



Marketing Distribution Agreement

Belgium

<p style="text-align: center;">Marketing Distribution Agreement</p>
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The present marketing distribution agreement (and where applicable, as amended by amendment, the "**Marketing Distribution Agreement**" or the "**Agreement**") is made and entered on [***INSERT DATE OF SIGNATURE OF AGREEMENT***]

BETWEEN

- 1. OPPIZI BELGIUM**, limited liability company, with its registered office at Square de l'Arbalète 6 à 1170 Watermael-Boitsfort, and registered at the Crossroads Bank for Enterprises under the number 0747.632.943

(Hereinafter « **Oppizi** »)

AND

- 2.**

(Hereinafter the « **Client** »)

Oppizi and the Client are also individually referred to as a "**Party**" and collectively as the "**Parties**".

PREAMBLE:

Oppizi is a technical service provider in the field of distribution of marketing documents (as defined below) which ensures the development, implementation, and marketing of "street marketing" solutions on behalf of its clients.

In the context of the development of its commercial project, the Client needs specific external skills which require a particular technicality and know-how which are found in the services offered by Oppizi.

The Parties are independent business partners and will remain so until the termination of this Agreement.

NOW, THEREFORE, the Parties have agreed as follows:

1. INTERPRETATION

1.1. The Annexes are part of the Agreement and have the same force and effect as the Agreement. Any reference to the Agreement shall include its Annexes.

1.2. Any reference in the Agreement to the Agreement or any other agreement or document shall be considered as a reference to this Agreement or such contract or document, as subsequently amended, modified, or replaced, as the case may be.

1.3. The headings of the Articles and paragraphs are used for guidance only and shall not affect the interpretation of the Agreement in any way.

1.4. Unless the context otherwise requires, references to the Articles and Schedules shall mean the Articles and Schedules of the Agreement.

1.5. The terms « including », « inclusive », « being specified » and «particularly» must be interpreted as referring to examples only and cannot limit the generality of the words preceding them.

1.6. The words defined in Article 2 may be used in the singular as well as in the plural.

2. DEFINITIONS

App: refers to the web and/or mobile application developed by Oppizi, in order to allow (i) the programming of Marketing Campaigns (ii) the connection between Distributors and the Client and (iii) the follow-up of Marketing Campaigns.

Order form: refers to the order form, of which the model is shown in Annex 1, enabling the Client to make a request for a Marketing Campaign.

Marketing Campaign: refers to the Marketing Documents distribution campaigns implemented by Oppizi through the Application, it being specified that the periods, cycles, and pricing conditions are determined collectively by Oppizi and the Client within the framework of a Marketing Plan.

Quote: refers to the financial proposal for the implementation of a Marketing Campaign.

Distributors: refers to the independent workers provided for by Oppizi to perform the Services.

Marketing documents: refers to all flyers, leaflets, goodies and all marketing documents created by Oppizi on behalf of the Client and/or by the Client in order to carry out the Marketing Campaign.

Intellectual property rights: refers to know-how, trade secrets, patents, inventions (whether patentable or not), copyrights and related rights, design rights, whether registered or unregistered, performers' rights, trademarks, trade names, company names and domain names, software rights, database rights or any similar rights existing in any part of the world, including the right to apply for renewals or extensions and to claim priority of the above rights.

Working day: refers to days (other than a Saturday or Sunday) on which banks and financial markets are open in Belgium.

Distribution period: refers to the period during which the Marketing Campaign and the Services will be carried out.

Services: refers to the distribution of Marketing Materials by Distributors on behalf of the Customer.

Distribution Zone: refers to designates the precise locations where the Marketing Campaigns should be carried out.

3. OBJECT OF THE AGREEMENT

3.1. The object of this Marketing Distribution Agreement is to determine the applicable conditions to the to the commercial relationship between the Client and Oppizi relating to the organisation of Marketing Campaigns.

3.2. This Marketing Distribution Agreement shall not be construed as a commitment to exclusivity or order volume on behalf of the Client towards Oppizi.

4. MARKETING PLAN

4.1. In the event of receipt by Oppizi of an Order Form, the Parties shall consult each other in order to collectively develop a Marketing Plan.

4.2. The Marketing Plan shall contain the following information:

- the outfits to be worn by the Distributors during the Services;
- the templates for the Marketing Materials to be printed and distributed;
- the number of Marketing Materials to be printed and distributed;
- the Distribution Areas;
- the Distribution Period;
- an estimate of the costs of distribution permits and authorisations and
- any other information necessary to develop the Marketing Campaign.

4.3. Once the Marketing Plan has been drawn up, Oppizi will provide the Client with a Quotation specifying the price of the Marketing Campaign.

4.4. In the event that the price indicated on the Quotation issued by Oppizi is accepted by the Client, the Parties undertake to use all necessary means to carry out the Marketing Plan as soon as possible and to implement the Marketing Plan in the context of the Marketing Campaigns.

5. PROVIDED SERVICES

5.1. Oppizi will manage the Marketing Campaigns on behalf of the Client, including provisioning the Application, printing of the Marketing Documents, the contact with the Distributors selected by Oppizi and the control of the Services, it being specified that none of these services will be carried out by Oppizi as long as the payment of the Marketing Campaign Price provided for in article 10 of the Agreement has not been made by the Client and credited to Oppizi's bank account.

5.2. Oppizi will grant the Client with access to the Application to monitor the Marketing Campaigns, it being specified that the Client will have access to all



information related to the Marketing Campaigns collected and held by Oppizi within the framework of the execution of the Agreement between Oppizi and the Client.

5.3. The Client will be put in contact by Oppizi with the selected Distributors allowing it to carry out the Marketing Campaigns, it being specified that the Distributors will be selected exclusively by Oppizi. The Client shall refrain from involving third parties in Marketing Campaigns carried out in collaboration with Oppizi.

5.4. Oppizi will ensure that the Distributors respect the execution of the Marketing Plan with regard to the Distribution Periods and the Distribution Zones.

5.5. Oppizi shall provide the Distributors, prior to the execution of the Services, with the Marketing Documents to be distributed and the outfits to be worn by the Distributors.

5.6. Oppizi shall be responsible for reporting on the Marketing Campaigns to the Client at the end of each Marketing Campaign.

6. PRODUCTION OF MARKETING DOCUMENTS

6.1. Oppizi will print the Marketing Documents on behalf of the Client in accordance with the templates provided for in the Marketing Campaigns.

6.2. For this reason, Oppizi will act as project manager and shall be responsible for the choice of printing service providers, it being specified that Oppizi will remain solely responsible for the execution of the printing vis-à-vis the Client.

6.3. Oppizi will print the number of Marketing Documents specified in the Marketing Plan.

6.4. Once the Marketing Campaign complete, the Marketing Documents that were not distributed will either (i) be returned to the Client by Oppizi or (ii) distributed by Oppizi, it being understood that the cost of such distribution will be borne by the Client.

7. Availability of the app

7.1. Once Oppizi's Quote has been approved by the Client, Oppizi undertakes to create a dedicated space on the App for the specific Marketing Campaign.

7.2. Through the App, the client will have access to the following information:

- the Marketing Plan;



- the planning of Marketing Campaigns; and
- Marketing Campaign monitoring and reporting

7.3. Oppizi undertakes to maintain the Client's access to the Application until the end of each Marketing Campaign.

8. DISTRIBUTORS – FIGHT AGAINST UNDECLARED WORK

8.1. Oppizi undertakes to provide the human resources necessary to carry out the Marketing Campaigns and to maintain these resources at all times in order to ensure the performance of the Services.

8.2. The Distributors remain, in all circumstances, independent workers with respect to Oppizi and the Client.

8.3. However, when performing the Services, Oppizi shall ensure that the Distributors have all the necessary authorisations to perform the Services in accordance with the legal and regulatory provisions.

8.4. At the Client's request and within the limits of business secrecy, Oppizi undertakes to transmit all information relating to the Distributors selected to perform the Services to the Client.

9. RESULTS OF MARKETING CAMPAIGN

9.1. The Client undertakes to communicate on a weekly basis During the Marketing Campaign.

9.2. The results of the Marketing Campaign will be communicated by the Client to Oppizi in accordance with the model in Annex 2 of this Agreement.

10. FINANCIAL ASPECTS

10.1. Marketing Campaigns are provided for in return for the Client paying the amount indicated on the Quotation and on the invoice issued by Oppizi for each Marketing Campaign (the "Marketing Campaign Price").

10.2. Unless otherwise agreed in writing by Oppizi, the payment by the Client of the Marketing Campaign Price will be made within fifteen (15) Working Days following receipt of the invoice issued by Oppizi by bank transfer to the account of Oppizi, whose details will be communicated with the invoice.

10.3 It is specified that Oppizi will issue an invoice for each Marketing Campaign prior to the launch of said Marketing Campaign.

10.4. In the event that Oppizi performs services not provided for in the Quotation accepted by the Client, the Client must pay Oppizi an additional price indicated on the Quotation communicated to the Client (the "**Additional Price**"), it being specified that these services not provided for will be the subject of an additional invoice issued by Oppizi.

10.5. In the event of late payment, the late payment penalties due by the Client will be calculated on the basis of the legal interest rate in force in Belgium, in accordance with Article 5 of the Law of 2 August 2002 concerning the fight against late payment in commercial transactions. In addition, a fixed compensation recovery costs (40) euros will also be applied.

11. CONVERSION BONUS

11.1. In addition to the Campaign Fee to be paid, the Order Form will allow the Client to choose to pay a bonus to the distribution agents. The amount of the bonus will be set as a percentage of the Distribution price to be paid by the Client and will be payable by the Client together with the Campaign Fee. Oppizi will collect the bonus contribution as collection agent representing the distribution agents and the total amount of the bonus will be paid to the distribution agents. The bonus is payable in advance and is based on the agreed Campaign conversion rates.

12. INTELLECTUAL PROPERTY

12.2 Oppizi's right to use the Client's trademarks and copyrights

12.1.1. In the context of the organisation and implementation of the Marketing Campaign ordered by the Client, the Client grants Oppizi, free of charge and for the entire duration of the Agreement, a right to use (i) the trademarks it holds on Belgian territory and, where applicable, (ii) the copyrights it holds on the Marketing Documents, (iii) rights to designs and models (iv) as well as any intellectual property rights whatsoever held by the Client on the elements covered by the Marketing Campaign, including its brand(s) and trade name(s).

12.1.2. Oppizi may ask the Client, in the context of the execution of the Agreement, to provide it with a list of trademarks owned by the Client and having a scope in the Belgian territory or in the Territory concerned by the Marketing Campaign(s).

12.1.3. It is specified that Oppizi will make use of these trademarks, copyrights and any other relevant intellectual property rights free of charge and solely (i) in the context of the Marketing Campaigns and (ii) in order to communicate to third parties about the services offered by Oppizi.

12.1.4. Throughout the duration of the Agreement, Oppizi undertakes to use the Client's trademarks, copyrights and any other intellectual property rights in an effective, serious and fair manner.

12.1.5. This right of use is granted on a strictly personal basis to Oppizi and may not be assigned, transferred or transmitted, to anyone and for any reason whatsoever, directly or indirectly, in whole or in part, whether in return for payment or free of charge.

12.2 Oppizi's intellectual property

12.2.1. The Intellectual Property Rights held by Oppizi, including on the Application and used in the context of the Marketing Campaigns are and shall remain the exclusive property of Oppizi.

12.2.2. In the context of the organisation and implementation of the Marketing Campaigns ordered by the Client, Oppizi grants the Client a strictly personal right of access and use of the Application, as detailed in Article 7 of the Agreement in return for payment of the Marketing Campaign Price and for the duration of the Marketing Campaign.

12.2.3 Consequently, with the exception of the rights granted in article 12.2.2, the Client may not, under any circumstances, without the express prior consent of Oppizi :

- use, access or refer in any way whatsoever to Oppizi's Intellectual Property rights, including its trade name and trademarks;
- license, sub-license, sell, resell, transfer, assign, distribute, provide or make available to third parties the Intellectual Property Rights held by Oppizi, including on the Application, in any manner whatsoever;
- modify, alter or create derivative works based on the Intellectual Property Rights held by Oppizi, including on the Application;
- inappropriately use the Application, including creating internet "links" to all or part of the Marketing Campaigns offered by Oppizi or the Application.

13. DATA PROTECTION

13.1 The Parties undertake to ensure that the processing of personal data carried out in the framework of the performance of the Agreement, including personal data of Distributors, is carried out in accordance with the applicable regulations (including, the General Data Protection Regulation n°2016/679 "GDPR" and the Law of 30 July 2018 on the protection of individuals with regard to the processing of personal data).

13.2 The Parties undertake not to communicate personal data to each other than those strictly necessary for the performance of this Agreement.

13.3 This Agreement does not create any subcontracting or shared responsibility relationship within the meaning of the applicable regulations, between Oppizi and the Client.

13.4. The Parties determine the terms and purposes of the personal data processing that they implement in the context of the performance of this Agreement and act as independent data processors.

13.5. In accordance with the applicable regulations, the Parties shall provide the data subjects with the required information, including that provided for in Articles 13 and 14 of the GDPR.

13.6. The Parties shall put in place all technical and organisational measures necessary to guarantee the security of the personal data processed in the context of the implementation of this Agreement.

14. LIABILITY

14.1 Under no circumstances shall Oppizi be liable to the Client or a third party for any direct and/or indirect material and/or immaterial damage suffered by the Client or a third party as a result of a fault committed by a Distributor in the context of the Services.

14.2. In addition, in the event of any fault, failure or omission on its part causing the Client any direct and/or indirect material and/or immaterial damage under this Agreement, Oppizi will compensate the Client, up to the amount paid by the Client in accordance with the invoice issued by Oppizi for each Marketing Campaign concerned,

14.3. Oppizi shall not be liable if the non-performance of its obligations is caused by one of the following events:

- an event of "force majeure", understood as any fact preventing the partial or total execution of the Services which could not be overcome despite reasonable diligence on the part of Oppizi, or;
- any significant event exclusively attributable to the Client.

15. INUITU PERSONAE

15.1 It is stressed that this Agreement is concluded taking the personalities of the Parties into account, and is part of a true spirit of a partnership involving the mutual trust essential to its smooth running.

15.2. The Parties agree to meet regularly to review the quality of the Marketing Campaigns.

15.3. As a result of this strong *intuitu personae*, Oppizi is prohibited from transferring all or part of the Agreement without the prior agreement of the Client.

16. TERMINATION

In the event of a breach by one of the Parties of any of its obligations provided for in the Marketing Distribution Agreement, the other Party shall have the right to terminate this Agreement as of right, before the expiry of its term, after sending a formal notice by registered letter with acknowledgement of receipt, which has remained without effect for thirty (30) Working Days, as evidenced by the postmark.

If the Client terminates this Agreement or directs that the provision of the services by Oppizi be suspended, any prepaid but unexpended fees shall be retained by Oppizi and it shall provide a credit note which shall be valid for a period of 12 months from the termination date;

The credit note may be applied to distribution costs, travel costs, permit costs & bonus costs - Printing costs are non-refundable once digital proofs have been approved by the Client;

An unused credit note shall expire at the end of the 12 month period.

17. DURATION

This Agreement is concluded for a period of three (3) years from the date of signature. It is renewable by tacit agreement for the same period, unless expressly terminated by either Party by registered letter with acknowledgement of receipt, postmarked two (2) months before the end of the Agreement.

18. CONFIDENTIALITY

18.1. The parties agree not to disclose to third parties (with the exception of the Marketing Documents) any information, documents, elements, data or figures of any kind (IT, technical, legal, financial, commercial, operational, organisational, etc.) relating directly or indirectly to the activities of the other Party of which they may become aware, regardless of the medium, either by direct delivery by the other Party or indirectly under this Agreement.

18.2. The following information shall not be deemed to be confidential:

- information which is in the public domain at the time of its communication or information which may be in the public domain after its communication, provided, in the latter case, that this is not the result of a breach of an obligation of confidentiality on the part of the Party having received the confidential information ;
- information which the receiving Party can prove that it was already lawfully aware of prior to its disclosure;
- already known by the receiving Party as a result of its own studies without this being the result of a breach of an obligation of confidentiality, which it can prove.

18.3. Each Party shall take all necessary measures and use its best endeavours to obtain the same confidentiality from its employees undertaking with regard to the other Party and any other company belonging to the same group.

18.4. The Parties undertake to return or destroy documents or their reproduction containing confidential information, according to the instructions of the other Party and without invoicing for such return or destruction and immediately upon the request of the Party concerned at the latest upon termination or expiry of this Agreement.

18.5. The Parties shall be bound by this obligation for the duration of the Agreement and for five (5) years after its expiration or termination.

19. APPLICABLE LAW AND JURISDICTIONS

19.1. This Agreement is subject to Belgian law. The parties shall endeavour to settle amicably any difficulties that may arise in connection with its interpretation or application.

19.2. If they are unable to do so, any dispute shall be submitted to the Commercial Court in Brussels, French-speaking chambers

20. AUTONOMY OF THE CLAUSES

If any provision of the Agreement is or becomes illegal or unenforceable, the other provisions of the Agreement shall nevertheless remain in force and effect.

In this respect, the Parties shall ensure that the invalidated or unenforceable provision is replaced by a provision with similar economic effects.

21. PRINCIPLE OF COMPREHENSIVENESS

The Agreement cancels and replaces any previous agreement



The Client
Represented by

Date

Oppizi

Represented by

Date



Annex 1: Order Form
Annex 2: Results of Marketing Campaign