

GENERAL TERMS AND CONDITIONS

As of November 27, 2019 ([see archived version](#))

The present General Terms and Conditions (the "Agreement") set forth the terms under which MEERO SAS, a company organized under the laws of France, with offices at 16-18, rue du Quatre Septembre, 75002 Paris, France, registered with the registry of commerce and companies of Paris under number 800 523 664 ("Meero") shall provide Services and Deliverables described herein.

1. Definitions

- 1.1. "Affiliate" or "Affiliates" means i) a legal entity that directly or indirectly, through one or more intermediaries, owns more than fifty percent (50%) of the outstanding voting securities of that company, and ii) a legal entity that directly or indirectly through one or more intermediaries, is controlled by that company. "Control" shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract interest, or otherwise.
- 1.2. "Business days" means Monday through Friday, excluding all public holidays.
- 1.3. "Client" means the legal entity ordering the Services and Deliverables, detailed in the relevant Order Form, under this Agreement.
- 1.4. "Confidential Information" means any information which is disclosed by one Party to the other pursuant to or in connection with this Agreement, whether orally or in writing or any other medium, and whether or not such information is expressly stated to be confidential or marked as such, including but not limited to the terms and conditions of this Agreement, and all information relating to the business and affairs of the other party communicated to it in connection with this Agreement including but not limited to either Party's or its Affiliate's, business, commercial, financial, legal, technical scientific, and Intellectual Property information, either Party's or its Affiliate's, pricing information, margins, business plans, roadmaps, improvements, samples, demonstrations; either Party's or its Affiliate's, ideas, concepts, know-how, methodologies, processes, documentation, technologies, algorithms, source code, trade secrets, and techniques. The Parties agree that the following shall not constitute Confidential Information: (i) Confidential Information that was in receiving Party's possession without confidentiality obligation prior to receipt from the disclosing Party; (ii) information that at the time of disclosure was already in the public domain or subsequently becomes generally available to the public other than by breach of this Agreement by receiving Party or its representatives; (iii) information that is lawfully obtained by receiving Party from a third party, provided, that such third party is, to receiving Party's knowledge, not in breach of any confidentiality agreement; (iv) information that is developed by receiving Party independently without breach of this Agreement; (v) information that is required to be disclosed in accordance with by law or by court order.
- 1.5. "Data Protection Agreement" or "DPA" means the agreement governing the processing and transfer of personal data signed by the Parties.
- 1.6. "Deliverable" or "Deliverables" means all visual and/or audiovisual content (the "Media"), as well as their associated materials, resulting from the Services and provided to the Client, as specified in the corresponding Order Form issued under this Agreement.

- 1.7. "Effective Date" means the date this Agreement becomes valid and binding between the Parties, as specified in the Order Form.
- 1.8. "End Client" means any client of the Client, who is the final recipient and user of the Deliverables.
- 1.9. "Fee" means the total amount charged for the provision of Services and Deliverables, as reflected in the Order Form.
- 1.10. "GDPR" means the European General Data Protection Regulation 2016/679 on data protection and privacy and the transfer of personal data.
- 1.11. "Guidelines" means the specifications, mutually agreed-upon by the Parties, to which the Deliverables shall adhere.
- 1.12. "Intellectual Property Rights" shall mean i) rights associated with works of authorship, including but not limited to copyrights (including but not limited to any such rights in typographical arrangements, web sites or software), ii) trademarks, service marks, trade name rights, and similar rights, iii) trade secret rights, iv) rights subsisting in trading, business or domain names and e-mail addresses, v) patents, vi) design rights, vii) rights in inventions, viii) rights in databases and ix) all other intellectual property rights which subsist now or in the future in any jurisdiction throughout the world whether registered or not and whether or not capable of registration, and any applications to register or rights to apply for registration of any of the foregoing in all parts of the world.
- 1.13. "Order" means Client's purchase of Services and Deliverables corresponding to a specific, single transaction between the Client and Meero, as documented in a corresponding Order Form.
- 1.14. "Order Form" means the itemized list of Services and Deliverables documenting Client's order, as well as the details of the provision of such Services and Deliverables, issued under this Agreement.
- 1.15. "Payment Terms" means the payment terms, as set out in Section 6.2.3 below.
- 1.16. "Parties" means Meero and the Client, collectively.
- 1.17. "Party" means either Meero or the Client, individually.
- 1.18. "Platform" or "Meero Platform" means the online platform that allows accountholders, including the Client, to place an Order, and access Deliverables, unless made available otherwise.
- 1.19. "Project Manager" means the Meero representative designated as Client's person of contact in connection with the Agreement.
- 1.20. "Section" means any enumerated section in this Agreement.
- 1.21. "Setup Fee" means the non-recurring charges resulting from implementation, other development and/or adjustments made by Meero in order to begin performance of the Services under this Agreement.
- 1.22. "Services" means the provision of photographer and/or video services, which may include shoot scheduling, coordination of the shoot, a production assistance team, post-production services, real-time reporting and delivery of the Deliverables.
- 1.23. "Start Date" means the date Meero will begin performance of the Service as specified in the corresponding Order Form(s) issued under this Agreement.
- 1.24. "Terms of Use" located [here](#), means the terms that govern access to, use of and Account creation on the Meero Platform and/or other Meero website or services.
- 1.25. "Territory" means the territory or territories indicated on the Order Form where the shoot(s) shall take place.
- 2. **Purpose.** This Agreement sets forth the terms and conditions agreed upon by the Parties. Meero shall perform the Services and provide the Deliverables pursuant to this Agreement and the Order Form(s) issued hereunder.
- 3. **Term.** This Agreement shall remain in effect from the Effective Date until i) it is terminated pursuant to Section 11, or ii) Client has paid all applicable fees and Meero has fully provided all Services and Deliverables under the last Order Form issued under this Agreement.

4. Trial and Commitment Periods

- 4.1. Trial Period. Meero and Client may agree to a trial period during which Meero shall provide Services and Deliverables to Client as detailed in an Order Form (a "Trial"). The Trial period will be specified in the applicable Order Form. From the Effective Date of the Order Form until the conclusion of the Trial period, Client may terminate the Order Form and this Agreement at no penalty by providing written notice to Meero at least fifteen (15) days prior to the end of the Trial. Any amounts paid for the Trial shall be non-refundable. If the Client does not terminate during the Trial period, this Agreement and Order Form will continue for the full term.
- 4.2. Commitment Period. Meero and Client agree to a commitment period during which Meero shall provide Services and Deliverables to Client as detailed in an Order Form the "Commitment Period"). During the CommitmentPeriod, Client may only terminate the Agreement in accordance with Section 11 hereof.

5. Meero's Obligations

- 5.1. **Meero shall:**
 - 5.1.1. Provide, in a workmanlike manner and within the timeframe specified in the applicable Order Form, all Services ordered by Client as specified in the Order Form(s) issued under this Agreement.
 - 5.1.2. Grant the Client the non-exclusive and limited rights to use the Deliverables according to the terms and conditions set forth in Section 8 of this Agreement.
 - 5.1.3. Provide all ordered Services and Deliverables to Client as specified in the Order Form(s) issued under this Agreement, within the timeframe specified in the applicable Order Form(s).
 - 5.1.4. Ensure that all Services and Deliverables are supplied in compliance with all applicable laws and regulations.
- 5.2. Meero reserves the right to subcontract the execution of all or part of the services to one or more independent subcontractor(s) and/or its Affiliates.

6. Client's Obligations

- 6.1. **The Client shall:**
 - 6.1.1. Make available, provide, and/or deliver, as applicable, all information, materials, context, and/or products as is necessary for Meero to provide the Services and Deliverables;
 - 6.1.2. Ensure that such information, materials, and/or products are provided in full compliance with any applicable laws and/or regulations;
 - 6.1.3. Ensure that its personnel and, where applicable, its subcontractors, suppliers, and/or agents comply with this Agreement and any applicable code of conduct;
 - 6.1.4. Notify Meero immediately if Client is informed or learns of an event or circumstances that may delay all or part of the performance of the Services or the rendering of Deliverables;
 - 6.1.5. Ensure that it has the full and unrestricted rights and permissions to the following:
 - 1. **Client's Likeness.**

If individuals will be photographed as part of the Services, Client warrants and represents that (i) it has obtained and will maintain all consents and permissions required to allow Meero, as well as any authorized third party, to provide the Services and Deliverables, and to enable Meero or the Client to use the Deliverables for the purposes set forth under this Agreement, in particular Sections 8.4 and 9, and (ii) Client will make any payments required to obtain and maintain such clearances, consents and permissions. For the avoidance of doubt, Client shall ensure that Meero is duly authorized to take and use photos and/or videos of Client's and/or Client's customers' likeness and images, including but not limited

to reproducing, displaying, broadcasting, performing, or publishing Client's or Client's customers' image and/or likeness in any and all forms of media for all uses now or in the future.

2. Client shall provide copies of the above-enumerated permissions to Meero upon request. Client acknowledges that delays in providing such copies may result in delays in performance of the Services and/or the rendering of Deliverables.

3. **Location and Goods**

If applicable to the Services provided under the relevant Order Form, Client warrants and represents that (i) it has obtained and will maintain all consents and permissions required to allow Meero, as well as any authorized third party, to provide the Services and Deliverables, and to enable Meero or the Client to use the Deliverables for the purposes set forth under this Agreement, and (ii) Client will make any payments required to obtain and maintain such clearances, consents and permissions. Prior to the date Meero will begin performance of the Services, as specified in the applicable Order Form, Client will obtain all permissions and releases necessary to photograph and film the following: (a) at the location(s) requested by the Client; and (b) the objects, goods, and products in such location during the provision of Services;

4. Client shall provide copies of the above-enumerated permissions to Meero upon request. Client acknowledges that delays in providing such copies may result in delays in performance of the Services and/or the rendering of Deliverables.

6.2. **Fees and Payment**

- 6.2.1. Fees. In consideration for the Services and Deliverables provided by Meero under this Agreement, as well as the License granted to the Client under Section 8.4, where applicable, the Client shall pay the amount indicated on the applicable Order Form(s), in accordance with the conditions set forth in Sections 6.2.2. and 6.2.3. below.
- 6.2.2. Setup Fee. A Setup Fee shall be due within thirty (30) days of the Effective Date of the Order Form.
- 6.2.3. Payment Terms. Client must pay the amounts indicated in the invoice issued to Client by Meero, pursuant to the Order Form, within thirty (30) days of the date of Meero's invoice. If Client fails to pay any amounts due to Meero within thirty (30) days of the date of Meero's invoice, Meero reserves the right, in its sole discretion, to suspend the provision of the Services, as well as the License granted to Client, until the outstanding amounts are fully paid by Client to Meero.
- 6.2.4. Disputed Balance. If Client wishes to dispute the balance on any invoice submitted to Meero for processing, then it must notify Meero's Project Manager within thirty (30) days. Any undisputed balance that becomes due during the period Meero is reviewing the disputed balance must be paid.
- 6.2.5. Failure to Pay. If the Client defaults on the payment when due pursuant to an invoice issued under this Agreement, Meero may, after notifying the Client of such default by registered letter and if such default remains uncured, claim interest for delay and/or other applicable indemnity fee. Client shall pay to Meero such interest and/or indemnity fee, as applicable, pursuant to the Indemnity Schedule, depending on the Meero entity Client has contracted with, to cover debt collection and other related costs. In the event of non-payment, Meero reserves the right to suspend performance of its obligations under this Agreement, without prejudice to other available remedies.

- 6.2.6. Affiliate or End Client Failure to Pay. If Client has placed the Order for one of its Affiliates and/or End Client, Client assumes full responsibility for all moneys due under the Order Form in the event that the Affiliate or the End Client fails to effectuate payment pursuant to the Payment Terms set forth above. In the event that an Affiliate or End Client fails to effectuate payment, Meero may recover from the Client any outstanding amount due from the Affiliate or End Client, as well as any reasonable/actual damages incurred as consequence of the delay.
- 6.2.7. Minimum Guarantee. Client shall be obligated to pay Meero for a minimum guaranteed amount in return for a minimum guaranteed level of Services and/or Deliverables (the "Minimum Guarantee"), as specified in the applicable Order Form. At the end of the relevant period, Meero will send the Client an invoice reflecting the difference between the total Minimum Guarantee for the period and the Services and Deliverables used during the period.
- 6.2.8. Currency. Sales denominated in local currency shall be converted into the currency set forth in the Order Form by Meero, at the rate of exchange between the relevant local currency and the currency set forth in the Order Form, declared and published by Oanda.com for the close of business on the last day of the prior month.
- 6.2.9. Taxes. All amounts due under this Agreement are payable in full, without deduction for taxes or duties of any kind. In the event Client is required by law to make any deduction or withholding from any sum payable under this Agreement, the sum in respect of which the deduction or withholding is required to be made shall be increased to the extent necessary to ensure that Meero receives and retains a net sum equal to the amount it would have received in the event no such deduction or withholding had been required.
- 6.2.10. Withholding Tax. Should a withholding tax be applied on the Order, based on the applicable domestic laws, regulations and/or regulations, at the time when a payment is made, Client shall promptly contact the local tax authorities in order to obtain, as stated in the tax treaty between the respective countries of residence of Client and Meero, the documents or forms requested to:
- i. not levy the applicable withholding tax;
 - ii. obtain the refund of withholding tax by such tax authorities; or
 - iii. allow the tax withheld to constitute a foreign tax credit.

7. Acceptance of Deliverables

- 7.1. Rejection. If any rendered Deliverable does not satisfy the applicable Guidelines, as specified in the relevant Order Form, Client must reject the non-conforming Deliverable(s) within three (3) days of receipt. Should Client not reject the Deliverable(s) within the specified time period, the Deliverable(s) will be deemed accepted and may no longer be revoked.
- 7.2. Discretionary Revisions. If the Client is not satisfied with the Deliverable(s) based on the Guidelines mutually agreed upon by the Parties, Meero may revise the Deliverable(s), in its sole discretion, one (1) time at no extra charge. After this initial revision, Client shall pay for any additional Revision to the Deliverable, pursuant to Meero's standard pricing at the time of the requested revision. Under no circumstances shall Client be relieved of any payment obligation associated with the Services and Deliverables, and/or be entitled to a refund of any fees paid.

8. Intellectual Property

- 8.1. Client's Intellectual Property. Client hereby grants Meero the non-exclusive, worldwide, royalty-free, perpetual right to use any of Client's trademarks, logos, service marks, symbols, trade names and other intellectual property ("Client's IP"), in accordance with the terms of this Agreement, strictly for the purpose of exercising its rights and performing its obligations under this Agreement and, in particular, incorporating Client's IP into the Deliverable. Meero shall be permitted to modify Client's IP as necessary to use Client's IP in the Deliverable.

- 8.2. Meero's Intellectual Property. Notwithstanding any provision to the contrary, Meero is, and shall remain at all times, the exclusive owner of (i) all concepts, techniques, 7 improvements, and know-how discovered, produced, developed or used at any time by Meero, (ii) all technology, software tools, templates, reusable and/or generic codes, and related materials developed at any time by Meero generally for Meero's business, including without limitation, by or for Meeros clients or customers, and (iii) all Meero's Intellectual Property Rights (collectively, "Meero's Existing IP").
- 8.3. Intellectual Property of Deliverables. To the extent applicable, the Parties hereby agree that the Deliverables and all elements relating thereto, with the sole exception of the Client's IP, are the sole and exclusive property of Meero, its successors and assigns, and/or subcontractors for the term of legal copyright protection under applicable law, throughout the world, for all uses and purposes whatsoever (including but not limited to display, broadcast, sell, transfer, perform, reproduce, prepare derivative works, etc.).
- 8.4. License. Notwithstanding the foregoing, Meero hereby grants to Client, for good and valuable consideration, a limited, non-exclusive, worldwide right to use, copy reproduce, publish and display the Deliverables on the Internet, including third parties' and Client's digital platforms, social media platforms, websites, and/or applications, for the copyright duration applicable in the relevant jurisdiction(s).
- 8.5. Infringement of Intellectual Property Rights. Client shall not use the Deliverables for any illegal purpose, or in any manner than infringes or tends to infringe upon the rights of any third party. Client shall not use the Deliverables in any manner that infringes on the Intellectual Property Rights of any third party, including but not limited to rights related to trademark, copyright, moral rights, and/or patents.
- 8.6. General Intellectual Property Rights. Unless specifically stated otherwise in this Agreement, nothing herein grants any license, permission or right to either Party in any patents, copyrights or other Intellectual Property of the other Party. Each Party reserves all rights in its ideas, concepts, know-how, methodologies, processes, technologies, algorithms and all other Intellectual Property of every kind and nature to the fullest extent of the applicable law.

9. Publicity, Promotion and Marketing. Notwithstanding anything to the contrary, the Parties agree that Meero shall have the right to use the Deliverable(s), in full and/or in excerpts, to advertise, promote and publicize Meero and/or its services, throughout the world, during the term of legal copyright protection under the applicable law, by all means and media (including but not limited to social media and websites owned and/or controlled by Meero or one of its Affiliates), in any versions (hereinafter "Meero's Right of Promotion"). Meero's Right of Promotion shall include, but is not limited to, the right:

- i. to incorporate and display portions of the Deliverable in, or as part of, Meero's professional portfolio, as that portfolio may be offered or displayed by Meero in its sole discretion, in any medium, media or format;
- ii. to use Client's name, trademark, and biographical information for purposes of inclusion in Meero's professional portfolio as described herein; and
- iii. to perform case studies on the success of the Deliverable, and offer or display such case studies on Meero's website and on other marketing materials.

10. Representations and Warranties

- 10.1. Client's Representations and Warranties. Client represents that any and all materials or data provided under this Agreement for the performance of the Services or incorporation into the Deliverable will not:
- i. knowingly infringe the intellectual property rights of any third party;
 - ii. knowingly infringe the rights of publicity or privacy of any third party; or
 - iii. violate any applicable law, statute, ordinance, or regulation.
- 10.2. Meero's Representations and Warranties. Meero represents that any materials used in the Deliverable will not:
- i. knowingly infringe the intellectual property rights of any third party;

- ii. knowingly infringe the publicity or privacy rights of any third party, subject to Section 6.1.5.; or
 - iii. violate any applicable law, statute, ordinance, or regulation.
- 10.3. Parties' Representations and Warranties. Each Party hereby individually represents and warrants that the following information is true and correct as of the Effective Date of this Agreement:
 - i. It is duly organized and validly existent under the laws of its jurisdiction of incorporation or formation;
 - ii. It has the capacity and right to enter into this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated;
 - iii. It has entered into this Agreement and will perform its obligations hereunder with the due authorization of all necessary corporate action and proceedings; and
 - iv. This Agreement has been signed by those with the due authorization of the respective Parties and constitutes a valid and binding obligation; enforceable against each Party in accordance with its terms.
- 10.4. General Disclaimer of Warranties. Except for the warranties explicitly set forth in this Agreement, each Party expressly disclaims any and all other warranties of any kind and nature, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

11. Termination

- 11.1. Termination for Cause. Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice of said breach from the non-breaching Party. Notwithstanding the foregoing, if the alleged breach relates to Client's failure to pay any sum due under this Agreement, Meero may terminate this Agreement or any Order Form issued hereunder if Client fails to cure such breach within ten (10) business days after receiving written notification from Meero.
- 11.2. Termination for Bankruptcy. Either Party shall have the immediate right to terminate this Agreement, by providing written notice to the other Party, in the event that (i) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- 11.3. Payments Following Termination. In the event of termination of the Order Form and/or this Agreement, Client shall pay Meero the amounts due under the Order Form with respect to Services completed and/or Deliverables rendered up to the date of termination. Any amount due for Services performed by Meero, or for Deliverables rendered by Meero, will be billed to Client and Client shall promptly pay. Termination of this Agreement shall not release Client from any liabilities arising for the period prior to the date of termination.

12. Force Majeure.

Neither Party shall have any liability for any failure or delay in performing its obligations under this Agreement resulting from a Force Majeure event as this term is defined by article 1218 of the French Civil Code, and from any event, beyond the reasonable control of that Party including, without limitation fire, flood, typhoon, earthquake, insurrection, war, terrorism, power failure, civil unrest, explosion, embargo, national strike.

13. Indemnification.

- 13.1. Claims Against Meero. Subject to Meero's compliance with Section 5.1., Client shall indemnify, defend, and hold harmless Meero and Meero's officers, directors, employees, agents, Affiliates, successors, and permitted assignees (individually an "Indemnified Party," and collectively the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interests, awards, penalties, fines, cost

or expenses, including legal and court fees incurred by the Indemnified Parties ("Losses"), arising out of any third party claim brought against Meero relating to or arising out of an allegation of (a "Claim Against Meero"):

- i. Client's breach of or failure to comply with the terms of this Agreement;
- ii. Client's breach of its representations, warranties or covenants under this Agreement;
- iii. Client's breach of obligations in Section 6;
- iv. Client's breach of obligations in Section 8.5, and/or use of the Deliverables that is inconsistent with Section 8.5 by any third parties to whom Client has granted a license to, transferred the rights to, or otherwise assigned the Deliverables.

13.2. Claims Against the Client. Subject to the Client's compliance with Section 6.1., Meero shall indemnify, defend, and hold harmless Client and Client's officers, directors, employees, agents, Affiliates, successors, and permitted assignees (individually an "Indemnified Party," and collectively the "Indemnified Parties") against any and all Losses arising out of any third party claim brought against Client relating to or arising out of an allegation of Meero's material breach of its representations, warranties or covenants under this Agreement (a "Claim Against the Client").

13.3. **Indemnification Procedure.**

In order for either Party to be indemnified under Sections 13.1 or 13.2 respectively, the Party seeking indemnification for a Claim Against Meero or a Claim Against Client (together a "Claim" for the purposes of this Section) must:

- i. Promptly give the other Party notice of the Claim;
- ii. Give the other Party sole control of the defence and/or settlement of the Claim, however the Party seeking to be indemnified may not settle any claim against it unless the settlement unconditionally releases the other Party from all related liability; and
- iii. Gives the other Party all reasonable assistance in connection with the defence or settlement of the Claim, at its expense.

14. Liability.

14.1. Neither Party shall be liable to the other for any loss of use, interruption of business, lost revenues, lost profits, lost opportunities, loss of goodwill, reputational harm, lost data, or any indirect, special, incidental or consequential damages of any kind, regardless whether actionable under the theory of contract, tort (including negligence), strict product liability, or otherwise, even if that Party has been advised of the possibility of such damages, except in the case of wilful misconduct or gross negligence of such Party.

14.2. Notwithstanding any provision to the contrary, under no circumstances shall the total indemnification obligation of Meero under this Agreement for any damages resulting directly from this Agreement, and all claim(s), fees, costs, judgments, expenses, and/or awards to which Client may be subjected or that are brought or entered against Client, in the aggregate, exceed the amount paid by Client to Meero for the Order Form that formed the basis of the claim(s) requiring indemnification.

14.3. Nothing in this Agreement shall be deemed to limit or exclude a Party's liability i) for a wrongful death or personal injury action of right resulting from its negligence; ii) for its fraud or fraudulent misrepresentation; or iii) otherwise to the extent that such limitation or exclusion is not permitted by law.

15. Confidentiality.

15.1. Confidentiality Obligation. Each Party agrees that all Confidential Information disclosed in the performance of this Agreement shall be held in strict confidence. Each Party shall ensure that it will not, at any time, except to its employees, professional representatives, subcontractors, and/or advisors, Affiliates who have a need to know such Confidential Information

(collectively, "Authorized Parties"), cause such Confidential Information to be known to any entity not considered an Authorized Party.

- 15.2. Disclosures Required by Law. Notwithstanding the foregoing, each Party may disclose Confidential Information as required by law or by any legal or regulatory authority by valid legal order, provided that the disclosing Party provides written notice of such disclosure as soon as possible prior to making the disclosure, and limits the disclosure to the extent necessary in order to comply with the law, regulation or valid legal order.
- 15.3. Ownership of Confidential Information. The disclosing Party shall remain owner of any Confidential Information it provides to the receiving Party. Except as otherwise provided in this Agreement, the receiving Party receives no title, license or ownership interest in any Confidential Information it receives.
- 15.4. Return of Confidential Information. Upon the written request of the disclosing Party, the receiving Party shall return to the disclosing Party, within fourteen (14) days of the receipt of written request, all of the disclosing Party's Confidential Information that the receiving Party has in its possession. If this Agreement is terminated pursuant to Section 4, Section 11, or the expiration of this Agreement, the Parties must promptly return or destroy all Confidential Information of the other Party in its possession within thirty (30) days. Notwithstanding the foregoing, after request for return of Confidential Information, or termination of this Agreement, archival copies of relevant Confidential Information may be conserved by the receiving Party in order to apply with applicable laws and regulations.

16. Compliance with Laws. Each Party shall, at all times, perform all of its obligations under this Agreement in compliance with the applicable laws, orders and regulations.

17. Ethics and Anti-Bribery

- 17.1. Each Party commits to operate in an environment that respects, supports, and promotes corporate social responsibility (including with its own suppliers). Each Party therefore declares that in the course of its activity, it operates in an environment complying with standards of the International Labor Organization, with the OECD guidelines for multinational enterprises, and with the United Nations Global Compact.
- 17.2. Compliance with Anti-Corruption Laws. Each Party also declares that it operates in an environment free of all form of corruption, including extortion, bribery, influence peddling and that it complies with Part I of the ICC Rules on Combating Corruption 2011 and with the applicable anti-corruption laws and regulations, including those having an extraterritorial reach, such as Sapin II (France), the Foreign Corrupt Practices Act (United States of America), the UK Bribery Act (United Kingdom). Without limiting the foregoing, each Party represents and warrants that itself and/or its Affiliates shall not, directly or indirectly, offer, promise, solicit, authorize, pay, or accept any gift, benefit, undue pecuniary, or other advantage of any kind (or imply that they will) to or from any person in any way connected with its agreement with the other Party (and that it has taken reasonable measures to prevent its subcontractors, agents or any other third parties, from doing so) and which is intended to induce or encourage, or which has the effect of inducing or encouraging, to breach any duties or obligations of that person.
- 17.3. Sanctioned Countries. In the course of its activity and when performing this Agreement, each Party also declares that it complies with the restrictive measures regarding sanctioned countries as provided by the laws and regulations of the European Union and the United States (including the US Department of the Treasury's Office of Foreign Assets Control (OFAC)). As such, Each Party commits not to enter into contact with persons and/or entities subject to international sanctions and not to, directly or indirectly, trade with sanctioned countries (including by exporting or importing goods, services or other resources) to the extent such trade activity fall within the scope of the sanctions.

18. Data Privacy

- 18.1. In the event that any Personal Data is shared by Client with Meero, it is understood and agreed that:
 - 18.1.1. Client shall act as the sole data controller;
 - 18.1.2. Meero is the data processor of any personal data shared by Client;
 - 18.1.3. Client shall ensure that any personal data is collected lawfully, in accordance with the GDPR and/or any applicable national legislation;
- 18.2. Client is solely responsible as data controller for any collection, storage, use and other processing of Personal Data. Client is solely responsible, and warrants its compliance, with regards to the respect of the GDPR, or of any other applicable national data protection laws, in the context of any processing of Personal Data in the performance of this Agreement.
- 18.3. Client shall, where required by the GDPR and/or other data privacy legislation, obtain the informed consent of any end customer or other individual.
- 18.4. The Parties shall agree on contractual terms to ensure compliance with the GDPR and Article 28 of the GDPR, if applicable.
- 18.5. Client shall indemnify Meero against any claim, complaint or other recourse from an individual person whose personal data is collected, stored, used or otherwise processed in the performance of this Agreement.
19. **Notices.**

Notices pertaining to this Agreement shall be in writing, whether in hard or electronic copy. Notices to Client will be sent via the method designated on the Order Form. Notices to Meero must be sent to the following address, with delivery confirmation: legal@meero.com.
20. **Assignment.**

Neither Party shall transfer or assign any of its rights under this Agreement without the prior written consent of the other Party. Any attempt to assign such rights will be void.
21. **Survival.**

To the extent permitted by applicable law, notwithstanding the termination of this Agreement, any provision of this Agreement that is expressly, or by implication, intended to come into or remain in force on or after such termination shall remain in full force and effect for the required duration. This applies, without limitation, to the provisions on intellectual property, confidentiality, liability, applicable law, jurisdiction, and warranties.
22. **Severability.**

Should any provision of this Agreement be found by any court or regulatory body of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary. The other provisions of this Agreement will remain intact and in full force and effect. Furthermore, in lieu of any such invalid or unenforceable term or provision, the Parties agree that there will be a valid and enforceable provision added to this Agreement to effectuate the intent of the removed provision to achieve the economic, legal, and/or commercial objectives of the invalid or unenforceable provision.
23. **Contractual Structure.**

This Agreement, the Terms of Use, and all relevant Order Form(s) shall comprise the contractual relationship between the Parties. Should a term in an Order Form conflict with a term of this Agreement, the term of the Order Form shall control, to the extent that it conflicts with this Agreement. This Agreement supersedes or cancels all prior written and oral understandings or agreements between the Parties with respect to the subject matter of this Agreement.
24. **Waiver.**

A Party's failure to exercise or delay in exercising a right under this Agreement or the applicable law shall not be construed as that Party's waiver of said right. A waiver of a right under this Agreement shall only be effective if it is made in a writing signed by the duly authorized representatives of the respective Parties. The valid waiver of any right under this Agreement is without prejudice to any other rights under this Agreement or the applicable law.
25. **Applicable Law and Jurisdiction.**

This Agreement and Order Form(s) issued hereunder shall be governed by, interpreted and enforced in accordance with the laws of France, excluding the United Nations Convention on Contracts for the

International Sale of Goods and the Uniform Commercial Code. The Parties hereby personally and exclusively submit to the jurisdiction of the Paris Commercial Court.

COUNTRY SCHEDULE

This Country Schedule applies to the agreement between Meero and the Client. If there is any conflict between the Terms and Conditions and this Country Schedule, this Country Schedule shall control. All other terms between the Parties shall remain unaffected.

The contracting Meero entity shall depend upon the territories selected for performance of the contract.

The law that is applicable to the Terms and Conditions and the courts that have exclusive personal jurisdiction in relation to any dispute or matter arising out of or in connection with the Terms and Conditions shall depend upon the contracting Meero entity.

Contracting Meero Entity:	Applicable Law and Jurisdiction:
Meero France (Meero SAS)	<u>Applicable Law:</u> France <u>Competent Jurisdiction:</u> The Commercial Courts in Paris, France
Meero Brazil (Meero do Brasil Servicos LTDA)	<u>Applicable Law:</u> Brazil <u>Competent Jurisdiction:</u> The courts of the city of São Paulo
Meero India (Meero Private Technologies Ltd.)	<u>Applicable Law:</u> Republic of India <u>Competent Jurisdiction:</u> The courts of Bengaluru
Meero Japan (Meero Japan K.K.)	<u>Applicable Law:</u> Japan <u>Competent Jurisdiction:</u> The courts of Japan
Meero United States of America (Meero Corporation)	<u>Applicable Law:</u> State of New York <u>Competent Jurisdiction:</u> State and Federal Courts of New York

INDEMNITY SCHEDULE

Contracting Meero Entity:	Applicable Rate of Indemnity:
Meero France (Meero SAS)	Meero may claim interest at three (3) times the applicable interest rate, calculated for each day of delay from the due date of the claim until the date of actual payment. Client shall also pay to Meero a fixed

	indemnity of forty (40) Euros to cover debt collection and other related costs.
Meero Brazil (Meero do Brasil Servicos LTDA)	Meero may claim interest at a monthly rate of 1%, calculated from the due date of the claim until the date of actual payment.
Meero India (Meero Private Technologies Ltd.)	Meero may claim interest at a monthly rate of 1%, calculated from the due date of the claim until the date of actual payment.
Meero Japan (Meero Japan K.K.)	Meero may claim interest at a monthly rate of 1%, calculated from the due date of the claim until the date of actual payment.
Meero United States of America (Meero Corporation)	Meero may claim interest at a monthly rate of 1%, calculated from the due date of the claim until the date of actual payment.