

REGULATIONS OF COOPERATION WITH INKSEARCH SP. Z O.O.

These Regulations (hereinafter: "**Regulations**") establish the terms and conditions of cooperation based on the provision by **InkSearch sp. z o.o. with its registered office in Warsaw**, address: Ludowa 2, 00-780 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, Poland. InkSearch Sp. z o.o. with its registered office in Warsaw, address: ul. Ludowa 2, 00-780 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under the number 0000742862, NIP 5213835872, REGON 380899799 (hereinafter: "**InkSearch**"), Services consisting in facilitating the process of communication and booking sessions with the Tattoo Artist (hereinafter: "**Artist**"), as well as supporting the studio and the Artist in creating a dedicated marketing campaign among people interested in the art of tattooing on the Internet and social media channels (hereinafter: "**Services**").

By clicking checkbox/registration you agree to cooperate with InkSearch and accept the terms of cooperation specified in these Regulations.

1. SUBJECT MATTER AND SCOPE OF COOPERATION BETWEEN THE PARTIES

- 1.1. Under the terms of these Regulations, InkSearch undertakes to enable the Artist to communicate with potential clients of the Artist, as well as to book appointments for tattooing sessions using the InkSearch platform at inksearch.com ("**Platform**").
- 1.2. InkSearch will enable the Artist and Studio to publish his portfolio.
- 1.3. InkSearch as part of the services provided to the Artist and Tattoo Studio undertakes to
 - 1.3.1. create an individual Artist's / Studio channel on the Platform ("**Channel**"), and in the event of changes in the Platform's parameters during the term of these Regulations, in particular changes in the website address, create a new Artist's channel based on data provided by the Artist, including information placed on the Artist's existing Channel, and send the Artist access codes to the newly created Channel;
 - 1.3.2. enable the Artist to publish on the Channel the portfolio of the Artist's works on his own and group the works in specially created groups specifying the type of works performed by the Artist;
 - 1.3.3. enable potential clients of the Artist to send inquiries related to the possibility of booking a visit to the Artist for a tattoo;
 - 1.3.4. handling the communication between the Artist and potential clients of the Artist regarding the price, dates of tattooing and the amount of the advance payment that a potential client should pay to the Artist for the possibility of reserving the date of tattooing;
 - 1.3.5. collect from a potential client, in the amount determined by the Artist, the Advance payment referred to in paragraph 1 point 1.5. point 1.5.3. of the Regulations below for the tattooing to be performed by the Artist at a potential Client;
 - 1.3.6. promotion of the Artist using the publication of his portfolio on the Platform and social media channels belonging to InkSearch, however, unless the Parties agree otherwise, the promotion referred to in this sentence shall consist in displaying the Artist's works in a form freely chosen by InkSearch without the right to interfere with the Artist's works.
- 1.4. The Artist commits himself to efficient cooperation with InkSearch consisting of ongoing, uninterrupted communication with InkSearch in terms of inquiries of the Artist's potential clients, directed through the Artist's Channel on the Platform. The parties agree that the Artist should respond to each inquiry sent by InkSearch no later than 5 (five) working days from the date of the

inquiry sent to the Artist by InkSearch regarding the possibility of tattooing a potential client ("**Response**").

- 1.5. The parties agree that if the Artist's Response provides for the possibility of performing a tattoo that was requested by a potential client of the Artist in InkSearch, the Response should include at least:
 - 1.5.1. two proposed dates for tattooing at a potential client (i.e. day and time);
 - 1.5.2. the price of the tattooing that a potential client has applied to the Artist and InkSearch;
 - 1.5.3. the amount of the advance payment required by the Artist ("**Advance payment**").
- 1.6. The parties agree that the Artist in his reply has the right to refuse, without giving reasons, to perform the tattoo. Refusal to perform a tattoo does not release the Artist from granting the InkSearch Response within the time limit set out in paragraph 1(b) of Article 1.4. of the Regulations. In the case referred to in the previous sentence, the Parties agree that the Response should only contain information about the refusal to perform the tattoo.
- 1.7. The Artist receiving information through the Channel on the Platform about the directed to him/her inquiries of a potential client, he/she may, without waiting for the InkSearch inquiry, provide directly to InkSearch a reply containing the information referred to in section 1 item 1.5. and 1.6. of the Regulations.
- 1.8. Within 3 (three) days, InkSearch will provide the potential client with all the information contained in the Response, including, first of all, the price of tattooing, as well as the amount of the advance payment necessary to book the appointment with the Artist. Together with the information provided by InkSearch to the potential client, InkSearch will notify the potential client that failure to pay the Advance payment within 5 (five) days will result in the need to reschedule with the Artist.
- 1.9. For the avoidance of doubt, the Parties agree that the Artist shall be obliged to maintain for the potential client who submitted the inquiry the proposed deadlines referred to in clause 1 point 1.5. of the Regulations for 10 (ten) days from the date of the InkSearch Response, providing for the possibility of performing a tattoo.
- 1.10. The artist undertakes not to post on the channel any material discriminating based on sex, race, ethnic origin, nationality, religion, belief, worldview, disability, age, or sexual orientation.
- 1.11. The Artist undertakes to appear for tattooing and to perform the tattoo, within the deadline set through InkSearch, unless the Artist agrees otherwise with the potential client, of which he shall immediately, no later than within 1 (one) calendar day, notify InkSearch.
- 1.12. The Parties confirm their willingness to cooperate closely in the framework of these Regulations in particular by:
 - 1.12.1. exchanging information on the nature, content, and visualization of the Artist Channel;
 - 1.12.2. exchanging - by e-mail or via the Platform - information on the interest of potential clients;
 - 1.12.3. implementing the Regulations in good faith and to achieve common economic benefits and maximize the profit of both Parties;
 - 1.12.4. not to disseminate information about any of the Parties that could damage in any way the image of the other Party or the members of its authorities.
- 1.13. Neither Party is authorized to make any declarations of intent in the name and on behalf of the other Party, nor is it authorized to enter into any commitments in the name and on behalf of the other Party, in particular towards the Artist's potential clients.

2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. To carry out the cooperation regulated by these Regulations, as well as to promote the Artist and the activities conducted by the Artist, the Artist is obliged to provide InkSearch with promotional and information materials, as well as allows InkSearch to use the Artist's logotype and other graphic

designations of the Artist ("**Materials**"), which are the subject of the Artist's copyright. Graphic materials should be provided to the Partner in png or jpg format.

- 2.2. At the moment of handing over the InkSearch of the Artist's Materials, the Artist grants the InkSearch a free, non-exclusive, territorially unlimited license, for the duration of the cooperation regulated by these Regulations, to take advantage of the Materials to the extent that they constitute a "piece of work" within the meaning of the Copyright Act, in the fields of exploitation necessary to perform the obligations arising from the Regulations, including:
 - 2.2.1. use of the Materials by their intended purpose;
 - 2.2.2. placing the Materials on the Platform;
 - 2.2.3. within the scope of recording and multiplication of the Materials in whole or in part - recording, duplication or production in any number of copies and by any possible technique, including printing, digital, using introduction into and stored in computer memory, on a magnetic information carrier (including a hard disk or flash memory carrier), - as regards the distribution of the Materials other than as set out above, to playback, display, make available to the public, in particular for presentation and advertising in the media, for recording on electronic media, for publication, and exhibition, and to the public in such a way that everyone can have access to them at a place and at a time individually chosen by them, including by ground stations, by satellite, cable, telecommunication or multimedia networks, databases, servers or other devices and systems, including third parties, whether open or closed, in any technique, system or format, with or without recording.
 - 2.2.4. as regards the distribution of the Materials other than as set out above, to playback, display, make available to the public, in particular for presentation and advertising in the media, for recording on electronic media, for publication, and exhibition, and to the public in such a way that everyone can have access to them at a place and at a time individually chosen by them, including by ground stations, by satellite, cable, telecommunication or multimedia networks, databases, servers or other devices and systems, including third parties, whether open or closed, in any technique, system or format, with or without recording.
- 2.3. To carry out the cooperation regulated by these Regulations, as well as to promote the Artist and the Artist's activities, by accepting these Regulations, the Artist grants InkSearch a free, non-exclusive, territorially unlimited license, for the duration of the cooperation regulated by these Regulations, to use from graphic materials, in particular, photographs placed by the Artist in social media, i.e. on Facebook and Instagram profile, whose addresses were indicated by the Artist in the registration form/ on the Artist's Channel ("**Graphic Materials**") to the extent that they constitute a "piece of work" within the meaning of the Copyright Act, in the fields of exploitation necessary to perform the obligations arising from the Regulations, including:
 - 2.3.1. use of the Materials by their intended purpose;
 - 2.3.2. placing the Materials on the Platform;
 - 2.3.3. within the scope of recording and multiplication of the Materials in whole or in part - recording, duplication or production in any number of copies and by any possible technique, including printing, digital, using introduction into and stored in computer memory, on a magnetic information carrier (including a hard disk or flash memory carrier), using digital technology, on a solid-state medium (including a memory card or USB memory stick), including the multiplication of copies of the Materials for commercial distribution on any media specific to the technique used, and all forms of fixation and multiplication before the final form of multiplication is achieved, including digitization;
 - 2.3.4. as regards the distribution of the Materials other than as set out above, to playback, display, make available to the public, in particular for presentation and advertising in the media, for

recording on electronic media, for publication, and exhibition, and to the public in such a way that everyone can have access to them at a place and at a time individually chosen by them, including by ground stations, by satellite, cable, telecommunication or multimedia networks, databases, servers or other devices and systems, including third parties, whether open or closed, in any technique, system or format, with or without recording.

- 2.4. InkSearch is not authorized to make any changes, alterations, connections, or any other interference with the Materials and Graphic Materials, as well as to grant sublicenses, without the prior consent of the Artist, expressed at least by e-mail.
- 2.5. InkSearch undertakes not to use the Materials and Graphic Materials for any purpose other than that indicated in section 2 item 2. 2.2. of these Regulations.
- 2.6. The Artist declares that he has all intellectual property rights to the Materials and Graphic Materials and that using them does not violate any rights of third parties, and there are no grounds for third party claims against the use of the Materials and Graphic Materials by InkSearch.
- 2.7. After the end of the cooperation regulated by these Regulations, InkSearch is obliged, within 30 (thirty) days from the date of termination of the cooperation, to return the Materials to the Artist and to remove the Materials transmitted in electronic form from all devices and storage media.

3. TATTOO DEPOSIT PAYMENT

- 3.1. For the provision of services by InkSearch to the Artist, InkSearch will be entitled to a net commission fee amounting up to 0% ("zero") of the amount constituting the price for tattooing charged by the Artist to the client who ordered the tattooing service from the Artist through the Channel or Platform ("**Payment**").
- 3.2. In the period of 12 months from the date of commencement of cooperation regulated by these Regulations, the InkSearch Payment, referred to in paragraph 3, point 3.1. of the Regulations above, will be reduced to a lump sum of PLN 10 (ten zloty).
- 3.3. For the avoidance of any doubts, the Parties agree that the Payment does not include any additional marketing services which may be provided to the Artist by InkSearch using the Platform. The Parties agree that any additional services, as well as their cost, will be agreed by the Parties under a separate agreement.
- 3.4. Payment will be calculated and paid to InkSearch, after the date on which the Artist was obliged to perform the tattoo for the benefit of the client, based on a VAT invoice properly issued by InkSearch, within 7 (seven) days from the date of delivery of the invoice to the Artist. For the avoidance of doubt, the Parties agree that InkSearch shall be entitled to issue an invoice no earlier than the date on which the Artist undertook to perform the tattoo.
- 3.5. Payment will be each time increased by the due value-added tax (VAT) at the rate in force on the date of the invoice issued.
- 3.6. The date of payment of the Payment shall be considered by the Parties as the date of crediting the InkSearch bank account.
- 3.7. Artist agrees that InkSearch may issue electronic invoices and deliver them to the Artist by e-mail to the address: contact@inksearch.co

4. DURATION OF THE REGULATIONS

- 4.1. These Regulations are valid for an indefinite period.
- 4.2. The Party has the right to terminate the cooperation governed by these Regulations with immediate effect if:
 - 4.2.1. Artist violates the provisions of paragraph 1 point 1.4, 1.5, 1.10 paragraph 2 of the Regulations;
 - 4.2.2. Artist is in default of payment of the Payment and the delay exceeds 30 (thirty) days;

- 4.2.3. InkSearch will violate the provisions of paragraph 1 point 1.3 point 1.3.1. – 1.3.4. paragraph 1 point 2.3. and 2.4. Regulations;
- 4.2.4. The Party has breached its confidentiality obligations concerning the Confidentiality Order;
- 4.2.5. The Party will grossly violate an essential provision of the Regulations and will not comply with the call to cease such violation and/or remove its effects within a period not shorter than 14 (fourteen) days from the date of service of the call to cease the violation and remove the effects of the violation, whereby the call should be made in writing under pain of invalidity.
- 4.3. Notwithstanding the provisions of paragraph 4, point 4.2. of the Regulations above, either Party may terminate the cooperation without giving any reason, giving three (3) months' notice, with effect from the end of that month.
- 4.4. The declaration on the termination of cooperation referred to in paragraph 4(a) and (b) of this Article. 4.2. and 4.3. of the Regulations above, should be made in writing under pain of invalidity.

5. CONFIDENTIALITY

- 5.1. Each Party undertakes to keep the Confidential Information confidential and not to disclose it to third parties that are not Parties to these Regulations and to ensure that the Confidential Information is protected with the same degree of care as is applied to protect its information of the nature of the Confidential Information ("**Confidentiality Instruction**").
- 5.2. Each Party undertakes not to disclose Confidential Information to any third party except to the extent that it has done so:
 - 5.2.1. it will be required by law or requested by a competent authority within the framework of its statutory powers to request such information; or
 - 5.2.2. are known to the Party from other sources, without any obligation to keep them secret and without violating the provisions of the Regulations; or
 - 5.2.3. a Party shall obtain the prior written consent of all other Parties on pain of invalidity; or
 - 5.2.4. this will be necessary for a Party to assert its rights or to defend its rights before a court or competent authority; or
 - 5.2.5. results from the information obligations of a public company (if the Party has the status of such a company or if it belongs to the capital group in which such a company exists).
- 5.3. The Parties agree that they consider the content of these Regulations, the know-how of InkSearch, the services provided by InkSearch to the Artist, information on the current status and development plans of InkSearch, as well as projects implemented for the benefit of InkSearch, to be Confidential Information, unless such information has been previously disclosed by the Company.

6. RESPONSIBILITY

- 6.1. For failure to perform or improper performance of their obligations under these Regulations, the Parties shall be liable to each other on general terms, excluding lost profits, subject to the provisions below.
- 6.2. InkSearch shall not be liable to the Artist for failure to appear or appearance of the client at the agreed time, in a condition preventing the client from performing the tattoo.
In the case referred to in the previous sentence, InkSearch will transfer the Deposit paid by the client to the Artist, and then issue an invoice for the amount of the remuneration set out in these Regulations.

7. NOTICES AND COMMUNICATION

- 7.1. Unless otherwise specified in these Regulations, all notices and communications made under or in connection with these Regulations ("**Notices**") will be delivered in person or sent by courier or

registered mail to the Party to which the Notices will be addressed at the address for correspondence ("**Correspondence Address**") designated by the Party. Besides, each Notification may be sent by e-mail to an e-mail address or by SMS text message to a designated telephone number, at that:

7.1.1. delivery address, e-mail address, and telephone number of InkSearch - is indicated in section 7 point 7.2. of the Regulations;

7.1.2. delivery address, e-mail address and telephone number of the Artist - is indicated in the registration form/ on the Artist's Profile on INKsearch

7.2. All Notifications will be sent to the mailing address, e-mail address, or InkSearch phone number indicated below:

contact@inksearch.co

phone number: +48 733 604 604

7.3. The Parties are obliged to inform each time about the change of the Correspondence Address, e-mail address, telephone number in writing, immediately, not later than within 3 (three) working days from the date of the update of the premises to provide information about the change. Unless written notice of a possible change of address is provided by that Party to the other Parties, any notice sent to the addresses referred to above shall be deemed to have been properly and effectively delivered.

8. FINAL PROVISIONS

8.1. The Regulations and Attachments shall constitute the entire agreement of the Parties on cooperation and shall supersede all prior agreements, understandings, letters of intent, whether written or oral, made between the Parties, their representatives, whether formal or informal.

8.2. Subject to the provisions of Article 58 § 3 in a fine of the Civil Code, the Parties agree that if any part of the Regulations proves to be invalid, ineffective, otherwise legally defective or unenforceable, the remaining part of the Regulations shall remain in full force and effect. In the case of a provision affected by the invalidity, ineffectiveness, other legal defects, or unenforceability, the Parties shall negotiate in good faith, to the maximum extent possible, alternative provisions which shall be binding and enforceable, reflecting the Parties' original intentions.

8.3. These Regulations and the rights or obligations arising therefrom may not be transferred by either Party without the prior consent of the other Parties, expressed in writing under pain of invalidity.

8.4. Any amendments to the Regulations shall be made in writing under pain of invalidity.