

#### A. Scope/Applicability

1. uberall Inc. ("UB") is a Delaware Corporation with its principal place of business located at 600 California Street, San Francisco, California 94108, USA.
2. These Terms and Conditions for Partner set out the rights and obligations of UB and any party ("**Partner**" and together with UB collectively the "**Parties**" and each individually a "**Party**"), who offer UB's Products to business Clients ("**Clients**").
3. These Terms and Conditions for Partner, the "**Order Form**" (which is drafted as a proposal to enter into a contract and sets out any further contractual obligations of the Parties together with individual specifications) constitute the entire agreement between the Parties and are hereinafter collectively referred to as the "**Contract**". The Contract is an exhaustive and exclusive declaration of mutual agreement between the Parties. It replaces all previous oral and written agreements between the Parties that concern the subject matter specified in **Section B**. Any provision stipulated on the Order Form that departs from these Terms and Conditions for Partner shall take precedence over the latter.
4. These Terms and Conditions for Partner govern the contractual relationship between UB and the Partner in as far as the subject matter of agreement postulated in **Section B** of these Terms and Conditions for Partner is concerned; the same applies to all future orders and contracts from the Partner that pertain to said subject matter. Any and all terms and conditions of the Partner concerning the subject matter are expressly excluded.

#### B. Subject matter of the Contract

1. The Partner will advertise, market and resell the Products to Clients in its own name and on its own account ("**Business Resale**") and only in the markets specified on the Order Form ("**Distribution and Resale Territory**"). Any Business Resale outside of the Distribution and Resale Territory is strictly subject to the prior written approval by UB. The Partner may continue to market and sell its own products and services without any limitation. At any time throughout the Term, UB may directly advertise, market and sell the Products to Clients. Any rights not expressly granted to Partner are reserved by UB. The Parties are and shall remain at all times independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the right to obligate or bind the other Party in any manner to any third party.
2. The subject matter of the Business Resale are all "**Products**" from UB. The "**Available Product Bundles**", corresponding prices and sales terms are specified in detail and agreed as binding with the Partner on the Order Form. An up-to-date description of each Product listed on the form is available at <https://uberall.com/en/product>. Updates or adjustments of individual Product and performance components, e.g. due to among others new legal situation, changed laws or the discontinuance of services rendered by Publication Partners, are permitted during the Term of the Contract and shall be published in due time.

#### C. General obligations of UB

1. The general obligations incumbent on UB result from the Order Form in conjunction with the Product descriptions, which may be reviewed on UB's website, which are subject to change at any time.
2. UB develops and markets a Location Marketing Software Platform that allows companies to evaluate, publish and update their "**Location Data**", such as their company name, address, contact details, photos, logos, on a number of different platforms ("**Publication Partners**") and to include additional related services.
3. UB's performances include economically expedient measures aimed at making the Location Data received from the Partner (Section D) available to Publication Partners for publication purposes.
4. UB will take commercially reasonable efforts to ensure that the rights to operate and sell the Products are sustained for the Term of the Contract.
5. UB will provide reasonable support for Product-specific problems experienced by the Partner that the latter cannot resolve without UB's assistance. Such support guidance concerning the integration of Clients in the UB database.

#### D. Transmission of Location Data: Platform and API

1. UB provides a "**Platform**" and/or Application Programming Interface ("**API**") to the Partner, subject to each of the aforesaid availability, policies and procedures. The Partner will use the Platform and/or API to transmit all relevant acquired Location Data (transmission in a format specified by UB) of Clients in accordance with the scope and specifications provided for in the Contract.
2. The Platform is subject to continuous improvement and adjustment. All key functions offered by the Platform are accessible via the API. If the Partner desires to develop its own Platform during the Term, UB shall grant the Partner access to the API and all associated important documentation.
3. The Partner may select to use the Platform as either a white label solution (in which UB cannot be identified as the supplier and owner of the Products), or to market UB's Products (in its own name and on its own account) with UB's company name disclosed as the owner of the Products. The Partner's choice will be individually agreed on the Order Form.

#### E. Obligations of the Partner

1. The Partner and companies affiliated with it are prohibited from, directly or indirectly via contractual relationships with UB competitors, offering and/or selling any Products within the Distribution and Resale Territory that are identical or similar to UB's Products (see individual agreement on the Order Form and the associated annexes) ("**Competing Business**"). The preceding sentence constitutes a material contractual duty of fundamental importance for UB. UB may terminate the Contract without observing a notice period in the event of an infringement against this material contractual duty. Claims for damages remain without prejudice. Until proven otherwise, all revenues generated from such Competing Business shall be deemed as profits lost by UB. In this case UB is not required to make the Product available for any orders and inquiries of the Partner after the termination.
2. The Partner shall at all times comply with all laws, regulations and codes applicable in the specified Distribution and Resale Territory.
3. The Partner acknowledges and agrees that the publication and all Location Data are subject to the character restrictions, quality standards and other applicable content requirements of the Publication Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Publication Partner and/or UB in order to render them compliant with these requirements. Possible reasons may, without limitation, include: (i) insufficient space, (ii) non-applicability of the Location Data for the Publication Partner's application, (iii) the use of location sources other than from UB by the concerned Publication Partner, (iv) the publication and update cycle of a distribution partner, (v) potential problems on the part of UB in geocoding the entirety of Location Data and (vi) modification of the design and/or positions of a placement of Client content. The Publication Partners may in some cases require the Partner and Clients to verify the Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication.
4. The Partner bears the sole responsibility for its contractual obligations resulting from the contractual relationship with the Client. The Partner bears the sole responsibility for all communications, correspondence and interaction with Clients in relation to the Products. The Partner shall provide its Clients with Client service and technical support for all reselling business transactions. The Client service and technical support are supposed to clarify questions raised by the Client and assist in rectifying the Client's technical and administrative problems ("**First and Second Level Support**"). UB is under no obligation to provide any support to the Partner or the Clients. UB shall reasonably assist the Partner in its troubleshooting efforts ("**Third Level Support**") in cases where first and Second Level Support is unable to resolve a problem that is attributable to the Products supplied by UB and that can only be resolved with the assistance of UB. Unless otherwise agreed to in writing, Partner shall reimburse UB for any and all cost arising out of or relating to UB's provision of Third Level Support.

#### F. Assignment of rights

1. UB grants the Partner a non-exclusive and non-assignable right of use to the Products and associated functionalities it has developed and made available to the Partner. The right of use may only be assigned to Clients and only for the purpose of administering Location Data in the UB database.
2. Prior to publishing the Location Data, the Publication Partners require UB to grant certain rights in relation to the data processing of as well as title in said data. UB therefore requires the Partner to assign the rights specified in the following to UB.
  - a. The Partner guarantees (i) it has the power and authority to enter into this Agreement and to grant UB and its Affiliates the rights granted herein; (ii) that it will only transmit a Client's Location Data to UB's database upon request by such Client; (iii) that it is authorised to use the Client's Location Data for this purpose; (iv) that it is authorised to disclose the Client's Location Data to UB and its Publication Partners; (v) that the Client's Location Data will not contain any viruses, spyware or other harmful code or materials; (vi) that the Client's Location Data constitutes a "primary" source of the Client's own business listings data, i.e., it originates or is derived directly from the Client, versus being derived from any secondary or aggregated sources; and/or be officially approved in writing by the Client as an official source of Client's business listings data; (vii) that the Client's Location Data will not contain any data, code or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license, that would impose obligations on UB or an Affiliate to distribute or disclose any data or software with which the Client's Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which Client's Location Data is combined, that would require UB or an Affiliate to license patent rights to any party, or that would impose any other obligation or limitation on UB or an Affiliate not expressly set forth in this Agreement, and (viii) that the Location Data are current and accurate and that they are not pornographic, unlawful, harassing, defaming, offensive or in any other way inappropriate, that they do not glorify violence, are not harmful for underage persons and that they do not violate the rights of third parties. For the purpose of the Contract, "Affiliate" means any (i) individual who or "Entity" (i.e., any corporation, firm, partnership, proprietorship, or other form of business organization) that in whatever country organized or resident, directly or indirectly, is controlled by, or is under common control with, or controls a Party; or (ii) Entity in which Party or any Entity in which any individual or Entity recited in Subparagraph (a) directly or indirectly has at least a fifty percent (50%)

ownership or voting rights interest (whether through stock ownership, stock power, voting proxy, or otherwise), or has the maximum ownership interest it is permitted to have in the country where such Entity exists.

- b. The Partner grants a global, non-exclusive, transferable and gratuitous right (i) to collect, combine or modify the Location Data sent to the UB database, or to augment them with other data received by UB or its affiliated companies; (ii) to use the Location Data for UB-internal purposes; (iii) to sell, market, distribute, promote and advertise Products that contain Location Data; (iv) to disclose the Location Data and/or works derived from them to its Publication Partners (directly or via a sales chain) and (v) to indirectly grant use of the Location Data to the Clients of the Publication Partners via arrangements with the latter. This assignment of rights does not extend to a disposal or other sales of Client materials made available and UB is expressly prohibited from doing so.
  - c. A deletion, addition or modification of Location Data by the Partner will not affect the (sub)license UB has granted to its Publication Partners or Clients, provided such deleted, added or modified Location Data was used by said Publication Partner and/or its Clients. The Partner hereby acknowledges and agrees that UB is under no obligation to ensure the deletion of the concerned Location Data from any Products, systems or devices that are under the control of the contracting party, its Clients or a third party after the Location Data (or a part of the Location Data) has been used by a Publication Partner and/or one of its Clients, and that it is neither required to ensure a non-modification or non-usage of the concerned Location Data by such Publication Partner, its Clients or a third party.
  - d. UB will, in as far as necessary, grant the Partner an non-exclusive and non-assignable right of use to copyrights, brands or other protected materials, including but not limited to logos, brand names, partner names, works of visual art in relation to UB's Products, its Affiliates, licensors and partners. The right of use is limited to the advertising, marketing and reselling activities associated with UB's Products, as well as to the Distribution and Resale Territory and the performances associated with such activities as provided for in the Contract. The right of use is conditional on the Contract and automatically lapses upon the termination of the Contract. In the event UB identifies or reasonable believes of any non-conforming use, UB may request the Partner to promptly cease making use of the copyright, brand or other protected materials and to refrain from any further use. UB is in return granted a right of use to the Partner's brand(s) as reference Client(s) for marketing purposes and written sales presentations and make use of the Partner's brand names/company name and logo for these purposes. This includes, among others, the UB website and blog, marketing materials, event and exhibition booths, PR and social media activities as well as advertising materials for sales partners. The Partner further consents to the publication of a company success story and a reference statement (a quote) from the Partner. These will both only be published with the Partner's approval, which shall not unreasonably withheld.
3. Except as expressly set forth herein, neither Party makes and expressly disclaims any warranties, whether express, implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for particular purpose or noninfringement

#### G. Payment terms

1. The Partner shall pay UB a guaranteed fee for each reselling transaction concluded ("**POI-Fee**"). The monthly POI-Fee exclusive of taxes is calculated for each location and over a period of twelve (12) months Publication Period ("**Publication Period**"). The amount of the POI-Fee depends on the Product Bundles sold by the Partner. The individual Product Bundle available for the Business Resale on the Contract's effective date and the corresponding POI-Fees will be agreed on the Order Form. UB and the Partner will agree on a minimum volume of locations or a minimum fee to be charged, as referred to in the Order Form.
2. Each Product will be available for purchase by the Client for a fixed **Publication Period** of twelve (12) months. In the event the Partner deactivates the Location Data at an earlier point in time, UB shall, irrespective of the deactivation date, be entitled to invoice the Partner for the agreed POI-Fees over a total period of twelve (12) months. Purchased Product subscriptions cannot be cancelled or refunded during the Publication Period after an order has been placed. The same applies if the contractual relationship between UB and the Partner is terminated.
3. The POI-Fee will be payable for the second Publication Period and all subsequent Publication Periods for as long as the Partner does not submit a request for deletion or deactivation during the Publication Period.
4. UB will invoice the license fee for the reselling transactions concluded in each month to the Partner by the 15th day of the following month. Payment must be made within thirty (30) days from receipt of the invoice, unless agreed otherwise to in writing.
5. Payments to UB must be made by bank transfer to the bank account or any other payment method as designated by UB.
6. All payments must be in the net invoice amount, deductions are not permitted. All taxes, charges, fees, contributions or similar amounts that are directly related to the reselling business are payable by the Partner.
7. The Parties shall mutually assist each other in the performance of their respective obligations under tax law to the extent necessary, feasible and reasonable. Each Party shall bear interest and penalty charges potentially imposed on it to the extent it is at fault for such interest and/or penalty charges.

8. Should the Partner fail to make timely payments as set forth herein, UB may: (i) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18 % per annum), or the maximum rate permitted by law, from the then current due date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Partner shall also pay on demand any costs incurred by UB (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Partner to UB which are not paid as agreed herein; (ii) refuse to take any further actions under the Contract until the amount due has been fully paid; and/or (iii) treat the failure of the Partner to make payments as a repudiation of the Contract by the Partner if the amount due remains unpaid after providing seven (7) days' notice to the Partner of such breach and an opportunity to rectify the breach. Such repudiation shall entitle UB to elect, without prejudice to any other rights of UB, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.
9. The Partner is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by UB.

#### H. Liability

1. UB:
  - a) UB shall not be liable for defective performance related to the respective Products that were fully or partly caused by wrong or inadequate handling of the Product by the Partner or the Client. This is, for example, the case where a performance completed by UB is only activated by a manual operation performed by the Partner or the Client.
  - b) NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, UB SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR: (I) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES; (II) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR (III) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS DURING AN APPLICABLE PUBLICATION PERIOD.
  - c) Any limitation of liability in favor of UB also extends to its Affiliates, employees, subsidiaries, representatives and agents.
2. Partner:

The Partner shall indemnify UB, its Affiliates, employee and agents (each an "**Indemnified Party**") against all costs, claims, demand, expenses, and liabilities of any nature, including without including, without prejudice to the generality of the foregoing, claims of damage to property, reasonable attorney's fees and consequential loss (including loss of profit) which may be made against an Indemnified Party or which an Indemnified Party may sustain, pay or incur as a result of or in connection with Partner's actions or inactions related to or arising out of the Contract unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or gross negligence or willful misconduct of an Indemnified Party.

#### I. Term

1. The term of the Contract is twenty-four (24) months from the effective date, unless a different individual term is agreed on the Order Form ("**Initial Term**").
2. Both Parties may terminate the Contract at the end of its Term by giving the other Party three (3) months written termination notice prior to the end of the term. This Contract will otherwise automatically extend for an additional Term of twelve (12) months in each instance, unless terminated by one of the Parties ("**Renewal Term**" and together with the Initial Term herein referred to as "**Term**").
3. The right to terminate the Contract for cause and without adhering to a termination notice period remains without prejudice. Each Party may, for example, terminate the Contract without adhering to a termination notice period if the other party modifies its business model in a significant way that affects this Contract.
4. In addition to any other remedies that UB may have in law, UB may terminate or suspend the Contract or any part thereof if the Partner: (i) fails to pay any amount and such failure continues for fourteen (14) days after the Partner's receipt of a written notice demanding payment from UB; (ii) has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
5. The Parties will be required to process Client orders and inquiries received by them during the Term after its expiry. UB remains required to make the Product available for these orders and inquiries for up to one year after expiry of the Term.
6. The Partner may only renew old contracts, extend their term or enter into new contracts with Clients after the end of the then applicable Term with the written approval of UB.

7. UB may terminate the business relationship at any time by giving four (4) weeks prior notice if the Partner administers less than 500 active locations in the UB database in each of the three (3) previous calendar month prior to dispatch of the termination notice.

#### **J. Confidentiality**

1. "Confidential information" means this Contract, all information relating to UB, the Partner and/or the Clients, as well as their respective Clients or business partners and all confidential information that was disclosed in circumstances that would cause a reasonable person to assume they are of a confidential nature, regardless whether the information is disclosed orally, figuratively, in writing or on another type of media. The Parties shall not disclose any confidential information without the prior written consent of the other Party. This includes the use of logos and names in publications for marketing or advertising purposes.
2. Confidential information of a Party does not include information which: (i) was already known to the other Party, before it was made accessible by the disclosing party; (ii) is or becomes generally known without the other Party's responsibility; (iii) was disclosed to the other Party by a third party without any transfer restriction; (iv) was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or (v) has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want implement.
3. The obligation to confidentiality will continue to bind both Parties for a term of two (2) years after this Contract has terminated or a period set forth by applicable law, whichever is longer.
4. Notwithstanding anything to the foregoing, UB may disclose Confidential Information to its Affiliates, employees and agents on a need to know basis.
5. The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Agreement.

#### **K. Miscellaneous**

1. Partner shall not assign any of its rights under the Contract, except with the prior written consent of UB. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section K (1) is null and void.
2. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to an officer of or personally to the other Party, or (ii) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section K (2) of a change of address.
3. No waiver by UB of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by UB. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
4. Certain provisions set forth herein, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections H and J.
5. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Contract.
6. Should any provision of the Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the Contract shall remain in full force and effect.
7. Partner shall, at its sole expense, maintain and carry insurance in full force and effect. Insurance includes comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate. Upon UB's request, Partner shall provide UB with a certificate of insurance from Partner's insurer evidencing the insurance coverage specified in this Section K (7). Partner shall provide UB with thirty (30) days' advance written notice in the event of a cancellation or material change in Partner's insurance policy. Except where prohibited by law, Partner shall require its insurer to waive all rights of subrogation against UB's insurers and UB.
8. UB shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond UB's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, sabotage, labor disputes, strikes, lock-outs, shortage in material or energy, acts, orders or priorities

of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of UB. UB shall notify the Partner in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section in said notice and shall supply all relevant information about its effects on the performance of the Contract. In case the duration of Force Majeure exceeds six (6) months, the Parties will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated.

9. Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.
10. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in San Francisco, California, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.
11. Notwithstanding Section K (11), the Parties agree that if any term, condition, obligation or restriction in this Contract is breached and that the damages to the aggrieved Party are difficult or impossible to ascertain or quantify, the aggrieved Party shall be entitled to injunctive or other equitable relief, in addition to any other remedies which said Party may have at law.