

AGENCY AGREEMENT

This Agency Agreement (the “**Agency Agreement**”) is made by and between Foleon B.V. (“**Foleon**”) with its registered office in Amsterdam, the Netherlands, listed with the Commercial Register of the Chamber of Commerce under file reference number 58585680 and the [Counterparty Name] (the “**Agency**”) with its registered office at [Counterparty Address] and is effective on the date of final signature of this Agreement (the “**Effective Date**”). Foleon and Agency may be referred to individually as “**Party**” and together, shall be referred to as “**Parties**.”

RECITALS:

WHEREAS:

- A. Foleon carries out business in the field of content creation and provides customers with certain services through a software as a service platform;
- B. The Agency plan allow the Agency to use Foleon to create content experiences for its clients, while removing cost as a barrier to entry. The Agency plan requires that there is a so-called parent account for the Agency and a sub-account for its Client(s) (as defined below). This allows the Agency to serve multiple Clients, but keep their work separate and discrete. All variations of the Agency plan start with the Agency’s parent account. The Agency and Foleon desire to enter into an Agreement whereby the Agency will market and sell the Services according to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the Parties hereto, Foleon and the Agency covenant and agree as follows:

1. TERMS AND CONDITIONS

- 1.1. This Agency Agreement shall be governed by Foleon’s general terms and conditions (the “**MSA**”) located at: <https://www.foleon.com/general-conditions>. Customer under the MSA shall be defined as Agency.
- 1.2. In case of any contradiction between the provisions of the MSA and this Agreement, this Agreement shall prevail.
- 1.3. Terms not otherwise defined in this Agreement shall have the meaning assigned to them under the MSA.
- 1.4. The Parties acknowledge and agree that all other terms of the MSA even if not explicitly referred to in this Agreement shall apply, including but not limited to the terms with respect to Customer Data (Section 6), Fees and Payment (Section 10), Personal Data (Section 7), General Terms (Section 20) and the Order of Precedence (Section 21).

2. SERVICES PROVIDED

- 2.1. Foleon shall provide the Agency with access to the Services in the form of an online service subscription. The Agency shall be provided with all updates, upgrades, and new releases of the Services that are made generally available to Foleon’s customers.
- 2.2. The Agency shall be provided with a parent account and the Agency’s clients (the “**Client**”) shall be provided with a sub-account.

3. AGENCY’S OBLIGATIONS

- 3.1. The Agency shall be prohibited from using one sub-account for multiple Clients.
- 3.2. The Agency shall be required to inform its Clients and end users of Foleon’s Acceptable Use Policy and Service Level Agreement.

4. TERM AND TERMINATION

- 4.1. The term of this Agreement shall be construed in accordance with Section 9 of the MSA.
- 4.2. This Agreement shall terminate in accordance with Section 12 of the MSA.
- 4.3. Notwithstanding the above, termination of this Agreement shall not lead to termination of the sub-account. The Client shall enter into a direct contractual relationship with Foleon upon mutual written consent.

5. INVOICING

- 5.1. Notwithstanding Section 11 of the MSA, the term of invoice payment is Net 60, unless otherwise specified in the Order Form.

6. LIABILITY AND INDEMNITY

- 6.1. The provisions limiting the Foleon's liability under the MSA (including but not limited to Sections 18 and 19) shall apply to any liability of Foleon under this MSA.
- 6.2. The indemnification obligations by the Parties set forth under Section 16 of the MSA together with the conditions set forth therein shall apply to any third-party claims arising from the respective Party's breach of this Agreement.

7. NO PARTNERSHIP

- 7.1. Nothing in this Agreement shall be deemed to constitute a partnership in law between the Parties. The Agency shall not be a representative or an agent of Foleon in whatever respect and nothing in the Agreement shall be deemed to create an agency relationship between the Agency and Foleon. The Agency shall therefore not be authorised to create or undertake any liabilities or obligations on behalf of or in the name of Foleon and the Agency shall refrain from any act from which third parties might infer that the Agency did have such authority.

8. NON-EXCLUSIVE RELATIONSHIP

- 8.1. Agency acknowledges and agrees that the relationship with Foleon is non-exclusive and Foleon may contract with as many additional agencies as Foleon in Foleon's sole discretion sees fit.

9. USE OF TRADEMARKS

- 9.1. In addition to Section 20.3 of the MSA, Foleon shall grant the Agency with a non-exclusive right to use Foleon's name, logo and marks for the purpose of promoting the Services to its Clients for the duration of this Agreement.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

- 10.1. The laws of the Netherlands shall govern this Agreement and its performance.
- 10.2. Any disputes that may arise between the Parties in connection with the Agreement shall be submitted exclusively to the court that has jurisdiction pursuant to the MSA.