceedings, expenses, losses and damages (whether or not material);
- b) loss or damage to reputation, brand or image;
- c) to the extent permitted by applicable law:
 - i) administrative fines, penalties, debts or other remedies imposed by a regulatory or judicial authority;
 - and ii) compensation paid to an affected Consumer or Consumers.

APPENDIX 2 - Data Protection Addendum

This Data Protection Addendum (hereinafter "DPA" or "Addendum") forms part of the Agreement between the Client and Skeepers covering the Business purposes, object of the Contract. It shall be effective on the effective date of the Agreement and according to the duration specified in **Appendix A - Details of Processing**.

- **Definition**

The specific terms related to data protection as "Personal information", "Service provider", "Business", "Business purpose" etc. must be understood as defined by the Section 1798.140 of the Californian Civil Code, amended by the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA).

U.S. Data Protection Laws refer to all American data protection or privacy laws and any American rules or regulations applicable to Skeepers' processing of personal information under the Agreement for the Business purposes, including; (i) the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA); (ii) the Virginia Consumer Data Protection Act of 2021, Va. Code Ann. § 59.1-571 to -581; (iii) the Colorado Privacy Act of 2021, Co. Rev. Stat. § 6-1-1301 et seq.; (iv) Connecticut Public Act No. 22-15, "An Act Concerning Personal Data Privacy and Online Monitoring"; (v) the Utah Consumer Privacy Act of 2022, Utah Code Ann. § 13-61-101 et seq.; (vi) Iowa's Act Relating to Consumer Data Protection, Providing Civil Penalties, and Including Effective Date Provisions; (vii) the Indiana Consumer Data Protection Act; and (viii) all other equivalent or similar laws and regulations in any relevant United States jurisdiction relating to Personal Data and privacy, and as each may be amended, extended or re-enacted from time to time.

Sub-processor means any third party appointed by Skeepers to process Personal information as a Service provider on behalf of Client in connection with the Agreement.

- **Description of Processing and Purpose Limitation**

Skeepers will process personal information in order to provide the Business purposes in accordance with the Agreement.

Appendix A - Details of Processing specifies the nature and purpose of the processing, the processing activities, the duration of the processing, the types of Personal information and categories of Consumers/individuals.

- **Compliance**

Client's engagement

Client is responsible for ensuring that (a) it has complied, and will continue to comply, with U.S. Data Protection Laws in its use of the Services, in any processing instructions it issues to Skeepers, and its own processing of personal information and (b) it has, and will continue to have, the right to transfer, or provide access to personal information to Skeepers, for processing in accordance with the terms of the Agreement and this Addendum.

In particular, Client should only collect Consumers' Personal information for specific, explicit, and legitimate disclosed purposes, presented in the **Appendix A - Details of Processing**, and should not further collect, use, or disclose Consumers' Personal information for reasons incompatible with those purposes. Client should collect Consumers' Personal information only to the extent that it is adequate, relevant and limited, proportionate to what is necessary (data minimization) in relation to the purposes for which it is being collected, used, and shared. Skeepers undertakes to require from the Client, when Personal information must be transmitted, only the one that are necessary for the Business purposes.

Client specifically and clearly informs Consumers about how it collects and uses Personal information and how they can exercise their rights and choice, in conformity with Sections 1798.100 and 1798.130 of the Californian Civil Code.

Client should provide Consumers or their authorized agents with easily accessible means to allow Consumers and their children to obtain their Personal information (in accordance with Section 1798.110 of the Californian Civil Code), to delete it (in accordance with Section 1798.105 of the Californian Civil Code), or correct it (in accordance with Section 1798.106 of the Californian Civil Code) within 45 days of receiving a verifiable consumer request from the consumer, and to opt-out of its sale and the sharing across business platforms, services, businesses and devices (in accordance with Sections 1798.115, 1798.120 and Section 1798.135 of the Californian Civil Code) and to limit the use of their sensitive Personal information (in accordance with Sections 1798.121 and 1798.135 of the Californian Civil Code). It should never, in any way, penalize consumers for exercising these rights (Section 1798.125 of the Californian Civil Code).

Skeepers' Privacy Policy, sharing the information required by Section 1798.100 of the Californian Civil Code, is accessible to Consumers/individuals at the homepage of its internet website: <https://skeepers.io/en/privacy-cookie->

[policy/](#) and on the Privacy Policies of its Platforms.

Last but not least, if Client must collect the consent of Consumers / individuals, it must ensure that the consent obtained has been freely given, specific, informed, and unambiguous, for a narrowly defined particular purpose. Being understood that the acceptance of a general or broad terms of use, or similar document, that contains descriptions of Personal information processing along with other, unrelated information, does not constitute consent. Hovering over, muting, pausing, or closing a given piece of content does not constitute consent. Likewise, agreement obtained through use of dark patterns does not constitute consent.

Client should be held accountable when it violates consumers' privacy rights, and entirely endorse the associated penalties without being able to engage, in any way whatsoever, the responsibility of Skeepers, unless the latter has been fully recognized by an administrative or judicial authority. From then on, Skeepers will pay the costs to the extent of its incurred liability.

Skeeper's engagement

Skeepers helps the Client complying with the U.S. Data Protection Laws.

Skeepers will provide reasonable and timely assistance to enable Client to respond to: (i) any request from a Consumer / individual to exercise any of its rights under U.S. Data Protection Laws (including its rights of access, correction, objection, erasure, and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Consumer / individual, regulator or other third party.

In the event that those request, correspondence, enquiry or complaint are made directly to Skeepers, it will forward them in the shortest possible time to the Client and will not respond directly unless legally compelled to do so, or, if after being notified by Skeepers, the Client remains silent for fifteen (15) days, and its lack of answer could put Skeepers in violation of any applicable data protection law (American or not).

Skeepers only shares the Personal information to its own Service providers for limited and specified purposes as presented in the **Appendix A - Details of Processing**, and never shares Personal information with third parties, unless the Client has previously agreed to it. Skeepers requires that its own Service providers enter into written agreements that provide the same level of privacy protection as required in this Addendum. Skeepers never sells any Personal information.

Skeepers never processes Sensitive information, unless the Client has previously agreed to it.

Skeepers will only follow the Business purposes set on the Agreement and the Data Protection Addendum and the **Appendix A - Details of Processing**, and won't make any unauthorized use of Personal information. Every new processing will be made with the prior agreement of the Client.

Skeepers will notify Client if it can no longer meet its obligations under this Addendum.

- **Confidentiality of processing**

Skeepers shall ensure that any person that it authorizes to process consumers' Personal information (including Skeepers' employees or assimilated, support staff etc.) shall be subject to a duty of confidentiality (whether a contractual duty, a Non Disclosure Agreement, or a statutory duty), and shall not permit any person to process Personal information who is not under such a duty of confidentiality.

- **Security and Data breach**

Skeepers and, to the extent required under the Agreement, Client shall implement appropriate technical and organisational measures to protect Consumers' Personal information from Security Incidents and to preserve the security and confidentiality of the Consumers' Personal information.

Skeepers takes all necessary and appropriate measures and practices to protect Consumers' Personal information from their unauthorized or illegal access, destruction, use, modification, or disclosure ("security breach").

All the means are detailed in Skeepers' security documentation and procedures that the Clients can ask at any time to have the most recent version of them.

Overall, Skeepers is committed to:

- detect security incidents that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted Personal information, in its networks or information systems ("data breach"), and to inform the Client about it without undue delay;

- detect security incidents, resist malicious, deceptive, fraudulent, or illegal actions and help prosecute those responsible for those actions;
- ensure the physical safety of natural persons.

Client acknowledges that the security measures are subject to technical progress and development and that Sleepers may update or modify its security measures from time to time, provided that such updates and modifications do not degrade or diminish the overall security of the Services.

- **Audit**

In order to request an on-site compliance audit related to the processing under the Agreement, the Client must have previously requested in writing from Sleepers or one of its Subsidiaries information aimed at demonstrating compliance with obligations towards the Addendum. If the responses provided are not deemed sufficient, the Client may notify Sleepers by registered letter with acknowledgment of receipt, at least one month in advance of the proposed audit date. The Client's request must be duly substantiated and must include the appointed auditor, the date, and the scope of the auditor's intervention.

The Client may not perform more than one (1) audit per year unless and to the extent that Client (acting reasonably and in good faith) has reasonable grounds to suspect a Security Incident or any material breach of this DPA by Sleepers, and must respect a notice period of one (1) month to allow Sleepers or the Group Subsidiary concerned by the audit to organize themselves and make the necessary teams available so that the audit does not disrupt the work of the technical team. The appointed auditor may be an internal structure of the Client or any authorized third party not competing with Sleepers. Prior to the audit, the appointed auditor must sign a confidentiality agreement (NDA) with both the Client and Sleepers by express written declaration.

It is important to note that these audit provisions do not apply in the event of an imminent risk relating to the security of Personal information.

Personal informationThe scope of the on-site audit will be strictly limited to the Sleepers' processes that enable the operation of the Solutions as a Service provider for Business purposes. The audit will focus on verifying compliance with the provisions of this Agreement in one of the following areas:

- Application of security and safeguard procedures for Personal information;
- Respect for the technical production methodology;
- Control of the technical means (system) on which the Sleepers Group platform operates.

It is important to note that the audit may not relate to the financial, accounting, and commercial data of Sleepers or of the Group Subsidiary concerned by the audit. In any case, the appointed auditors must undertake in writing not to damage or disrupt the IT system of Sleepers or of the Group Subsidiary concerned and must present sufficient guarantees in this regard. The auditor should not interfere with the activity of Sleepers when performing the audit. In such a case, the auditor agrees to take all necessary measures, in particular by interrupting the test phase. The audit can only be carried out during the opening hours of Sleepers, who will provide assistance to the auditor, within the limit of two (2) man-days.

For its part, Sleepers undertakes to allow auditors appointed by the Client to have access to the information necessary for their mission. However, it is understood that documents must be consulted at the premises of Sleepers or of the Group Subsidiary concerned by the audit, and the information collected cannot be used for other purposes. No reproduction, in whole or in part, of the documents may take place without the prior consent of Sleepers or the Group Subsidiary concerned, who may object for reasons of confidentiality. No Personal information may be transmitted during or at the time of these audits.

As part of such an audit, Sleepers undertakes to provide all the access authorizations, documents, and information necessary to the Client or its representative to enable it to carry out all the necessary checks to determine its compliance with all the obligations defined in this clause as well as with the applicable legislation on the subject of Personal information.

The Client expressing the need to carry out an audit shall bear all the costs incurred by this audit, including, but not limited to, the auditor's fees, their travel and accommodation costs, and reimburse Sleepers for all expenses and costs incurred by this audit, including those corresponding to the time spent on the audit by Sleepers' staff beyond the aforementioned two (2) man-days, based on the average man-day rate of the Sleepers staff who collaborated on the audit.

The Client undertakes to communicate the results of the audit to Sleepers. If it is found that Sleepers does not comply with its obligations under the U.S. Data Protection Law, the Parties will meet without delay to agree on the

measures to be taken to remedy the shortcomings thus identified. In this case, Skeepers undertakes to implement, at its expense, all corrective measures decided upon between the Parties, in order to bring the processing into line with industry standards at the time and with the U.S. Data Protection Law, within sixty (60) days of the decision of the corrective measures to be implemented taken by the Parties.

- The Parties acknowledge that all reports and information obtained as part of this audit are confidential information. Personal information Personal information Personal information Service providers (Sub-processors)

Client agrees with Skeepers using Service providers (Sub-processors) to process the Personal information according to the Business purposes, object of the Contract.

The Sub-processors providers currently engaged by Skeepers and authorized by Client are listed at <https://skeepers.io/en/sub-processor/>

Skeepers will enter into a written agreement with each Sub-processor, imposing data protection terms that require to protect the Personal information to the standard required by U.S. Data Protection Laws (and in substance, to the same standard provided by this DPA).

For any change of Sub-processors, Skeepers will notify Client at least twenty (20) days prior to allowing such Sub-processor to process the Personal information according to the Business purposes. Client must subscribe to receive notice of updates to the list of Sub-processors, using the following link : <https://skeepers.io/en/sub-processor/> . Client may object in writing to Skeepers' appointment of a new Sub-processor within the twenty (20) days delay for such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the parties are not able to achieve resolution, Client, as its sole and exclusive remedy, may terminate the Agreement (including this DPA) for convenience.

- **Data transfers to European Union**

In order to reach the Business purposes, object of the Contract, Skeepers and its Service providers can process Personal information outside of the United States, on European territory, and then be submitted to the General Data Protection Regulation (GDPR) according to its Article 3 - Territorial scope.

In this case, the Client will be qualified as the Controller, and Skeepers also as a Controller or as a Processor, when it processes data on the behalf of the Client, depending on the subscribed Service(s), and all the obligations of the Regulation (EU) 2016/679 and, in particular, of Article 28, will be binding on the Parties.

The Standard Contractual Clauses of the European Commission (EU SCC), in their latest version in force, shall be deemed incorporated into and form a part of this Addendum, as follows:

For the Live Shopping Solution:

- i. Module Two will apply (as applicable);
- ii. in Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be 20 days;
- iii. in Clause 11, the option will not apply;
- iv. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by French law;
- v. in Clause 18(b), disputes shall be resolved before the courts of France;
- vi. Annex I of the EU SCCs shall be deemed completed with the following information :

A) List of Parties

Data importer(s):

1. Name: Marc Bonnamour

Address: 18-20 Avenue Robert Schuman, CS 40494, 13002 Marseille

Contact person's name, position and contact details: Mélanie SUSPENE, data protection officer, privacy@skeepers.io

Activities relevant to the data transferred under these Clauses: Live shopping

Role: processor

B) Description of transfer

Information set out in Appendix A - Details of Processing to this DPA, as applicable; and

vii. Annex II of the EU SCCs shall be deemed

completed with the information set out in our security documentation (ISSP, SAP etc.).

For the Influencer Marketing and the Consumer Videos Solutions:

i. Module One will apply;

ii. in Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes shall be 20 days;

iii. in Clause 11, the option will not apply;

iv. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by French law;

v. in Clause 18(b), disputes shall be resolved before the courts of France;

vi. Annex I of the EU SCCs shall be deemed completed with the following information :

A) List of Parties

Data importer(s):

1. Name: Marc Bonnamour

Address: 18-20 Avenue Robert Schuman, CS 40494, 13002 Marseille

Contact person's name, position and contact details: Mélanie SUSPENE, data protection officer, privacy@skeepers.io

Activities relevant to the data transferred under these Clauses: Influencer Marketing and/or Consumer videos

Role: controller

B) Description of transfer

Information set out in Appendix A - Details of Processing to this DPA, as applicable; and

vii. Annex II of the EU SCCs shall be deemed

completed with the information set out in our security documentation (ISSP, SAP etc.).

In any case, Skeepers will be qualified as a Controller when it (a) manages the relationship with the Client; (b) provides, optimizes, and maintains the Services and platforms and collects anonymous statistics to improve its Services (c) carries out its core business operations, such as accounting and filing taxes; (d) detects, prevents, or investigates security incidents, fraud, and other abuse or misuse of the Services; (e) complies with its legal or regulatory obligation.

- **Third Party Data Access Requests**

If Skeepers becomes aware of any third party legal process requesting Personal information that Skeepers processes for the Business purposes, object of the Contract, then Skeepers will:

(a) immediately notify the Client of the request, unless such notification is legally prohibited;

(b) inform the third party that the Personal information can only be disclosed with the Client's prior consent;

(c) disclose to the third party the minimum necessary Client contact details to allow the third party to contact the Client and instruct the third party to direct its data request to Client;

and

(d) to the extent Skeepers provides access to or discloses Personal information in response to third party legal process either with Client authorization, or due to a mandatory legal compulsion, then Skeepers will disclose the minimum amount of Personal information to the extent it is legally required to do so and in accordance with the applicable legal

process.

If the third party legal process is issued by a government authority (including a judicial authority), requesting access to or disclosure of Personal information that Skeepers processes for the Business purposes, object of the Contract, then, to the extent that Skeepers reviews the request with reasonable efforts and as a result is able to identify that such third party legal process requesting Personal information raises a conflict of law, Skeepers will:

- (a) take all actions identified above;
- (b) pursue legal remedies prior to producing Personal information up to an appellate court level; and
- (c) not disclose Personal information until (and then only to the extent) required to do so under applicable Procedural rules.

The above provisions shall not apply in the event that Skeepers has a good-faith belief the government request is necessary due to an emergency involving the danger of death or serious physical injury to an individual. In such event, Skeepers shall notify Client of the data disclosure as soon as possible following the disclosure and provide Client with full details of the same, unless such disclosure is legally prohibited.

Skeepers represents and warrants that it: (i) has never turned over its encryption or authentication keys or its Clients' encryption or authentication keys to anyone; (ii) has never installed any law enforcement software or equipment anywhere on its network; (iii) has never provided any law enforcement organization a feed of its Clients' content transiting on its network; (iv) and has never weakened, compromised, or subverted any of its encryption at the request of law enforcement or another third party..

- **Data Protection Officer**

Skeepers has appointed a Data Protection Officer which may be reached at privacy@skeepers.io.

- **Deletion/anonymization or return of Data**

Depending on the processing, Skeepers will anonymize or erase the Personal information, in accordance with the data retention periods outlined in **Appendix A: Details of Processing**. **This requirement shall not apply to the extent Skeepers is required by applicable law to retain some or all of the Personal information.** Upon written request of the Client, Skeepers could also return them to the Client before any erasure or anonymization of the Personal information.

- **Liability for the protection of personal data**

In their relationship, each Party is liable for all direct damages suffered by the other and arising from the breach by it, its employees, its representatives, and, where applicable, its Sub-processors of its obligations under this Agreement and the U.S. Data Protection Laws.

In any event, Skeepers' entire liability under this Agreement shall be limited to the price paid by the Customer in the last 12 months.

APPENDIX A: Details of Processing

Influencer Marketing

The table below details the data processing(s) implemented by Skeepers through its Solution Influencer Marketing

Nature of the processing carried out on the Personal information	<ul style="list-style-type: none">■ Reception■ Collection■ Registration■ Preservation■ Change■ Consultation/Access■ Use■ Clearing■ Organization■ Checkout■ Communications■ Broadcast
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	<ul style="list-style-type: none"> ■ Provision ■ Reconciliation ■ Interconnection ■ Destroy
Purposes of the Personal information processing	<p>Main purpose:</p> <ul style="list-style-type: none"> • Put the Client in contact with influencers, users of the platform, in order for the latter to create content presenting and/or mentioning the Client's products / services on social networks and / or on the Client's websites, according to the campaigns chosen by the latter. • If subscribed: Put the Client in contact with Testers, users of the platform, in order for the latter to write written reviews about the Client's products / services on the Client's websites. <p>Influencers and Testers, when designated together, are called "Creators".</p> <p>Sub-purpose:</p> <ul style="list-style-type: none"> • Selection of influencers who meet Skeepers' prerequisites; • Creation and management of Influencers and Testers ' accounts; • Creation and management of influencer review campaigns, and, if subscribed, Tester reviews; • Display of Influencers' profiles on the Platform (name, age, gender), Client's access to the Skeepers Influencer community; • Matching according to the profile of the Influencers, their interests, social media settings, the carried out campaigns and the Client's campaigns; • Acceptance or rejection of Influencers by the Client; • Solicitation of written reviews from Testers; • Delivery of products by Skeepers to Creators; <p>OR Transmission to the Client of the postal address, the email address and, if necessary, the telephone number of the Creators, in the event that the Client takes care of the delivery of the products;</p> <ul style="list-style-type: none"> • Publication of content presenting and/or mentioning the Client's products/services on the Influencers' social networks; • Evaluation rating of the Influencer by the Client (scoring); • Dissemination of Testers' textual opinions on the Client's e-commerce site and/or that of the Client's partners; • Sending the Newsletter: the latest campaigns, which match the profile of the influencer, including that of the Client; • Report dashboards integrated with the Platform; • Onboarding and training session; • Ongoing account management: <ul style="list-style-type: none"> ○ Creation <ul style="list-style-type: none"> ○ Email and phone support ○ Assistance with campaign strategy and best practices.
Categories of the processed Personal information	<ul style="list-style-type: none"> • Mandatory for registration on the Platform:

	<ul style="list-style-type: none"> o Email; o Location (country); o Date of birth. <ul style="list-style-type: none"> • Mandatory for Tester Campaigns: <ul style="list-style-type: none"> o Name and Surname; o Gender; o Complete postal address; o Phone number. • Mandatory for influencers Campaigns: <ul style="list-style-type: none"> o Name and Surname; o Genre; o Complete postal address; o Phone number; o Public data accessible from the Influencers' account on hissocial networks, retrieved via API. <p>Not necessarily informed by Influencers:</p> <ul style="list-style-type: none"> o Image (and voice if Video); o Skin color (<i>as a sensitive Personal information, "racial or ethnic origin", any consumer will have the right, at any time, to ask to limit its use of the consumer's sensitive Personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests such goods or services;</i> o Relational status; o Parenting; o Number of children; o Animals; o Purchasing habits; o Skin type and concerns; o Beauty habits; o Hair color/type; o Household income; o Diet; o Color of the eyebrows; o Glasses; o Sizes; o Lifestyle; o Skin problems (<i>as a sensitive Personal information, "health", any consumer will have the right, at any time, to ask to limit its use of the consumer's sensitive Personal information to that use which is necessary to perform the services or provide the goods reasonably expected by an average consumer who requests such goods or services;</i> o Preferred brands; cookies. <p>Data processed by Skeeper as part of its service: Client ID and password for connecting to the back office.</p>
Categories of the Consumers / individuals	<ul style="list-style-type: none"> ■ Pre-selected influencers who meet the criteria determined by Skeepers and chosen by the Client. ■ Testers using the Platform
Data retention	The personal data of the Creators are kept for the duration of their activity on their Creator space. They will be anonymized 6 months after the closure of their

	<p>account. Accounts are deleted after 24 months of inactivity.</p> <p>Username and password for connection to the back office: Duration of the Contract..</p>
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Consumer Videos

The table below details the data processing(s) implemented by SKEEPERS as part of the Consumer Videos solution:

Nature of the processing carried out on the Personal information	<ul style="list-style-type: none"> ■ Reception ■ Collection ■ Registration ■ Preservation ■ Change ■ Consultation/Access ■ Use ■ Clearing ■ Checkout ■ Communications ■ Broadcast ■ Provision ■ Interconnection ■ Destroy
Purposes of the Personal information processing	<p>Main purpose: Creation, processing and distribution of promotional videos on the Internet.</p> <p>Sub-purposes:</p> <ul style="list-style-type: none"> • Management of participation in Campaigns, delivery of Rewards; • Receipt of data from employees and/or Clients of the Client; • Collection of information from Users of the Consumer Videos platform; • Sending communications to Users; • Processing of information from Users of the Consumer Videos platform for the management of applications; • Transfer of personal data to the Client for the selection of Users; • Management of the order and the distribution of the Products sent to the selected Users, the Testers (unless otherwise requested by the Client who wishes to proceed himself to the delivery of his products, in this case, the e-mail address, the postal address and the telephone number telephone number of the Testers will be communicated to the Client); • Reminders of Users who have not produced Videos by any means (email, telephone, mail); • Processing of Personal information from Users of the Consumer Videos platform for the production of videos; • Proposal for similar campaigns; • Receiving Personal information from Client employees to provide access to a platform; • Export of Personal information of users of the Consumer Videos platform linked to the Client; • Management of image rights; • Dissemination of videos; • Data analysis, identification of usage trends; • Marketing analysis and statistics.
Categories of the processed Personal information	<ul style="list-style-type: none"> • Last name; • First name; • Photo; • Video;

	<ul style="list-style-type: none"> • Date of Birth; • E-mail; • Telephone number; • Address; • Hobbies; • Information published on social networks; • IP address; • History and details of participation in Campaigns; • Number and dates of Videos and Content published on the Platform; • Opinions and votes on the Videos.
Categories of the Consumers / individuals	<ul style="list-style-type: none"> ■ Users of the Consumer Videos platform; ■ Testers ■ End Clients/consumers or prospects of the Client; ■ Contacts and commercial partners of the Client; ■ Employees or external employees hired by the Client.
Data retention	<p>Contact data, video data processed by the solution are active and available on the Client's account for 12 months.</p> <p>After 12 months, video data and videos are stored for 20 years.</p> <ul style="list-style-type: none"> - The videos can be made accessible when a new license is purchased at the Client's request. - Archived video-related data (contact data / video data) can be made accessible upon request by the Client. <p>After one year, the archived data (contact data / video data) is anonymised and saved for statistical purposes. Anonymisation means that all personal data is replaced by dummy data. Once anonymised, the data is no longer accessible to the Client.</p> <p>The length of time for which active and archive data is retained may be based on the client's requirements</p> <p>Testers' Data is kept for the duration of their activity on their Tester space. It will be anonymised 6 months after the closure of their account;</p> <p>Testers' Data is deleted within 2 years of their last activity on their account;</p>

Live Shopping

The table below details the data processing(s) implemented by SKEEPERS under the Live Shopping solution

Nature of the processing carried out on the Personal information	<ul style="list-style-type: none"> ■ Reception ■ Collection ■ Registration ■ Preservation ■ Consultation/Access ■ Use ■ Clearing ■ Communications ■ Broadcast ■ Provision ■ Destroy
Purposes of the Personal information processing	<p>Main purpose: To put potential buyers on the Customer's online sales platform in touch with the Customer's sellers and/or advisors, through the broadcast of a Live Shopping, with the aim of</p>

	<p>triggering acts of purchase on the said online sales platform.</p> <p>Sub-purposes:</p> <ul style="list-style-type: none"> - Creation of "User" status; - Management of the registrations of potential buyers who wish to be notified of the Customer's Live Shopping via his form; - Automated sending of SMS messages and e-mails to the persons concerned by the notification management partner to remind them of the Live Shopping; - Listing of Live Shopping and opening of a live or replay; - Allocation of a "Customer ID" Session ID number for the purposes of managing the flow of Shopping party broadcasts and producing service performance metrics, generating statistics for the Customer via the Tag, as soon as he participates in the Live Shopping or accesses his replay; - Creation of a virtual shopping cart, known as a "pre-purchase process", to enable finalization of the purchase on the Customer's online sales platform, according to the purchasing process proposed by the Customer; - Provision of a function enabling the Customer's employees to block people who are ill-intentioned or who have engaged in inappropriate behavior or written material that is offensive, racist, sexist or generally considered illegal in the countries concerned ("moderation" function in chat); - Recording, hosting and storage of videos to enable replay on sites and pages identified by the Customer; - Distribution of the replay on the channels chosen by the Customer. <p>Processing specific to the "Competitions" service:</p> <p>Main purpose :</p> <p>Elaboration and broadcasting of attractive content encouraging prospects to take part in competitions using a widget implemented on the Skeepers Customer shoppings party player.</p> <p>Sub-finalities :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Registration of entries via a registration form integrated into the content <input type="checkbox"/> Random draw of participants who have filled in the form, triggered by administrators from the backoffice using an algorithm. <input type="checkbox"/> Display of winners to Skeepers administrators on the backoffice. <input type="checkbox"/> Distribution of winners by uploading a CSV file with a limited lifetime of 2 weeks on a secure FTP to the Skeepers client. <p>Processing specific to the "Shoppable Content" service:</p> <ul style="list-style-type: none"> - Distribution on the customer's website of a carousel of videos enabling prospects to view the brands' products with a view to purchasing them, using a Widget implemented on the customer's site; - Deposition of an OCS "Online Collect Service" tracer for performance metrics purposes, in order to demonstrate the impact of the presence of videos or
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	live events on the purchasing behavior of prospects on the customer's e-commerce site.
Categories of the processed Personal information	<p>- Session ID "Customer ID": assigned to each user on each Live Shopping session opening, whether live or replay (examples of data collected: number of viewers, products placed in basket, audience type, number of messages, number of hearts, average viewing time per viewer, event duration, browser, operating system and brand of connection tool, UserAgent etc.) ;</p> <p>- Video: image and voice of customer's employees;</p> <p>- Telephone numbers OR e-mail addresses of potential buyers who wish to be notified of the Customer's Live Shopping events via the Customer's form.</p> <p>For processing specific to the "Competitions" service:</p> <p>- Navigation :</p> <ul style="list-style-type: none"> o Number of pages viewed (according to CibleR experience) o Time per page (in CibleR's experience) o Current status (in CibleR experience) <p>- Participant identification :</p> <ul style="list-style-type: none"> o Automatically generated CibleR customer ID o E-mail address o First name o Last name o Phone number o Physical address (in the case of physical gift distribution) <p>Processing specific to the "Shoppable Content" service:</p> <p>- Image and voice</p> <p>- OCS ("Online Collect Service") : Performance measurement cookie: Full IP, Customer ID, page views, average viewing time, clicks, impressions, number of viewers, audience type, event duration, UserAgent: browser, OS, brand of connection tool and operating system, shopping cart ID, shopping cart value, transaction content, display, live or replay playback, etc.</p> <p>Data processed by Skeeper as part of its service: Customer login and password for connection to the back office.</p>
Categories of the Consumers / individuals	<ul style="list-style-type: none"> • The Client's salespeople and/or advisers (employees of the Client); • potential buyers; • Participants in competitions (end customers or prospects).

Data retention	<ul style="list-style-type: none"> - Session ID " Customer ID " : kept for the duration of the Session ; - Javascript Tag : Contract duration (used to display product videos (Shoppable content) and shopping lives ; - Application logs: 6 months; - Identifier and password for back office connection: Contract duration. - Skeepers stores and retains the videos to enable replay on the sites and pages identified by the Customer for the duration of the Contract; - The information collected to notify potential buyers of the Live Shopping they have registered for is deleted 24 hours after the date and time of the Live Shopping. <p>For processing specific to the "Competitions" service:</p> <ul style="list-style-type: none"> - 12 months by default, deletion on request <p>Processing specific to the "Shoppable Content" service:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Image and voice: duration of contract <input type="checkbox"/> OCS ("Online Collect Service"): 13 months
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