

This Kreator agreement (the "Agreement") is entered into between the **Kreator** and Coty Apps (**Kovalee** or the **Company**) (together, the **Parties**) and entries into force on the date of its acceptance (through any means provided by Kovalee) by the Kreator.

"**Kovalee Platform**" means the platform available at <https://kreators.kovalee.app/>.

"**Kreator**" means any individual person creating Kreator Content and uploading it to the Kovalee Platform

"**Kreator Content**" means the image, text, graphics, designs, illustrations, photographs, audio, videos, music, and any and all materials, designs, images, content, and information of any kind whatsoever created, produced by Kreator, and transmitted to Kovalee as part of this Agreement.

## 1. How does it work ?

### 1.1. Brief Acceptance & Rejection Clause

The Kreator must accept or refuse the brief proposal from the Company, by replying to the email only with "YES" or "NO". .

### 1.2. Delivery

The Kreator will have to deliver the Content within a maximum 5-day delivery period which starts as soon as the Kreator sends the above-mentioned YES/NO email. If the Kreator fails to deliver within the allocated time range, the Company will deduct 50% of the payment, unless the Company decides otherwise.

If the Content is not delivered within 7 days, the Company reserves the right to remove the Kreator from the program.

### 1.3. Campaign Process and Rules

All Kreator Content must be approved by Kovalee before posting. Kovalee keeps the right to request one (1) round of amendment in case of a brief change.

In the event that the content delivery is not approved by the Company, the Kreator will be notified within a reasonable time frame and allowed to rectify any issues before resubmission.

### 1.4. Content Usage

The Company will publish the Kreator Content to specific ad networks on dates and at a frequency that will be determined by the Company as its sole discretion.

## 2. Ownership, transfer of rights

For the purposes of the Agreement, Kreator assigns all intellectual property rights (including trademarks, trade secrets, trade dress, design, mask work, copyrights, and patent rights) in relation with the Kreator Content to Kovalee, for the entire world and for the entire

legal term of protection of the Kreator Content by the applicable intellectual property rights.

The assigned copyrights include the right for Kovalee to :

- use, copy, display, perform, and publish the Kreator Content,
- adapt, modify, translate, edit, by any means or process, the Kreator Content,
- sublicense, assign, distribute, and sell the Kreator Content,
- and more generally, dispose of and exploit Kreator Content in a form not foreseeable or not foreseen at the date of acceptance of these Agreement.

All of the above on/in all and any support, form or media (including but not limited to ad networks, email marketing, paid search listings, Facebook, Instagram, Snap, TikTok, Google and website blogs), any language, for free or for payment.

This means that Kreator cannot (i) publish the Kreator Content on their own supports including social media accounts and (ii) allow third parties to use the Kreator Content through a license or an assignment.

## 3. Access and use of Kovalee Platform

Kovalee hereby grants to Kreator a non-exclusive, non-sublicensable, non-transferable license to use the Kovalee Platform solely to perform the Kreator's obligations under this Agreement.

All distinctive signs, brands, logos, texts, comments, illustrations and images reproduced on the Kovalee Platform are the property of Kovalee. They are protected by copyright throughout the world and may not be reproduced, used or represented without the express authorization of Kovalee.

**Kreators guarantee they are over 16. Between 16 and 18, they must provide consent from a parent/ legal guardian.**

## 4. Representations and Warranties

Kreator hereby warrants, represents and undertakes to Kovalee that throughout the Term: (i) The Kreator Content is free and clear from any lien or encumbrances; (ii) The Kreator Content does not contain content which is illegal, obscene, defamatory, which discriminates on the grounds of race, religion, gender, sexuality or otherwise, which depicts violence or sexual force; (iii) Kreator is the sole owner of the Kreator Content and/or has duly acquired, or has been legally vested with, all rights (including intellectual property rights) from any third party, including without limitation from its past or present

employees, trainees, officers, shareholders, suppliers, subcontractors consultants and agents, that may have been involved in the creation of the Kreator Content, and all amounts due in this regard have been duly paid; the foregoing will remain accurate throughout the duration of this Agreement; (iv) The Kreator Content in its version as of the date(s) of the performance does and will not infringe any third party's intellectual property rights.

In the event of a third-party infringement claim in relation with the Kreator Content, the Kreator shall: (1) provide Kovalee by any means with the right to continue to use the Kreator Content in the same conditions; and/or (2) indemnify Kovalee for any damages that may be claimed and awarded as compensation for the third party's loss suffered as a result of the infringement of its intellectual property rights.

## 5. Confidentiality

No party to this Agreement shall disclose the content of this Agreement, the marketing or business plans of Kovalee or the details of the fees, or any confidential information of the other party to any third party. This obligation shall survive termination of this Agreement.

## 6. Termination Clause

If the Kreator wishes to immediately remove themselves from the program, they must communicate with the Company by email with the following: "Hi Kovalee, I wish to be removed from the program. Thank you."

Upon termination of the Agreement, Kovalee's license granted to Kreator under Clause 3 will be terminated.

## 7. Independent contractor

Kreator is retained as an independent contractor of Kovalee. Kreator may conclude the Agreement as a non-professional (Kreator generates Kreator Content on a one-off basis) or as a professional (Kreator is a self-employed individual, who performs services similar to those performed under this Agreement for various entities and individuals other than Company).

In any event, Kreator acknowledges and agrees that Kreator is solely responsible for the manner and form by which Kreator performs under this Agreement, and for determining their professional or non-professional status.

Kreator is responsible for the withholding and payment of all taxes and other assessments arising out of Kreator's performance of services.

## 8. Fees & Payment:

Kovalee will pay the Kreator the fee offered on the Platform and confirmed by email, subject to satisfactory receipt of all Kreator Content in accordance with the guidelines sent by Kovalee and the Agreement.

Upon the Company's approval of the delivered content, the Kreator will receive payment within 15 business days. Payment will be made to the PayPal account associated with the Kreator's phone number or email, as provided by the Kreator to the Company. The Kreator acknowledges and confirms that the PayPal account associated with their phone number or email is accurate and up-to-date. The Company will bear any transaction fees associated with the PayPal transfer.

Kovalee reserves the right to withhold or block a payment if fraud is suspected or if Kreator Content that does not comply with the rules has been uploaded.

## 9. Invoicing

**Reminder : Kovalee has no way of determining whether Kreator is a professional or a non-professional. Kreator is solely responsible for this determination and the proper fulfillment of its legal, fiscal and social obligations relating to the receipt of payments (including VAT). Kovalee does not provide legal or accounting advice in this respect, or in any respect whatsoever. In case of doubt, Kreator must contact a qualified professional.**

In order to facilitate the payment, Kovalee has set up a self-billing system. In this respect, by accepting this Agreement, the Kreator agrees to enter into the invoicing mandate as attached hereto authorizing Kovalee to draw up, in its name and on its behalf, the invoices relating to the Kreator Content (the **Mandate**).

No payment may be made until the Mandate has been accepted by the Kreator.

For the proper establishment of the Mandate and the proper receipt of the payments, the Kreator is fully responsible for providing to Kovalee the correct and up-to-date data required for the establishment of the invoices and the payment, i.e. when applicable:

- For invoices/receipts: surname, first name, address and, if you are a VAT-registered professional, all the information that must appear on invoices as required by the applicable regulations in force and in particular your SIRET number and intra-Community VAT number.

- For bank transfer: surname, first name, address and IBAN of the Kreator.

Under no circumstances will Kovalee be liable for failure to issue invoices or to execute a payment if the data mentioned above has not been entered correctly.

Non-professional Kreators shall provide to Kovalee, upon request (and maximum once a year) a self-signed declaration stating that they have declared the payments received by Kovalee to the competent tax administration.

## 10. Protection of personal data

Kovalee collects and processes the Kreator's personal data to enable the Kreator to upload Kreator Content, to issue invoices and to receive payments. To find out more about how Kovalee processes Kreators' personal data and the Kreator's rights in relation to such data processing activities, the Kreator may refer to Kovalee Data Protection Policy.

## 11. Limited liability

Kovalee may not be held liable for any damage suffered by the Kreator or by a third party resulting directly or indirectly from the Kreator's failure to comply with this Agreement, from negligence, or from non-authorized use of the Kovalee Platform.

In the event of direct damages caused to the Kreator by gross negligence or fraud, Kovalee shall be liable in accordance with the applicable law.

Kovalee is not liable of any other damages.

Kovalee offers no guarantee of results. Kovalee cannot guarantee or commit to the fact that the Kreator Content will be used by Kovalee or result in a payment.

## 12. Governing law and jurisdiction

The Agreement is governed by the laws of France, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The courts of Paris shall have exclusive jurisdiction for all disputes arising out of or in connection with this Agreement.