

Site Usage Agreement

Prior to using Eyeka Website, the User must accept the Site Usage Agreement when opening a User account and when uploading each Submission.

Eyeka is a Limited company, registered under number 488 120 916 RCS Paris, having its headquarters 79 rue la Boétie 75008 Paris, France (hereafter referred to as "Eyeka"). Agreeing to the Site Usage Agreement is mandatory to use Eyeka Website. Only Users who have read and fully accepted the Site Usage Agreement can use the Eyeka Website.

Once the User has accepted the Site Usage Agreement, he must abide by its provisions. If he does not agree with the content of the Site Usage Agreement and if the User does not accept the conditions and obligations set forth in this agreement, he should not use the Eyeka Service.

This Agreement is concluded between Eyeka and you ("the User"), the User of the applications and services provided by the Eyeka Website and is legally binding as to your use of the Eyeka Website.

The User represents that he has the capacity to enter into this Agreement. If the User is below the age of 18, he must have been authorized to use Eyeka Website by his parents or guardian. All individuals and legal entities, acting alone or representing third parties, may use the Eyeka Website, regardless of whether they perform a professional, commercial or other activity. If the User is acting in the name and on behalf of his employer, he must have been granted the relevant authority or power.

This Site Usage Agreement has been drawn up in English and in French; both versions shall have equal validity and legal effect. Should there be a difference between either of them, the French version shall prevail.

Updated on April 13th, 2016.

Definitions

Within the scope of this Site Usage Agreement, including in the forewords, the following capitalized terms and expressions, shall have the meaning ascribed thereto herein below:

"Agreement" means the legal agreement between the User and Eyeka that is the result of the acceptance of the Site Usage Agreement by the User;

"Contest" also referred to as "Call for Entries" on Eyeka Website, means a competition organized on the Eyeka Website, under Eyeka's authority, on behalf of and on a Client's initiative with a view to select one or more Submissions and appoint one or more winners from among participating Users and, if the case arises, to the assignment of the intellectual property rights upon the Submissions selected as winners to this Client, pursuant to the terms and conditions defined in the Rules. Calls for Entries are talent and skill based contests. Chance plays no part in determining the winners;

"Client" means Eyeka's client having gained access to Eyeka's professional services and on behalf of whom Eyeka organizes a Contest;

"Eyeka Service" means the services provided by Eyeka to the Users on Eyeka Website. Eyeka Service may be provided by any entity of the Eyeka group. An entity of the Eyeka group is any company which majority is owned by Eyeka. To that end, all the rights and authorizations granted to Eyeka by a User shall benefit to any entity of the Eyeka group;

"Eyeka Website" means the Internet website (www.eyeka.com) created and set up by Eyeka allowing Users to upload their Submissions and participate in the Contests;

"Post" means the 140 character maximum text submitted by a User on the Eyeka Website as an answer to a Quick Questions;

"Prizes" means the sums paid to the Participants selected as winners of a Call for Entries;

"Quick Questions" means the questions posted by the Clients on the Eyeka Website.

"Rules" means the terms and conditions issued for each Contest and setting forth the use of the Submissions by the Client for whom a Contest is organized by Eyeka;

"Site Usage Agreement" means the terms and conditions of this agreement that set forth the use of Eyeka Website;

"Submission" means the submissions, such as the photographs, the videos and/or graphic content uploaded by Users within the scope of the Eyeka Service. Only digital Submissions can be uploaded onto the Eyeka Website;

"User" means the individual or legal entity who accesses Eyeka Website creates a User account on the Eyeka Website after agreeing to the Site Usage Agreement.

Terms in the singular shall be held to include the plural and vice-versa, and reference to one gender shall be held to include a reference to the other.

1) Scope of the Site Usage Agreement

The Site Usage Agreement governs the use of the Eyeka Website as well as of the Eyeka Service. Accordingly, the Site Usage Agreement sets forth the rights and obligations of the User. The Site Usage Agreement is legally binding. Therefore, the User should read it carefully before ticking the designated acceptance box and clicking the button to show his agreement hereto. Eyeka advises to retain a copy of the Site Usage Agreement. The User agrees to abide by the Site Usage Agreement throughout the time he uses the Service.

2) Description of the Eyeka Service

2.1) Contests

2.1.1) Organization of Contests

Eyeka operates a crowdsourcing platform for hosting contributory content for the purpose of delivering content by leveraging a community consisting of creative Users.

To this end, Eyeka conducts the Contests, which includes without limitation providing technical functionalities allowing uploading the Submissions, moderating the Submissions, managing the contractual relationships between the Clients and the Users, acting as intermediary, in order to enable the intellectual property rights on the winning Submissions to the Clients, and delivering the Prizes to the winners.

2.1.2) Participation in Contests

The purpose of the Contests is to enable Users to make Submissions complying with the guidelines defined in the Rules in order to be uploaded onto the Eyeka Website, selected by the Client, and then be used by this Client in the conditions defined in the Rules. Conditions of participation, notably the guidelines regarding accepted Submissions are defined in the Rules issued for each Contest.

Templates of the Rules are available on the Eyeka Website in English, in French, in Portuguese and in Russian. Summarized templates of the Rules are also available on the Eyeka Website in Chinese, in Indonesian, in English, in French, in Portuguese, in Russian and in Spanish.

Participation in a Contest is subject to creating a User account on Eyeka Website and agreeing to the Rules of the Contest.

Before participating in a Contest, the User undertakes to carefully read the Rules of participation and undertakes to abide by these Rules for the whole duration of his/her participation.

Compliance of the Submissions with the guidelines defined in the Rules is controlled by Eyeka. Non-compliant Submissions are rejected.

2.1.3) Selection of the winning Submissions

After the end of the uploading period, some Submissions are selected by the Client in the terms set forth in the Rules on the basis of aestheticism, originality, composition, framing, and/or consistency with the guidelines of the Contest.

2.1.4) Assignment of intellectual property rights and payment

After the selection of the winning Submissions by the Client, Eyeka contacts each User selected as winner with a view to the assignment of his/her rights in the winning Submissions on an exclusive basis to the Client.

Unless stipulated otherwise, this assignment agreement is concluded by Eyeka, on behalf and on the name of the Client, and is therefore legally binding between the Users and the Client.

Eyeka is not a party to the assignment agreement but acts as intermediary on behalf of the Client and on its name.

The Users whose Submissions are selected as winning Submissions receive the Prizes set forth in the Rules under the condition that the assignment agreement has been signed by the User and returned to Eyeka.

Unless stated otherwise, aforementioned amounts are paid by Eyeka acting on behalf and on the name of the Client, to the Payoneer account defined in the User account used to upload the Submission selected as winning entry and within the timeline defined in the Rules of the Contest.

To get their Prizes, Users who are selected as winners must have a valid Payoneer account at the time of payment. Winners are free to choose the method of payment from the different withdrawal options available with Payoneer.

The winners are responsible for the declaration of these payments to their tax authorities and for the payment of all taxes and any social security charge at applicable rates which may be due as a result of receiving these prizes, where and to the extent applicable. In case of conflict between this Site Usage Agreement and the Rules, the latter shall prevail.

2.2) Quick Questions

Eyeka enables the Users to answer Quick Questions by sending Posts.

Prior participation in a Call for Entries is not necessary to answer Quick Questions.

The number of Posts submitted by each User to each Quick Question is not limited.

Posts are limited to 140 characters, including spaces.

Users grant Eyeka and the Clients the right to use, reproduce, print, represent, broadcast, communicate, transmit, and to modify their Posts in whole or in part for all uses, by all methods and on all supports.

Participation in Quick Questions is not subject to any assignment of rights.

The Users will receive no compensation for the use of their Posts by Eyeka or the Clients.

Moderation of the Posts is carried out by Eyeka. Eyeka shall be entitled to translate and reject any Posts, at its sole discretion, before presentation to the Client.

The Client and/or Eyeka may award to the relevant Posts a mark of appreciation respectively called Kudos or Eyeka pick.

Only the Posts which have been awarded a mark of appreciation from the Client and/or Eyeka are visible on the Eyeka Website.

3) Registration and User account

The User may only use the Eyeka Service once he has created a User account and has agreed to the Site Usage Agreement. When the User registers on the Eyeka Website, he must choose a username and password in order to access his User account.

The User is responsible for all use of Eyeka Website made using his username. Accordingly, the User undertakes to keep his username and password confidential.

When registering on Eyeka Website, the User must provide clear and accurate personal details in order to be identified in the event of a dispute. Providing the first name and the surname is compulsory. Any information that turns out to be false or libelous may bring about the closure of the User account. The User is responsible for all activities conducted through his User account under the conditions specified in the Site Usage Agreement. Any use of the Eyeka Website through shall be deemed to have been executed by him.

Unless provided otherwise, Eyeka's Service is available anywhere, as long as the minimum technical requirements are met, particularly in terms of access to the Internet, mobile phone network, compatibility of technical equipment used. Given the global nature of the Internet, the User agrees to abide by all the rules of public policy relating to the behaviour of Internet users and enforceable in the country from which he uses the Service.

4) Procedures for submitting Submissions

Users submit their Submissions to Eyeka Website by uploading to Eyeka's servers using Eyeka Website.

The Eyeka Website is the only way of submitting Submissions to the Contest. Submissions transmitted by any other mean shall be void.

Files containing the Submissions uploaded by the User must conform to the technical specifications posted on the Eyeka Website which may be changed by Eyeka from time to time.

The User warrants that the files and data he provides to Eyeka shall not under any circumstances be originals, but a copy of the originals which shall be retained by the User. The User acknowledges and agrees that Eyeka shall not incur any liability for the loss of the files or data submitted to it by the User.

The User undertakes to provide all the information it requires in order to index each Submission. This indexation process consists inter alia of providing a description of the Submission, allocating key words to each Submission, providing a title and caption for each Submission.

Communication of the Submissions on the Website depends on the level of confidentiality chosen by the Client:

When a Contest is "public", the Submissions are available online with no restriction.

When a Contest is "confidential", the Submissions can be only seen by the Client, Eyeka and the Users whose at least one Submission has been accepted in the same Contest.

When the Contest is “private”, the Submissions can only be seen by the Client by Eyeka.

5) Prohibited Content

The User undertakes not to upload on Eyeka Website illicit content, of any kind or any nature:

- which is an infringement of an intellectual property right, an unfair competition/passing off;
- which constitutes justification of crimes against humanity or war crimes, Nazism, justification of other crimes, offences or fines, a denial of the existence of crimes against humanity or known acts of genocide; a violation of human dignity;
- which encourages to commit fines, offences or crimes of any kind whatsoever including terrorist acts;
- which is violent or pornographic, pedophilic or likely to violate a minor's right;
- which is a breach of public order or decency;
- which is defamatory, libelous, or insulting of or to any individual or legal entity;
- which is racist, xenophobic, a denial or likely to damage anyone's reputation, which provokes discrimination, hatred or violence vis-à-vis an individual or group of individuals on account of their origin, sex, family situation, physical appearance, family name, health, disability, genetic characteristics, morals, actual or assumed sexual tendencies, age, political opinions, union activities, actual or assumed adherence to an ethnic group, nation, race or religion;
- which is an invasion of privacy or which breaches privacy or any right of publicity;
- which contains any virus, worm, Trojan horse or any computer file or program that is liable to interrupt, totally or partially destroy or restrict the functions of any computer or IT network that has any (distant or close) relation with Eyeka's activities;
- which threatens a person or people ;
- which breaches confidentiality of private correspondence;
- which allows a third party to acquire, directly or indirectly, pirated software, software that allows acts of piracy and intrusion into computer systems and telecommunications, viruses and other logic bombs and generally any software or other tool which allows to infringe the rights of others and to endanger the safety of persons and property;
- and/or which breaches or is contrary to applicable laws and regulations.

When uploading his every Submission and as long as he uses Eyeka Website, the User warrants that the Submissions are not prohibited content. Thus, the User undertakes to renew this warrant at each upload by ticking the "I warrant" box (Eyeka may change the name of the album without changing its main characteristics).

6) Rules of good behavior

The User undertakes to act with courtesy towards others Users and other Users' Submissions. Thus, the User abstains from denigration and from publishing messages or comments that constitute pornographic, racist, pedophile content or messages that are likely to violate a minor's rights; abusive, defamatory, libelous, violating the rules of courtesy; and more generally messages which breach or are contrary to applicable laws and regulations.

Furthermore, the User undertakes not to upload promotional messages for products or illicit or regulated services (including tobacco, alcohol, drugs, weapons); not requested or unauthorized promotional messages; to formulate sexual proposals to an underage; to harass other Users; to give information linking towards other sites (either by hyperlinks or by the provision of information) whose contents would be likely to contravene any law and regulation in force, and in particular would be likely to violate people's rights and to endanger the safety of goods, and/or the intellectual property rights; to upload messages which are likely to harm Eyeka or a Client or likely to damage Eyeka's or a Client's image or reputation; to communicate or to propagate rumors; to use the Eyeka Service for promotional purposes and generally to offer products and services against remuneration in a direct or indirect way, except specific and distinct contract with Eyeka; and/or to collect and store personal data related to other Users. Usernames must abide by rules of good behavior. Erotic, pornographic, racist, violent usernames are prohibited as well as usernames which copy a commercial brand, a famous brand.

7) Intellectual property

The User grants Eyeka and its affiliates, the non-exclusive right to use, reproduce, print, represent, broadcast, display, communicate, transmit, and to modify reasonably required, the Submissions and comments in whole or in part, either associated with other works or not of any nature whatsoever, for the following uses: broadcasting on the Internet and mobile phone networks in order to provide the Eyeka Service, which includes the websites edited by Eyeka, on social media websites, on video sharing websites ; uses in all media and all formats for the promotion, advertisement and presentation of Eyeka's activities, as well as for internal and external communication, press release, sales documentation, public relations, direct or indirect marketing, and corporate communications; use (internal use and communication to third parties) of the Submissions for market research activities, research and development which include, but are not limited to, the analysis of the Submissions, the analysis of ideas and concepts embodied in the Submissions, the generation of insights, establishing and/or using consumer panels to assess reactions to the Submissions and to ideas and concepts embodied in the Submissions, with no number limitation, the right to print on documentation used internally and externally for the analysis of the Submissions. This license is granted for free and on a worldwide basis. It takes effect when the Submissions are uploaded on the Eyeka Website and for the legal duration of protection of the intellectual property rights upon the Submissions.

8) Warranties

The User warrants that Eyeka shall peacefully enjoy and exercise the rights attaching to the Submissions pursuant to the terms of Site Usage Agreement.

Accordingly, the User shall indemnify and hold Eyeka harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by Eyeka in relation to: (1) any breach of this Agreement by the User; (2) any threat, claim, action, demand or proceeding by a third party that the use of the User's Submission by Eyeka in accordance with the Site Usage Agreement infringes, or may infringe, the rights, including intellectual property rights, of a third party; (3) his use of the Eyeka Website.

In this respect, the User warrants that he has obtained written permissions of all the people represented on the Submissions, or of their contractual or legal representatives, in order to use their image, allowing the User to make commitments under this Agreement. The User irrevocably undertakes to provide at any time any written proof or a copy of all written documents confirming such authorizations.

The User warrants that he is the sole proprietor of the granted intellectual property rights. In the event the User is not the sole proprietor of the aforementioned rights, he irrevocably warrants that, before making his Submissions available, he obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Submissions or from the copyright collecting societies representing such proprietors allowing the User to make commitments under this Agreement, in his own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the User irrevocably undertakes to provide any written proof or a copy of all written documents confirming such authorizations.

As a result, the User shall pay all amounts owing to the said proprietors of intellectual property rights and said copyright collecting agencies in respect of the reproduction, representation and exploitation, free of charge or for valuable consideration, of the Submissions. The User warrants that he has not assigned, licensed or transferred to a third party, by any means, some or all of the rights to the Submissions, including any right of first refusal, preferential right or option under conditions that would prevent him from entering into this Agreement, and undertakes to refrain from doing so for as long as the User makes his Submissions available on Eyeka Website.

The User is hereby informed that he may incur liability should any of his representations be inaccurate.

If the User is unable to warrant Eyeka in the terms set out hereinabove, Eyeka may cancel or terminate the Agreement.

9) End of the Agreement

9.1) Eyeka's right to terminate the Agreement

Eyeka may at its discretion terminate the Agreement, in whole or in part, as from the effective date hereof, without prejudice to any damages that may be owed to it by the User if the User breaches any one of its obligations hereunder if a formal notice to remedy such breach sent to the User by e-mail remains without effect for eight (8) calendar days.

9.2) Users' right to terminate the Agreement

The User may terminate the Site Usage Agreement at any time after it has come into effect by giving notice of termination to Eyeka through the online contact form.

9.3) Consequences of the end of the Agreement

The User acknowledges that the termination of this Agreement shall not call into question the authorizations, licenses, and assignments granted when participating in the Contest, and more globally any contracts concluded by the User when using the Eyeka Service prior to the termination of the Agreement.

10) Suspension

Eyeka reserves the right to suspend access to a User account without compensation, at any time and eventually without prior notice, temporarily or permanently:

- if the User obviously breaches any clause of the Site Usage Agreement,
- if the personal information used to create a User account turns out to be false,
- If Eyeka is likely to be liable and if Eyeka's reputation is likely to be jeopardized because of the User's use of the Eyeka Service.

In case a User account is suspended, Eyeka sends an email to the User whose User account is suspended in order to let him know that the User account is suspended and the reasons of suspension.

In case a User account is suspended, the User may no longer upload Submissions onto Eyeka Website. However, the User may access his personal details, his User account and the Submissions uploaded to his User account. The illicit content will be removed from the Eyeka Website and will no longer be accessible.

11) Personal data

The personal details required to create a User account on the Eyeka Website and those provided afterwards by the User in his User account are processed by Eyeka.

The controller and recipient of these personal details is Eyeka.

Eyeka collects and uses personal details (such as last name, first name, email address, post address, date of birth, internal identification code, payment terms) in order to provide the Eyeka service comprising of hosting content and organizing Contests to carry out the management of the Users including the payment of the Users, the management of the contracts, invoices and accounting; to carry out market studies, in compliance with applicable law ; for commercial statistics; to send solicitations; to contact the User in order to answer any questions the User may raise; to retain a trace of the exchanges and transactions carried out between Eyeka and the Users.

Subject to the User's consent, Eyeka will share some details with third parties for prospection purposes. Eyeka will share the winning Users' personal details with the Client having gained

access to Eyeka's professional services for the purpose of enabling the Client to exercise all of its rights under the Rules. These details concern the first name, last name, post address, date of birth and number of passport or national identity card.

Pursuant to French Data Protection Act no. 78-17 of 6 January 1978 (loi relative à l'informatique, aux fichiers et aux libertés), modified by Act no. 2004-801 of 6 August 2004, the User has a right to access, amend, rectify and delete his personal details via the online contact form available on the Eyeka Website or by writing to Eyeka, 79 rue la Boétie 75008 Paris, France by providing a copy of both sides, front and back, of the national identity card or passport.

The User acknowledges that Eyeka will retain all information making the identification of the Users possible in order to disclose to a judicial authority, as stated in article 6.II of the June 21st 2004 Act (Loi pour la Confiance dans l'Economie Numérique).

12) Cookies

When the user visits the Eyeka Website, Eyeka may record and store a "cookie" on the user's computer, smartphone and tablet. For the following purposes:

- identifying the user during each connection to the Eyeka Website and facilitating his/her access to the Eyeka Website;
- personalizing the interface of the user account;
- measuring the traffic of the Eyeka Services;
- ascertaining the origin of the user.

Definition of the cookies

A cookie is a text file put down on the hard drive of the terminal of the user (computer, mobile phone or tablet) during the visit of a web site. It aims at collecting information relative to the browsing of the user and at sending him/her adapted services.

Cookies are managed by the browser of the user.

Setting up of the browser

User can decline to accept the Cookie by setting the browser to notify when the Cookie is received following instructions hereinafter and being aware that the refusal may affect the use of website.

Windows Internet Explorer 10 and Windows Internet Explorer 11

1. Click on the "Tools" menu and select "Internet Options".
2. Open the "Privacy" tab.
3. In the "Settings" area - to disable cookies move the slider bar to "Block All Cookies" (at the top).
4. Click OK.

Firefox

1. Click on the Firefox button ("Tools" menu in Windows XP) and then click "Options"
2. Select the "Privacy panel" 3. Set "Firefox will": to "Use custom settings for history"
4. Check mark "Accept cookies from sites" to enable Cookies, and uncheck it to disable them.
5. Choose how long cookies are allowed to be stored: Keep until "they expire" ou "I close Firefox" ou "ask me every time"
6. Click OK to close the Options window

Chrome

1. Click on the "Tools" menu and select "Options".
2. Click the "Under the Bonnet" tab and locate the "Privacy" section, and choose the "Content settings" button.
3. Click the "Cookie settings" tab and choose your preferred settings.
4. Click on the Close button when you've finished.

13) Liability

Eyeka shall be liable solely for any direct damages caused on account of a fault committed within the scope of the Agreement. In no event Eyeka shall be liable for indirect damages such as revenue loss, date loss, customer loss, financial or commercial damages, commercial troubles, loss of earnings, or immaterial damage.

The User is responsible for saving a backup copy of all files and data he wishes to retain.

No advice or information provided by Eyeka shall constitute a warranty.

Eyeka shall not be held liable for any problems that arise in connection with the broadcasting of Submissions or comments or, more generally, for any problem on the Internet which affects the use of the service, in particular, the viewing and uploading of Submissions. Eyeka makes no warranty regarding the conditions of broadcasting, the quality of the Works broadcasted and transferred or accessibility thereto. Eyeka makes no warranty regarding the provision of an uninterrupted service and cannot guarantee that Users will have access to all of the services offered at any place inasmuch as the minimum technical requirements enabling access to Eyeka's applications are not its responsibility.

To the extent permitted by law, Eyeka shall not be held liable for any issue, complaint, opposition, claim, or damage (i) related to the use of the Submissions by a Client, a User or any other third party (ii) related to any breach of the Rules by a Client or a User, or (iii) related to the negotiation, completion or execution of any contract, regardless of its nature, that a Client may enter into with a User without Eyeka being a party thereto.

14) General clauses

14.1) Sub-contracting

The User expressly authorizes Eyeka to sub-contract some or all of its commitments arising hereunder.

14.2) Evidentiary value

This Site Usage Agreement is legally binding between the User and Eyeka. Therefore, the User expressly shows his agreement to the Site Usage Agreement by ticking the designated acceptance box and clicking the "Create my account" button. The Agreement is legally binding as soon as the User ticks the acceptance box and clicks the "Create my account" button. The parties agree that they may exchange the information they require to perform the Agreement by e-mail. Any e-mails exchanged between the parties shall be deemed to have the same evidentiary value as a written hard copy document.

14.3) Independent contractors

The provisions of the Site Usage Agreement by no means constitute a partnership agreement, agency agreement, relationship of subordination or joint venture between the parties.

14.4) Assignment of the Agreement

Eyeka may assign its rights and obligations arising hereunder, in whole or in part, to any legal entity of its choice without the prior consent of the User.

14.5) Severability

If any substantive provision of the Site Usage Agreement shall be held to be invalid or non-existent, in whole or in part, by virtue of a statutory or regulatory provision or final court order, the other provisions hereof shall remain in force and shall remain fully binding on the parties.

14.6) Tolerance

In the event either party fails to rely on a breach by the other party of any of its obligations hereunder, it shall not be deemed to have waived the obligation at issue.

14.7) Intellectual property owned by Eyeka

The use of Eyeka's applications, the uploading of Submissions onto such applications and the acquisition of Submissions via Eyeka Website by no means authorizes the User to use or acquire a right of title to Eyeka's intellectual property assets such as works, inventions, compilations, slogans, logos, software, drawings and designs, trademarks, domain names.

Eyeka shall retain all of its rights to its intellectual property.

15) Governing law

The Agreement shall be governed by French law, to the exclusion of international law rules.

16) Voluntary settlement of disputes

In the event a problem arises in connection with the performance of the Agreement, before the Agreement is terminated, cancelled and/or the subject of legal proceedings, the parties agree to attempt to settle the matter out of court.

In this respect, the party that wishes to implement the voluntary conciliation procedure shall notify the other party of its intention to do so and specify the problems that have arisen.

Throughout the duration of the problem, the parties agree that the continued provision of the services provided for herein shall be the most important consideration.

If the parties fail to reach an agreement within fifteen (15) days, the parties shall recover all of their rights.

17) Jurisdiction

IN THE EVENT THE PARTIES FAIL TO AMICABLY SETTLE ANY DISPUTE WHICH ARISES IN CONNECTION WITH THE PREPARATION, INTERPRETATION OR PERFORMANCE OF THE AGREEMENT, THE PARTIES AGREE THAT THE COURTS OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY PROCEEDINGS, INCLUDING FOR URGENT PROCEEDINGS.