

Official rules for participating in the “Fearless Even with Acne” contest

1 ORGANIZATION OF THE CONTEST

EYEKA is a limited liability company registered under French law registered under number 488 120 916 RCS Paris, having its headquarters at 128 rue La Boétie, 75008 Paris, France. Eyeka operates two categories of crowdsourcing contests: contests for ideation (“**Ideation Contests**”) where participants submit ideas embodied in a creative format that the sponsor company intends to use as source of inspiration for the purpose of developing new works or products; and contests for user generated content (“**Content Contests**”) where participants submit creative works that the sponsor company intends to use for promotion and advertising purposes. The category of the Contest is available on the page of the Contest on the Eyeka Website.

Eyeka is organizing this contest, hereafter referred to as the “Contest” for the benefit of Markwins a company registered under the laws of United States of America, having its headquarters at 22067 Ferrero Parkway, 91789, City of Industry, California, USA. Markwins is hereafter referred to as the “**Company**”. Conditions of access and participation in the Contest are defined in these rules (“**Rules**”).

Eyeka will conduct (including without limitation providing technical functionalities allowing to upload and broadcast the Submissions, moderating the Submissions, managing the contractual relationships between the Company and the participants in order to assign the intellectual property rights on the winning Submissions, delivering the Prizes to the winners) the Contest as described in these Rules.

THE CONTEST IS A TALENT AND SKILL BASED CONTEST. CHANCE PLAYS NO PART IN DETERMINING THE WINNERS.

2 PARTICIPATION IN THE CONTEST

2.1 The Contest consists of making creative works (hereafter designated as “**Submissions**”) complying with the guidelines available on the page of the Contest on the Eyeka website (www.eyeka.com) and defined in article 3 of these Rules and uploading these Submissions onto the Eyeka Website.

At the end of the Contest, some of the accepted Submissions will be selected by the Company as winners of the Jury’s Prizes in the terms set forth in the Rules.

The number of Submissions submitted by each participant to the Contest is not limited.

2.2 **PARTICIPATING TIME:** Uploading time on the Eyeka Website is from 20-07-2018 at 10.00 UTC through 27-07-2018 at 23.59 UTC (“**Uploading Period**”).

2.3 **MINORS** Minors wishing to participate in the Contest must present a signed waiver from a parent/legal guardian who will acknowledge that they have read the terms and conditions of these Rules. Eyeka will require the minors to provide such authorization in the forms and terms prescribed by Eyeka, at any time prior to supplying the winner(s) with a prize.

Eyeka reserves the right to disqualify any participant for not presenting the signed waiver mentioned above, or in the event of fraud, inaccuracy or incomplete response.

Furthermore, should a winner of a Jury’s Prize be a minor, the minor and his parent or guardian will be required to sign the assignment agreement mentioned hereafter in article 7.1 in order for the latter to be provided with the prize.

2.4 Participation in the Contest is subject to having first created a user account on the Eyeka Website.

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

2.5 Prize funds will be paid out to winners through Payoneer. Participants must have a valid Payoneer account to receive the Prizes. Winners of Jury's Prizes and Rewards are free to choose the method of payment from the different withdrawal options available with Payoneer. The winners are responsible for the payment of all fees, taxes and other expenses related to the prizes.

2.6 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.

2.7 The participants expressly agree that in the event that they terminate their use of the Eyeka Website (i.e. by closing their user account) the contracts concluded and the authorizations granted when participating in the Contest and when accepting the Rules will continue to be in force and will not be called into question.

2.8 The employees of the Company and Eyeka, as well as their relatives (parents/grandparents, descendants, spouses) cannot participate in the Contest.

2.9 **CONFIDENTIALITY** Apart from uploading the Submissions on the Eyeka Website in order to be viewed by the Company, Eyeka or any person designated by the latter, each participant must keep his/her Submissions as confidential during the term of the Contest. Thus such participants hereto shall undertake not to divulge or communicate, to whomsoever, either directly or indirectly, any or all of the Submissions. Participants may only disclose the Submissions to the people who are directly involved in the making of the Submissions and who have a need to view the Submission in order to carry out the participation in the Contest by the participant.

This obligation of confidentiality is effective until the selected winners are announced.

For Submissions that are selected as winning Submissions, this confidentiality obligation is ongoing and any disclosure of the applicable Submission will be subject to the terms of the assignment agreement entered into in accordance with article 7.1 below.

2.10 **USE OF THE SUBMISSIONS BY THE PARTICIPANTS** Except for the winning Submissions of the Jury's Prizes whose terms of use are set out in article 5, the participants retain the entirety of their intellectual property rights in the Submissions which are not selected as winning Submissions. Participants shall be free to use such Submissions after the end of the Contest, subject to the following restrictions. The participants shall not use or display the Submissions in a manner, which is disparaging or detrimental to the Company's interest. In the event that Company's Materials have been used by Participants and incorporated in their Submissions, participants shall remove all Company's Materials from their Submissions. The participants shall make no reference to the Company or its products and brands when they use their Submissions.

2.11 **USE OF THE COMPANY'S MATERIALS** In the event that intellectual property protected elements, including without limitation trademarks, logos, trade names, slogans, pictures, designs ("Company's Materials") are made available by the Company to participants in order to incorporate in the Submissions and to participate in the Contest, the participants are granted a royalty-free, non-exclusive license for the duration and the territory of the Contest to use such intellectual property for the sole purpose of creating the Submissions and submitting the Submissions to the Contest on the Eyeka Website. The participants acknowledge that the Company's Materials shall be used strictly in the manner that they are provided and no modification is permitted except for reasonable trimming and cropping them to fit the Submissions. The participants acknowledge and agree that the right to use the Company's Materials shall be limited to the making of the Submissions for the purpose of participating in the Contest on the Eyeka Website. Nothing herein shall be deemed to confer on any participant any right to use the Company's Materials in any other form, manner or for any other purposes including reproduction or communication of such Submissions.

2.12 Before participation in in the Contest:

- Participants must read these Rules carefully and accept these Rules in their entirety.
- Participants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, their participation in the Contest and/or the prize granting shall be deemed as void.

3 SUBMISSION GUIDELINES

3.1 Participants undertake not to upload Submission, of any kind or any nature:

- which is an infringement of any third party's intellectual property rights, 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 an invasion of privacy or which breaches privacy or any right of publicity;
- 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 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 or the Company's activities; and/or
- which otherwise breaches or is contrary to applicable laws and regulations.

3.2 Participants must abide by all the terms and provisions regarding the Submissions and the Contest, including the brief, available on Eyeka's Website.

3.3 When transmitting source elements (such as music, text, or images) not created by the participants and whose rights are owned by third parties ("**Third Party Elements**") which are incorporated into the Submissions, the participants must specify the source of these elements in the description for their Submissions. Submissions must only be illustrated with elements for which the use is compatible with the conditions described in these Rules, including its appendix.

3.4 Submissions that do not comply with the criteria defined in these Rules shall be deemed as void.

3.5 Participants must retain a quality copy of the submitted Submissions, such as H.D. or not compressed, in order to enable the use of the Submissions pursuant to the conditions of use defined in these Rules.

3.6 Eyeka may request that the creator of a Submission designated as winner of a Jury's Prize makes modifications to the Submission should it become necessary for any use of the Submission provided under these Rules. However, only modifications to the Submission considered non-material and in line with participant's moral rights under copyright may be requested. Eyeka reserves the right to refrain from designating a winner of a Jury's Prize, prize and/or making a payment until the requested modifications have been made. In the case of refusal by the Submission author, another winner of a Jury's Prize may be designated.

4 SELECTION OF THE JURY'S PRIZES

4.1 Three (3) winning Submissions will be selected by a panel of employees of the Company (hereafter referred to as the "**Jury**") with the technical and professional skills to select the winners in accordance to the guidelines defined in these Rules. The Jury may at its own discretion select additional Submissions as additional winning Submissions. The Jury's decisions are final and there is no appeal.

The winners whose Submissions are selected by the Jury as winning Submissions undertake to assign their rights in these Submissions to the Company under the conditions set forth in article 7.1.

4.2 For Content Contests only: subject to prior notification by Eyeka, after the end of Uploading Period and at the Company's sole discretion, a selection of accepted Submissions will be used for online testing and broadcasted online, for market research purposes, with a view to assess the impact and results on viewers. To that end, participants to Content Contests expressly authorize the Company to broadcast their Submissions on the Internet for the duration of the online testing campaign.

4.3 Winning Submissions will be selected by the Jury pursuant to the following criteria:

- Quality of execution
- Narration
- Relevance to the brief
- Originality.

4.4 One winner may be selected as winner of several Jury's Prizes and be awarded the cumulative amounts of several Jury's Prizes.

4.5 Winners of the Jury's Prizes will be notified by Eyeka no later than six (6) weeks after the end of Uploading Period by email, to the email address provided during registration on the Eyeka Website. The list of winners will be posted on the page of the Contest.

Should a winner not reply to the aforementioned email within seven (7) days at the latest, the Company shall be entitled to appoint another winner and to grant the prize to this other winner or to declare the prize vacant.

4.6 Eyeka shall be entitled to extend the Uploading Period or declare the Contest as void if fewer than twenty (20) Submissions respecting the criteria described in these Rules have been submitted at the end of the Uploading Period. The requirement for at least twenty (20) Submissions is justified by the need for the judges to have enough works to select winner(s) on a fair basis.

5 JURY'S PRIZES

5.1 In consideration for assigning the intellectual property rights under article 7.1 of the Rules, and subject to article 7.4 of the Rules, the winners whose Submissions are designated as Jury's Prizes will receive the following prizes:

First Prize: a global, one time and definitive lump sum of € 1000.

Second Prize: a global, one time and definitive lump sum of €250.

Third Prize: a global, one time and definitive lump sum of € 100.

In the event the Jury selects additional Jury's Prizes, each participant whose Submission is selected as such will receive a global, one time and definitive lump sum of € 100.

5.2 The participants acknowledge that the aforementioned amounts are the total amounts payable for the assignment of the intellectual property rights under article 7.1 and as prizes as awarded to Contest winners based on the criteria under articles 3 and 4.

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.

5.3 The aforementioned amounts will be paid out by Eyeka acting on behalf of the Company and in its name no later than twelve (12) weeks after the selection of the winners of the Jury's Prizes by the Company and under the condition that the assignment agreement mentioned in article 7.1 has been returned to Eyeka initialed and signed by the creator in accordance with article 7.4.

6 SELECTION OF THE REWARDS

6.1 After the selection of the Jury's Prizes by the Company, a maximum of ten (10) Submissions may be selected by Eyeka among the Submissions that have not been selected by the Company as winners of the Jury's Prizes. The awards given by Eyeka on this occasion are called the "**Rewards**".

6.2 For this Contest, the amount of each Reward is € 50 per beneficiary.

6.3 Rewarded Submissions are awarded by Eyeka pursuant to criteria of execution and originality in order to reward the creative effort of the creator by taking into account all the Contest Submissions as well as the Submissions that the participant may have previously submitted to other contests.

6.4 Rewards are not cumulative. Each recipient may only receive one (1) Reward as part of their participation in this Contest. In addition, the total number of Rewards that can be awarded to participants in the different Eyeka contests is limited to three (3).

6.5 The decisions of Eyeka are final. It is understood that the Company does not participate in the selection of the Rewards. Eyeka may, in its sole discretion, decide not to designate Rewards for this Contest.

6.6 The sums corresponding to Rewards will be paid by Eyeka no later than twelve (12) weeks after the selection of the winners of the Jury's Prizes by the Company.

6.7 The provisions of Article 7 of these Rules shall not apply to the Submissions awarded with a Reward.

7 USE OF THE SUBMISSIONS WINNING THE JURY'S PRIZES

7.1 Winners whose Submissions are selected as Jury's Prizes assign to the Company the intellectual property rights in these Submissions in order to enable their use by the Company under the conditions set forth in the assignment of rights agreement available in appendix to these Rules. Each winning participant of the Jury's Prizes irrevocably agrees to enter into and sign an assignment agreement provided to it (in the form substantively appended to these Rules or otherwise required by Eyeka or the Company) for the purpose of documenting such assignment. To that end, an assignment agreement will be sent by email by Eyeka to the winners of the Jury's Prizes no later than six (6) weeks after the end of Uploading Period and will be signed between each one of these winners and Eyeka acting in the name and on behalf of the Company.

7.2 Each of the winners of the Jury's Prizes undertakes at the request of Eyeka or the Company to sign the assignment agreement and to do all acts and execute all documents which may be necessary to confer and/or confirm the title and ownership by the Company in and to the intellectual property rights in the respective Submissions. Upon execution, this assignment agreement shall replace the authorization of use stipulated in article 7 hereafter. The rights granted by the winners of the Contest will be assigned for the legal duration of protection of the assigned rights as established in the assignment agreement.

7.3 Winners of the Contest authorize the Company to produce and market objects, works, products and services premised upon the ideas, themes and/or concepts developed in those Submissions that were elected winners or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. The participants hereby grant the Company the rights mentioned above pursuant to the assignment agreement which sets forth, among other things, the rights mentioned above in its general terms and conditions.

7.4 A template of the assignment of rights agreement is available in appendix to these Rules.

7.5 The provision of the lump sum under article 5.1 is subject to the winners of the Contest (a) providing Eyeka with duly initialed and signed copies (original copies or readable copies by any kinds whatsoever) of the assignment agreement and (b) returning to Eyeka the Submission master in the format and fixing medium as indicated by Eyeka.

7.6 If a winner of a Jury's Prizes fails to return the initialed and signed assignment agreement and the above mentioned master within seven (7) days following receipt of the notification of selection sent by Eyeka by email or is found not to be eligible or not in compliance with the warranties or conditions contained in these Rules (including their appendix), this may result in disqualification and an alternate winner of a Jury's Prizes may be selected at the Company's own discretion.

7.7 Should the Company decide to relinquish its rights on the Submissions and to not acquire the intellectual property rights in these Submissions, the winners of the Jury's Prizes will retain the entirety of the intellectual property rights arising out of the Submissions and be awarded prizes whose amounts equal those defined in article 5.1 as prizes awarded to Contest winners based on the criteria under articles 3 and 4.

8 USE OF ALL ACCEPTED SUBMISSIONS

8.1 Solely by their participation in the Contest, participants expressly authorize the Company, its partners, clients, assignees, agents, without further consideration, to reproduce, represent, broadcast, print, publish, communicate and transmit the Submissions, in whole or in part, to edit and modify them as reasonably required and to make them available to the public, the right to make or to cause the making of originals and copies of the Submission, for the following uses: use (internal use and communication to third parties) of the Submissions for market research activities, research and development of products and services offered or contemplated by the Company, its partners, clients, assignees, agents, 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, hereafter referred to as "**Analysis Use**".

This authorization includes the right to associate the Submissions with the Company's, its partners', clients', assignees', agents' activities, products and services. This authorization takes effect upon acceptance of these Rules by participants and is granted on a non-exclusive and worldwide basis and will last for the legal duration of protection of the intellectual property rights upon the Submissions for Analysis Use.

8.2 Moreover, participants authorize the Company, its partners, clients, assignees, agents, to produce and market objects, products and services premised upon the ideas, themes and/or concepts developed in those Submissions or which arise therefrom even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. To that end, participants authorize and agree not to oppose any re-use of the ideas, themes or concepts contained in their Submissions by the Company, its partners, clients, assignees, agents, for research and development purposes in order to elaborate, manufacture, distribute, market and sell any objects, products or services and, more generally, for any use whatsoever in the general course of business. This authorization is granted for no valuable consideration and with no time nor territorial limitation.

8.3 Participants authorize Eyeka to use the Submissions in the conditions set forth in Eyeka Website's Site Usage Agreement to which participants agree when creating a personal account on the Eyeka Website and when uploading a Submission on the Eyeka Website.

8.4 Subject to the rights granted in articles 7.1, 7.2 and 7.3, the participants whose Submission is not selected as winning Submissions, retain the entirety of the intellectual property rights arising out of the Submissions. As such, the Company shall obtain express authorization from the participants in the event that it wishes to utilize the Submissions for any purpose not described at article 7. The Company shall contact such participants in order to execute licensing agreements or assignment agreements concerning the intellectual property rights in the event that it wishes to exploit the Submissions. The participant agrees at the request of the Company to execute the assignment or licensing of the above-mentioned intellectual property rights for the benefit of the Company for the guaranteed price of 100 EUR.

8.5 The Company shall have no obligation to use the Submissions in spite of the provisions of articles 7 or 8. The terms of this article 8 apply subject to and without prejudice to those of the preceding article 7.

8.6 This article 8 shall survive expiration or termination of these Rules for any reason for the duration set forth above in article 8 subject to and without prejudice to the signature of any assignment or license agreement as per the terms of article 8.4 above.

9 DECLARATION

Participants acknowledge and agree that (1) the Company has constant access to several sources of works, concepts, ideas, innovation and more generally creative materials of any kind whatsoever, that are developed either internally by its own employees or externally by other sources prior to the Contest and afterwards; (2) if their Submission includes an idea or suggestion, the Company, its affiliates or a company or a third party acting on its/their behalf may have previously worked on, may be working on or may in the future work on the same or a similar idea (a 'Similar Idea'); (3) for reasons of confidentiality, the Company shall be under no obligation to give the participant any information relating to any Similar Idea; (4) that the Company shall not be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by the participant relating to their Submission or any Similar Idea; (5) the Company may continue to develop and initiate the development of any Similar Idea or suggestion independently of, and without acknowledging, the participant's idea or suggestion.

10 WARRANTIES

10.1 All participants represent and warrant that their Submission and the use of their Submission by the Company and Eyeka in the terms herein, don't violate applicable laws and will not infringe any third party's rights (including without limitation intellectual property rights, publicity rights, privacy rights, or confidentiality).

10.2 All participants shall indemnify and hold the Company and Eyeka harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by the Company and/or Eyeka in relation to any breach of these Rules by the participants.

10.3 All participants warrant that they are the sole proprietors of the intellectual property rights in their Submission. In the event the participants are not the sole proprietors of the aforementioned rights, the participants irrevocably warrant to the Company and Eyeka that, before making the Submissions available, they have obtained all of the authorizations, licenses and rights required to grant the authorizations, licenses and assignments stipulated in these Rules, in writing from all proprietors of intellectual property rights in their Submissions, from each of the authors who have contributed to their Submission, and/or from all of the people having submitted an idea during the development or the making of the Submission, allowing the participants to grant such rights under these Rules (including the appendix) and allowing the Company and Eyeka to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. In this respect, the participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations, licenses and grants of rights.

10.4 All participants warrant that they have obtained written permission all of the people included or represented in the Submissions, all artists having performed an artistic, musical or dramatic performance reproduced in their Submission, and any third party having created Third Party Elements included in the Submission, in order to use that person's content or contribution in the Submission for the purpose of the Contest and in accordance with these Rules (including the appendix) and allowing the Company and Eyeka to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. The participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations.

10.5 Notwithstanding the foregoing, in the event the participants haven't obtained the necessary authorizations or licenses to use the Third Party Elements upon their participation, the participants must inform the Company and Eyeka and must clearly indicate such Third Party Element by selecting the appropriate usage category in the form available for that purpose on the upload page on the Eyeka Website.

10.6 Subject to the terms of article 7 above, this article 10 shall survive expiration or termination of these Rules for any reason for the duration set forth in article 8 completed by the duration of statute of limitations as applying to the rights and obligations of the parties hereto or third parties the subject of the clause in question.

11 INTEGRITY OF THE CONTEST

Participation in the Contest shall be limited to a single Eyeka personal account for each participant (natural person or legal entity). The creation of multiple user accounts on Eyeka's website by one individual, participating with several e-mail addresses or through the use of a third party's e-mail is strictly prohibited.

Eyeka reserves the right to cancel, shorten and/or suspend the Contest, in its sole discretion, if any fraud, including technical fraud, impairs the integrity of the Contest. In this case, Eyeka specifically reserves the right to not attribute prizes to fraudulent entries and/or to pursue the authors and conspirators thereof before the court having jurisdiction thereover.

12 AUTHORIZATION

Winning participants of the Jury's Prizes and Rewards authorize Eyeka and the Company to use and reproduce their name, surname and prize information in connection with the Contest, for promotional, advertising and press relation purposes, including on the Eyeka Website without further payment, on a worldwide basis and for a period of ten (10) years after the end of the Contest.

13 EVIDENTIARY VALUE

These Rules set forth the rights and obligations of the participants and are legally binding. Therefore, participants expressly show their agreement to the Rules by ticking the designated acceptance box. The agreement is legally binding as soon as the participant ticks the acceptance box. The parties agree that they may exchange by e-mail the information

they require to perform the agreement. Any e-mails exchanged between the parties shall be deemed to have the same evidentiary value as a written hard copy document.

These Rules may be modified at any time by an amendment by the Company and / or Eyeka and notified by publishing such on-line on the Eyeka Website.

14 PRIVACY POLICY

14.1 The personal data provided by the participants of the Contest are processed by Eyeka. The controller and recipient of these personal data is Eyeka, a company incorporated in French law under number 488 120 916 whose headquarters is at 128 rue La Boétie 75008 Paris, France.

14.2 The collection of personal data is necessary to Eyeka for the following legitimate purposes: to perform its services and to organize the crowdsourcing Contest on the Eyeka website, in order to carry out the management of the participants, to identify the participants, for user support purposes, to analyze the data, to communicate with the participants, and to pay the winners of the Contest. Eyeka processes the participants' data with their consent and given Eyeka's legitimate interest to provide quality service and to improve the Eyeka Website and the participants' experience.

14.3 Eyeka will share the personal data of the winners of the Jury's Prizes with the Company for the purpose of enabling the latter to exercise all of its rights under the assignment agreement signed between the Company and the winners of the Jury's Prizes. These data concern the first name, last name, post address, and date of birth.

14.4 Pursuant to French Data Protection Act no. 78-17 of 6 January 1978 (Loi relative à l'informatique, aux fichiers et aux libertés), and the General Data Protection Regulation 2016/679 of 27 April 2016, the participants have a right to request from Eyeka access to, rectification or erasure, restriction of processing or to object to processing as well as the right to data portability concerning their data, by sending an email to dataprivacy@eyeka.net or by writing to Eyeka, 128 rue La Boétie 75008 Paris, France by providing a copy of both sides, front and back, of the national identity card or passport.

15 DISCLAIMERS AND LIMITATIONS OF LIABILITY

15.1 THE COMPANY AND EYEKA SHALL NOT BE HELD LIABLE AND FORMALLY RENOUNCE ANY LIABILITY IN THE EVENT OF (I) INTERNET CONNECTIVITY PROBLEMS, INTERNET CONGESTION, ANY ISSUE OR PROBLEM ARISING FROM THE QUALITY OF ANY USER EQUIPMENT, LOSS OR LACK OF CONNECTION TO INTERNET WHICH COULD HAVE AN EFFECT ON THE TIME TAKEN TO TRANSFER THE SUBMISSIONS OR THE TOTAL AMOUNT OF TIME REQUIRED TO PARTICIPATE; (II) LOSS OR DAMAGE RELATED TO THE LOSS OF SUBMISSIONS OR OTHER DATA SENT TO THE EYEKA WEBSITE; TO THAT END, EACH PARTICIPANT SHALL BE RESPONSIBLE FOR THE CONSERVATION AND SAFEGUARDING OF A COPY OF ANY SUBMISSION THAT SUCH PARTICIPANT SUBMITS WITH REGARD TO THE CONTEST; (III) CONTAMINATION BY ANY POTENTIAL VIRUS OR INTRUSION BY A THIRD PARTY IN A PARTICIPANT'S MODEM OR OTHER EQUIPMENT; (IV) LOSS OR DAMAGE ARISING OUT OF ANY PARTICIPANT'S CONNECTION (OR FAILED CONNECTION) TO THE EYEKA WEBSITE; OR (V) ANY INDIRECT OR DIRECT LOSS OR DAMAGE SUFFERED BY PARTICIPANTS THROUGH THE CONCEPTUALIZATION AND/OR PRODUCTION OF ANY SUBMISSION AND ANY ITEMS SUCH AS INTER ALIA COMPUTERS, RECORDING DEVICES OR PHOTOGRAPHIC DEVICES USED BY THE PARTICIPANTS IN ORDER TO PARTICIPATE IN THE CONTEST.

15.2 THE COMPANY AND EYEKA SHALL NOT BE HELD LIABLE FOR ANY INSTANCE OF NON-COMPLIANCE OF THE RULES BY THE PARTICIPANTS AND FOR ANY RELATED LOSS OR DAMAGE FOR THEMSELVES OR FOR ANY THIRD PARTIES. EACH PARTICIPANT HEREBY ACCEPTS AND UNDERTAKES TO BE PERSONALLY LIABLE FOR ANY DAMAGES OR LOSSES BROUGHT ABOUT OR ENDURED BY THE PARTICIPANT WHEN PARTICIPATING IN THE CONTEST OR DUE TO HIS/HER RECEIVING THE PRIZE OR THE USE THEREOF.

15.3 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 SUBMISSION BY THE COMPANY, (II) RELATED TO ANY BREACH OF THESE RULES BY THE COMPANY, OR (III) RELATED TO THE NEGOTIATION, COMPLETION OR EXECUTION OF ANY CONTRACT, REGARDLESS OF ITS NATURE, THAT THE COMPANY MAY ENTER INTO WITH THE PARTICIPANTS WITHOUT EYEKA BEING A PARTY THERETO.

15.4 THE LIMITATIONS OF EYEKA'S AND THE COMPANY'S LIABILITY UNDER THIS CLAUSE DO NOT APPLY IN CASE OF BODILY HARM OR DEATH CAUSED BY A NEGLIGENT ACT OR OMISSION OF EYEKA OR THE COMPANY, OR INTENTIONAL BREACH OF EYEKA'S CONTRACTUAL OBLIGATIONS, OR IN CASE OF ANY OTHER HARM CAUSED BY INTENTIONAL OR GROSSLY NEGLIGENT BREACH OF EYEKA'S CONTRACTUAL OBLIGATIONS, EITHER BY EYEKA ITSELF OR BY EYEKA, THE COMPANY OR THEIR RESPECTIVE AGENTS.

16 APPLICABLE LAW AND JURISDICTION

Unless otherwise provided for under applicable laws or regulations of a public policy nature, these rules are subject to laws of France and any litigation or dispute arising hereunder shall be brought before the court having jurisdiction over such matters in Paris.

Appendix:

Assignment of rights agreement

This assignment of rights agreement (“**Agreement**”) is concluded between the Creator and the Company as referred to below and includes this Assignment Form and the Terms of Assignment available hereafter.

I/ ASSIGNMENT FORM

1/ IDENTIFICATION:

Within the context of this Agreement, the terms identified by an upper case letter have the indicated signification hereafter:

“Creator”:

Name: XXX
Last name: XXX
Date of birth: XXX
Address: XXX
Eyeka Log in: XXX

“Company”:

Company name: XXX
Address: XXX
Registration No.: XXX
Registered under the laws of XXX

“Contest”:

Name of the contest organized on the Eyeka Website: XXX

Category of the Contest:

Ideation Contest
Content Contest

Use of Third Party Elements:

Allowed
Forbidden (original content only)

“Submission”:

Identification of the work created and submitted by the Creator to the Contest
Title: XXX
Eyeka identification number: XXX

“Prize”:

Prize awarded to the Creator: XXX€

2/ DECLARATION:

The Creator declares that he/she has included into the Submission the following elements that he/she has not created and whose intellectual property rights are owned by a third party (“**Third Party Elements**”):

- Audio
Element:
Source:
Source Url:
- The Creator declares that he/she has not obtained the authorization to use this Third Party Element*

Font
Element:
Source:
Source Url:
 The Creator declares that he/she has not obtained the authorization to use this Third Party Element*

Image
Element:
Source:
Source Url:
 The Creator declares that he/she has not obtained the authorization to use this Third Party Element*

Video
Element:
Source:
Source Url:
 The Creator declares that he/she has not obtained the authorization to use this Third Party Element*

** For Ideation Contests only: in the event the Creator hasn't obtained the necessary authorizations or licenses to use the Third Party Elements upon signature of this Agreement, the Creator must tick the box available here before. Should the Creator not tick the box, the Creator shall be deemed to have obtained the necessary authorizations and licenses to use the Third Party Elements.*

For Content Contests: the Creator must always have obtained the authorization and be able to provide the written authorization.

3/ RECITALS:

The Submission was selected as winner of one of the prizes awarded in the Contest. Pursuant to the rules of the Contest, Eyeka acting in the name and on behalf of Company has contacted the Creator with a view to the assignment of his/her rights in the Submission on an exclusive basis to the Company.

In consideration for assigning the rights on the Submission as per the Terms of Assignment, the Creator shall receive the Prize.

This Agreement is concluded in the presence of Eyeka, a company Registered under French law, having its address at 128 rue La Boétie, 75008 Paris, Registration No.: 488 120 916 RCS Paris, acting in the name and on behalf of the Company.

This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements, oral or written, made between the parties relating to such subject matter.

THE CREATOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, INCLUDING THE TERMS OF ASSIGNMENT, AND HE/SHE AGREES, WITHOUT RESERVATION, THE TERMS HEREOF BY SIGNING THIS ASSIGNMENT FORM AND ALL PAGES OF THE TERMS OF ASSIGNMENT.

Date: XXX

The Creator

II/ TERMS OF ASSIGNMENT

These Terms of Assignment incorporate the Assignment Form entered into by the Creator and the Company and together they form the Agreement as referred herein. All defined terms used in these Terms of Assignment shall have the meaning assigned to them in the Assignment Form.

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to set forth the conditions under which the Creator shall assign to the Company on an exclusive basis all right, title and interest in and to the Submission allowing the Company to use the Submission for any and all purposes, in any and all media now known or developed in the future in the conditions set forth hereafter.

2. ASSIGNMENT OF RIGHTS

2.1 Scope of the assignment

The Creator hereby assigns on an exclusive basis to the Company, for the term stipulated hereafter and throughout the world, in all media and channels of distribution, now known or developed in the future, all of his/her right, title and interest, including without limitation all of his/her Intellectual Property Rights (as defined below) in the Submission and all its elements contained therein (including without limitation any pictures, sequences, screenshots, photographs from the Submission, dialogues, subtitles, credits, characters, illustrations, title) with no limitation regarding publishing, communicating, recommunicating or use. The Company may assign all or part of its Intellectual Property Rights herein through assignment, license or any other legal means to any third party.

In the event the Creator has included into the Submission Third Party Elements as detailed in the Assignment Form and subject to the restrictions set forth in the Assignment Form, the Creator hereby expressly authorizes the Company to use the Third Party Elements comprising the Submission in the terms set forth hereto.

For the purpose of this Agreement, "Intellectual Property Rights" means any and all intellectual property rights such as copyright, neighboring rights and sui generis rights concerning database producers, regardless of the type of work, be it individual work, a collaborative work or a collective work, trademarks, designs, domain names, patents, inventions, trade secrets, know-how and confidential information;.

2.2 Rights assigned to the Company

Without limiting clause 2.1, the Intellectual Property Rights assigned to the Company include:

- The exclusive right to reproduce, tangibly fix, duplicate, broadcast, distribute, disseminate, print, publish and record all or part of the Submission either temporarily or permanently on any type of medium and in any format, either associated with other works or not of any nature whatsoever, either identical or different including musical works either integrated or not in such other works (such as compilations), this right to reproduce includes the right to permanently or temporarily reproduce the Submission, either in whole or in part, by all processes and methods, in any form such as downloading, digital display, execution, transfer or archiving on all media, currently known or otherwise such as digital, fiber optical, magnetic and analog, on paper or similar medium using any and all aspect ratios on any site;
- The exclusive right to create any version, in any language and in any computer language, of all or part of the Submission and the themes, concepts and ideas contained therein, including without limitation, the right to translate, arrange, modify, adapt, transform, adjust, compress, add sub-titles, dub, remix, add captions, add a musical score, add a single image or a series of animated images, and create any derivative work or composite work that incorporates the Submission or takes from the Submission, either in part or in whole, in any format now known or developed in the future and for all purposes;
- The exclusive right to publish, broadcast, edit, release, re-release, license or assign the right to use such, to rent, loan, by any means, reproductions of all or part of the Submission, in its original form or in a subsequent embodiment as defined above, either for a fee or free of charge;
- The exclusive right to display, perform, transmit, exhibit, represent, broadcast and exploit all or part of the Submission in its original form or in a subsequent embodiment as defined above, in any medium now known or developed in the future, whether or not associated with other works regardless of their nature whether identical or different including musical works, whether in its original form, or dubbed or subtitled, by any means whatsoever including without limitation Internet broadcast, television-broadcast, public communication via cable or wireless, by public

projection, transmission in a public place of the TV-broadcast or other communication to the public, by way of public presentation by any means whatsoever using any aspect ratio.

2.3 Ideas, themes and concepts

In addition to the aforementioned assignment of Intellectual Property Rights, the Creator expressly authorizes the Company to create, produce and market original works, objects, products and services premised upon the ideas, themes and/or concepts developed in the Submission or which arise therefrom even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how.

The Creator authorizes and agrees not to oppose any re-use of the ideas, themes or concepts contained in his Submission by the Company, its partners and clients, for research and development purposes in order to elaborate, manufacture, distribute, market and sell any objects, products or services and, more generally, for any use whatsoever in the general course of business.

2.4 Uses of the Submission

The Company shall have the right to use the Submission embodied therein, for purposes of advertising and promoting the Company and/or its products, the Contest, any other future promotions, or for any commercial, trade or other purpose which the Company deems necessary or desirable, in any and all media now or hereafter developed, worldwide and without further compensation, notification or permission from Creator or any third party.

The assignment mentioned above as agreed to by the Creator, specified in articles 2.1, 2.2 and 2.3 above covers the following types of use:

- The right to broadcast or cause the broadcasting of the Submission on the Internet, on the mobile telephone network, by all processes inherent to this mode of communication, known or unknown at this date including the reproduction on any computer server, digital or opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD for no valuable consideration (video on demand), by streaming broadcasting involving a temporary reproduction without the downloading possibility by the video viewer, by permanently or temporarily downloading, by communication on the screens of terminals used to connect to the Internet (computer terminal equipment of a network, personal assistant, mobile phone, Game console, tablets etc.); and whatever the communication channel (hertz, cable, satellite, fixed telephone line (analog line, xDSL), mobile telephone (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, 4G etc..), cable, fiber optic, satellite, wireless, etc.), for its communication to the public with or without encryption for both individual and collective reception. This right includes the use for advertisement purposes (including but not limited to interstitials and banner advertisements), the communication on social network websites and video sharing websites.
- The right to broadcast (through Hertzian wave, cable, satellite, digital and/or Internet TV) the Submission, with or without encryption, both for individual and collective receiving, through all processes associated with this mode of operation – TV Hertzian broadcasting, by on-demand (e.g. VOD, video on demand), cable distribution (simultaneous or deferred, in full or extract), satellite (allowing or not allowing the receipt of the work through third parties) or by all means of online transmission (analog, digital, computer, telephone, tablet, wireless devise etc.).
- The right to reproduce, communicate and broadcast the Submission, for promotion and advertisement purposes e.g. promotion and advertisement of the Company's current and future activities, products and services, on all media now known or developed in the future., by any process and by all methods as well as for the Company's internal and external communications, press relations, corporate communications, sales documentation and/or point-of-sale advertisements.
- The right to use the Submission for all the commercial uses implied by the Company's or third parties current or later developed business activities including without limitation the right to commercialize, market, distribute and sell in any manner and form, any product using the Submission as an accessory or as a primary element, including without limitation and regarding applied art works, motifs, product designs, packaging and clothing designs.
- The right to use the Submission for market research activities, presentation of products or services offered or contemplated by the Company which include, but are not limited to, the analysis of ideas and concepts embodied in the Submission, the generation of insights, establishing and/or using consumer panels to assess reactions to ideas and concepts embodied in the Submission, presentation of case studies.
- The right to make, cause the making, reproduce, communicate (i) one or more works illustrating the same topics, characters, situations, dialogues, etc.. incorporated in whole or in part in the Submission, (ii) one or more works incorporating elements of the Submission and whose action would take place at an earlier period, contemporary and

subsequent to that of the Submission, (iii) one or more works containing one or more characters and put them into a completely novel story and situations and whose action does not necessarily involve a direct link with that of the Submission. The Company will have total freedom over artistic and technical matters regarding the making of these derivative works and regarding the making of original works inspired by the themes, concepts and ideas embodied in the Submission.

- The right to communicate the Submission in public places, exhibitions, public showings, festivals and promotional events.

- The right to make or to cause the making of originals and copies of the Submission, with no number limitation, on all supports (analogue or digital) and by all media, known or unknown to this day, including without limitation CD, CD-R, CD-RW, CDI, DVD, DVD-R, DVD+R, DVD+RW, DVD-ROM, DVD-RAM, Blue-Ray Disc, CD-ROM, USB key drives, hard drives, computer servers, floppies.

- The right to Use the Submission for internal Use by the Company which includes, but is not limited to, (i) the right to make originals and copies, with no number limitation, on all supports and by all media, known or developed in the future, including without limitation, analog and digital media, videotapes, videodiscs, electronic, digital (CDI, DVD, DVD-ROM, CD-ROM, USB key drives, hard drives), (ii) the right to broadcast the Submission at internal meetings, (iii) the right to reproduce the Submission and its extracts on internal printed communication documentation.

- The right to transfer or grant a license to any or all of the Intellectual Property Rights in the Submission assigned by the Creator pursuant to this Agreement for the right to reproduce, distribute, disseminate, market, manufacture, and sell, in any form whatsoever, on any medium and by any means, whether now known or developed in the future, through any licensing agreement to any third party, either for consideration or without charge, and allow unlimited sublicensing through multiple levels.

2.5 The Creator hereby assigns to the Company the exclusive right to file, register and protect in the Company's name, all the Intellectual Property Rights that may subsist in the Submission. This includes any patent, utility model, supplementary protection certificate, new variety certificate, topography of a semiconductor product, all applications to register designs or models, a trademark or domain name be it domestically or internationally. Furthermore, the Creator hereby agrees to allow the Company to use the Submission, in whole or in part, for the purposes of a company name, trading name or sign.

The Company shall enjoy and use all the rights associated with or attached to the Intellectual Property Rights in the Submission as it deems fit in its sole discretion.

In the event that such registration, reservation or filing is performed by the Company, the Creator expressly agrees that the rights associated therewith which have been assigned pursuant to this Agreement, shall survive the term set forth in this Agreement at article 2.7 and shall be effective so long as such rights are protected by said industrial property rights.

2.6 Freedom to use the Submission or not

The Company shall have no obligation to use the Submission. Furthermore, the Company shall be entitled to suspend, terminate or resume the use of the Submission at any moment. The Company shall not be subject to any obligation to use the ideas, themes, or concepts embodied in the Submission.

2.7 Term and territorial validity

To the maximum extent permitted by applicable law, rights assigned under this Agreement are assigned for perpetuity. To the extent perpetual assignment of Intellectual Property Rights is not possible under applicable law, this Agreement shall have effect for the legal duration of protection of the assigned rights as established in this Agreement. This Agreement shall have effect on a worldwide basis.

2.8 Waiving of moral rights

To the maximum extent permitted by applicable law, the Creator irrevocably and unconditionally waives all of his/her moral rights in each copyright work or such other subject matter comprised in the Submission.

To the extent such waiver is not possible under applicable law, the Creator hereby covenants and agrees not to enforce such rights, and shall indemnify, defend and hold harmless Company pursuant to clause 7 for any moral rights claims against Company with respect to the Submission, whether made by the Creator or any third party.

3. USE OF THE SUBMISSION BY THE CREATOR - CONFIDENTIALITY

The rights assigned under this Agreement are exclusive rights, i.e. the Creator will not use, reproduce or communicate the Submission to the public without the Company's prior consent, including without limitation:

- The Creator will not re-use the Submission in any other contest nor will he/she assign, license or grant his/her rights in the Submission to any other third party nor use his/her rights in the Submission for his/her own benefit or that of any third party for the entire term mentioned above.
- The Creator will not be allowed to use the Submission or any part thereof for commercial distribution, sale or any commercial purposes.
- The Creator will not communicate the Submission to the public even for non-commercial purpose such as portfolio, broadcasting on personal Internet website, or through personal account on video sharing website or social network websites.

The Creator will keep the Submission, the identification details of the Company in the case of unbranded contest, and the fact that he/she has assigned the Intellectual Property Rights on the Submission to the Company as confidential and will not disclose such elements ("Confidential Information") to any third party during the term of the Agreement. The Creator must not disclose any Confidential Information except to the extent such disclosure: is required by Law or a court; is reasonably necessary to advise his/her personal legal or financial counsel, the tax administration, or his/her immediate family members.

4. THE CREATOR'S CREDIT

It is agreed that – according to custom – in the scope of using works concerned with advertising and applied arts, the Submission will be reproduced and/or represented without mentioning the Creator's name, which the Creator expressly accepts.

5. REMUNERATION

In consideration for assigning the rights under article 2 of this Agreement, the Creator shall receive a global, one time and definitive lump sum equal to the Prize set forth in the Assignment Form.

The payment of this compensation will be made by Eyeka, a company Registered under French law, having its address at 128 rue La Boétie, 75008 Paris, Registration No.: 488 120 916 RCS Paris, acting on behalf of the Company and in its name, duly authorized for this purpose by the Company.

6. PROTECTION OF THE ASSIGNED RIGHTS

The Company will have, by effect of the present Agreement, the exclusive right to take any action to prevent or stop any infringement or unauthorized use, in whatever form, of the Submission.

The Creator agrees to not obstruct in any way the reasonable use of the Submission and to not make any declarations, by whatever means, which would risk causing any prejudice to the Company or to Eyeka regarding this use.

This assignment includes the right to sue for, and recover, damages and other relief in relation to any infringement of the Intellectual Property Rights vesting in the Submission (including for conversion or detention), including any that may have occurred before the date of assignment.

7. WARRANTIES AND INDEMNITIES

7.1 The Creator warrants that the Company shall quietly enjoy and exercise all of the rights attached to the Submission and assigned pursuant to this Agreement.

7.2 The Creator warrants that this assignment of Intellectual Property Rights in the Submission does not violate any applicable laws or infringe any third party rights (including without limitation Intellectual Property Rights, publicity rights, privacy, or obligation of confidentiality).

7.3 The Creator shall indemnify and hold the Company harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by the Company in relation to any breach of this Agreement by the Creator.

7.4 The Creator warrants that he/she is the sole proprietor of the Intellectual Property Rights assigned to the Company or, in the event the Creator is not the sole proprietor of the aforementioned rights, he/she irrevocably warrants to the Company that, before making the Submission available, he/she obtained all of the authorizations, licences and rights required to grant the assignment of rights in writing from all proprietors of Intellectual Property Rights in and to the Submission from each of the authors who have contributed to their Submission, and/or from all of the people having submitted an idea during the development or the making of the Submission allowing the Creator to grant such rights under this Agreement and allowing the Company to use and exploit the Submission as per this Agreement without the Company having to pay such people any monies/fees/royalties. In all respects, the Creator irrevocably undertakes to

provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations, licences and grants of rights.

7.5 The Creator warrants that he/she has obtained written permissions from all of the people represented in the Submission, all of the artists having performed an artistic, musical or dramatic performance reproduced in the Submission, and any third party having created Third Party Elements included in the Submission, in order to use such elements in the Submission in accordance with this Agreement and allowing the Company to use and exploit the Submission as per this Agreement without the Company having to pay such people any monies/fees/royalties. The Creator irrevocably undertakes to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

7.6 Notwithstanding the foregoing and for Ideation Contests only, in the event the Creator hasn't obtained the necessary authorizations or licenses to use the Third Party Elements upon signature of the Agreement, the Creator must clearly indicate such elements and tick the corresponding box available for that purpose in the Assignment Form. It is agreed that any final decision to use such Third Party Elements and to obtain the necessary authorizations will be in the discretion of the Company. The Creator irrevocably undertakes to provide the Company at any time, at its request, with a version of the Contribution without such element.

8. GENERAL

For the purpose of enabling the Company to exercise all of its rights under the Rules and the Assignment Agreement, Eyeka shall make the Assignment Agreements executed by the winners available to the Client on the Eyeka Client Platform allowing the Client to collect the winners' Personal Data contained in the Assignment Agreement. The Client warrants that it will comply with all applicable data protection laws and regulations.

9. GENERAL

9.1 The Company may assign its rights and obligations arising hereunder, in whole or in part, to any person of its choice without the prior consent of the Creator being necessary on a case by case basis.

9.2 Should a provision of this Agreement be declared null and void, the remainder of this Agreement will remain entirely enforceable.

9.3 Should either party choose not to exercise a provision of this Agreement, this shall under no circumstances be construed as waiving of the benefit of the aforementioned provision or obligation.

9.4 Any amendment to this Agreement shall be agreed by both parties in writing and shall be set out in a supplemental agreement signed by the parties.

9.5 This Agreement shall not be deemed to create a partnership, relationship of subordination, agency or joint enterprise between the parties.

9.6 This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the assignment of rights and the use of the Submission and shall supersede and cancel all previous agreements either oral or written, with respect to the assignment of rights and the use of the Submission.

9.7 The parties agree that this Agreement becomes legally binding as soon as the Creator and the Company, represented to that purpose by Eyeka, sign this Agreement, or copies of the Assignment Form made by any means whatsoever. This Agreement may be executed in exchanged counterparts, whether by PDF file, facsimile or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument. These copies shall be deemed to have the same evidentiary value as a written hard copy document.

10. GOVERNING LAW AND JURISDICTION

Unless otherwise provided under applicable laws or regulations of a public policy nature, this Agreement shall be interpreted, construed and governed by the laws of the country in which the Company is incorporated and any dispute which arises in connection with the preparation, interpretation or performance of this Agreement shall be brought before the court having jurisdiction over such matters in the city where the Company has its headquarters.