

SERVICES AGREEMENT

This Service Agreement is entered into between iAdvize, a French “Société par Actions Simplifiée” company with a capital of € 39,257.87, having its registered office located at Euronantes Gare, Le Berlingot, Bâtiment B,9 rue Nina Simone ter quai François Mitterrand, 44200 Nantes, France, registered in NANTES Registry of Commerce under the corporate identification n° 519.698.914, represented by Mr Julien HERVOUET, CEO, duly authorised for the purposes hereof (“iAdvize”), and an Expert (The “Expert”).

By accepting this Agreement, the Expert undertakes to comply with the provisions of the Agreement.

PREAMBLE:

iAdvize publishes an IT solution named “Ibbü” whereby Internet users visiting the websites of corporate customers of iAdvize can obtain advice from Experts who answer their questions on a fee basis.

The Expert has interest in and specific expertise in the products or services proposed by the companies using the “Ibbü” service.

The Expert has expressed its/his/her interest in collaborating with iAdvize to provide Internet users of the corporate customers with its/his/her expertise in a specific area.

NOW THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

1. Definitions

The following definitions are applicable to the entire Agreement, including the preamble:

Agreement: means all of the contractual provisions binding on the Expert and iAdvize, i.e. this document, its schedules as well as the elements specified in the Solution (in particular the terms of remuneration of the Experts).

Brand: means the corporate customers of iAdvize having contracted an Ibbü Service and wishing to give the Internet Users access to Experts.

Contact: means the exchanges of e-mails that an Expert, only *via* the Solution, may conduct with an Internet User further to the prior solicitation of the Internet User and within the conditions and limits of the Agreement.

Digital Medium: means any digital space owned by the Brand on which the Solution is installed and, in particular, a website, a mobile application, a Facebook page or a Twitter account.

Expert: means any self-employed person with a specific interest and expertise in one or more product(s) and who is a signatory of this Agreement.

Ibbü Service: means, without distinction:

- the Expert’s private space in the Solution, which can be accessed with its Identification Elements where it is offered the possibility, in particular, of (i) communicating between Experts (ii) taking part in selections for one or more Missions, (iii) making Contacts with Internet Users of the Brand present on the Digital Supports as part of Missions (iv) communicating with iAdvize and/or the Brand and (v) having access to its personal information, its ratings and its exchange statistics with Internet Users;
- the space on the Digital Medium whereby an Internet user can contact an Expert; and
- the private space of the Brand on the Solution.

Internet User: means the visitors of the Digital Media of the Brands who solicit a Contact with an Expert via the Solution.

Mission: means a marketing campaign during which the Expert uses the Solution and makes Contacts dedicated to a Brand.

Mission Conditions: means the specific conditions which apply to a Mission, including compensation conditions, duration and satisfaction rates.

Partie(s): means individually the Expert or iAdvize, and collectively the Expert and iAdvize.

Service: means the Expert’s Contacts with Internet Users via the Solution and for which iAdvize pays a fee.

Solution: means all software applications needed to work and operate the service of the iAdvize platform, in particular, the Ibbü Service.

Unless the context requires otherwise, the terms and definitions in the singular include the plural and vice versa.

2. Working of the Ibbü Service for the Expert

2.1. Acceptance of the Mission Conditions

Prior to each Mission, iAdvize makes, by email, an offer to the Expert, which specifies the Mission Conditions.

The Expert is free to respond, not to respond, to accept or to refuse the offer made by iAdvize to take part in a Mission.

As from the Expert's acceptance of the Mission Conditions, said conditions become binding and are an integral part of the Agreement. Contacts made by the Expert via the Solution constitutes acceptance of the Mission Conditions and are applicable to all Contacts made as part of said Mission.

2.2. Interactions with the Brands and the Internet Users

As the Solution is deployed on the Digital Medium of the Brands, the Expert accepts that it/he/she will have interactions with the Brands. The Expert also accepts that the Brands will have access to the Contacts made by the Expert on their Digital Medium and provide information to iAdvize on said Contacts in the scope of the Ibbü Service.

The Expert has been informed that the Solution allows Internet Users, at the end of each Contact, to fill in a satisfaction questionnaire on the quality of the Contact. Where applicable, Internet Users may notify any inappropriate conduct of the Expert on the Solution.

3. iAdvize's Obligations

3.1. iAdvize's Obligations

In consideration of the Services and upon sending of an invoice, iAdvize undertakes to remunerate the Expert in accordance with the terms agreed between the Parties.

iAdvize undertakes to provide the Expert in due time with all documents, information and explications which may be of use to perform the Services in the best conditions possible.

iAdvize undertakes to ensure the constancy, continuity and quality of access to the Solution. The Solution can be accessed 24 hours a day, seven days a week, except in the event of force majeure or unforeseeable and insurmountable conduct by a third party, subject to any failures and maintenance and updating needed to properly work the Solution.

3.2. iAdvize liability

In the event of iAdvize's breach of one or more of its obligations, the Expert may:

- suspend the performance of the Services; and/or

- terminate the Agreement with iAdvize in accordance with the conditions provided for in clause 9.

On the other hand, iAdvize cannot be held liable for problems which the Expert has accessing the Solution on account of IT terminals used by the Expert, its internet connection or in the event of force majeure or unpredictable and insurmountable act of a third party, and under reserve of any breakdowns that may occur or maintenance work which might be needed to ensure proper operating of the Solution.

4. Expert's obligations

4.1. Expert's general obligations

On signing the Agreement, the Expert undertakes to provide the warranties and supporting documents listed in Schedule 1.

Throughout the Agreement, the Expert undertakes to:

- never harm Internet users, and/or other Experts and/or the Brand, and/or iAdvize, in any way whatsoever, and not to transfer corrupted files (for instance, files containing a computer virus) via the Solution;
- not to use the Solution to promote a competitor of the Brand or of iAdvize;
- not to generate in any way false Contacts in order to artificially swell out its/his/her remuneration; and
- not to communicate its/his/her login identifiers to the Solution, not to allow a third party to make Contacts instead of it/him/her and not to subcontract Services covered by the Agreement in any way.

4.2. Expert's Obligations in the scope of Contacts

The Expert ensures iAdvize that it/he/she is perfectly acquainted with the products and/or services marketed by the Brand, at least with its business sector, as operated on the Digital Medium and is able to give reliable answers to questions put by Internet Users during Contacts.

For the Services, the Expert undertakes to comply with the following principles:

- abide by the letter and spirit of the communication guidelines for the Livefeed set out in Schedule 2 of the Agreement;
- take account of any suggestions made by the Brands;
- not make unsuitable comments/write unsuitable documents to the other Experts and/or the Brand and/or the Internet Users and/or to iAdvize (such as rude or disrespectful comments, insults, threats, racist, xenophobic, defamatory comments, etc.);

- not request Internet Users to provide their sensitive information, in particular, personal information on their privacy, their bank details, their login and password, etc.;
- never deliberately mislead Internet Users by giving them wrong or doubtful information;
- not to lead a Internet User to believe that it is fictional, in particular, by excessively using pre-written answers during Contacts;
- not to behave during Contacts in a way which impairs the Brand or iAdvize;
- discuss in the language of the Mission with Internet Users, subject to an express request by the Internet User to speak another language; and
- more generally, not to breach any of the provisions of the Agreement in the scope of Contacts with the Internet Users.

4.3. Expert's Liability

The Expert is free and responsible for its/his/her conduct, in particular, comments made to Internet Users in the scope of Contacts.

In the event of the Expert's breach of one or more of its/his/her obligations, iAdvize may:

- suspend the Expert's access to the Solution in order to determine with the Expert the materiality and the scope of breaches to the Agreement which it/he/she committed;
- exclude the Expert from a Mission, once it/he/she has been informed by e-mail or postal letter, without terminating this Agreement;
- terminate the Agreement with the Expert in accordance with the conditions provided for in clause 9.

The Expert cannot be held responsible in the event of force majeure or an unpredictable and insurmountable act of a third party.

5. Payment and invoicing

In accordance with the terms of the authorisation provided for in clause 6 of the Agreement, iAdvize will draw up an invoice in the name and on behalf of the Expert between 1st and 10th of each month for Services performed by the Expert during the previous month. iAdvize will send this invoice to the Expert as soon as it is issued. For said purpose, iAdvize will provide a statement of Services performed during the past month in the "administration" personal space of the Solution.

The Expert will be presumed to have accepted the invoice which iAdvize issued in its/his/her name and on its/his/her behalf if the Expert has not contested it within a 30-day period after iAdvize's issue of the invoice.

iAdvize undertakes to pay the Expert weekly.

The Expert undertakes to comply with the general terms and conditions of use of Mangopay payment services available at the following address: [https://www.mangopay.com/terms/end-user-terms-and-conditions/Mangopay_Terms-EN.pdf].

6. Invoicing authorisation

The Expert expressly authorises iAdvize, which accepts it, to draw up the invoices for the Services in its/his/her name and on its/his/her behalf.

It is specified that the Expert retains full responsibility for its/his/her legal and tax obligations relating to the invoicing based on the original invoices which iAdvize issued in its/his/her name and on its/his/her behalf, in particular, for its/his/her VAT obligations.

The invoicing authorisation is effective during the entire term of the Agreement. iAdvize and the Expert are each required to keep copies of the invoices.

For the purposes of the authorisation, the Expert will send iAdvize the following information:

- [as the case may be] First name and last name / or company name;
- [as the case may be] Postal address / or registered office;
- Document(s) attesting the registration to the legal status, as required by the applicable local regulations;
- E-mail address;
- [as the case may be] Copy of a currently valid identity paper (front/overleaf) / or certificate of incorporation;
- Photo in portrait format;
- Intra-community Value Added Tax (VAT) number, if the Expert is subject to the VAT;
- Bank details.

The Expert undertakes (i) to pay the VAT which it/he/she, where applicable, owes to the local tax authority, (ii) to request and keep copies of invoices which iAdvize issued on its/his/her behalf and (iii) to report to iAdvize any change in the above information.

In accordance with the above authorisation, iAdvize will issue an invoice each month.

7. Autonomy and Independence

The Parties carry on their business in total autonomy and independently of one another; each of them bears the risks of its/his/her business.

As an independent commercial partner, the Expert is free to choose its/his/her business and rest days and to use the equipment of its/his/her choice to perform the Services.

The Expert is not subject to any exclusive rights obligation with regard to iAdvize. The Expert is free to enter into like or equivalent agreement(s) to the Agreement with any natural person or legal entity, whether a competitor or not of iAdvize, but also to provide its/his/her services to its/his/her own clientele.

The Parties are not subject to any obligation of minimum revenues or level of business.

8. Expert's compliance with tax and social obligations

The Expert certifies and solemnly declares that it/he/she complies with the legal and regulatory obligations governing it/him/her, in particular, its/his/her reporting and tax and social payment obligations.

iAdvize reserves the right to request the Expert to provide documents proving that it/he/she has complied with its/his/her tax and social obligations.

In the event of breach of said obligation to provide documents, iAdvize may terminate the Agreement immediately and without indemnity.

9. Term of the Agreement

The Agreement takes effect on the date it is signed for an open term.

Each Party is free to terminate the Agreement subject to one month's prior notice per year of agreement (i.e. one month for one year, two months for the second year and so on) by sending the other Party a recorded delivery letter with advice of receipt, in the following cases:

- the Party no longer wishes to collaborate with the other party and notifies it of its express wish to end the collaboration;
- the other Party is no longer able to fulfil its obligations under the Agreement (for instance, in the event of insolvency proceedings or illness); or
- In the event of material breach of any provision of this Agreement, the Agreement may be terminated by the other Party without either compensation or notice.

The end of the Agreement may not give rise to any indemnity.

The Party terminating the Agreement undertakes to fully fulfil its undertakings. Especially:

- a) in the event of termination of the Agreement by iAdvize, the latter undertakes to pay the Expert for the Service(s) being performed;
- b) in the event of termination of the Agreement by the Expert, the latter undertakes to lead Contacts in progress with Internet users until the end thereof.

10. Intellectual property

iAdvize is the holder or licensee of the intellectual property rights to the general structure of the Solution and its content (texts, slogans, graphics, images, videos, photos and other content), apart from those provided by the Brands.

In consequence, in accordance with the provisions of Tome 1st of the French Intellectual Property Code (*Code de la propriété intellectuelle*), any public performance, reproduction, modification, distortion and/or total or partial exploitation of the Solution, using any process whatsoever and on any medium whatsoever, without iAdvize's prior and express authorisation, is prohibited and is an infringement of copyright.

Likewise, the Expert, in the event of any unauthorised exploitation of the Solution, will incur legal and criminal liability on the ground of the infringement of copyright.

iAdvize intends disclosing the Solution only to allow thereto on the Internet and on smartphone:

- i) from a computer or a like terminal with access to one or more telecommunications networks which allow access to the Internet and to an Internet browser (Explorer, Mozilla Firefox, etc.); and/or
- ii) from a smartphone type telephone terminal with access to a telecommunications network which allows access to the Internet.

Any other use of the Solution is deemed by operation of law to be reserved to iAdvize and to constitute an infringement of its right to disclose the Solution.

Under rights granted, the Solution may be used in accordance with its sole intended purpose, to wit, in accordance with the terms of this Agreement.

The Expert acknowledges and accepts that access to the Solution which iAdvize made available cannot entail any assignment or licensing of intellectual property rights (copyright, in particular) and other rights in its/his/her favour.

Except with iAdvize's prior written authorisation, the Expert may not in any case i) combine the Solution with any other work, in particular, software, ii) make all or some of the Solution available by any means to a third party or iii) lease, transfer all or some of the Solution to a

third party, including companies and entities of the group to which it/he/she belongs and undertakes not to make any use other than that granted under this Agreement.

The Expert expressly undertakes, in particular, either directly or indirectly, including via any third party, by any means, not to (or try to), without this list being closed, modify, correct, adapt, translate, arrange, disseminate, transfer, distribute, reverse engineer, make a back-up copy outside the conditions provided for in this Agreement, grant a loan, a lease, an assignment or any other type of availability, regardless of the means thereof, including *via* the Internet, disseminate or market without consideration or valuable consideration etc. the Solution and, in general, alterate it in any way whatsoever, including the copyright information.

11. Confidentiality

Each Party undertakes not to disclose to third parties confidential information exchanged under the Agreement or needed to perform the Services during the entire term of the Agreement and for a 2-year term as from the end of the Agreement.

Each Party undertakes to consider all information disclosed to it under the Agreement or needed to perform the Services, in particular, information on the prices, the working of the Solution or the Ibbü Service.

The Agreement and its content will remain confidential between the Parties unless they are under an obligation (i) to assert their rights in court, in particular, but not exclusively in the event one of the Parties fails to fulfil this agreement, (ii) by court decision or (iii) to satisfy the request of a tax or customs authority, social contribution collection bodies or a statutory auditor or a chartered accountant.

In the event one of the Parties is under an obligation to disclose the Agreement or its content to a third party, it must first inform the other Party thereof as quickly as possible by all means (unless a request is made by a tax authority, a statutory auditor or a chartered accountant).

12. Personal data

The Parties undertakes to comply with current personal data processing regulations, in particular, the (EU) Regulation 2016/679 of the European Parliament and Council of 27 April 2016 and the French Data Protection Act^oNo. 78-17 of 6 January 1978 (*Loi relative à l'informatique, aux fichiers et aux libertés*) (the “**Personal Data Rules**”).

Under the Agreement, in particular, for the purposes of Contacts with Internet users on Digital Media of the Brands, the Expert processes Personal Data as iAdvize’s sub-contractor for the Brand, acting as a controller.

The Expert undertakes to comply with the guarantees relating to the protection of personal data between iAdvize and the Brand set out in the Schedule 3 to the Agreement.

13. Miscellaneous

The Agreement replaces negotiations, representations and agreements which may have existed heretofore.

In the event of all or part of a provision of the Agreement is null and void or invalid, the validity of the other clauses of the Agreement will not be impacted.

14. Governing law and jurisdiction

The Agreement is governed and interpreted in accordance with French law.

The Parties undertake to refer any dispute or disagreement relating to the validity, interpretation, performance and/or termination of the Agreement to the exclusive jurisdiction of the Nantes Commercial Court.

SCHEDULE 1 – CONFORMITY GUARANTEES

[Copy of the documents provided by the Expert during the onboarding = for example (i) copy of the identity document, (ii) Document(s) attesting the registration to the legal status, as required by the applicable local regulations (or failing that, a receipt for the submission of the declaration with the competent authorities), (iii) any other document required by the applicable local legislation.]

SCHEDULE 2 – COMMUNICATION GUIDELINES FOR THE LIVEFEED

The purpose of this schedule is to lay out the guidelines for the exchanges that take place between the Experts, iAdvize and the Brand representatives within the Livefeed.

On different levels, the Livefeed is a virtual place for people to chat. Experts can access it via their “private space” within the ibbü app.

1. Experts can share **tips, advice or information about new products**;
2. **Brands can directly contact Experts** to inform them of new offers or internal contests;
3. Experts can **warn iAdvize and the Brands about technical issues**, or if they have been offended on the Livefeed;
4. iAdvize shares **results and news** with the Experts;
5. **Moderation within the Livefeed** takes place afterwards so as to facilitate the exchanges between the Experts.

It is extremely important that the exchanges between the different stakeholders are polite and respectful. Therefore, Experts, Brands and iAdvize commit to respecting the following principles during their chats in the Livefeed.

- Respect other Experts, iAdvize the Brands and/or their representatives;
- Insults, threats, offensives remarks and personal attacks are forbidden within the Livefeed;
- Xenophobic, homophobic, racist or any other kind of discriminatory comment are forbidden within the Livefeed;
- Bad jokes and shady comparisons are often offensive;
- The kind of message is not welcome within the Livefeed;
- If another Expert’s comment seems inappropriate, please do not respond,
- Please notify iAdvize (experts@ibbu.com) ,
- In order to protect your privacy, be careful not to share any personal information (email address or phone number) in your comments.

In case of non-compliance with the above guidelines, iAdvize reserves the right, if judged necessary, to delete all comments or exclude Experts who do not respect these communication guidelines for the Livefeed.

SCHEDULE 3 –PERSONAL DATA

1. Purpose

The purpose of these clauses is to define the conditions in which the Expert undertakes to carry out the personal data processing operations defined hereinafter for iAdvize.

In the scope of their contractual relations, the Parties mutually undertake to abide by the Personal Data Rules.

2. Description of the sub-contracted processing

The processing of personal data consists mainly in consulting the personal data of Internet Users willingly provided by the latter in the scope of Contacts led by the Expert on the Digital Media of the Brands using the iAdvize Solution.

3. Term

These clauses take effect as soon as the Agreement between iAdvize and the Expert is signed for the term of said Agreement.

4. The Expert's Obligations with regard to iAdvize

The Expert undertakes to:

- a) process the data only for the sole sub-contracting purpose(s);
- b) process the data in accordance with the documented instructions of the Brand or iAdvize representative. If the Expert considers that an instruction constitutes a breach of Personal Data Rules, it/he/she will immediately inform iAdvize thereof. Moreover, if the Expert has to transfer data to a non-EU country or an international organisation under the law of the European Union or the law of the member State governing it, it/he/she must inform iAdvize of said legal obligation prior to the processing, unless said law prohibits such information on the ground of important public interest reasons;
- c) guarantee the confidentiality of the personal data processed under this Agreement;
- d) ensure that no third party to the Agreement, apart from the Brand, may have access to the personal data; and
- e) take into account, for its/his/her tools, products, applications or services, data protection principles by design and data protection by default.

- f) Sub-contracting: The Expert is not authorised to call on other sub-contractors.
- g) Right to information of data subjects: The Brand is responsible for informing data subjects when data is collected.
- h) Exercise of the rights of persons:

To the extent possible, the Expert must help the Brand and iAdvize to fulfil their obligation to follow up requests by data subjects to exercise rights: right of access, rectification, erasure and objection, right to restrict the processing, right to the portability of data, right to not be the subject of an automated individual decision (including profiling).

When the data subjects exercise requests to exercise their rights to the Expert, the Expert must e-mail said requests as from receipt thereof to matthieu.huet@iadvize.com.

The Expert notifies iAdvize of any breach of personal data as quickly as possible as soon as it/he/she becomes aware thereof. Said notice is accompanied by any useful documentation so that the controller, if need be, may notify said breach to the proper supervisory authority.

- i) Help of the sub-contractor in the scope of the controller's compliance with its obligations:

The Expert helps iAdvize and the Brand carry out data protection impact analyses.

The Expert helps the controller with the prior consultation of the supervisory authority.

- j) Security measures: The Expert undertakes to take the appropriate technical and organisational measures, in particular, relating to confidentiality, the integrity and availability of systems and services and their resilience in light of the type, scope, circumstances and purpose of the processing.
- k) What happens to data: once performance of said data processing services have ended, the Expert undertakes to delete or anonymise all personal data.
- l) Documentation: The Expert makes available to iAdvize the documentation needed to prove compliance with all of its/his/her obligations and to allow audits, including inspections, by the Brand or any other auditor it has appointed to be carried out, and to contribute to said audits.