



## ACCESS AGREEMENT

By registering and/or purchasing a subscription to the ANKKA.EU program (gptX) as a footwear manufacturer or footwear component manufacturer, you hereby agree to this Agreement ("Agreement"). The ankka.eu neural network generates shoe designs based on the ankka.eu system. This Agreement is made between the system representative:

1. \_\_\_\_\_  
\_\_\_\_\_ ("ANKKA.EU"),

and

2. the USER,  
\_\_\_\_\_ ("USER").

WHEREAS:

(I) ANKKA.EU operates a "footwear design generation (gptx) system" for market participants (OEM and ODM) or B2B, which allows you to create designs based on finished elements (soles or uppers) and store them in the USER's Personal Account in the volume and quantity specified in Appendix 1 to this Agreement; (II) ANKKA.EU manages a "sole receiving system (sole aggregator)" that allows footwear market participants who manufacture soles to submit, open and close, turn on and off, track usage, and adjust displays for use as a basis for generating designs for their products. (III) ANKKA.EU maintains and operates its own websites ("ANKKA.EU Websites") and provides the Service and links to the Service on third-party websites; (IV) the USER owns, controls, hosts and/or manages one or more Personal Accounts within the system and their contents: a generation catalog and a finished product

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download catalog; (V) the USER and ANKKA.EU desire that the USER, who places footwear parts, places their finished products (soles) for generating shoe designs, provides the Service (directly or indirectly) to their clients and visitors of ANKKA.EU, in such form and on such terms as are set forth in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

## DEFINITIONS AND INTERPRETATION

1.1 Definitions In addition to the terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement unless the contrary intention appears:

"Interface" means the graphic design of the Service, including but not limited to the buttons, forms, graphics, and images in the generation zone, Personal Account, and other parts of the ANKKA.EU website.

"Representative" means the Party representing the interests of ANKKA.EU in the USER's jurisdiction.

"Personal Account" means the online registration form, catalog, login form, viewing pages, and editing pages to be completed by the USER.

"ANKKA.EU Data" means ANKKA.EU's intellectual property rights and Content provided to the USER under this Agreement, as well as other information from time to time owned or used by ANKKA.EU, embodied or included in the ANKKA.EU Websites or provided by ANKKA.EU to the USER (e.g., tariffs, trends, etc.).

"Content" means all (descriptive) information about styles and trends available on the ANKKA.EU Website, including but not limited to information and descriptions, reviews, metadata, as well as photographs, videos, images.

"CPA" means cost per action.

"USER Data" means the USER's name, address (including email address), credit card details, and other confidential and private information.

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"Researcher" means a visitor to the Websites who has access to the system and uses soles from a predefined catalog to generate Designs.

"Spent Generation" means any generation saved in the Personal Account on or through the ANKKA.EU Websites.

"Intellectual Property Right" means any patent, copyright, invention, database right, design right, registered design, trademark, trade name, brand, logos, service mark, know-how, utility model, unregistered design, or where appropriate, any application for any such right, know-how, trade or business name, domain name (with any (country code) top-level domain, e.g., .com, .nl, .fr, .eu) or other similar right or obligation, whether registered or unregistered, or any other industrial or intellectual property subsisting in any territory or jurisdiction in the world.

"Link" means an embedded icon, object, graphic, or text on a web page or in an electronic message consisting of a hypertext pointer to an ANKKA.EU URL on the USER website(s).

"Frame" means all white label versions of the main ANKKA.EU website that are owned, created, hosted, and maintained by ANKKA.EU. The frame may be marked with the logo "powered by ANKKA.EU".

"Parties" means ANKKA.EU and the USER (each a "Party").

"Websites" means the website(s) of ANKKA.EU and its affiliates and USER affiliates (including USER website(s)) where ANKKA.EU products and services are available.

"Paid Availability Period" is the period (not less than one month) during which a unit of footwear element (sole) is available for use as a basis for generation.

1.2 No Partnership 1.2.1 This Agreement is not intended to create a joint venture or partnership, or a principal and agent relationship between the Parties, and nothing in it or in any arrangements contemplated by this Agreement shall be construed as such. Unless otherwise agreed in writing by the Parties, neither Party shall (i) enter into any contract or incur any liability with any third party as agent for or on behalf of the other Party, (ii) describe or hold itself out as such an agent or in any way impersonate such an agent, or (iii) act on behalf of or represent the other Party in any way or for any purpose.

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1.2.2 Unless otherwise agreed in writing by ANKKA.EU or as otherwise specified in this Agreement, the USER shall not publish any statements, express or implied, that the Website is part of, endorsed by, or is the official website of ANKKA.EU.

## 2. SCOPE OF THIS AGREEMENT

2.1 Non-exclusivity Subject to the terms of this Agreement, the USER acts within the system to generate designs and/or provides parts (soles) for use by other USERS as a basis for generating designs.

2.2 Services 2.2.1 For the duration of this Agreement, the Parties agree that the Service will be provided by ANKKA.EU to the USER as specified in the USER Registration Form and in accordance with the number of paid generations and/or the paid availability period of footwear elements (soles) at the rate specified in Appendix 1.

2.2.2 When generating designs through the System by the USER, ANKKA.EU is not responsible for the elements used by the neural networks and assumes no liability for generation errors, full or partial mismatches, or errors, but guarantees that only saved images will be taken into account when using the generation volume.

2.2.3 The USER is obliged to immediately forward and/or transfer all customer service issues and questions related to the Service, (performance of) the order, and all other relevant (payment) issues, complaints, and questions directly to (the customer service center of) ANKKA.EU and will not provide any additional services in this regard.

2.2.4 The offer of the Service through the Frame does not include the following functionality: temporary tests on ANKKA.EU.

2.3 Link or Frame 2.3.1 If the Service is provided through the Link, the USER shall at its own expense integrate and make the Link available in such prominent place(s), web pages, and in such location, size, and form on the website(s) as mutually agreed by the Parties.

## 3. COVENANTS AND OBLIGATIONS

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3.1 General covenants, obligations, and duties 3.1.1 The USER undertakes not to take or cause to be taken any action that may affect the relationship of ANKKA.EU with other USERS available on the ANKKA.EU Websites.

3.1.3 The USER shall not programmatically evaluate or extract information from any part of the ANKKA.EU Website (e.g., screenshots).

3.1.4 The USER shall not make static copies of the Content or any part of the ANKKA.EU Website.

3.1.5 The USER shall not place any orders on the ANKKA.EU website or USER website for the purpose of resale to or for the benefit of any third party.

3.1.6 ANKKA.EU will provide the USER with a unique link to a secure ANKKA.EU website ("Personal Account"), user ID, and password, which will allow the USER to track all relevant management information provided by ANKKA.EU online. The USER is obliged to ensure the confidentiality and secure storage of the user ID and password and not disclose it to anyone other than those who need to have access to the Personal Account. The USER is obliged to immediately notify ANKKA.EU of any (suspected) breach of security or misuse.

3.2 Protecting goodwill and brand 3.2.1 (c) The USER shall not in any way imitate or copy the ANKKA.EU Websites (in general or with respect to certain (new) functions, pages, form, composition, or aspects).

3.3 Intellectual property rights 3.3.1 The USER acknowledges that ANKKA.EU and/or its licensors retain ownership of all rights, title, and interest in and to all ANKKA.EU Intellectual Property Rights or embodied in the ANKKA.EU Website, including but not limited to the ANKKA.EU logo and Content.

3.3.2 The USER shall not (directly or indirectly) disclose, integrate, incorporate, use, combine, exploit, include, or otherwise make ANKKA.EU Data (or any part thereof) available (a) with its own content and/or the content of any ANKKA.EU Competitor, or (b) for or in the interests of (i) itself (except for the provision of the Service and System in accordance with the terms of this Agreement), or (ii) any third party (whether to promote, market, link to, promote, advertise or otherwise for or to such party), or (c) for any other purpose or in any other manner and/or on or through Third Party Platforms, except as expressly provided in this Agreement. The USER shall not amend, alter, tamper with, distort, create derivative and/or new works

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based on and/or from ANKKA.EU Data, and ANKKA.EU Data shall not contain (direct or indirect) reference, mention, transition, or link to (website of) a ANKKA.EU Competitor. Upon termination or expiration of this Agreement, the USER shall destroy, delete, or at ANKKA.EU's first request return all ANKKA.EU Data (including all hard and soft copies).

3.3.3 By entering into this Agreement, ANKKA.EU does not waive (expressly or impliedly) any of its rights to which it is entitled by law, contract, or otherwise (now or in the future) in respect of ANKKA.EU Intellectual Property Rights.

3.4 Promotion and marketing 3.4.1 During the term of the Agreement, ANKKA.EU shall take actions to promote and recommend, enter into Agreements, and expand the network of USERS for more efficient use of the system and availability of soles for footwear manufacturers.

#### 4. FEES

4.1 Cost of services and time of use 4.1.1 ANKKA.EU sets the cost for each materialized service in accordance with the following table:

Cost of services, time and limits per month

1 generation (4 images) stored in Personal Account .....€ 7.2 1 generation (4 images) without saving.....€ 0

Minimum number of generations for purchase per month.....400 Maximum number of generations for purchase per month.....∞ Uploading and processing one image according to instructions.....€ 50

Cost of placing one image.....€ 50 Minimum number of images for the catalog.....7

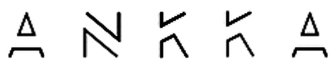
4.1.2 The cost of placement and/or processing may vary depending on the number of images to be processed.

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4.2 Start of placement 4.2.1 ANKKA.EU uses both automatic and manual processing of images that the USER wants to upload to the system. The cost is calculated when the images appear (are uploaded) on the ANKKA.EU server.

4.2.2 The rights to the images belong to the USER, and their placement and use are determined by the USER, except in cases of violation of Rights or Licenses.

4.3 Payment and commission transfer 4.3.1 Copies of paid invoices are stored in the USER's Personal Account. 4.3.2 After the Paid Availability Period expires, the USER will not have access to the images stored in their Personal Account. 4.3.3 ANKKA.EU's obligations include providing services to the USER within the Paid Availability Period paid by the USER. 4.3.4 Payment for services is made in Euro.

## 5. REPRESENTATIONS AND WARRANTIES

5.1 USER Warranties The USER hereby represents and warrants to ANKKA.EU that during the term of this Agreement:

(i) the USER has all necessary rights, title, and authority to own, manage, and use the items to be uploaded to the ANKKA.EU catalog; (ii) the USER Content shall not (a) violate the Spam Rules, public policy and morality, or (b) contain any inappropriate, improper, or illegal content, links, materials, information, references, or banners (e.g., relating to pornography or racism), defamatory statements, elements that violate the privacy of third parties or are offensive, abusive, or obscene; (iii) the USER has and complies with all permits, licenses, and other governmental authorizations necessary to conduct, carry on, and continue its operations and business; (iv) the USER is an independent contractor for all purposes and will be responsible for its own taxes, social security contributions, and all other matters relating to taxation.

5.2 Disclaimers 5.2.1 Except as expressly set forth in this Agreement, neither Party makes any representations or warranties, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including any implied warranty of merchantability or fitness for a particular purpose with respect to such design or style. ANKKA.EU provides the Services on an "as is" and "as available" basis.

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5.2.2 Each Party acknowledges the difficulties inherent in the use of the Internet, in particular, that speed variations and network congestion may cause interruptions and difficulty in accessing the Website. Each Party excludes any liability to the other Party in connection with any (temporary (planned or unplanned) and/or partial or complete) failure or downtime (for maintenance, updates, or otherwise) of the Websites, the Secure Website, the System and/or the Service.

## 6. INDEMNIFICATION AND LIABILITY

6.1 Indemnification Each Party ("Indemnifying Party") shall be liable to and shall indemnify, defend, and hold harmless the other Party ("Indemnified Party") from and against any and all direct loss, damage (excluding any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation), liability, costs, expenses, claims, actions, proceedings of any kind, interest, penalties, litigation, and expenses (including, without limitation, reasonable attorneys' fees and costs) actually paid, incurred, or suffered by the Indemnified Party as a result of:

(i) a breach of this Agreement by the Indemnifying Party, or (ii) any claim by a third party based on any (alleged) infringement of a third party's intellectual property right by the Indemnifying Party.

6.2 Maximum Liability 6.2.1 Unless otherwise provided in this Agreement, the maximum aggregate liability of a Party for all claims made against such Party by the other Party under or in connection with this Agreement during any year shall not exceed the aggregate subscription or placement value received or paid by such Party in the preceding year, or €90,000 (whichever is greater), except in the case of fraud or willful misconduct by the indemnifying party, in which case no limitation of liability shall apply to such indemnifying party.

6.3 Third Party Claim In the event of a third-party claim, the Indemnifying Party shall promptly notify the other Party, and the Parties shall act in good faith and use commercially reasonable efforts to consult, cooperate, and assist each other in the defense and/or settlement of such claim, while the Indemnifying Party shall have the right to accept the claim and assume the defense and settlement (after consultation and agreement with the Indemnified Party and with due regard to the interests of both Parties), and neither Party shall make any admissions, file any papers, consent to the entry of any judgment, or enter into any compromise or settlement without the prior written consent of the other Party (which shall not be unreasonably withheld, delayed, or conditioned).

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6.4 Disclaimer for consequential loss etc. In no event shall either Party be liable to the other Party for any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claims, or any indirect, special, punitive, incidental, or consequential loss or damage, whether such loss is claimed for breach of contract, tort, or otherwise. All such losses and damages are hereby expressly disclaimed.

## 7. TERM, TERMINATION, AND SUSPENSION

7.1 Term, termination, and suspension 7.1.1 Unless otherwise agreed, this Agreement shall commence on the date of its execution for an indefinite period.

7.1.2 Either Party may terminate this Agreement with immediate effect at any time and for any reason by giving written notice to the other Party. Termination does not provide for a refund and/or return of (suspended) subscription.

7.1.3 Either Party may terminate this Agreement or suspend the operation of this Agreement against the other Party with immediate effect and without the need for a notice of default in the event of:

(a) a material breach by the other Party of any term of this Agreement; (b) (the filing of a petition for) bankruptcy or suspension of payments (or similar action) in respect of the other Party, or (c) a (direct or indirect) change of control in respect of the other Party.

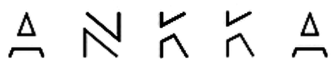
7.1.4 This Agreement shall automatically terminate if no Materialized transaction has been concluded for 24 consecutive months.

## 9. CONFIDENTIALITY

Each Party agrees that: (a) all Confidential Information remains the exclusive property of the disclosing Party, and the receiving Party shall not use any Confidential Information for any purpose other than the performance of this Agreement; (b) it shall maintain and use reasonable methods to cause its employees, officers, agents, contractors, and advisors ("Permitted Persons") to maintain the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information for the purpose of performing this Agreement; (d) it shall not and shall use reasonable methods to ensure that Permitted Persons shall not (i) copy, publish, transmit,

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reproduce, divulge, disclose or make available Confidential Information to any third party, or (ii) use or hold it in any non-secure retrieval system or database (other than pursuant to this Agreement); and (e) it shall return or destroy all ((hard and soft) copies) of Confidential Information at the other Party's written request.

9.3 Permitted Disclosure Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's possession prior to the date of this Agreement; (iii) was disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; or (iv) is required to be disclosed pursuant to law, court order, subpoena, or governmental authority.

9.4 Customer Data The Parties agree to use commercially reasonable efforts to maintain the confidentiality and integrity of Customer Data and to protect it from unauthorized use or disclosure. The Parties agree to comply with Directives 85/46/EC and 2002/57/EC on the processing of personal data and the protection of privacy.

## 10. MISCELLANEOUS

10.1 Notices 10.1.1 All notices and communications shall be in the English language, in writing, and sent by facsimile or recognized national overnight courier within twenty-four hours to the appropriate facsimile number or address specified in this Agreement. Notices shall be deemed to have been given and received upon the successful transmission of the facsimile or one business day following the date of delivery by recognized overnight courier.

If to ANKKA.EU: Email: **@ankka.eu If to the USER:** \_\_\_\_\_@.\_\_\_\_\_

Any notice or communication to be given to the USER hereunder shall be sent to the email address provided by the USER in the USER Registration Form. 10.1.2 The USER shall clearly indicate in all correspondence (e.g., in the link or in the subject line) the USER identification number assigned to it.

10.2 Covenants and Obligations 10.2.1 Each Party shall, at its own cost and expense, use all reasonable endeavors to take or procure to be taken all such steps, do or procure to be done all such things reasonably required by applicable law or reasonably requested by ANKKA.EU, and execute and deliver such assignments, transfers, deeds, instruments, and other documents as may be reasonably required to carry out the provisions of or fulfill its obligations under or pursuant to this Agreement; and

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10.3 Entire Agreement 10.3.1 This Agreement (including the schedules, appendices, and exhibits which form an integral part of this Agreement) constitutes the entire agreement and understanding between the Parties with respect to its subject matter and supersedes and cancels all prior agreements, understandings, ((non)binding) proposals, commitments or representations in respect of such subject matter.

10.3.2 This Agreement is made for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement is intended to confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided in this Agreement.

## 11. GOVERNING LAW AND JURISDICTION

11.1 Governing Law This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

11.2 Jurisdiction Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the competent court in \_\_\_\_\_.

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