

TERMS & CONDITIONS

HOMA GAMES

General terms and conditions of use of the Homa Lab Platform – version dated May 5th, 2021 and valid until September 9, 2023.

1. OBJECT AND SCOPE OF APPLICATION

All provisions set out in these General Terms and Conditions of Use are binding and have to be unconditionally followed by each Person using the Homa Lab Platform. These General Terms and Conditions of Use apply whether the User is accessing the Homa Lab Platform via a wireless or mobile device, a personal computer or any other kind of technology or device.

Before registering on the Homa Lab Platform, each User must read these General Terms and Conditions of Use, accept them and thereby commit to complying with them.

To use the Homa Lab Platform, it is necessary for the User to: (i) have a device that allows him/her to access the Internet with a browser such as Firefox 7 or later, or Internet Explorer 9 or higher, or Chrome 15 or later, or Safari 6 or later, technology to support Ajax, HTML5 and JavaScript, and SSL; and (ii) access to the Internet.

The User confirms that he/she is aware that the use of the Services, as services provided electronically, are typically associated with threats to transmission of data over the Internet.

No special condition or other general conditions stipulated by the User may prevail over these conditions, unless formally accepted by Homa Games.

If there is a conflict between these General Terms and Conditions of Use and any Special Terms and Conditions of Use entered into with any User, the Special Terms and Conditions of Use shall prevail.

The User may contact Homa Games at contact@homagames.com if it has any queries regarding its rights and obligations under these General Terms and Conditions of Use.

2. DEFINITIONS

As used in these General Terms and Conditions of Use, the following capitalised terms, whether used in the singular or plural, shall have the meaning set forth below:

2.1 Affiliate(s) means, in relation to any Party, any Person controlled by that Party, or which controls that Party, or which is controlled by a Person which also controls that Party, in each case, directly or indirectly, through one or more intermediaries.

2.2 Confidential Information means all information, data or material, whatever the medium thereof, which is disclosed by Homa Games pursuant to these T&Cs (including anything the User creates which is derived from or based upon the information, data or materials disclosed to it by Homa Games), including but not limited to any documents or information related to the Game Content, Homa Games' processes, products and technologies such as Homa Belly, Geryon, or the Homa Lab Platform. Confidential Information includes in particular any original ideas disclosed by Homa Games to Homa Lab Platform Users. It shall not include any information or materials which:

- (a) is in or enters into the public domain (other than as a result of disclosure, by the receiving party or any third party to whom the receiving party disclosed such information, in breach of these T&Cs);
- (b) were already in the lawful possession of the receiving party prior to the disclosure by the disclosing party;
- (c) are subsequently obtained by the receiving party from a third party who is free to disclose them to the receiving party;
- (d) are independently developed by the receiving party; or
- (e) are required to be disclosed by law or regulatory authority.

2.3 Delivery Date means the date on which the User delivers to Homa Games the Game Content in electronic format via data upload on the Homa Lab Platform, email, or any other electronic location as the Parties may agree to in writing.

2.4 Development and Publishing Agreement means the agreement to be concluded between Homa Games and the User whereby the User grants to Homa Games an exclusive worldwide license on the Game Content for the purposes of publishing and marketing a video game based on the Game Content.

2.5 Exclusivity Period has the meaning set forth in Article 7.1.

2.6 Homa Games means the French limited liability company registered with Trade and Companies Registry of Paris (France) under No. 853 547 644, whose registered office is located at 76 rue du Faubourg Saint Denis, 75010 Paris, with EU VAT No. FR84 853 547 644.

2.7 Intellectual Property Rights means all rights, whether registered or not, including but not limited to, patents, trademarks, registered designs, author rights,

copyright and related rights, database rights and other ***sui generis*** rights, domain name registrations, rights in corporate names, trade names and commercial signs, rights related to know-how, industrial and trade secrets, or any equivalent form of protection which is in force anywhere in the world, together with any applications for registration, and the right to apply for registration, for any of these rights.

2.8 License has the meaning set forth in Article 9.2.

2.9 Option Right has the meaning set forth in Article 8.1.

2.10 Option Exercise Notice has the meaning set forth in Article 8.1.

2.11 Homa Lab Platform means the web platform available at the address <https://homagames.com>, and all associated websites linked to it, which are operated by Homa Games, whether accessed on a computer, wireless or mobile device or via any other technology.

2.12 Party means Homa Games or the User, as the case may be.

2.13 Parties means Homa Games and the User collectively.

2.14 Person means an individual, partnership, company, trust, association, joint venture or other similar entity or organisation, including a government or political subdivision, department or agency of a government.

2.15 T&Cs means the present General Terms and Conditions of Use, together with their appendices and all further amendments.

2.16 User means any natural person who registers on the Homa Lab Platform and creates a User's Account.

2.17 User's Account means the result of the User's registration on the Homa Lab Platform, the account created containing personal data including data with regard to the use of the Homa Lab Platform.

2.18 Game Content means any content posted by the User on the Homa Lab Platform.

The Definitions form part of these T&Cs and shall have the same force and effect as if set out in the body of these T&Cs and any references to these T&Cs shall include the Definitions.

3. MODIFICATIONS

Homa Games reserves the right, in its entire discretion, to amend these T&Cs from time to time. Users will be informed of any amendment to these T&Cs by e-mail to the address given by the User during registration at least thirty (30) days before the amendment is effective. If the User expressly accepts the amended General Terms

and Conditions of Use before the date specified in the preceding sentence, or if the User continues to use the Homa Lab Platform after the deadline specified in the preceding sentence, the User will be considered as having accepted the amendment.

4. ELIGIBILITY

The use of the Homa Lab Platform is not intended for or directed at children under eighteen (18) years of age. By using the Homa Lab Platform, the User represents and warrants that: (i) he/she is eighteen (18) years of age or older; (ii) his/her use of the Homa Lab Platform does not violate any applicable law, rule or regulation; and (iii) all registration information the User submits is truthful and accurate and the User shall maintain and promptly update the accuracy of such information. Further, if the User provides information that is untrue, inaccurate, not current or incomplete, or Homa Games suspects that such information is untrue, inaccurate, not current or incomplete, Homa Games has the right to suspend or terminate the User's Account (in whole or in part) and refuse any and all current or future use of the Homa Lab Platform, in Homa Games' sole discretion, without liability or obligation to the User or any third party.

5. CONFIDENTIALITY

5.1 The User undertakes that it shall not at any time during these T&Cs and after the termination or expiry of these T&Cs, disclose to any Person any Confidential Information. The User shall not any Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these T&Cs.

5.2 The User acknowledges that Homa Games may suffer irreparable damage in the event of a breach by the User of the terms of this section and that Homa Games shall be entitled to seek injunctive relief in the event of any such breach.

5.3 If the User, or one of its directors, affiliates or employees, acts in violation of the provisions of, or pursuant to this Article 5, the User shall, without any demand or notice of default being required, be liable to forfeit to Homa Games an immediately due and payable penalty not eligible for setting-off of fifty thousand dollars (\$50,000) per violation, without prejudice to the right of Homa Games to – in addition to the penalty and all other rights accrued under these T&Cs – claim full damages and profit gained and to demand that the User complies with its obligations under these T&Cs.

6. DELIVERY OF THE GAME CONTENT

6.1 To upload Game Content on the Homa Lab Platform, Game Content must be in the following format: Google Play Store link Apple Store link, .ipa file or .apk file.

6.2 User is entirely liable for all content that he/she may upload, send or otherwise make available via the Homa Lab Platform.

6.3 User shall not upload, send or otherwise make available any content which: (i) is illegal, harmful, defamatory, obscene, discriminatory or otherwise punishable; (ii) violates any Person's privacy; (iii) is likely to incite violence or racial or ethnic hatred; (iv) the User is not entitled to disclose pursuant to confidentiality or non-disclosure undertakings; (v) infringes any Intellectual Property Right or other right of any Person; (vi) includes any unrequested or unauthorised advertising or promotional material, or any other form of solicitation; or (vii) contains any computer virus or other computer code, files or programs designed to interrupt, damage or limit the operation of any software or hardware or telecommunication equipment.

6.4 Homa Games is under no obligation to store elements which may be sent via the Homa Lab Platform and shall not be bound to return elements sent by User. User hereby undertakes to take all necessary precautions accordingly.

7. EXCLUSIVITY

7.1 As of the Delivery Date and upon the earlier of the following: (i) two (2) months from the Delivery Date; (ii) the date the Development and Publishing Agreement with respect to the Game Content is signed by Homa Games and the User; or (iii) the date Homa Games notifies the User of its decision not to exercise its Option Right with respect to the Game Content (the “**Exclusivity Period**”), the User shall not, either alone or in conjunction with, or on behalf of any other Person, with respect to such particular Game Content, do any of the following in any country:

- grant any rights on the Game Content to any third party to publish, promote, market or distribute the Game Content;
- publish, promote, distribute or market a video game with a design, features, name, gameplay or other characteristics substantially similar to those of the Game Content;
- sell or offer to sell the Game Content to a third party; or
- assist any other person to do any of the above.

7.2 During the Exclusivity Period, Homa Games undertakes to perform a series of tests on the Game Content in order to determine the potential success of a hypercasual video game (i.e. a mobile game with simple mechanisms that offer instant gameplay) based on such Game Content.

7.3 If the tests performed by Homa Games on the Game Content are not conclusive, then Homa Games shall notify the User before the end of the Exclusivity Period of its decision not to exercise its Option Right with respect to the Game Content. In such a case, the Exclusivity Period ends immediately, and the User regains all its rights to freely dispose of such Game Content.

7.4 For the avoidance of doubt, whether the Option Right is exercised or not in relation to a particular Game Content shall not affect in any way Homa Games' right to exercise the Option Right with respect to any other Game Content.

8. OPTION RIGHT

8.1 At any time during the Exclusivity Period applicable to any particular Game Content, Homa Games shall have an option right (the “**Option Right**”) pursuant to which Homa Games may send to the User a written notice (the “**Option Exercise Notice**”) whereby Homa Games agrees to conclude the Development and Publishing Agreement with the User, under the terms and conditions to be agreed upon by the Parties.

8.2 If, with respect to particular Game Content, the Option Right is validly exercised by Homa Games in accordance with the conditions set forth above, the Parties undertake to negotiate in good faith the terms and conditions of the Development and Publishing Agreement with respect to such Game Content within the Exclusivity Period.

8.3 If, with respect to particular Game Content: (i) the Option Right is not exercised by Homa Games; (ii) the Option Right is not notified during the Exclusivity Period; or (iii) Homa Games notifies the User at any time during the Exclusivity Period that it does not wish to exercise the Option Right, then the Option Right will become null and void with respect to such Game Content without any indemnity being due by either Party to the other.

9. INTELLECTUAL PROPERTY

9.1 Homa Games owns, solely and exclusively, all Intellectual Property Rights in the Homa Lab Platform, and all content contained and/or made available on, through or in connection therewith, excluding Intellectual Property Rights embedded in the Game Content.

9.2 The User hereby grants to Homa Games during the Exclusivity Period an exclusive, sublicensable, transferable, worldwide, royalty-free license to use, reproduce, distribute, transmit, translate, modify and store the Game Content and all Intellectual Property Rights therein, for the sole purpose of performing a series of tests on the Game Content (the “**License**”).

9.3 In this context, the User hereby grants to Homa Games, worldwide, for the sole purpose of performing a series of tests on the Game Content, and on any current or future format or medium , the following exclusive rights on the Game Content : (i) the right to reproduce or have reproduced the Game Content using any technique ; (ii) the right to represent, have represented, the Game Content by any means, totally or in part, under any form whatsoever and in any languages; (iii) the right to adapt and modify the Game Content, including by the addition of new material, the right to translate or have translated the Game Content into any written or spoken language, including computer language.

9.4 The User undertakes to make available to Homa Games the source codes (including upgrades, improvements, or modifications) of such Game Content during the Exclusivity Period.

9.5 Homa Games values intellectual property above all and refuses to publish Game Content which may infringe the rights of a third party. No documents and information shared by or from Homa Games shall be construed by any means by the User as an inducement to create and upload Game Content which may infringe the rights of a third party.

10. TERM

10.1 These T&Cs, and any posted revision or modification thereto, shall remain in full force and effect while the User uses or is registered to the Homa Lab Platform.

10.2 Obligations under Articles 5, 11, 12 and **Error! Reference source not found.** of the T&Cs respectively with regard to confidentiality, indemnity, warranty and liability shall survive after the expiry or termination of these T&Cs for any cause whatsoever.

11. WARRANTY

The User represents and warrants to Homa Games that as of the Delivery Date:

- (a) the User is the valid, full and sole owner of the Game Content, including the documentation and source code thereof;
- (b) the User has the power and authority to grant the License;
- (c) the Game Content provided to Homa Games by the User is not the subject of any lien, encumbrance, claim, litigation or arbitration, whether pending, suspected or threatened;
- (d) the Game Content provided to Homa Games by the User does not and will not violate any law, rules or regulations, or infringe any Intellectual Property Rights or

other right of any third party, including without limitation any rights of publicity or privacy or other rights, or give rise to any legal claim by any third party;

(e) the User has duly acquired, or has been legally vested with, all rights from any third party, including without limitation from its suppliers, past or present employees or consultants, agents and officers, and from directors or shareholders, that may have been involved in the creation or consolidation of the Game Content on a worldwide basis for the duration of such rights, and all amounts due in this regard have been duly paid; and

(f) the Game Content is not subject to the terms of any open source or other similar license that provides for any source of such software to be disclosed, licensed, publicly distributed or dedicated to the public.

12. INDEMNITY AND LIABILITY

12.1 The User shall at all times defend, indemnify and hold Homa Games harmless from any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees), arising in any way out of or in connection with: (i) his/her use of the Homa Lab Platform; (ii) his/her breach or violation of these T&Cs; or (iii) the Game Content, in particular in relation to any claim or allegation that Homa Games' exploitation of the Game Content within the scope of the License infringes any Intellectual Property Rights of a third party.

12.2 Homa Games reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User and all negotiation for its settlement or compromise (as applicable), and in each such case, the User agrees to fully cooperate with Homa Games upon its request.

12.3 The Homa Lab Platform, together with all Intellectual Property Rights therein, are made available on an "as is" and "as available" basis, without any representation or warranty of any kind, express or implied, or any guaranty or assurance the Homa Lab Platform will be available for use, or that all features, functions, services or operations will be available or perform as described. Homa Games is not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of the User's use of the Homa Lab Platform.

12.4 To the fullest extent permitted by applicable law, Homa Games, its Affiliates, successors and assigns, officers, directors, employees, agents, representatives, licensors, operational service providers, advertisers and suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from these T&Cs, including, without limitation, compensatory, consequential, incidental, indirect, special or punitive damages.

13. DATA PROTECTION

13.1 Homa Games respects the User's privacy and the use and protection of the User's personally identifiable information. In the course of his/her use of the Homa Lab Platform, the User may be asked to provide certain personal information to Homa Games.

13.2 Homa Games' information collection and use policies with respect to the privacy of such personal information are set forth in the Privacy Policy, available at the address <https://homagames.com/privacy/>.

14. GOVERNING LAW

These T&Cs shall be governed by and construed in accordance with the laws of France, without reference to its conflict of laws principles.

15. DISPUTES

All disputes arising out of or in connection with these T&Cs shall be subject to the jurisdiction of the Courts of Paris (France).

16. ASSIGNMENT

Neither Party may assign its rights or obligations under these T&Cs absent the prior written consent of the other Party, except to any of Homa Games' Affiliates or in the context of a merger, acquisition, sale or other transaction involving all or substantially all of the assets pertaining to the subject matter of these T&Cs, in which case Homa Games in its sole discretion may assign its rights and obligations under these T&Cs. Any permitted assignment shall be binding on the successors of the assigning Party.

17. INDEPENDENT CONTRACTOR

No employee or representative of either Party shall have any authority to bind or obligate the other Party to these T&Cs for any sum or in any manner whatsoever or to create or impose any contractual or other liability on the other Party without said Party's prior written approval. For all purposes, and notwithstanding any other provision of these T&Cs to the contrary, the Parties' legal relationship under these T&Cs shall be that of independent contractors.

18. UNENFORCEABLE PROVISIONS AND SEVERABILITY

If any of the provisions of these T&Cs are held to be void or unenforceable, then such void or unenforceable provisions shall be replaced by valid and enforceable provisions that will achieve as far as possible the economic business intentions of the Parties. However the remainder of these T&Cs will remain in full force and effect, provided that the material interests of the Parties are not affected, i.e. the Parties

would presumably have concluded these T&Cs without the unenforceable provisions.

19. WAIVER

The failure by either Party to require strict performance and/or observance of any obligation, term, provision or condition under these T&Cs will neither constitute a waiver thereof nor affect in any way the right of the respective Party to require such performance and/or observance. The waiver by either Party of a breach of any obligation, term, provision or condition hereunder shall not constitute a waiver of any subsequent breach thereof or of any other obligation, term, provision or condition.