

Wehype - Creator Terms of Service

These general terms of service (the “**General Terms of Service**”) shall apply to all offers and orders regarding the Services (as defined below) that are made by Wehype Global AB, reg. no. 559068-6936, a company duly organized and existing under the laws of Sweden, having its registered address at Bergsbrunnagatan 20, 753 23 Uppsala, Sweden (“**Wehype**”) to (and accepted by) a Creator of Content (both as defined below). The Creator and Wehype are collectively referred to as the “**Parties**” and individually as a “**Party**”. These General Terms of Service constitute an integral part of the order confirmation made in the Wehype Portal (as defined below) and/or the Order Form (as defined below) signed by the Parties and together they constitute an agreement entered into by the Creator and Wehype (the “**Agreement**”). Capitalized terms used but not defined in these General Terms of Service shall have the meaning ascribed to such terms in the Wehype Portal (as defined below) and/or in the Order Form (as defined below) signed by the Parties.

1. SERVICES AND COMPENSATION

1.1 Background. Wehype provides its customers (the “**Advertiser**”) with the possibility to advertise its games via a global network of creators of content active on video streaming platforms such as Twitch Interactive Inc. and YouTube. For this purpose, Wehype invites a creator of content (the “**Creator**”) to participate in marketing activities by entering into the Agreement.

Wehype owns and operates <https://wehype.it>, <https://wehype.com>, <https://app.wehype.it>, and other websites and applications (collectively referred to as the “**Wehype Portal**”). The Creator may enter into the Agreement either by signing an order form (the “**Order Form**”) provided by Wehype or by accepting certain marketing activities as listed from time to time in the Wehype Portal. The Agreement stipulates the contractual relationship of Wehype and the Creator under which the Creator is to create and publish Content relating to specific games as listed and specified in the Order Form or in the Wehype Portal (the “**Services**”). For the avoidance of doubt, the Creator acknowledges and agrees that the Agreement only applies between the Creator and Wehype, and that the Creator will not have entered into any agreement or contractual arrangement directly with any Advertiser relating to the Services.

These General Terms of Service applies to any and all engagements between Wehype and the Creator.

1.2 Compensation. After all deliverables provided under the Services have been fully met, Wehype shall compensate the Creator for the Services at the prices and/or with the benefits as set out in the Order Form or in the Wehype Portal from time to time.

1.3 Invoice. If the Creator is entitled to monetary compensation in accordance with Section 1.2, and provided that the monetary transaction is not handled through the Wehype Portal in accordance with Section 2.4 or otherwise as stated in the Order Form or in the Wehype Portal, the Creator is entitled to

invoice Wehype for the Services performed at the prices and fees set out in the Order Form.

The agreed prices are excluding VAT and the term of payment is 30 days, insofar as nothing else is stated in the Order Form.

1.4 Forfeit of Compensation. Should the Creator, in any way, violate the Agreement, Wehype reserves the right to withhold compensation to the Creator for Services performed. The Creator understands and accepts that the Creator forfeits all right to compensation from the date of the first action or omission that violates the Agreement and will not receive any compensation until such violation has ceased and been duly rectified (as decided by Wehype in its sole discretion). If it is determined by Wehype that the Creator is in violation of the Agreement after a payment have been issued by Wehype, Wehype reserves the right to recover such payment by deducting corresponding amounts from any future payment the Creator may receive.

1.5 Taxes. The Creator is responsible for reporting and paying all taxes associated with the compensation the Creator earns through the performance of the Services. Wehype collects tax identification information and reports such information to tax authorities as required by law. If Wehype is required by law to collect transactional taxes (such as VAT or GST or similar taxes), a corresponding amount will be deducted from any payments made by Wehype to the Creator.

1.6 Currency. Unless otherwise specified, the Creator accepts that the compensation, if monetary, is denominated in the currency EUR. The Creator accepts to pay all foreign transaction fees that may apply if the Creator opts to receive payment of the compensation in any different currency. If the Creator selects Paypal as the preferred payment method, or if the Creator is based in the United States, the compensation, if monetary, will be exchanged to USD. The exchange rate will be determined using the day

rate quoted by the Swedish Central Bank (Sw. *Sveriges Riksbank*) for the pay-out request date.

1.7 Swedish Individuals. If the Creator is a Swedish individual not approved for F-tax (Sw. *F-skatt*), the Creator accepts that the payments are remitted through Wehype's partner Cool Company (<https://coolcompany.com/>) and the Creator also accepts Cool Company's terms and conditions. Cool Company is also responsible for managing the tax and tax documentation relating to the Services for the Creator. The Creator accepts the fees charged by Cool Company listed at <http://help.wehype.com/en/articles/3835219-what-payment-options-do-i-have-and-what-are-the-fees>.

1.8 Sanctions and trade restrictions. Wehype will not take part in a transaction that violates economic sanctions and trade restrictions. Therefore, Wehype reserves the right to withhold compensation to designated peoples, places or items that are subject to economic sanctions and trade restrictions.

1.9 Case of Advertiser's Financial Distress. In the event that an Advertiser is filing for bankruptcy, facing insolvency, or is otherwise unable to fulfil its payment obligations to Wehype, Wehype reserves the right to withhold any payments due to the Creator until such time that the Advertiser's financial obligations to Wehype are settled. Wehype will provide written notice to the Creator in such circumstances.

2. Wehype Portal

2.1 Purpose. The purpose of the Wehype Portal is to facilitate the connection and interaction between the Creator, Wehype, the Advertiser and other third-parties, and to enable the Creator to create Content.

2.2 Eligibility. The Wehype Portal is not available to, and may not be used by, individuals under the age of 13. If the Creator is under 18 years old, or under the age of legal majority in its country of residence, the Creator may only use the Wehype Portal if consented to by a parent or legal guardian. In such a case, the parent or legal guardian agrees to be legally bound by these General Terms of Service.

Wehype disclaims any liability related to the use of the Wehype Portal by anyone under the age of 13 as well as by anyone under the age of 18 without a consent from a parent or legal guardian.

2.3 Account Registration and Security. In order to get access to the Wehype Portal, the Creator must create an account. The Creator ensures that all information provided in connection with the registration is accurate, up to date and complete. The Creator is

responsible for maintaining the confidentiality of the account credentials, and for all activities that occur on the account. The Creator agrees to immediately notify Wehype of any unauthorized use of the account or any other breach of security.

Wehype may, in its sole discretion, at any time deny the Creator to create an account and/or use the Wehype Portal.

2.4 Compensation through the Wehype Portal. If the Creator have created an account and gained access to the Wehype Portal and if the Creator is entitled to monetary compensation in accordance with Section 1.2, the Creator will be compensated through the Wehype Portal, if not otherwise agreed between the Parties. Such compensation may be issued by Wehype upon request by the Creator and payable within thirty (30) days.

All payments are handled via third-parties or invoice. When using any of the third-party alternatives provided in the Wehype Portal, the Creator agrees to its corresponding terms and conditions, and fees.

Upon request, the Creator may be required to provide Wehype with additional information.

2.5 Minimum Withdrawal Amount. If the Creator have received money to their account at the Wehype Portal, the Creator may withdraw a minimum of EUR 100 per time of withdrawal from the Wehype Portal. Wehype will have no obligation to pay the Creator unless and until the balance of the Creator's account in the Wehype Portal exceeds EUR 100.

3. TERM AND TERMINATION

3.1 Term. If the Agreement has been entered into by the Parties signing of the Order Form, the Agreement enters into force on the Effective Date and shall remain in full force and effect until the End Date as stipulated in the Order Form following which the Agreement will terminate automatically unless the Parties have agreed in writing to prolong the Agreement. If no End Date is agreed upon, the Agreement shall remain in force and effect until terminated by either Party in accordance with the terms set out in Section 3.3 and 3.4.

If the Agreement has been entered into by the Creator's acceptance of certain marketing activities as listed from time to time in the Wehype Portal, the Agreement shall remain in force until the Creator's account in the Wehype Portal has been terminated in accordance with the terms set out in Section 3.2.

3.2 Termination of Accounts. The Creator may terminate its account in the Wehype Portal at any

time. If the Creator terminates its account, any accrued compensation that has not been withdrawn will be forfeited.

Wehype reserves the right to, in its sole discretion, terminate the Creator's account in the Wehype Portal and thereby the Creators right to use the Wehype Portal without any liability for Wehype. If Wehype terminates the Creator's account, the Creator has 30 days to withdraw any accrued compensation. If the Creator has not withdrawn any accrued compensation within 30 days from Wehype's termination, the amount will be forfeited.

3.3 Termination for cause. Either Party shall have the right to terminate the Agreement with immediate effect, in whole or in part, without liability by written notice to the other Party if the other Party commits a material breach of its obligations under the agreement. However, in case of a material breach which can be rectified, neither Party shall be entitled to terminate the Agreement unless and until the breaching Party has failed to rectify such breach within thirty (30) days after the breaching Party was served with a written notice requiring such breach to be rectified.

Either Party shall have the right to terminate the Agreement with immediate effect in whole or in part without liability by written notice to the other Party, if the other Party enters into liquidation or composition proceedings with its creditors, becomes insolvent, or if a petition of bankruptcy or other insolvency proceedings are filed by or against the other Party.

3.4 Termination for Convenience. Wehype shall have the right to immediately terminate the Agreement in whole or in part without liability following a prior written notice to the Creator. Wehype shall pay the Creator for the Services already performed under the Agreement as at the date of such termination in accordance with the prices and fees set out in the Order Form. As soon as reasonably practicable following receipt of a termination notice, the Creator shall submit an itemized accounting of the Services performed under the Agreement and payments received in order to determine the balance to be paid. Such balance shall be paid by Wehype in accordance with Section 1.2.

Further, if no End Date has been set out in the Agreement, the Creator shall have the right to immediately terminate the Agreement in whole or in part without liability following a prior written notice to Wehype. Wehype shall pay the Creator for the Services already performed under the Agreement as at the date of such termination in accordance with the prices and fees set out in the Order Form. As soon as reasonably practicable following such termination, the Creator shall submit an itemized accounting of the

Services performed under the Agreement and payments received in order to determine the balance to be paid. Such balance shall be paid by Wehype in accordance with Section 1.2.

3.5 Postponement. Wehype may at any time and in relation to any game or Advertiser postpone the Creator's performance of the Services, provided that Wehype compensates the Creator for the parts of the Services already performed at the date of the postponement.

3.6 Survival. Expiry or termination of the Agreement shall not release either Party from any liability which at the time of such expiry or termination has already accrued to the Party or which may accrue thereafter, in respect of any act or omission, prior to expiry or termination. Obligations and provisions which are expressed to, or by their nature and context are intended to, survive such expiry or termination shall survive the expiry or termination of the Agreement. For the avoidance of doubt, Sections 6 (Confidentiality), 7 (Intellectual Property Rights), 8 (Limitation of Liability), and 9 (Indemnification) shall survive expiry or termination of the Agreement.

4. CONTENT

4.1 Content. "Content" shall mean all streams, videos, photos, texts, social media posts, artwork, dialogue, catch phrases, stories, music, sounds, audio-visual effects, and any other content generated from or as a result of the Services.

4.2 Compliance. By entering into the Agreement, the Creator agrees and understands that the Creator is solely responsible for the Content's compliance with any and all laws, regulations and guidelines as applicable. By way of example, in compliance with the Swedish Marketing Practices Act (SFS 2008:486), the FTC guidelines and the ICC Advertising and Marketing Communications Code, the Creator undertakes to clearly disclose and label any sponsored content and collaborations with Advertisers. Further, the Creator ensures to clearly communicate (verbally and in writing) that each Content is sponsored to the Creator's audience during the entire time the Creator is providing the relevant Service.

4.3 Harmful Content. The Creator undertakes not to publish any Content that could cause damage to the Advertiser's or Wehype's reputation or the reputation and goodwill of the Advertiser's or Wehype's products and services. Such Content includes, but is not limited to, any and all Content that is deemed inappropriate by Wehype or the Advertiser including, but not limited to, Content that:

- a) is unlawful, vulgar, obscene, defamatory, libellous, threatening, abusive, harassing, or harmful;
- b) promotes racism, bigotry, hatred or physical harm of any kind against any individual or group, or encourages any other conduct that would be considered offensive or inappropriate or objectionable; or
- c) displays pornographic or sexually explicit material of any kind.

4.4 Removal of Content. Following Wehype's written notice, the Creator guarantees to immediately, without compensation, remove any Content that Wehype or the Advertiser, in their own discretion, considers to be harmful content (as set out in section 4.3) or that is not in line with Wehype's or the Advertiser's values, marketing guidelines, branding or is otherwise undesirable. Further, the Creator guarantees to immediately, without compensation, remove any material that Wehype at its own discretion otherwise finds obscene, contain inappropriate material and/or in any other way could violate the Agreement, Swedish law, applicable marketing guidelines and/or that may infringe any third-party right, including but not limited to intellectual property rights.

4.5 Personal Data. If the Content contains personal data, the Creator is solely responsible to ensure that such processing is carried out in accordance with applicable law and that the Creator has (if applicable) collected sufficient consents from the individuals concerned prior to creating the Content.

4.6 Third Party Rights. The Creator ensures and warrants that the Content does not infringe any third-party rights, including but not limited to intellectual property rights. The Creator shall indemnify and hold Wehype harmless from any and all third-party claims as further set out in Section 10.1.

5. FORBIDDEN ACTIVITIES

5.1 Impersonation. The Creator undertakes never to falsely use the identity of or claim to be another person, brand or entity, or otherwise cause confusion about the source of the Content or the source of goods or services included within the Content.

5.2 Unauthorized Access. The Creator undertakes:

- (i) not to copy the contents of any of Wehype's websites or applications (including, but not limited to, the Wehype Portal), and further not to use any technology, method, or scheme to reproduce or mirror all or any portion of any of Wehype's websites or applications (including, but not limited to, the Wehype Portal), nor utilize any other technology, or automated code of any kind, to copy or reproduce any of

Wehype's websites or applications (including, but not limited to, the Wehype Portal);

- (ii) not to access, tamper with, or use non-public areas of any of Wehype's websites and applications (including, but not limited to, the Wehype Portal), Wehype's computer systems, or any third-party provider system; and

- (iii) not to avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Wehype or any of Wehype's providers or any other third party (including other Users) to protect any of Wehype's websites and applications (including, but not limited to, the Wehype Portal).

Further, the Creator ensures not to advocate, encourage, or assist any third party in doing any of the activities mentioned in Section 5.2.

6. CONFIDENTIALITY

6.1 Confidentiality Undertaking. Each Party undertakes during the term of the Agreement and during a period of five (5) years thereafter to keep confidential and not to disclose to third parties any information (whether in written, oral, electronic or any other form) regarding the content or existence of the Agreement or the General Terms of Service and/or which such Party receives from or on behalf of the other Party in connection with the Agreement ("**Confidential Information**"). Furthermore, each Party shall take reasonable steps to prevent unauthorized use or disclosure of such information by its employees, other officers, advisors, subcontractors and other intermediaries to third parties.

The above confidentiality obligations do not apply to such information which:

- a) is known or subsequently becomes known to the public otherwise than by breach of the confidentiality undertaking; or
- b) prior to such receipt, was lawfully in the receiving Party's possession without restrictions as to the disclosure thereof and which was not acquired directly or indirectly from the other Party.

A Party may disclose Confidential Information to the extent such Party is obliged to disclose such information according to: (i) applicable law or regulation; (ii) a decision or order by a court or government authority; and/or (iii) applicable stock exchange regulations or the regulations of another recognized marketplace. If a Party is subject to any such obligation to disclose such information, such Party undertakes to immediately notify the other Party and undertakes to ensure that information which is disclosed in accordance with this Section 6 is, as far

as possible, considered confidential by the recipient of the information.

The Creator acknowledges that information regarding an Advertiser's business including without limitation its games, game content, release dates, technical information, commercial relations and/or future plans, may be very sensitive and confidential commercial information of the Advertiser and/or Wehype. Accordingly, the Creator shall not disclose any such information that may be made available pursuant to the Agreement, except to the extent and at the dates and/or times (as applicable) as specifically instructed in writing by Wehype from time to time or in the Agreement.

6.2 Return of Confidential Information. Upon termination and/or expiry of the Agreement, or at any other time if requested by the Party disclosing the Confidential Information, the other Party shall, unless otherwise agreed in writing, return or, if requested, destroy all Confidential Information of the Party disclosing the Confidential Information without retaining any copies thereof.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Definition. "Intellectual Property Rights" means all industrial and intellectual property rights, whether registered or unregistered, including, but not limited to trademarks, trade names, design rights (whether registered or unregistered), inventions (whether patentable or not), patents, know-how, copyright (including all copyright in any designs and computer software), source code, and current and future applications for any of the foregoing and "Results" means all results, material, documentation, statistics, data and technical information generated from the Services excluding Content.

7.2 Rights to the Intellectual Property. All Intellectual Property Rights existing prior to the execution of the Services or developed independently thereof (including Intellectual Property Rights pertaining to third parties), shall belong to the Party from which such Intellectual Property Rights originate.

7.3 Rights to the Results. Unless otherwise agreed in writing, the Parties agree that the exclusive and unlimited ownership to the Results and all Intellectual Property Rights in and pertaining to the Results, including, but not limited to, the right to freely transfer, license, amend and modify such Results shall be the sole and exclusive property of Wehype or its licensors (as applicable).

7.4 License. For the purpose of the performance of the Services, the Creator is granted a revocable,

worldwide, royalty-free, non-exclusive and non-transferable right and license to use and reproduce the material provided by Wehype, solely for the purpose of performing the Services. Further, the Creator is granted, during the term of the performance of the Services, a worldwide, royalty-free, non-exclusive, and non-transferable right and license to use and reproduce the Advertiser's Marks (as defined below), solely as necessary to perform the obligations set forth in the Agreement. Any use by the Creators of the Advertiser's Marks must be in accordance with applicable law and such usage guidelines as the Advertiser's may provide from time to time. Any and all goodwill and other proprietary rights that are created by or that result from Creators' use of the Advertiser's Marks as permitted hereunder inure solely to the benefit of the Advertiser and the Creator will not challenge or contest the validity of the Advertiser's Marks. "Marks" mean trademarks, service marks, logos, slogans, trade names, all applications, registrations and renewals in connection therewith, and all goodwill associated therewith throughout the world.

7.5 Content. Notwithstanding this Section 7 or any other provision of The Agreement, the Creator shall retain the ownership and rights in and to all Content that the Creator creates in connection with the Services, provided that the Creator may only use the Content for the purpose of performing the Services or as explicitly approved by Wehype in writing.

The Creator grants Wehype a worldwide, non-exclusive, transferable, sub-licensable perpetual and royalty-free right to use, reproduce, exploit, distribute, modify, transfer, make available to the public, prepare derivative works from, and publicly display the Content.

7.6 Republication. For the purposes of this Section 7.6 and notwithstanding any broader license rights granted in other sections of these General Terms of Service, the Creator grants Wehype and the Advertiser a perpetual, non-exclusive, royalty-free right and license to use, reproduce, and display the Content solely in the context of the Services described in this Section 7.6 on any platforms or websites owned or controlled by Wehype or the Advertiser. This license is non-transferable, except as necessary for Wehype or Advertiser to utilize the Content as described herein. Any modifications to the Content, other than minor or temporal adjustments required for display purposes, or the creation of derivative works based on the Content, require the express consent of the Creator. Once the Content is posted, Wehype and the Advertiser are not obligated to remove them from any platform, but shall refrain from further amplifying them without the Creator's approval. License rights to the Content granted under

other sections remain unaffected and in full force and effect outside of this Section 7.6.

The Creator shall also grant Wehype and the Advertiser the right to reshare including but not limited to via retweet, regram, or any other share functionality available via a third-party social media platform, any Content relating to the Services published by the Creator.

7.7 Name and Likeness. Notwithstanding this Section 7 or any other provision of the order confirmation or these General Terms of Service, Wehype and the Advertiser are entitled to use, reproduce, and commercially exploit the name, including professional name, image and likeness of the Creator.

8. LIMITATIONS OF LIABILITY

8.1 Limitations of Liability. In no event shall Wehype be liable to the Creator for any indirect or consequential damages, including without limitation loss of production, loss of business, loss of data, loss of investment, loss of revenue and loss of goodwill.

Wehype's liability shall in any case be limited to direct damages and to an amount equal to the compensation paid for the Services.

The limitation of liability of a Party set forth in this Section 8 shall not apply in the event of such Party's (i) intentional acts, gross negligence or wilful misconduct and/or (ii) breach of Section 6 "Confidentiality" or Section 7 "Intellectual Property Rights".

9. COMMITMENTS

9.1. Best Efforts. Each Party will use its best efforts to take, or cause to be taken, all actions and to do, cause or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the undertakings as stated in the Agreement, including the Creator causing Wehype and Wehype causing the Creator to timely execute and deliver documents and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the undertakings as stated in the Agreement.

Should the Creator be contacted by an Advertiser for advertising or sponsorship purposes, within the aforementioned time frame, outside of the scope of the Services, the Creator shall immediately inform Wehype.

For the avoidance of doubt, this section 9.1 does not apply to any advertising or sponsorship arrangements

which the Creator was engaged in before entering into the Agreement.

10. INDEMNIFICATION

10.1 Indemnification. The Creator agrees to indemnify, defend, and hold harmless Wehype and its affiliates, officers, directors, employees, agents, licensors, and partners from and against any and all claims, demands, damages, losses, liabilities, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Creator's performance of the Services, the Creator's violation of these General Terms of Service, or the Creator's gross negligence or wilful misconduct.

In addition, the Creator agrees to defend, indemnify and hold Wehype and its affiliates, officers, directors, employees, agents, licensors, and partners harmless from and against any and all third-party claims, damages, liabilities, costs and expenses including reasonable attorneys' fees arising from the Content, including related intellectual property claims.

11. WARRANTIES

11.1 Conflicting commitments. The Creator warrants that it has no conflicting commitments or obligations that would interfere with the Creator's ability to enter into the Agreement or to perform the Services.

11.2 Services. The Creator will perform and prepare the Services in a timely, competent, professional, and workmanlike manner in compliance with applicable laws, regulations and guidelines.

11.3 Content. The Creator represent and warrant that the posting and use of the Content does not violate privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, trade secrets, know-how or any other rights of any person or company, and that the publishing or posting of the Content does not result in a breach of contract between the Creator and a third party. The Creator agrees to pay for all royalties, fees, and any other monies owed to any third party relating to the Content.

The Creator warrants that it has the right to grant Wehype the right to use the Content as described in Section 7. Further, the Creator warrants that Wehype's use of the Content in accordance with these General Terms of Service will not infringe any third-party intellectual property rights.

If the Creator is notified of or otherwise become aware of any claims related to the aforementioned

warranties in this Section 11.3, the Creator shall immediately inform Wehype thereof and shall assist Wehype in any action that Wehype shall see fit to take.

11.4 The Wehype Portal. The Creator understands that Wehype makes no warranties regarding the Wehype Portal. Wehype does not represent or warrant (i) the accuracy, completeness, or usefulness of any information provided through the Wehype Portal by Wehype or any third party, (ii) that the use of the Wehype Portal will be secure, uninterrupted, safe, always available, error-free, or (iii) will meet the Creators requirements, or that any defects in the Wehype Portal will be corrected.

12. AMENDMENTS

12.1 Amendments. Wehype may in its sole discretion modify, update, add to, discontinue, remove or otherwise change these General Terms of Service at any time. Each such modification will take immediate effect upon notification to the Creator.

The most current version of these General Terms of Service will be available in the Wehype Portal and supersedes previous versions.

13. ASSIGNMENTS

13.1 Assignments. The Creator shall not be entitled to assign its rights and/or obligations in relation to the Services without the prior written consent of Wehype.

Wehype may assign its rights and/or obligations in relation to the Services without prior consent from the Creator by notifying the Creator.

14. FORCE MAJEURE

14.1 Force Majeure event. A Party shall be entitled to suspend the performance of its obligations relating to the Services where such performance is prevented by a circumstance which is beyond such Party's reasonable control and which such Party could neither have foreseen nor reasonably should have foreseen in conjunction with the conclusion of the proposal listed in the Agreement. Such circumstance ("Force Majeure") may include, inter alia, war or a state of affairs similar to war, mobilisation or military conscription of a corresponding extent, revolt and rebellion, terrorism, sabotage, fire, floods, natural catastrophes, epidemics, pandemics, disruptions to public communications, disruptions to the public power networks, strikes, lock-outs or other general local labour market conflicts, requisition, seizure, decisions by public authorities, trade, payment or

currency restrictions, or circumstances equivalent thereto. The same applies where the Force Majeure event exists for a Party's counterparties.

14.2 Notice of Force Majeure. A Party that wishes to invoke a Force Majeure event shall promptly notify the other Party thereof when there is a risk that an obligation in relation to the performances of the Services cannot be performed or will be delayed due to a Force Majeure event. The failure to provide such notice in due time entails an obligation to compensate the other Party for the damage or loss which could have been avoided if the notice had been provided in due time.

14.3 Liability in case of Force Majeure. A Party shall not be liable for damage or loss which arises for the other Party as a consequence of the postponement of the performance of the Services due to a Force Majeure event.

15. NOTICES

15.1 Method of notices. All notices and communications required or permitted under these General Terms of Service shall either be: (i) delivered by hand; (ii) sent by post to Wehype to the address stated in these General Terms of Service; (iii) e-mailed to the Creator by the e-mail that the Creator has provided to Wehype; (iv) emailed to Wehype to at contact@weyhpe.com; or (v) posted by Wehype at the Wehype Portal.

15.2 Timing of notice. All notices and communications shall be deemed to have been received by a Party: (i) if delivered by hand, on the day of delivery; (ii) if sent by post, unless actually received earlier, on the third business day after posting, if posted within Sweden, or the fifth business day, if posted to or from a place outside Sweden; (iii) if sent by e-mail, at the time of transmission; or (iv) if provided through the Wehype Portal; at the time of publication.

15.3 Language of notice. All notices and other communications required or permitted under The Agreement must be in writing in the English language.

16. GOVERNING LAW AND DISPUTES

16.1 Governing Law. The General Terms of Service shall be governed by and construed in accordance with the law of Sweden.

16.2 Arbitration. Any dispute, controversy or claim arising out of or in connection with the General Terms of Service, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in

accordance with the Arbitration Rules of the SCC Arbitration Institute. The arbitral tribunal shall be composed a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden. If not otherwise agreed by the Parties, the language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, applicable stock exchange regulations or the regulations of any other recognized marketplace. In case the General Terms of Service or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

17. MISCELLANEOUS

17.1 Interpretation. The headings in the General Terms of Service are included for ease of reference only and shall not affect the interpretation of any provision of the General Terms of Service.

17.2 Independent Parties. During the performance of the Services, the Creator shall be considered as an independent contractor. Nothing in the General Terms of Services shall constitute any form of partnership between the Creator and Wehype. For the avoidance of doubt, neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity, except as specifically provided herein.

In the event that the Creator would be considered an employee according to applicable Swedish Law, and Wehype would therefore be liable to pay taxes, fees, charges or other expenses and be adjured lawful obligations on the Creator's behalf, the Creator shall compensate Wehype for all costs that may incur as a result thereof.

17.3 Partial Invalidity. If any provision of the General Terms of Service (or the application thereof) shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining

provisions of the General Terms of Service shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions in order to give effect to, so far as is possible, the spirit of the General Terms of Service and to achieve the purposes intended by the Parties. If the Parties are unable to agree upon an amendment to any void, invalid or unenforceable provision, such provision shall be deemed to have been deleted and the remainder of the General Terms of Service shall remain in full force and effect.

17.4 Entire agreement. The Order Form or the order confirmation in the Wehype Portal and the General Terms of Service constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof and supersedes all written or oral warranties, commitments, undertakings and agreements between the Parties which have preceded.