



MENOKI TERMS AND CONDITIONS

1. General

These Terms and Conditions apply to the Menoki Partner Agreement as concluded between the Parties. By signing the Menoki Partner Agreement, Parties confirm to be bound by these Terms and Conditions.

2. Definitions

The capitalized definitions below have the following meanings for the purpose of the Agreement:

App Stores: Mobile app stores, such as Apple App Store and Google Play Store.

Image Rights: The worldwide image rights of Partner, including but not limited to the name, likeness, image, portrait, personality or other personal indicia, such as but not limited to physical or style characteristics, signatures, nickname, quotes and slogans associated with Partner.

Menoki App: The Menoki mobile application, currently to be downloaded in the Google Play Store and Apple App Store.

Menoki Trademarks: The trademarks symbols, logos or brands related to Menoki.

Stickers: Stickers designed and offered in the Menoki App under this Agreement that relate to or feature Partner's Image Rights or Trademarks.

Trademarks: Any trademarks, symbols, logos or brands related to Partner.

Parties: Menoki and Partner.

3. Menoki's obligations

3.1 Unless agreed otherwise, Menoki is responsible for creating and developing the Stickers. Menoki will have the creative control over the designs and the development of the Stickers.

3.2 Menoki will propose the designs of the Stickers to Partner for approval before release in the Menoki App, which approval will not unreasonably be withheld.

3.3 Menoki will use its best efforts to maintain the Menoki App, have it published in the App Stores and offer the Stickers via the Menoki App. All costs relating to the maintenance, publication and renewing the Menoki App are borne by Menoki.

3.4 The Menoki App and access to its functionalities will be made available on an *as is basis*. Menoki will make its best efforts but cannot guarantee uninterrupted access to the Menoki App and is not liable for any interruption of access to the Menoki App, including but not limited due to hacks, DDoS attacks or down time of the relevant App Stores.

4. Partner's Obligations

4.1 Partner shall provide Menoki with copyright-free images featuring the Image Rights and Trademarks for the purpose of designing the Stickers on Menoki's request.

4.2 Partner shall participate in at least one (1) pre-production creative call with Menoki representatives to discuss the Sticker concepts and designs, on a mutually agreed upon date and time, and shall cooperate in the creation process of the Stickers by providing Menoki with the required feedback within the agreed deadlines. In case Partner misses any deadline, the planning will shift in time equal to the days with which the deadline was missed.

4.3 If Partner provides its own designs for the Stickers for further finalization by Menoki, Partner shall provide Menoki with the designs conform to Menoki's specifications and shall comply with the agreed

deadlines as well, unless otherwise mutually agreed upon.

4.4 Partner shall promote the Stickers by making at least the social media posts as agreed in article 9 of the Menoki Partner Agreement for the promotion of the Stickers, on mutually agreed upon timings and channels.

4.5 When promoting the Stickers, Partner shall comply with all relevant legislation and regulations, in particular it will comply with any applicable national or international codes or regulations for Social Media & Influencer Marketing.

4.6 Partner shall not do, or omit to do, anything to prejudice the distinctiveness, validity or goodwill of the Menoki Trademarks or to diminish the Menoki IP rights in any way. Partner shall not commit any act or become involved in any situation which, in the reasonable opinion of Menoki, brings Partner into public disrepute or reflects negatively upon the reputation of Menoki.

4.7 During the term of the Agreement Partner shall not enter into an agreement with third parties which would or might conflict with or impact this Agreement or otherwise be detrimental to the interests of Menoki.

5. License

5.1 During the Term, Partner hereby grants to Menoki the License as specified in the Agreement, including but not limited to the use in connection with promotion in (digital) media, on Menoki's owned and operated website, social media channels and sale of the Stickers in the Menoki App, which License is accepted by Menoki.

6. Royalty Fee payment

6.1 In consideration of the License, Partner will receive the Royalty Fee as stipulated in the Menoki Partner Agreement. Parties acknowledge that the cooperation will be on a no cure no pay basis, meaning that Partner is only entitled to a Royalty Fee if the Stickers are actually purchased by users in the Menoki App.

6.2 Menoki will provide Partner with an overview of the Net Revenue generated, split out per App Store, within thirty (30) days from the end of each calendar month during the Term.

6.3 Menoki will pay the Royalty Fee to Partner within forty-five (45) days after the end of each calendar month, corresponding with the payment terms of the respective App Store and subject to Menoki's receipt of payment by the respective App Store. Payment shall be made by electronic bank transfer to the account indicated on the Menoki New Client Form, to be filled out by Partner after signature of the Agreement.

6.4 Partner is solely liable for the payment of any taxes, premiums or other charges due in respect of any Royalty Fee received under the Agreement and shall indemnify Menoki for any liability in this respect.

7. Warranties and indemnification

7.1 Partner warrants to Menoki that it is the sole owner of the Image Rights and Trademarks and that the use thereof by Menoki does not infringe upon any third party (intellectual property) rights. Partner further warrants that it is entitled to use any images and designs provided to Menoki and that such designs do not infringe upon any third party (intellectual property) rights. Use of the Image Rights, Trademarks, images or designs by Menoki does not require any approvals or, if any such approval is required, it has been obtained.

7.2 Partner warrants that Partner is free to enter into this Agreement and that nothing in this Agreement will violate the rights of third parties or will interfere with any (contractual) obligations of Partner. Partner shall at all times comply with applicable laws and regulations in connection with this Agreement.

7.3 Partner indemnifies Menoki upon first request for any losses, damages, claims, costs and expenses, if any of the representations or warranties in this article appear to be incorrect.

8. IP and Infringements

8.1 The Menoki App is offered under the Menoki Trademarks, making use of different visual materials. Menoki is the rightful owner of all (intellectual property) rights in and relating to the Menoki Trademarks, the Menoki App and all materials published in the Menoki App such as the GUI, visuals, videos, images, texts and related documents (jointly the "Menoki IP Rights").

8.2 In the event that a Party becomes aware of infringement of the rights in and relating to the Stickers by a third party, it will give the other Party immediately a written notice.

8.3 Partner shall only be entitled to use the designs of the Stickers for other (commercial) purposes after Menoki's explicit consent in writing, which consent may be subject to certain conditions.

9. Evaluation and Termination

9.1 The Agreement will be evaluated annually between Partner and Menoki.

9.2 The Agreement may be terminated early with immediate effect by either Party in (one of) the following cases:

- in case of the other Party's bankruptcy or suspension of payment;

- if the other Party fails to perform any obligation under the Agreement and has not remedied its failure within thirty (30) days after receipt of written notice of such failure from the other Party;

- in the event of a Force Majeure Event which has lasted for more than ninety (90) days. For purposes hereof 'Force Majeure Event' shall mean any event which impedes the execution of the Agreement and which is beyond the control of the affected Party including but not limited to any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, act of God.

9.3 The Agreement may be terminated early with immediate effect by Menoki in the event Partner fails to perform the obligations mentioned in Articles 4.5-4.7 of the Terms and Conditions or Partner is in breach of any warranties or representations made under the Agreement or if such warranties or representations are found to be false. In such case Partner may be requested to immediately remove any references to Menoki from Partner's website and social media channels.

9.4 If and as soon as the Agreement terminates, Menoki will cease the offering of the Stickers in the Menoki App as soon as practically possible.

10. Confidentiality

10.1 Each Party shall keep the terms of this Agreement and any confidential information disclosed to it by the other

party or its employees, officers, representatives, agents or advisers confidential and shall not disclose such information in whole or in part to any third party without the prior written consent of the disclosing Party unless required to by court order or by a regulatory body. Information is considered confidential if this results from the nature of the information or the information is explicitly indicated as confidential by a party.

10.2 Parties shall not use or disclose the confidential information for any purpose other than is necessary in connection with the performance of this Agreement. Partner understands that Menoki may disclose to the App Stores the Consent Form or other information required for publishing the Stickers in the Menoki App.

11. Liability

11.1 Menoki will use reasonable care in the performance of its duties under this Agreement. Menoki will however not be liable for any action taken by it or not taken by it under or in connection with the Agreement, unless directly caused by its gross negligence or willful misconduct.

11.2 Liability for indirect damage, including but not limited to, consequential, special or reputational damage, lost turnover or profit, reduced goodwill or damage as a result of claims by third parties, arising out of or in connection with this Agreement is explicitly excluded.

11.3 The liability of Menoki for any act or omission of third parties engaged by it is excluded.

12. General

12.1 This Agreement constitutes the entire understanding and agreement between the Parties hereto and supersedes any and all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof.

12.2 This Agreement may not be modified or amended except by a writing signed by all Parties.

12.3 Partner may not assign or transfer this Agreement or any interest herein or any rights or obligations hereunder or assign or transfer the Image Rights or Trademarks licensed hereunder, without the prior written consent of Menoki.

12.4 Parties are contractors independent from each other and have, except if explicitly otherwise is stipulated, no entitlement to conclude agreements on behalf of each other or to bind the other Party toward third parties. Nothing in the Agreement shall be construed as a partnership under civil law or any other form of legal affiliation between Parties.

12.5 If any provision of this Agreement is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.

12.6 These Terms and Conditions form an integral part of the Agreement. In the event of any conflict between the Menoki Partner Agreement and the Terms and Conditions, the Menoki Partner Agreement shall prevail.

12.7 This Agreement is governed by the laws of the Netherlands and any dispute arising out of or relating to this Agreement will be exclusively settled by the competent court in The Hague.