

# Terms and conditions for Subscription to BeMyEye Services

Version of 09 August 2021

## BACKGROUND & INTRODUCTION

This Contract is posted on the web at the url <https://bemyeye.com/wp-content/uploads/2021/08/20210809-Subscription-Contract-clean.pdf> and is referenced in an Order Form signed by:

“**BeMyEye**”, BeMyEye UK Ltd, 6-8 Tokenhouse Road, EC2R 7AS, London, United Kingdom, a subsidiary of the BeMyEye Group;

“**Client**”, the company whose details appear on the Order Heading in fields “Customer’ Legal Name”, “Customer’s Legal Address” and “Customer’s VAT”.

BeMyEye and the Client shall together be referenced as the “**Parties**”. By signing the Order Form, the Parties agree on the entire content of this Contract.

BeMyEye provides combinations of services belonging to:

- crowdsourced in-store data (“**Crowd Services**”);
- Image recognition processing applied to shelves layouts (“**Image Recognition Services**” or “**IR Services**”);
- a field salesforce productivity mobile app (“**Compass Audits**”).

The above services are delivered via BeMyEye’s website (“**Dashboard**”) and mobile app (“**Compass Analytics**”).

The Client is subscribing to a specific combination of services summarized in the Order Form (“**Services**”) during the period between the Order Start Date and the Order End Date on the terms and conditions set out in this Contract and for a total consideration equal to the Order Amount.

## CONTRACT

- A. This Contract is entered into between the Parties for the provision of the Services by BeMyEye (or by a company belonging to the BeMyEye Group) to the Client subject to the following terms and conditions (“**Conditions**”).
- B. BeMyEye and the Client agree to be bound by the Conditions and this Contract in respect of the supply of the Services by BeMyEye to the Client which,

together with the Order Form and all Annexes, shall form part of this Contract.

- C. Save for clause D below, this Contract contains the whole agreement between the Parties and supersedes any prior arrangements, written or oral agreements between the Parties regarding the subject matter of this contract.
- D. Clause C shall not apply for the following agreements, if any.
  - If a Master Service Agreement (“**MSA**”) was signed among the Parties, such MSA shall remain valid. In case of conflicting provisions between the MSA and this Contract regarding the provisions under section 3 (Fees and invoicing frequency) or section 4 (Early termination), sections 3 and 4 of this Contract shall prevail. In case of conflicting provisions between the MSA and this Contract regarding provisions not managed in section 3 or section 4, the MSA shall prevail.
  - If the Client signed with BeMyEye another contract for the provision in parallel of other services (“**Parallel Contract**”), such contract shall remain valid as long as it does not conflict with this Contract. In case of conflicting provisions between the Parallel Contract and this Contract, the latter shall prevail.
  - If a tailored non-disclosure agreement was signed among the Parties (“**Parallel NDA**”) such Parallel NDA shall remain valid. In case of conflicting provisions between the Parallel NDA and this Contract, the Parallel NDA shall prevail.
- E. The Client engages BeMyEye to provide the Services on the terms of the Contract. The Client acknowledges that it has read the Contract and the Conditions and understands and agrees to be bound by them.

## TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

### 1. DEFINITIONS AND INTERPRETATION

1.1. The capitalized terms, words and phrases used in this Contract and Conditions are defined words which have special meanings that can be found in the Glossary in Appendix 1 (if not earlier defined in the body of the Contract or Conditions).

## 2. THE SERVICES

2.1. BeMyEye shall provide the Services to the Client subject to these Conditions. All proposals made, quotations given, instructions accepted and contracts entered into by BeMyEye with the Client or with any other person for the supply of the Services are subject to these Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Client or any person.

2.2. The Services shall be provided in accordance with the Order Form and these Conditions. BeMyEye shall be entitled in its sole discretion to provide the Services through any of the Eyes, any particular subsidiary of the BeMyEye Group, employee, consultant, subcontractor or personnel at any time during the term of the Contract. Any changes or additions to the Services, the Appendixes or these Conditions must be agreed in writing by BeMyEye and the Client.

2.3. The Client shall at its own expense supply BeMyEye with all necessary Documents or any other materials needed to provide the Services within sufficient time to enable BeMyEye to effectively and properly comply with the Contract.

2.4. BeMyEye may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable commercial, compliance, regulatory or other statutory requirements, or which do not materially affect the nature or quality of the Services.

2.5. The Client shall afford to BeMyEye all reasonable cooperation in all matters relating to the performance of BeMyEye's obligations under the Contract. In particular but without limitation to the provision of Clause 2, the Client shall:

- a) promptly and as fully as reasonably practicable respond to all communications of BeMyEye relating to the provision of the Services;
- b) ensure that appropriate and suitably qualified members of the Client's staff including the Authorized Representative are at all reasonable times available to liaise with BeMyEye on matters relevant to the provision of the Services;
- c) supply to BeMyEye free of charge for the purposes of the provision of the Services such reasonably required assistance as BeMyEye may reasonably require in connection with the provision of the Services;
- d) obtain all necessary licenses and consents required to enable BeMyEye to properly and lawfully provide the Services in accordance with the Project Specifications;

e) in case of Crowd Services, advise BeMyEye of any rules and regulations which are then in force for the conduct of persons at the Locations or the Client's or relevant premises in connection with the Services and Project Specification.

2.6. The provision of services is not exclusive to the Client or others and BeMyEye is and remains at liberty to also provide all of its services to third parties.

2.7. BeMyEye will provide the Services set out in the Order Form with reasonable skill and care. As an independent service provider, BeMyEye will not be subject to direction or control of the Client, and itself accepts the responsibility for the proper provision of Services.

## 3. FEES AND INVOICING FREQUENCY

3.1. The Client acknowledges that the Services are provided via a subscription. The Services and the total Order Amount are divided in the "Subscription Fees" and "Timeframes" listed in section Order Details. Each Timeframe is defined by the "Timeframe Start Date" and "Timeframe End Date" stated in in section Order Details.

3.2. Each Subscription Fee generates the right of the Client to benefit from the "Items" listed in section Subscription Fee Details for up to the quantities stated therein during the corresponding Timeframe.

3.3. All prices and amounts listed in sections Subscription Fee Details and Order Details do not include VAT.

3.4. The Parties acknowledge that the commitment of the Client in this Order Form and Contract is for the entire Order Amount which is split into multiple Timeframes and Subscription Fees just for operational purposes.

3.5. Prior to each Timeframe Start Date, the Client shall issue a purchase order ("PO") for an amount equal to the corresponding Subscription Fee. In case such PO states clauses that are in contradiction with the terms of this Contract and Order Form, such contradicting clauses shall be deemed invalid by both Parties. In case, as per Client's procedures, the issue of a PO is not required for purchases, this clause 3.5 shall be waived.

3.6. At each Timeframe Start Date, BeMyEye shall issue an invoice for the corresponding Subscription Fee mentioning, if needed, the relevant PO. VAT shall be added if regulations require so.

3.7. Each of BeMyEye's invoices shall have payment terms equal to those appearing in the section Order Heading.

3.8. If the Client requires a special procedure to be followed by BeMyEye before an invoice can be accepted, the Client warrants that this was disclosed prior to the

preparation of this Order Form and that such procedure is briefly summarized in the Order Heading.

3.9. If, at the Timeframe End Date, the Client consumed less quantities of Items than those included in the Subscription Fees Details, no credit nor refund shall be provided by BeMyEye unless an SLA Breach took place and an SLA Breach Procedure is followed.

3.10. If, at the Timeframe End Date, the Client believes that a SLA Breach took place, then the following procedure shall be followed.

- a) The Client shall trigger the SLA Breach Procedure.
- b) BeMyEye shall calculate the **"Timeframe Credit"** defined in Appendix 3 and issue a credit note for such amount. VAT shall be added if regulations require so.
- c) If a Timeframe is affected by this clause 3.10, the following Timeframes, if any, shall remain valid unless a Termination Request For SLA Breach was submitted by the Client as per procedure in clause 4.2.

3.11. If, during the provision of the Services, the Client asks to increase the quantities for some or for all the Items in a Timeframe, an additional order shall be agreed among the Parties for the additional quantities.

3.12. If, during the provision of the Services, the Client does not purchase additional quantities as per 3.11 but instructs BeMyEye to produce quantities in excess versus those listed in Subscription Fee Details, then the following procedure shall take place.

- a) At the Timeframe End Date, BeMyEye shall consider the resulting quantities in excess and apply the Unit Prices listed in Subscription Fee Details after increasing them by the percentage appearing in section "Unit Price increase for Overproduction" of the Order Heading. The resulting amount shall be named **"Overproduction"**.
- b) BeMyEye shall communicate the Overproduction to the Client which shall promptly issue a PO for such amount (if a PO is needed as per Client's procedures).
- c) After receiving the PO (if a PO is needed as per Client's procedures) BeMyEye shall immediately issue an invoice for the Overproduction having payment terms equal to those appearing in the section Order Heading. VAT shall be added if regulations require so.

3.13. The Client acknowledges that the Timeframe Start Dates and Timeframe End Dates appearing in section Order Details may not be changed during the provision of the Services.

3.14. The amounts invoiced as per 3.6, 3.10 and 3.12 shall be referred as **"Fees"**. BeMyEye reserves the right to withhold provision of the Services or any other services,

products and resources if Fees are not paid on the due date.

3.15. If payment of the Fees is not made entirely on the due date, BeMyEye shall be entitled, without limiting any other rights it may have, to charge interest (and raise an invoice) on the outstanding amount (both before and after any judgment) at five per cent (5%) annual compound interest.

#### 4. EARLY TERMINATION

4.1. The engagement of BeMyEye and the Client under the Contract shall commence on the Order Start Date and terminate on the Order End Date. The only circumstances under which the Contract can be terminated prior to the Order End Date are listed in this clause 4.

4.2. **"Early Termination for SLA Breach"**. During the provision of the Services, in case the SLA in Appendix 3 is repeatedly and materially not matched by BeMyEye, the Client can ask to terminate the Contract before the Order End Date via the following procedure:

- a) the client shall send a **"Termination Request For SLA Breach"** to the email address [finance.uk@bemyeye.com](mailto:finance.uk@bemyeye.com) and to the Point of Contact appearing in the Order Form;
- b) the Parties shall agree in good faith the details of the activities to be performed during the Remedy Period;
- c) If at the end of the Remedy Period, the Services are still materially below the SLA, then the Parties shall agree in good faith an Early Termination Date in order to allow the completion and delivery of running activities.
- d) If the Early Termination Date falls between a Timeframe Start Date and a Timeframe End Date, at the Early termination Date, BeMyEye shall calculate the fraction of unused Subscription Fee. BeMyEye shall issue a credit note for the above amount.
- e) For the Timeframes starting after the Early Termination Date, no Fees shall be due by the Client.

4.3. **"Early Termination for Client's Breach"**. In case; i) the Client fails to provide the collaboration needed by BeMyEye in order to produce the Services and/or ii) fails to provide the materials listed in Appendix 2, and/or iii) BeMyEye claims outstanding invoices with a due date passed since more than 30 days, then BeMyEye shall have the right to send to the Client a **"Termination Request for Client's Breach"**. In such a case the following provisions shall apply.

- a) The Parties shall have a conference call within 7 working days and agree in good faith the actions to improve the collaboration.

b) If the Client is not available to have the above call or if, after 30 days from the call, the reasons that led to the Termination Request for Client's Breach are still unsolved, then a **"Termination Notice for Client's Breach"** shall be sent by BeMyEye to the Client.

c) If a Termination Notice for Client's Breach is served, the Early Termination Date shall be set at the closest Timeframe End Date. For such relevant Timeframe the provisions of clauses 3.9 and 3.12 shall remain valid.

d) All the remaining Subscription Fees listed in Order Details, if any, shall be invoiced by BeMyEye at the Early Termination Date.

4.4. **"Early Termination for Contract Breach"**. A non-defaulting Party may terminate the Contract with immediate effect by notice to the other party on or at any time after the other defaulting party being in material or persistent breach of any provision of the Contract and, if the breach is capable of remedy, failing to remedy the breach within 30 days (or such longer period as the initiating party may stipulate) after receipt of written notice from the initiating party giving details of the breach. In the circumstance of an Early Termination for Contract Breach, the Parties shall agree to set the Early Termination Date to the closest Timeframe End Date or in any case within 30 days after receipt of written notice from the initiating party giving details of the breach. The provisions of clauses 3.9 and 3.12 shall remain valid.

4.5. **"Early Termination for Default"**. The Contract shall terminate as soon as practicable by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction). In the circumstance of an Early Termination for Default, the Parties shall agree to set the Early Termination Date to the closest Timeframe End Date or in any case within 30 days from the Parties meeting. The provisions of clauses 3.9 and 3.12 shall remain valid.

4.6. Any termination of the Contract pursuant to this clause 4 shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract and Conditions or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Any rights or obligations of a continuing nature shall survive termination of the Contract.

4.7. Upon termination of the Contract for whatever reason:

a) all outstanding Fees owed by the Client to BeMyEye shall immediately become due and payable; and

b) subject as otherwise provided by these Conditions to any rights or obligations which have accrued prior to termination, neither party shall have any further obligations to the other under the Contract.

## 5. DATA PROTECTION AND DATA PROCESSING

5.1. All provisions under data protection and processing are regulated in Appendix 4.

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1. The Parties acknowledge that BeMyEye is the sole owner of all and any intellectual property rights, works of authorship and materials developed, written, produced and prepared by BeMyEye, in whatever media, in relation to or arising from the performance of the Services and of the Contract, and the IP Rights capable of subsisting therein remains the exclusive property of BeMyEye.

6.2. Unless otherwise agreed in writing by the Parties, the information and data collected in the course of the activity and Services is and shall be the property of BeMyEye which, by virtue of the Contract, grants unlimited use to the Client. The Client acknowledges and agrees that BeMyEye has the right to use such information and data on an aggregate basis and without specific reference to the Client's brand and products, unless expressly agreed in writing by the Client.

6.3. BeMyEye grants to the Client a non-exclusive and non-transferable license to use all IP Rights developed for the Client pursuant to the Services provided to the Client for the sole identified purpose relating to the Client's business or operations.

6.4. The Client shall have no rights whatsoever in respect of BeMyEye's development tools or methodology in respect of the Services or its provision, BeMyEye may in its sole discretion grant the Client a non-exclusive and non-transferable license to use BeMyEye's development tools or stock in trade for the sole identified purpose relating to the Client's business or operations if required.

6.5. The Client warrants to BeMyEye that the Client is the sole rights holder or owner of, or is duly authorized in writing by the owner to use, any trademark or name requested or allocated as the domain name of the Client's website and further that, neither its use or registration constitutes or will constitute an infringement of any third party's IP Rights. The Client shall, without prejudice to any other right of action which BeMyEye may have, at all times

keep the BeMyEye fully and effectively indemnified against any liability (which liability shall include, without limitation, all losses, costs, claims, expenses, demands, actions, damages, legal and other fees and expenses on a full indemnity basis) which BeMyEye may suffer or incur as a result of, or by reason of, any breach of the warranty provided in this Clause.

6.6. For the avoidance of doubt, the Client acknowledges that it shall not have, acquire or be entitled to any IP Rights of BeMyEye and any ideas, concepts or materials disclosed, pitched or presented by BeMyEye to the Client in any event that are not subsequently used by the Client under the terms of the Contract. The Client shall be in breach of this Contract if it uses, or allows any ideas, concepts or materials created and disclosed to it by BeMyEye to be used by any third-party competitor of BeMyEye.

## 7. CLIENT MATERIAL AND BEMYEYE MATERIAL

7.1. The property and any copyright or other intellectual property rights in any Client Material shall belong to the Client and in any BeMyEye Material shall belong to BeMyEye. Such rights are subject only to any right set out in these Conditions for the other party to use the relevant Client Material or BeMyEye Material (as the case may be).

7.2. The Client warrants that any Client Material and its use by BeMyEye for the purpose of providing the Services will not infringe the copyright, IP Rights or other rights of any third party and the Client shall indemnify BeMyEye (on a full indemnity basis) against any loss, damages, costs, expenses or other claims arising from any such infringement. The Client acknowledges that BeMyEye shall place reliance on the Client Material and shall also indemnify BeMyEye in respect of any loss, liability or claim arising out of reliance on the Client Material.

7.3. Subject to Clause 7.2 above, BeMyEye warrants that any BeMyEye Material and its use by the Client for the purposes of utilizing the Services, will not infringe the copyright of any third party.

7.4. BeMyEye shall have no liability for any loss or damage to the Client Material, however caused. The Client shall ensure the accuracy of all Client Material.

7.5. Where pre-existing works are incorporated in the Delivery, the Client has non-exclusive world-wide royalty free license to use, modify and distribute such pre-existing works, but only as part of the Delivery. All other rights in the pre-existing works are reserved. Subject to that, all rights in any Delivery pass to the Client upon payment of all the Fees due to BeMyEye which relate to that Delivery.

7.6. Save as otherwise provided, any IP Rights in any Client Material provided by the Client shall belong to the Client, and the IP Rights in any software, specifications, material, procedures, data or IP Rights of BeMyEye used in the preparation of or which is embedded within the Delivery shall remain the property of BeMyEye.

7.7. In consideration of the Client paying to BeMyEye the Fees, BeMyEye grants to the Client a non-exclusive, non-transferable license to use all and any of BeMyEye's specified software (if any), material, procedures or data embedded in the Delivery only in conjunction with the license granted under these Conditions (and any renewal of the license).

## 8. SERVICE WARRANTIES AND LIABILITY

8.1. BeMyEye warrants to the Client that the Services will be provided using the reasonable care and skill and, as far as reasonably practicable, in accordance with the Project Specifications.

8.2. BeMyEye shall use reasonable care in provision of the Services to provide accurate results but shall in no circumstances be responsible for the circulation, description, presentation, use or consumption of the results of the Delivery by the Client.

8.3. BeMyEye shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Client Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

8.4. Except in respect of death or personal injury caused by BeMyEye's negligence, BeMyEye shall not be liable to the Client by reason or any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect or special loss or any Consequential Loss, damage, costs, expenses or other claims (whether caused by the negligence of BeMyEye, its employees or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Client. The entire liability of BeMyEye under or in connection with the Contract and the Services (except in respect of death or personal injury caused by BeMyEye's negligence) shall not in any event exceed the amount of the Fees paid to BeMyEye for the provision of the Services for the preceding six (6) month period.

8.5. The Client shall indemnify and keep fully indemnified BeMyEye and its officers, staff, licensees, agents, successors and assigns from and against all claims, actions, demands, costs (including legal fees and

expenses) losses or liability arising out of or in respect of any statements, representations, documents provided, claims or other indications whatsoever made, given or provided by BeMyEye on behalf of the Client on the Client's instructions, written approval or express agreement.

8.6. Liability of BeMyEye in connection with the performance of its obligations under the Contract or in relation to the Services or the work done shall in no circumstances extend to Consequential Loss.

8.7. BeMyEye shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any exercise of BeMyEye's rights or remedies under the Contract including without limitation the suspension of access to the Client's portal or site or deletion, corruption, loss or removal of data, files or material stored on the Client's site or removal of the Client's site from the server

8.8. Where BeMyEye supplies in connection with the provision of the Services any goods (including BeMyEye Material) or services supplied by a third party, BeMyEye does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, transfer as necessary to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or services to BeMyEye.

8.9. If tailored methods for collecting the data or information are established or specifically requested by the Client and accepted by BeMyEye in connection with the Project Specifications or the Services, the Client represents, undertakes and guarantees that all such methods do not violate any law or in breach of any agreement in force between the Client and third parties. The Client undertakes to hold harmless BeMyEye and in any case to hold BeMyEye free from any loss, cost, liability, sanction, and/or claim for damages from third parties that may be suffered or incurred by BeMyEye from the execution of the activities in the manner requested by the Client.

8.10. The Client undertakes to indemnify, defend and hold harmless BeMyEye and its affiliates, employees, agents, subcontractors from and against any loss, expense, cost (including reasonable legal fees), liability, damage or claim of third parties in respect of: (i) false representations or breaches by the Client of guarantees and provisions of Contract; (ii) use by the Client of the results of the Services including circulation, description, presentation, use or consumption of the results of the Delivery by the Client; (iii) fraud or gross negligence of the Client; and (iv) failure to comply with the terms and conditions set out in the Contract by the Client.

8.11. Unless expressly provided in these Conditions and with the exception of any rights which the Client may

have under applicable law, all other warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

8.12. The Client accepts that the limitations and exclusions set out in this clause and the Contract are reasonable having regard to all the circumstances.

## 9. AUTHORISED CONTRACT REPRESENTATIVE

9.1. If requested by BeMyEye or agreed with the Client, the Client shall appoint an Authorized Representative for the purposes of the Contract and references to the Authorized Representative shall be to the person(s) or representative(s) whose names are set out in the Contract. In the performance of the Services or in connection with the Contract, BeMyEye shall be entitled to rely on any instructions, authorization, approval or decision of an Authorized Person including in undertaking any act or thing which BeMyEye is required or authorized to take or do under the Contract.

## 10. CONFIDENTIALITY

10.1. Each party agrees to keep confidential all Confidential Information obtained from the other both pursuant to the Contract and prior to and in contemplation of it and all other information that it may acquire from the other in the course of the Contract, to use such Confidential Information exclusively for purposes of or as contemplated by the Contract and to disclose such information only to those of its employees and sub-contractors pursuant to the Contract to whom and to the extent that such disclosure is reasonably necessary for the purposes of or as contemplated by the Contract.

10.2. The foregoing clause shall not apply to any information which:

- a) prior to the receipt from one party was in the lawful possession of the other without any restriction on its disclosure or use; or
- b) is subsequently lawfully disclosed to the recipient party without any obligations of confidence by third party who has not derived it directly or indirectly from the other party; or
- c) is or becomes generally available to the public through no act or default of the recipient party; or
- d) is required to be disclosed by and order of a Court of competent jurisdiction.

10.3. Each party shall procure that all of its employees, agents and sub-contractors who have access to any Confidential Information of the other shall be made aware of and subject to obligations in all respects consistent with

the above obligations against such employees, agents and sub-contractors.

10.4. For the avoidance of doubt, the Client acknowledges that during the Contract it may have access to and be entrusted with BeMyEye's Confidential Information. The Client undertakes that it shall not during or after this Contract divulge to any person whomsoever or otherwise make use of (and shall use its best endeavours to prevent the publication or disclosure of) any BeMyEye Confidential Information.

10.5. The Client also undertakes not to disclose under any circumstances the exclusive methods used by BeMyEye for the execution of its commercial activities, the Project Specifications or the Services whether they are owned and / or licensed.

10.6. The information provided by the Client to BeMyEye in relation to the activities and Services shall be deemed Confidential Information if so marked and if not already in the public domain and BeMyEye undertakes not to disclose the content to third parties. BeMyEye further undertakes, unless previously authorized, not to disclose to third parties the identity of the Client, save as provided in these Conditions or in the Project Specifications.

10.7. In case of provisioning of Crowd Services, it is acknowledged by and between the Parties that, given the mobile crowdsourcing methodology, the information transmitted to the Eyes for the sole purpose of data collection cannot be considered confidential.

10.8. The provisions of this clause shall survive the expiration or termination of this Contract.

## 11. GENERAL

11.1. Entire Agreement. Save for cases listed in section D, these Conditions (together with the terms, if any, set out in the Contract and/or in the Order Form and/or in the Appendixes) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

11.2. Notice. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.3. Service provision. BeMyEye may employ sub-contractors for carrying out any part of the Services. BeMyEye shall be entitled at all times in the absolute discretion to decide the number of and which of the Eyes

or its employees or consultants shall provide the Services on behalf of BeMyEye.

11.4. Force Majeure. BeMyEye will endeavour to undertake the work to the best of its ability and on reasonable endeavours using current industry best practice (subject to resources available to it) but shall not in any circumstances be responsible for factors outside its control. BeMyEye shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any force majeure event, delay in performing, or any failure to perform, any of BeMyEye's obligations in relation to the Services, if the delay or failure was due to any cause beyond BeMyEye's reasonable control. Without prejudice to the generality of the foregoing, force majeure events or circumstances beyond BeMyEye's reasonable control shall include act of God, pandemic, explosion, flood, tempest, fire or accident, war or threat or war, unavailability of power or transportation, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, unavailability of deliveries, software or other industrial actions or trade disputes (whether involving employees of BeMyEye or of a third party).

11.5. Waiver. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.6. Severance. If any provision of the Contract and these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

11.7. Third Party Rights. No third-party rights are intended to be conferred or created by the Contract or any Appendix except as otherwise provided or expressly intended by this Contract (including in respect of rights acquired by the Subsidiaries or any of them). Except as otherwise referred to or intended in these Conditions, no person who is not a party to the Contract shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms. BeMyEye shall enter into this Contract on its own behalf (and be entitled to have entered into this Contract) and on behalf of all or any of the companies in the BeMyEye Group who shall also be entitled to enforce the terms of this Contract.

11.8. Partnership. Nothing in the Contract is intended to or shall give rise to any relationship of partnership, employment, agency or profit sharing in the nature of

partnership between the Parties or of joint venture or that of agency.

11.9. Counterparts. This Contract is effective following its acceptance by both Parties by signature. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party.

11.10. Variation and Assignment. This Contract may only be varied in writing signed by authorized signatories on behalf of each of the Parties. The Contract is personal to the Client and the Client shall not, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract. BeMyEye shall be free to transfer the contract to any of the companies in the BeMyEye Group.

11.11. Conflicts. Where the provisions of the Order Form or Annexes conflict with the provisions of these Conditions the provisions of the Order Form or Annexes shall prevail.

11.12. Ambiguities. Any ambiguities or conflict between the provisions of the Contract and the Conditions or any other document will be construed and resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the Parties at the time of execution of the Contract and adopting the meaning which to the greatest extent achieves or relates to the Parties commercial objectives and intentions at the time of execution of the Contract. In the absence of resolving any ambiguities or conflict, the provisions of these Conditions as set out in clause 12 (alternative dispute resolution) shall apply.

11.13. Governing Law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.14. Jurisdiction. The Client for the benefit of BeMyEye irrevocably submits to and agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Notwithstanding the foregoing, nothing in this Contract and Conditions shall prevent BeMyEye from commencing or progressing proceedings in any other court of competent jurisdiction, whether concurrently or not.

## 12. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

12.1. If any dispute or difference arises out of or in connection with the Contract which the Parties to this Contract are unable to resolve by negotiation ("**Dispute**"),

the Parties shall seek to resolve the Dispute amicably by using the following procedure.

12.2. The Parties shall submit the Dispute to an independent mediator ("**Mediator**") appointed by agreement between the Parties to assist them in resolving the Dispute. Any Party may give written notice to the other describing the nature of the Dispute, requiring the Dispute to be submitted to a Mediator and proposing the names of up to three (3) suitable persons to be appointed. If no such Person is appointed by agreement between the Parties within seven (7) days after such notice is given (or, if no such notice is given, within fifteen (15) days after the Dispute has arisen), any party may request any of the ADR Group Limited or Centre for Effective Dispute Resolution, or any other alternative ADR service provider to appoint the Mediator.

12.3. The Parties shall, with the assistance of the Mediator, seek to resolve the Dispute by using an alternative dispute resolution ("**ADR**") procedure agreed between the Parties or, in default of such agreement, established by the Mediator.

12.4. If the Parties reach agreement as to the resolution of the Dispute, such agreement shall be recorded in writing and signed by the Parties (and, if applicable, the Mediator), whereupon it shall become binding upon the Parties.

12.5. If: (a) the Dispute has not been resolved to the satisfaction of all Parties within forty-five (45) days after the appointment of the Mediator; or (b) any Party fails or refuses to agree to or participate in the ADR procedure; or (c) the Dispute is not resolved within sixty (60) days after it has arisen, then the Parties shall be free to litigate in accordance with governing law and jurisdiction clause.

12.6. In the event that the Dispute is litigated the Mediator shall not, unless the Parties all agree otherwise, take any part in the proceedings, whether as witness or otherwise, and no aspect of the ADR procedure, including any recommendations made by the Mediator in connection with the ADR procedure, shall be relied upon by any Party without the prior written consent of the other Parties and the Mediator.

12.7. The costs and fees of the Mediator, the ADR service provider and any neutral venue shall be borne equally by the Parties unless otherwise expressly agreed or specified by the Mediator. The Parties shall bear their own costs of all other aspects of the ADR procedure or dispute resolution and management of the operation of the Contract.

\* \* \*

This Contract includes:  
Appendix 1 – Glossary

Appendix 2 – Specifications  
Appendix 3 – Service Level Agreement  
Appendix 4 – Data Processing  
Any other addendum mentioned in Order Notes

## Appendix 1 – Glossary

In these Conditions the following words and phrases shall have the following meanings unless the context requires otherwise.

“Authorized Representative” is the authorized representative appointed by the Client and/or noted in the Contract for the purposes of clause 9 of these Conditions.

“BeMyEye Group” means the following companies:

- BeMyEye Holdings Ltd (UK)
- BeMyEye UK Limited (UK)
- BeMyEye Italy S.r.l (Italy)
- BeMyEye France S.a.S (France)
- BeMyEye DE GmbH (Germany)
- BeMyEye Spain S.L. (Spain)
- Streetbee Holdings LLC (Russia)
- Streetbee Hive LLC (Russia)
- Any other company fully owned by BeMyEye Holdings that might be incorporated or acquired prior to the Order End Date.

“BeMyEye Material” is the Delivery, any Documents or other materials, ideas, concepts, and any data or other information provided by BeMyEye relating to the Services.

“Client Material” is any Documents or other materials, and any data or other information provided by the Client relating to the Services.

“Confidential Information” is all information passing from one party to the other party (whether disclosed before or after the date of the Contract) relating to the business and affairs of the disclosing party, including but not limited to trade secrets or proprietary information, research, drawings, know-how, techniques, source and object code, financial information, business and marketing plans or identified business and opportunities or growth opportunities and projections, arrangements and agreements with third parties, customer information and information proprietary to customers or Eyes (as the case may be), suppliers, agents, Eyes, shareholders, officers, distributors, employees, prospects, formulae, methodologies, concepts not reduced to material form, designs, plans and models.

“Consequential Loss” shall for these purposes mean (i) pure economic loss, (ii) loss of profits (whether categorized as direct or indirect), (iii) losses arising from business interruption, (iv) loss of business revenue, goodwill, anticipated savings, (v) losses whether or not occurring in the normal course of business, wasted administrative or staff time, (vi) loss or corruption of data, (viii) or any third-party loss.

“Contract” is the contract for the provision of the Services including the Conditions together with the Order Form and the Annexes.

“Data Protection Legislation” means (i) the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK or, if applicable, in any other relevant jurisdiction, as the case may be; (ii) any successor legislation to the GDPR or the Data Protection Act 1998 in the UK or if applicable, in any other relevant jurisdiction, as the case may be.

“Delivery” has the meaning ascribed to it in Appendix 2.

“Document” includes, in addition to a document in writing, any email, file, database, source code, map, plan, graph, drawing or photograph.

“Early Termination Date” means the termination date of the Contract prior to Order End Date in case any of the clauses 4.2, 4.3, 4.4, 4.5 is triggered.

“Eyes” means, in case of Crowd Services, the on-demand crowd of smartphone users using the BeMyEye app to collect actionable insights on behalf of BeMyEye for a client of BeMyEye.

“Fees” means the amounts invoiced as per 3.6, 3.10 and 3.12.

“IP Rights” mean all intellectual property rights anywhere in the world (including present and future intellectual property rights, any application and whether registered or unregistered) relating to any Confidential Information, any business and trade names and logos, domain names, website look and feel, get up rights, copyright, database rights, patents, trade or service marks, designs, and design rights, software, data, image, generic rights, software programs and source code, all other proprietary rights and privileges (with all rights in the nature of unfair competition and with the right to sue for damages for past infringement) and all variations, modifications or enhancements to each of them together with any application, extension, renewal or right to apply for registration or protection of those rights.

“Locations” means the list of locations that are eligible to be visited by the Eyes for collecting the data.

“Order Amount” means the amount set out in the Order Heading.

“Order Details” means the third section of the Order Form.

“Order End Date” means the date set out in the order Heading next to the corresponding label.

“Order Form” means BeMyEye’s quotation for the provision of the Services and is made of sections Order

Heading, Subscription Fee Details, Order Details and Order Notes.

“Order Heading” means the first section of the Order Form.

“Order Notes” means the fourth section of the Order Form.

“Order Start Date” means the date set out in the order Heading next to the corresponding label.

“Project Specifications” means the combination of Services set out in the Order Heading (Crowd and/or IR and/or Compass Audits) together with the Subscription Fee Details, Order Details, List of KPIs and List of Categories (if applicable) appearing in the Order Form.

“Remedy Period” means the timeframe following a Termination Request For SLA Breach and lasting 60 days or the different timeframe set out in Appendix 3.

“SLA” means the minimum services levels set out in Appendix 3.

“SLA Breach” has the meaning set out in Appendix 3.

“SLA Breach Procedure” has the meaning set out in Appendix 3.

“Subscription Fee” means the value of each Timeframe appearing in Order Details which shall be invoiced by BeMyEye at the corresponding Timeframe Start Date.

“Subscription Fee Details” means the second section of the Order Form.

“Subsidiary” has the meaning given in section 1159 of the Companies Act 2006 and “Subsidiaries” shall be construed accordingly.

## Appendix 2 - Specifications

### 1. SCOPE OF THE SERVICES

The Services shall consist in store-checks collecting the agreed KPIs listed in the Order Form from the Locations via:

- the Eyes (in case the Order Form includes Crowd Services);
- the Client's field reps ("FRs") using the mobile app named "Compass Audits" (in case the Order Form includes Compass Audits);

Every store-check, either performed by an Eye or by a FR, shall consist of filling a "Questionnaire". The outcome of the store-check shall be validated by BeMyEye in case of Eyes. Each performed store-check shall be referred as "Visit" or "Mission". Each Mission is delivered to the Client together with the "KPIs" listed in the Order Form.

The Services shall be produced via "Campaigns", i.e. groups of Missions sharing the same Questionnaire, Locations, country and Duration (as defined below). A Timeframe may contain multiple Campaigns. At the Timeframe End Date, all Campaigns are ended.

A Campaign performed by Eyes shall be referred as "Eye Campaign". A Visit performed by an Eye shall be referred as "Eye Visit" or "Eye Mission".

A Campaign performed by FRs shall be referred as "FR Campaign". A Visit performed by a FR shall be referred as "FR Visit" or "FR Mission".

In case the Order Form includes IR, each Mission has the purpose of collecting pictures of supermarket shelves. Such pictures shall be processed by BeMyEye's staff and image recognition technology in order to produce the agreed KPIs for the product "Categories" listed in the Order Form.

After having trained its backend image recognition engine on the Categories, BeMyEye shall deliver the agreed KPIs to the Dashboard and, if required by the Client, to Compass Analytics.

### 2. INPUTS FROM THE CLIENT FOR EYE CAMPAIGNS

In order to start an Eye Campaign, the Client shall provide BeMyEye with:

- the desired minimum target number ("Minimum Target") of Locations that should actually be visited where Minimum Target shall not be less than the one listed in Table 1;

- the information if the Campaign has to return Visits with any "Quota" (e.g. a certain number of Visits per region) where the minimum target of Locations for each Quota shall not be less than the one listed in Table 1 ("Quota Minimum Size");
- the list of Locations that are eligible to be visited by the Eyes ("Universe" or "Oversample") being such Oversample equal to a number of times the Minimum Target as listed in Table 1;
- the desired maximum target number ("Maximum Target") of Locations that should actually be visited by Eyes, where Maximum Target is less than the Universe;
- the desired start and end date of the Eye Campaign ("Duration") where such Duration shall be at least the one in Table 1 ("Minimum Duration") and, in any case, shorter than the Timeframe duration;
- description and examples of all data points to be captured by BME as per section "KPIs";
- the criteria to validate the Visits ("Validation Criteria");

BeMyEye shall collaborate with the Client to fine tune the specifications of the desired Eye Campaign so that they are deemed feasible.

The Client, on a best effort basis, shall ask Eye Campaigns that match one of the combinations listed in Table 1.

Table 1

Oversample	Minimum Duration	Campaign Minimum Target	Quota Minimum Size
1.3x Minimum Target	4 weeks	100	50
1.5x Minimum Target	2 weeks	100	50
1.75x Minimum Target	1 week	100	50

The client shall remain free to ask an Eye Campaign not matching the constraints of Table 1 but, in such a case, acknowledges that the provisions concerning a Completion SLA Breach (as defined in 5.2) shall not take place.

### 3. INPUTS FROM THE CLIENT FOR FR CAMPAIGNS

In order to start an FR Campaign, the Client shall provide BeMyEye with:

- the list of Locations that are eligible to be visited by the Field Reps;
- the list of FRs that shall conduct visits (email address);

- the desired start and end date of the Field Reps Campaign (“**Duration**”);
- description and examples of all data points to be captured by BME as per section “KPIs”;
- the criteria to validate the Visits (“**Validation Criteria**”).

BeMyEye shall collaborate with the Client to fine tune the specifications of the desired Field Reps Campaign so that they are deemed feasible.

#### 4. INPUTS FROM THE CLIENT FOR IMAGE RECOGNITION SERVICES

In case an Eye Campaign or a FR Campaign includes Image Recognition Services, the Client shall provide BeMyEye with the following inputs:

- description and examples of all data points to be captured by BME as per section “KPIs”;
- the list of the Client’s SKUs including, at least, the EAN code, brand, category and a picture;
- the list of the SKUs that are to be included in the Client’s category for share of shelf calculation;
- in case assortment compliance is tracked, the expected assortment depending on the area or store chain.

#### 5. DELIVERY

The Services shall be delivered:

- to the Dashboard
- to Compass Analytics (if required by the Client)

The Client acknowledges the following.

- The Services do not include the preparation of ad hoc files in Power Point, Excel, Power BI or similar.
- The Services do not include any system integration.
- Eye Visits labelled as “**Impossible Visit**” by BeMyEye due to wrong coordinates, non-existing locations, ceased businesses or similar blocking issues shall be accounted in the usage of the Services.
- Eye Visits labelled as “**Rejected Visits**” by the Client within 2 weeks from the delivery (“**Acceptance Period**”) because not matching the Validation Criteria, shall not be accounted in the usage of the Services. Rejected Visits shall not include Impossible Visits.

- Rejected Visits shall not be run again by BeMyEye unless as part of a following Campaign meeting the Campaign Minimum Target in Table 1.
- For each Eye Campaign, the actual number of visits delivered, including Impossible Visits but excluding Rejected Visits, shall be named “**Actual Delivery**” and account toward the consumption of the Services in the Timeframe.
- The Actual Delivery shall not be bigger than the Maximum Target.

The Client acknowledges that the data contained in the Delivery will be estimated on the basis of sample research carried out in accordance with the methods commonly applicable in the market sector and, therefore, accepts the limits of statistical errors.

Notwithstanding any other provision to the contrary, BeMyEye retains and shall have the right to destroy, without notice to the Client, the materials relating to the activities and Services after the expiry of a period of six (6) months from the Order End Date.

## Appendix 3 – Service Level Agreement

### 1. Uptime SLA

1.1. **“Time Slot”** means any of the 5-minutes periods in which a Timeframe can be split starting at 00:00:01 a.m. UTC of the Timeframe Start Date and ending at 00:00:00 p.m. UTC of the Timeframe End Date.

1.2. **“Available Slot”**, means a Time Slot in which the Services are available and responding to data requests.

1.3. **“Unavailable Slot”**, means a Time Slot in which the Services are not available and/or not responding to data requests for reasons not included in the definition of Excluded Slot.

1.4. **“Excluded Slot”** means a Time Slot in which the Services are not available and/or not responding to data requests for one or more of the following reasons.

- a) unavailability caused by Scheduled Maintenance or Unscheduled Maintenance;
- b) unavailability caused by any Force Majeure as defined in 11.4 of the Contract;
- c) interruptions or delays in providing the Services resulting from telecommunications or Internet service provider failures or any third party’s acts, errors or omissions or any systems not provided by BeMyEye, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within BeMyEye’s possession or reasonable control, and denial of service attacks against internet infrastructure providers (**“DDOS”**);
- d) unavailability resulting from the Client’s improper use, alteration or damage of the Services.

1.5. **“Scheduled Maintenance”** means any planned deployment of major releases applying network/infrastructure changes for service improvement and security patches. BeMyEye provides at least 24 hours' advance notice of all Scheduled Maintenance at <https://status.bemyeye.com/>. Scheduled Maintenance windows generally take place between 3:00 a.m. UTC to 7:00 a.m. UTC or as otherwise detailed in the advance notice.

1.6. **“Unscheduled Maintenance”** means any maintenance required for unforeseen events beyond BeMyEye's reasonable control and in the categories such as (i) service issues at any upstream/downstream telecommunication or service providers requiring unplanned maintenance, (ii) critical security patches, (iii) any security attacks (such as DDOS) or (iv) adverse

impact to the Services resulting from a Force Majeure Event. BeMyEye will use commercially reasonable efforts to provide the Client with notice of any Unscheduled Maintenance as soon as practicable.

1.7. **“Uptime”** means a percentage equal to: Available Slots/(Available Slots+ Unavailable Slots).

1.8. BeMyEye shall provide for each Timeframe an Uptime of 99.9%. An Uptime below 99.5% shall be deemed an **“Uptime SLA Breach”**.

### 2. Customer Support SLA

2.1. BeMyEye shall provide support to the client with the following levels:

- a) Response time in case of blocker issues: 24 hours
- b) Resolution time in case of blocker issues: 3 days
- c) Response time in case of non-blocker issues: 24 hours
- d) Resolution time in case of non-blocker issues: 10 days

2.2. Customer support hours shall be: Monday to Friday from 9am to 6pm London Local Time

2.3. Support Channels shall be:

- Support Portal Ticket Submission
- Email
- Phone
- Live Chat

2.4. During a specific Timeframe, a material and repeated delay from BeMyEye vs. the response times listed above shall be deemed a **“Customer Support SLA Breach”**.

### 3. Delivery SLA in case of IR Services

3.1. During the first 3 months of the IR Services, the image recognition algorithm shall be trained (**“Training Phase”**) and the delivery of the KPIs to the Dashboard shall not be subject to SLAs.

3.2. After the Training Phase, BeMyEye shall deliver the KPIs to the Dashboard within 48 hours after the pictures are submitted.

3.3. During a specific Timeframe following the Training Phase, a material and repeated delay from BeMyEye in delivering the KPIs to the Dashboard shall be deemed a **“Delivery SLA Breach”**. Delays due to Force Majeure or reasons outside of BeMyEye’s control shall not be deemed a Delivery SLA Breach.

4. Accuracy SLA in case of IR Services

4.1. **“Detected Product”** means a single product belonging the Categories detected by the image recognition algorithm in a picture submitted via Compass Audits and following the picture collection specifications provided to Compass Audits users to ensure needed quality.

4.2. **“Recognised Product”** means a Detected Product paired with the correct SKU

4.3. **“Unrecognised Product”** means a Detected Product paired with a wrong SKU or not paired with any SKU.

4.4. **“Accuracy”** means the percentage: Recognised Products in a Timeframe / Detected Products in a Timeframe.

4.5. During each Timeframe, but after the Training Phase, BeMyEye shall deliver an Accuracy of at least 95%.

4.6. An Accuracy below 95% in a Timeframe after the Training Phase, shall be deemed an **“Accuracy SLA Breach”**.

5. Completion SLA in case of Crowd Services

5.1. For each Eye Campaign the goal shall be to reach an Actual Delivery that is between the Minimum Target and the Maximum Target. The ratio (Actual Delivery / Minimum Target) shall be named **“Completion”**.

5.2. For each Eye Campaign where:

- i) the Completion is lower than 90%, and
- ii) the requirements under Table 1 in section 2 of Appendix 2 were met, and
- iii) no more than 20% of the Locations are in rural areas, i.e. Locations not having within a 10km radius a city with at least 20.000 inhabitants, and
- iv) the Mission requires the Eye to spend no more than 20 minutes inside the store, and
- v) the Mission can be performed at any time and day during the opening hours and days of the store, and
- vi) no audio recording is being asked during the Mission (for countries where this is allowed),

then the parties acknowledge that a **“Completion SLA Breach”** took place.

6. SLA Breach Procedure

6.1. The Client, within 3 weeks from the end of a Campaign, shall send an email to BeMyEye detailing the reasons he believes that a SLA Breach took place. After the above notification, provided that BeMyEye acknowledges the SLA Breach, BeMyEye shall calculate a **“Campaign Credit”** as follows.

SLA Breach type	Campaign Credit
Uptime SLA Breach	2.0% of the Campaign Value
Customer Support SLA Breach	2.0% of the Campaign Value
Delivery SLA Breach	2.0% of the Campaign Value in case of IR Services
Accuracy SLA Breach	2.0% of the Campaign Value in case of IR Services
Completion SLA Breach	5.0% of the Campaign Value in case of Crowd Services

Where:

Campaign Value = Actual Delivery \* Unit price for SLA Breach

For example:

Minimum Target = 100

Actual Delivery = 70

Unit price for SLA Breach = 6.00 EUR

Campaign Value = 420.00 EUR

Uptime SLA Breach = No

Customer Support SLA Breach = No

Delivery SLA Breach = No

Accuracy SLA Breach = No

Completion SLA Breach = Yes

Therefore:

Campaign Credit = 5.0% \* 420.00 EUR = 21.00 EUR

The 30 missing visits of the example above may be requested by the Client with the following Campaign in the same Timeframe.

6.2. Following the Client’s notification under 6.1, BeMyEye shall send an email to the Client acknowledging:

- the Campaign unique identifier,
- the Campaign Value
- the Campaign Credit.

6.3. Within 4 weeks from the Timeframe End Date, BeMyEye shall sum all the Campaign Credits that were acknowledged during the Timeframe. Such amount shall be defined as **“Timeframe Credit”**. BeMyEye shall issue a credit note for the Timeframe Credit as per Contract 3.10.

## Appendix 4 – Data Processing

### 1. Data Protection and Data Processing

1.1. Each party shall be responsible for complying with all applicable requirements and duties imposed on it by the Data Protection Legislation.

1.2. The Client and BeMyEye agree and acknowledge that the Project Specifications and the Services could involve the collection and the processing of personal data as defined under and/or to subject to Data Protection Legislation (“**Personal Data**”) with particular reference to the following cases:

a) The Data Subject is the Client’s employee authorized by the Client to read the delivery of the Services. Such Data Subject shall be invited by BeMyEye to access an online dashboard. The privacy notice, concerning the processing of personal data carried out by BeMyEye, shall be the one available at the following link: <https://bemyeye.com/user-terms/>

b) The Data Subject is the Client’s field reps using the Compass Audits mobile app to collect shelf data at points of sales. The privacy notice concerning the processing of personal data carried out by BeMyEye shall be the one available at the following link: [https://bemyeye.com/privacy\\_policy\\_for\\_compass\\_users/](https://bemyeye.com/privacy_policy_for_compass_users/)

1.3. The Client acknowledges and agrees that BeMyEye acts as Controller in relation to the processing of personal data collected to perform the Services under the Contract and that the information collected by BeMyEye, also by means Compass Audits mobile app, shall be used by the Company in anonymous way to improve the app functions, the relevant methodologies and to develop maintenance of the BeMyEye systems and apps