

SERVICES AGREEMENT

This Service Agreement is entered into between iAdvize Inc., a Delaware corporation, having its principal place of business at 33 Arch St, Boston, MA 02110 (“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.

Conversations: 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 Conversations 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 Conversation with an Expert via the Solution.

Mission: means a marketing campaign during which the Expert uses the Solution and makes Conversations 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(s): means the Expert’s Conversations 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. Conversations made by the Expert via the Solution constitutes acceptance of the Mission Conditions and are applicable to the Mission and to all Conversations made as part of said Mission which iAdvize has first communicated to it by all means.

The Mission Conditions are subject to change during the course of the Agreement, a notice will be sent to the Expert specifying these new Mission Conditions with a reasonable period of notice. The Expert's continuing to conduct Conversations via the Solution constitutes acceptance of the new Mission Terms for this 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 Conversations made by the Expert on their Digital Medium and provide information to iAdvize on said Conversations in the scope of the Ibbü Service.

The Expert has been informed that the Solution allows Internet Users, at the end of each Conversation, to fill in a satisfaction questionnaire on the quality of the Conversation. 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 and the Mission Conditions.

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 does not warrant that the Expert's use of the Solution will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet the Expert's requirements, or that any defects in the iAdvize Solution will be corrected. iAdvize disclaims liability for, and no warranty is made with respect to, connectivity and availability of 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. Due to technical limitations and the nature of the Internet, which are beyond the control of iAdvize, iAdvize does not guarantee or warrant the accuracy, completeness or authenticity of the sales tracking (e.g. when the browser of an Internet User is in incognito mode).

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.

The Expert must be 18 or older.

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 Conversations in order to artificially swell out its/his/her remuneration;
- report to the ibbü team any suspicious Conversations with an Internet User and, depending on the situation, block the Internet Users via the blocking feature provide in the Solution; and
- not to communicate its/his/her login identifiers to the Solution, not to allow a third party to make Conversations 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 Conversations

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 Conversations.

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;
- 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 an Internet User to believe that it is fictional, in particular, by excessively using pre-written answers during Conversations;
- not misuse the "pause" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to misuse the "blocking" feature of the Conversations in accordance with [iAdvize's guidelines](#) for the use of this feature;
- not to behave during Conversations in a way which impairs the Brand or iAdvize;
- discuss in English 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 Conversations 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 Conversations.

Expert is responsible for complying with all applicable laws, rules ordinances and other requirements imposed by Federal, State, County, or Municipal government authorities relating to and concerning Expert's provision of the Services, as well as the ownership, licensing, insuring, maintaining, repairing and preparing of any equipment Expert may decide in its/her/his sole discretion to use in the course of providing the Services.

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

- immediately suspend the Expert's access to the Solution, in order to :
 - o i) determine with the Expert the materiality and scope of the breaches of the Agreement that he may have committed
 - o ii) to assist the Expert in achieving the objectives defined in the Mission Conditions;
- 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 8.

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

4.4 Expert is an independent contractor and has no employee-employer relationship with iAdvize. Expert is solely responsible for Expert's profits or losses as a result of the revenues and expenses generated by Expert using the Ibbü Service. Any equipment provided by Expert (i.e., smart phone or computer) is at the sole expense of Expert. iAdvize is not responsible for training Expert in regard to product knowledge as Expert will use its/her/his experience with products as the knowledge base for Ibbü Service. Expert shall not be entitled to receive or participate in the benefits provided by iAdvize to its employees, nor will Expert receive any other compensation for the Services except as expressly provided for in this Agreement. iAdvize shall not provide Social Security, workers' compensation insurance, unemployment compensation, disability insurance, or similar coverage, nor any other statutory benefits, to the Expert.

Special provisions (USA only)

SELF-EMPLOYED INDIVIDUALS FROM THE FOLLOWING STATES ARE PRECLUDED FROM REGISTERING AS EXPERTS: ALASKA, CALIFORNIA, COLORADO, CONNECTICUT, HAWAII, ILLINOIS, MAINE, MARYLAND, MASSACHUSETTS, MONTANA, NEVADA, NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, OREGON, PENNSYLVANIA, SOUTH DAKOTA, VERMONT, WASHINGTON, AND WISCONSIN.

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 the applicable payment services provider :

- Mangopay Hyperwallet payment services available at the following address: [<https://www.paylution.com/hw2web/consumer/page/legalAgreement.xhtml>]
- MangoPay payment services available at the following address: [https://www.mangopay.com/terms/PSP/PSP_MANGOPAY_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:

6.1. For the Experts registered in the USA

- First name and last name;

- Postal address;
- Completed W-9 form;
- E-mail address;
- Copy of a currently valid identity paper (front/overleaf) (*e.g.* driver's license or passport);
- Photo in portrait format;
- Bank details.

6.2 For the Experts registered in Canada

- First name and last name;
- Postal address;
- E-mail address;
- Proof of registration for the Legal status (if the Expert does not operate under his first and last name)
- Copy of a currently valid identity paper (front/overleaf) (*e.g.* driver's license or passport);
- Photo in portrait format;
- Bank details.

The Expert undertakes (i) to request and keep copies of invoices which iAdvize issued on its/his/her behalf and (ii) 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 schedule and to use the equipment of its/his/her choice to perform the Services (at Expert's sole expense). iAdvize shall not restrict Expert's activities to particular geographical areas (except as set forth in Paragraph 4.4) or dictate or control Expert's activities.

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 a 30-day prior 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 Conversations 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, 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 as confidential 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 legal process or (iii) to satisfy the request of a tax or other government authority.

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 undertake 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 California Consumer Privacy Act and California Privacy Rights Act (the “**Personal Data Rules**”).

Under the Agreement, in particular, for the purposes of Conversations 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. Mutual arbitration provision

1. Arbitration of Disputes. iAdvize and the Expert mutually agree to resolve any disputes between them exclusively through final and binding arbitration instead of filing a lawsuit in court.
2. iAdvize and the Expert expressly agree that this Mutual Arbitration Provision is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“FAA”) because iAdvize and the Expert are each engaged in interstate commerce. This Mutual Arbitration Provision shall apply to any and all claims that the expert may bring against iAdvize and to claims that iAdvize may bring against the Expert. Included within the scope of this provision are all disputes and claims, including but not limited to those arising out of or relating to the Agreement, the Expert’s classification as an independent contractor, the Expert’s provision of services under the Agreement, the Expert’s relationship with iAdvize or termination of that relationship, the remuneration received by the Expert for Discussions, the termination of this Agreement, the deactivation of the Expert’s account and all other aspects of the Expert's relationship with iAdvize, past or present, whether arising under federal, state, or local law.
3. iAdvize and the Expert expressly agree that the Agreement shall be governed by the FAA even in the event the Expert and/or iAdvize are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law of the State of Delaware regarding arbitration agreements shall apply.
4. The Expert’s agreement to arbitrate claims against iAdvize includes claims that the Expert may bring against iAdvize’s parent, subsidiary, affiliated or other related entities as well as against owners, directors, officers, managers, employees, agents, brokers, contractors, attorneys, and insurers of iAdvize. The Expert also agrees to arbitrate claims against any person or entity that the Expert may allege to be a joint employer, joint enterprise, alter ego, or to have common ownership with iAdvize.
5. Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision. However, as stated in Section 14.8 below, the preceding clause shall not apply to the Class Action Waiver and Representative Action Waiver.
6. BY AGREEING TO ARBITRATE DISPUTES BETWEEN THEM AS DESCRIBED HEREIN, THE PARTIES TO THIS AGREEMENT AGREE THAT ALL SUCH DISPUTES WILL BE RESOLVED THROUGH BINDING ARBITRATION BEFORE AN ARBITRATOR AND NOT BY WAY OF A COURT OR JURY TRIAL.
7. If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by the Expert must be delivered to iAdvize Attn: legal@iadvize.com.
8. CLASS ACTION WAIVER—PLEASE READ. iAdvize and the Expert mutually agree that any and all disputes or claims between the parties will be resolved in individual arbitration. iAdvize and the Expert further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a class and/or collective action, or to participate in any class and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action (“Class Action Waiver”).
9. REPRESENTATIVE ACTION WAIVER—PLEASE READ. iAdvize and the Expert mutually agree that any and all disputes or claims between them will be resolved in individual arbitration. iAdvize and the Expert further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, or to participate in any representative action, and an arbitrator shall not have any authority to arbitrate a representative action (“Representative Action Waiver”).

10. Notwithstanding any other clause contained in this Agreement, this Mutual Arbitration Provision, or the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), any claim that all or part of this Class Action Waiver and/or Representative Action Waiver is unenforceable, unconscionable, void, or voidable shall be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision shall be determined exclusively by an arbitrator.
11. The Expert agrees and acknowledges that entering into this Mutual Arbitration Provision does not change the Expert's status as an independent contractor in fact and in law. The Expert further agrees that when performing services pursuant to the terms of this Agreement, The Expert is not doing so as an employee of iAdvize, a merchant, or a customer. The Expert further agrees that any disputes in this regard shall be determined exclusively by an arbitrator.
12. Any arbitration shall be governed by the AAA Rules, except as follows: (1) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator shall be an attorney with experience in the law underlying the dispute; (2) iAdvize shall pay the arbitrator's and arbitration fees and costs, unless applicable law requires otherwise. Notwithstanding applicable law to the contrary, iAdvize shall pay the arbitrator's and arbitration fees and costs related to any payment dispute; (3) The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) Except as provided in the Class Action Waiver and Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or federal substantive law, or both, as is applicable to the claims brought in the arbitration proceeding; (5) The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions; (6) The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) Either iAdvize or the Expert may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section 14 may be rendered ineffectual.
13. Regardless of any other terms of this Agreement, nothing prevents the Expert from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section 14, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law or as required under this Agreement before bringing a claim in arbitration. iAdvize will not retaliate against Expert for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.
14. The AAA Rules may be found at www.adr.org or by searching for "AAA Commercial Arbitration Rules" using a service such as www.google.com or by asking iAdvize to provide a copy.
15. Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of the Expert's contractual relationship with iAdvize, and therefore the Expert may submit a statement notifying iAdvize that the Expert wishes to opt out of this Mutual Arbitration Provision. In order to opt out, the Expert must notify iAdvize of Expert's intention to opt out submitting a signed and dated written notice which clearly states the Expert's name, email address, postal address, and the Expert's intention to opt out of this Mutual Arbitration Provision. Opt out notices must be sent to iAdvize at Attn: experts@ibbu.com. In order to be effective, the Expert's opt out notice must be provided within thirty (30) days of the Expert's digital execution of this Agreement. If the Expert opts out as provided in this subparagraph, the Expert will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Provision. If the Expert does not opt out within thirty (30) days of the Expert's execution of this Agreement, the Expert's failure to do so shall constitute mutual acceptance of the terms of this Mutual Arbitration Provision by iAdvize and Expert.
16. The Expert's decision to opt out of this Mutual Arbitration Provision will relieve the Expert only of the Expert's obligation to arbitrate the disputes specified in this Mutual Arbitration Provision. Similarly, the Expert's decision to opt out of another arbitration provision contained in any other agreement shall not relieve the Expert's obligation to arbitrate disputes pursuant to this Mutual Arbitration Provision.
17. The Expert acknowledges and agrees that if iAdvize modifies any provision of this Agreement other than this Mutual Arbitration Provision, the Expert will not have a renewed opportunity to opt out of arbitration. The Expert further acknowledges and agrees that if iAdvize modifies the addresses for delivery or electronic mailing of opt-out or other notices identified in this Mutual Arbitration Provision, the Expert will not have a renewed opportunity to opt of arbitration. If, however, iAdvize modifies any provision of this Mutual Arbitration Provision other than the addresses for delivery or electronic mailing of opt-out or other notices, the Expert will have a renewed opportunity to opt out of arbitration. In such circumstances, the 30-day opt out period will begin to run upon the Expert's digital execution of the modified Agreement. Changes to any information referenced at hyperlinks from the Agreement or Mutual Arbitration Provision shall not create a renewed opportunity to opt out.
 - a. The Expert has the right to consult with private counsel of the Expert's choice, at the Expert's own expense, with respect to any aspect of, or any claim that may be subject to this Mutual Arbitration Provision.
 - b. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action

Waiver is invalid or unenforceable, the class, collective, or representative action to that extent must be litigated in a civil court of in the State of Delaware, but the portion of the Class Action Waiver and Representative Action Waiver that is valid and enforceable shall be enforced in arbitration.

14. Governing law and jurisdiction

The Agreement is governed by and shall be interpreted in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

In the event any portion of the Mutual Arbitration Provision is deemed unenforceable, or if the Expert has opted out of the Mutual Arbitration Provision in compliance with Section 14.13 above, the relevant contracting parties expressly agree to submit any disputes not subject to the Mutual Arbitration Provision to the exclusive jurisdiction of the state and federal courts located in the State of Delaware.

15. General

This Agreement constitutes the entire agreement between iAdvize and Expert regarding the Services and this Agreement supersedes any and all prior discussions, negotiations, or agreements regarding these issues. This Agreement may not be orally modified, and any modification is invalid unless in writing signed by Expert and an authorized officer of iAdvize.

Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction, arbitrator or government agency determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Expert consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

No provision in this Agreement may be waived unless such waiver is agreed to in writing signed by Expert and by a duly authorized officer of iAdvize. No waiver by either party hereto of any breach by the other party of any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of a similar or dissimilar condition or provision at the same or any prior or subsequent time.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party, and shall be deemed to have been drafted by both parties. Captions and section headings are used for reference purposes only and should be ignored in the interpretation of this Agreement.

Notices shall be in writing and signed by the party giving notice. Notice shall be effective when personally delivered or three (3) business days after deposit in the U.S. mail, certified or registered, return receipt requested, first class postage prepaid, addressed to the address listed herein. Either party may change its address by giving written notice.

SCHEDULE 1 – CONFORMITY GUARANTEES

[Copy of the documents provided by the Expert during the onboarding = for example (i) copy of the identity document (*e.g.* driver's license or passport), (ii) completed W-9 form (for the Experts registered in the USA) or proof of registration according to the Legal status if the Expert does not operate under his first and last name (for the Experts registered in Canada), iii) any other document required by the applicable regulations.]

SCHEDULE 2 – COMMUNICATION RULES WITHIN THE LIVEFEED

Purpose of the charter : This charter is internal to the Community Space and to the Experts. Its objective is to define the rules for exchanges between Experts, iAdvize and Brand managers in the Community Area. This Community Space is a space dedicated to professional exchanges between all stakeholders.

The Community Space is a place for exchange under several aspects, accessible via the private area of the Experts in the Solution.

1. Experts may exchange **good practice or news about products and brand's website among themselves**.
2. **The Brands can interact** directly with the Experts to announce promotions or internal competitions.
3. Experts can **trace back to iAdvize and the Brands for technical problems**, or if they have been the victim of insults or threats in chats.
4. iAdvize communicates **performance or news** to the global Experts community.
5. The moderation of the Community Space is done a posteriori, in order to facilitate exchanges.

It is therefore essential to maintain these cordial relations in order to maintain an overall understanding between all stakeholders. Thus, the Experts commit themselves to respect the following basic principles during the exchanges on the Community Space:

- Respect other Experts, Online Customers, iAdvize, Brands and/or their representatives.
- Insults, threats or personal attacks have no place in the Community Space.
- Inappropriate comments and behaviour towards Experts, the Brand, the Online Customers or iAdvize such as :
 - Comments: racist, xenophobic, homophobic, discriminatory, in all forms,
 - Disrespectful attitudes: slander, denigration or any other attitude aimed at harming the Brand, an Expert, an Online Customers or iAdvize, are outlawed.
- If you feel that another expert's comment contravenes this charter, do not respond to it. **Report it to iAdvize** (experts@ibbu.com).
- To protect your privacy, do not give any personal details (e-mail, address or telephone number) in a comment.

In case of non-compliance with these rules of good conduct, iAdvize reserves the right to remove any inappropriate comments in the exchange area, or to exclude Experts who do not respect this charter of use of the Community Area.

Good chats to all !

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.

For purposes of this Section 3, the term “Personal Information” shall have the meaning ascribed to “personal information” in the CCPA and as used herein shall specifically mean Personal Information processed, collected or maintained by Expert on the Brand’s or iAdvize’s behalf or provided to Expert by Internet User in connection with Expert’s provision of Ibbü Services under the Agreement.

The term “Sensitive Personal Information” shall have meaning ascribed to “sensitive personal information” in the CCPA and as used herein shall specifically mean Sensitive Personal Information processed, collected or maintained by Expert on the Brand’s and/or iAdvize’s behalf or provided to Expert by Internet User in connection with Expert’s provision of Ibbü Services under the Agreement.

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 Conversations 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) To the extent Expert receives from Internet Users, Brand, or iAdvize, or processes, collects or maintains on behalf of Brand or iAdvize, Personal Information and/or Sensitive Personal Information that is subject to the California Consumer Privacy Act (CCPA), Expert, in its role as a “Service Provider” under the CCPA, shall not: (i) sell or share such Personal Information and/or Sensitive Personal Information; (ii) retain, use, or disclose such Personal Information and/or Sensitive Personal Information for any purpose other than the business purposes specified in the Agreement; (iii) retain, use, or disclose such Personal Information and/or Sensitive Personal

Information outside of the direct business relationship between the Brand or iAdvize and Expert, or unless otherwise permitted under the Agreement; or (iv) combine the Personal Information and/or Sensitive Personal Information received from or processed or collected on behalf of the Brand or iAdvize with Personal Information and/or Sensitive Personal Information received on behalf of another person or collected by Expert from its own interaction with Internet Users except to perform any business purposes as permitted by the CCPA.

- b) If a law requires Expert to disclose Personal Information and/or Sensitive Personal Information for a purpose unrelated to providing Ibbü Service under the Agreement, Expert must first inform Internet User of that legal requirement and give Internet User an opportunity to object or challenge the requirement, unless the law prohibits such notice.
- a) 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;
- b) guarantee the confidentiality of the personal data processed under this agreement;
- c) ensure that no third party to the Agreement, apart from the Brand, may have access to the personal data; and
- d) take into account, for its/his/her tools, products, applications or services, data protection principles by design and data protection by default.
- e) Sub-contracting: The Expert is not authorised to call on other sub-contractors.
- f) Right to information of data subjects: The Brand is responsible for informing data subjects when data is collected.
- g) 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).

Expert will reasonably cooperate and assist the Brand with meeting the Brand's CCPA compliance obligations (if any) and responding to CCPA-related inquiries with respect to Personal Information and/or Sensitive Personal Information that Internet User provides to Expert or that Expert collects, processes or maintains on

the Brand's behalf. Expert must promptly comply with any Internet User request to exercise their rights to the Expert, and must e-mail said requests as from receipt thereof to matthieu.huet@iadvize.com. Expert must also promptly comply with any Internet User or Brand request to limit the use or disclosure of Sensitive Personal Information. Expert must notify the Brand and/or iAdvize immediately if it receives any complaint, notice, or communication that directly or indirectly relates to any party's compliance with the CCPA under this Agreement. Specifically, Expert must notify the Brand and/or iAdvize within three (3) business days if it receives a consumer request under the CCPA that implicates the Brand and/or iAdvize

The Expert must notify iAdvize and/or the Brand 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. Upon notice of a data breach affecting Expert or that Expert is failing to fulfill its obligations under the CCPA and/or Agreement, the Brand or iAdvize may take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information and/or Sensitive Personal Information

- h) 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.

- i) 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. At a minimum, such measures shall include the following security measures:
- j) Physical Access Controls: Expert shall take reasonable measures to prevent physical access, such as physical locks, security personnel, clean desk policy, and restricting access to rooms or facilities containing Personal Information, to prevent unauthorized persons from gaining access to Personal Information, or to ensure third parties operating data centers on Expert's behalf are adhering to such controls.
- k) System Access Controls: expert shall take reasonable measures to prevent Personal Information from being used without authorization. These controls shall vary based on the nature of the processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and/or logging of

access on several levels. Expert shall implement an access policy under which access to its system environment, to Personal Information, and other data is restricted to authorized personnel only.

- l) Data Access Controls: Expert shall take reasonable measures to ensure that Personal Information is accessible and manageable only by properly authorized staff; direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to use a data processing system only have access to the Personal Information to which they have privilege of access; and, that Personal Information cannot be read, copied, modified or removed without authorization in the course of processing.
- m) Transmission Controls: Expert shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Personal Information by means of data transmission facilities is envisaged so Personal Information cannot be read, copied, modified or removed without authorization during electronic transmission or transport.
- n) Input Controls: Expert shall take reasonable measures to provide that it is possible to check and establish whether and by whom Personal Information has been entered into data processing systems, modified or removed. Expert shall take reasonable measures to ensure that (i) the Personal Information source is under the control of the Brand and/or iAdvize; and (ii) Personal Information integrated into Expert's systems is managed by secured file transfer from the Expert and Internet User.
- o) Data Backup: Expert shall ensure that, when hosted by Expert, back-ups are taken on a regular basis, are secured, and encrypted to ensure that Personal Information is protected against accidental destruction or loss when hosted by Expert.
- p) Logical Separation: Expert shall ensure that data from the Brand and/or iAdvize is logically segregated on Expert's systems to ensure that Personal Information that is collected for purposes other than the provision of the Services may be processed separately
- q) What happens to data: once performance of said data processing services have ended, the Expert undertakes to delete or anonymise all personal data.
- r) 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.
- s) Expert certifies its compliance with its obligations set forth in this Schedule 3. Expert further certifies that it understands the CCPA's restrictions and prohibitions on selling

and sharing Personal Information and/or Sensitive Personal Information and retaining, using, or disclosing Personal Information and/or Sensitive Personal Information outside of the Parties' direct business relationship, and it will comply with them.

- t) Expert warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Ibbü Services or otherwise performing under this Schedule 3 of the Agreement. Expert must promptly notify the Brand and/or iAdvize if it is unable to meet its obligations under the CCPA. Expert must also promptly notify the Brand and/or iadvize of any changes to the CCPA's requirements that may adversely affect its performance under the Agreement.