

General Terms And Conditions Between MindEarth SA and the Mapper

1. Definitions

The following defined terms shall apply to these general terms and conditions together with any term defined in the body of the general terms and conditions:

- 1.1. **“MindEarth”, “ME” or “Company”**: means MindEarth SA a company duly organised and existing under the laws of Switzerland, with registered office at 5, Rue du Manège, 2502 Biel, registered on the Commercial Register of canton Bern with company registration No CH-036.6.074.158-9. The Company offers to its clients a street-level surveying service that is carried out by means of a “crowdsourcing” method.
- 1.2. **“Application”**: means the software application for smartphone devices named MindEarth, owned by ME and available on Google’s Google Play Store and on Apple Inc.’s App Store platforms.
- 1.3. **“Site”**: means one of the web sites of ME under <http://www.mindearth.ai> even if managed by other companies of the MindEarth Group for the purpose of managing the Missions (as defined below).
- 1.4. **“Mapper”**: means the user who, following the procedure of registration made available inside the Application and the acceptance of these Terms and Conditions, is enabled to use the Application in compliance with these Terms and Conditions.
- 1.5. **“Client”**: means the individual or entity that requests ME, or any company belonging to the MindEarth Group, to publish one or more Mission Requests on the Application aimed at fulfilling a specific requirement via a crowdsourcing method and that receives the results of the Mission Content by connecting to the Site where data previously approved and processed by ME is made available.
- 1.6. **“External Client”**: means ME’s client that uses the Site on a self-service basis to autonomously compile the Mission Requests and evaluate the Mission Contents.
- 1.7. **“Profile”**: means the section of the Application where the mapper, on a voluntary basis, can enter his/her/their personal data needed for performing a Mission and for collecting compensations. The data provided by the mapper will be collected and processed for the fulfilment of the obligations deriving from this Contract and the applicable provisions of law as well as for the further purposes detailed in the privacy notice attached to this Contract pursuant to art. 13 of EU Regulation 679/2016.
- 1.8. **“Contract”**: means the agreement entered between ME and the mapper and governed by these general Terms and Conditions.
- 1.9. **“PayPal”**: means the electronic payment system that can be reached at the link <http://www.paypal.com>.
- 1.10. **“Services”**: means all and any services or provision of labour carried out individually in favour of any business, employer, principal or user, on a non-occasional basis, including but not limited to services offered within employment relationships of any kind (including without limitation fixed term, part time, intermittent, apprenticeship), including project-based contracts – and staff leasing.

- 1.11. **“Occasional Service”**: means any self-employment work performance and service supply and/or merely occasional and discontinuous performance, not subordinated to any contract of employment, stability and/or continuity restrictions, and carried out in full technical and organisational autonomy, with the exclusion, in any event, of Services.
- 1.12. **“Mission”**: means the duty, assumed by the Mapper, of fulfilling the tasks described in the Mission Request (as defined below) and carried out as Occasional Service;
- 1.13. **“Tasks”**: progression of actions whose performance according to the terms of the Mission Request shall lead to the completion of a Missions and, hence, to earn its associated the total.
- 1.14. **“Reward”**: compensation associated with a Mission. This shall depend on the number and the extent to which the different Tasks are completed following the Mission Request. In case of partial or substandard completion of a Task or Mission, ME reserves the right to adjust the reward accordingly.
- 1.15. **“Mission Request”**: means a request by ME to accomplish a Mission, published on the Application in connection to a specific physical location (such as for example the visit of a certain street or place). Typically, a Mission Request includes the address corresponding to the start and end point point of the Mission to be carried out and, if applicable, the path to be followed to complete the Mission, along with any relevant additional information on the Mission itself, such as, but not limited to, a) a mission title, b) a brief description of the Mission, c) the estimated distance to be covered, d) the estimated time needed to complete the Mission, e) the reward expressed in Euro or a different currency (depending on mapper location) offered to the mapper that, on a voluntary basis, will make himself/herself/themselves available to carry out the Mission. The Mission Request shall be published by ME through the Site on the Application based on a Client’s request. Via the Application, the Mapper may opt to receive from ME alerts on published Mission Requests within that Mapper’s geographic catchment, carry out and complete a Mission and receive compensation if the Mission has been fulfilled according to the requirements of the Mission Request.
- 1.16. **“Mission Content”**: means the data collected by the Mapper while carrying out a Mission and uploaded on the Site where ME, after appropriate mechanisms of evaluation and quality control and processing will make it available to the Client. The data collected by the Mapper will typically include images while processing conducted by MindEarth will typically include anonymisation. The Client receives the results of the Mission Content by connecting to the Site where it can access data previously approved and processed by ME.

2. Scope

- 2.1. The present Contract governs the contractual relationship between ME and the mapper (hereinafter also, jointly, the “Parties” and, individually, the “Party”) carried out with the use of the Application.

3. Use Of Mission Request and Mission Contents Functions

- 3.1 The Application allows the mapper to access Mission Request, for the purpose of allowing the mapper to earn fees by carrying out, on a voluntary basis, occasional micro-tasks or micro-jobs. The following are some non-exhaustive examples of Missions: *“follow the designated path, and wield your phone with a steady hand held high to automatically capture photos of the street.”*, or *“Go to the designated place, hold your phone with a firm grip, raise your phone high, pointing it in the*

direction of the Northeast and make pictures of the environment for 30 minutes". ME publishes on the Application a number of Mission Requests that are not assigned to a particular mapper.

3.2.2 The Mapper shall receive, through the Application, a notice relating to Mission Requests offered in its geographic catchment and, on a voluntary basis, may accept to carry out the Mission by clicking on a specific button on the Application. Each Mission Request will show a reward expressed in € (or a different currency depending on Mapper location) and will be divided into a set of "Tasks". As a non-exhaustive example, if a Mission Request requests the Mapper to search and photograph ten buildings in a street and the Mapper finds and photographs only eight of them, after uploading them as the Mission Content, he/she will only be entitled to the compensation relating to the buildings found, photographed and accepted by ME. Such a mechanism has the purpose of boosting the search of the portrayed objects or the execution of specific Missions (for example, to test some products and fill out questionnaires). After the Mission is done, the Mapper shall send the Mission Content, inside the required time frame, so that it can be evaluated by ME or the External Client.

3.2.3 The Mapper acknowledges and accepts that:

- (i) notwithstanding the quality with which the Mission Content has been carried out, the variable fee mechanism may produce a compensation that is lower than the maximum indicated;
- (ii) the Mapper shall be allowed to examine the evaluation of his/her Mission Content in a specific section of the Application called "Upload" that shall show the Mission Contents awaiting evaluation, those rejected and those accepted with the indication of the amounts earned;
- (iii) the Mission Content may be rejected no later than 30 days from the date of its upload through the Application or the Site. ME or the External Client, during the evaluation of the Mission Content, may verify, at their sole discretion the incorrect execution of the activity (for example, because it was not carried out in accordance with the specifications of the Mission Request);
- (iv) the Mapper shall not be entitled to any payment or other form of consideration or compensation for any rejected Mission Content;
- (v) in any event, no fee shall be paid to the Mapper with reference to the Mission Content if it has been compiled and/or uploaded to the Site in breach of the provisions of this Agreement and/or the essential specifications of the Mission Request;
- (vi) whenever an Mapper shall fill in a Task in a way which does not adhere to or is not adequate in view of the specifications of the Mission Request, ME reserves the right to contest it to the Mapper no later than 30 days from the date of its upload through the Application or the Site. ME may accept or not accept, at its sole discretion, the Task that does not adhere to or is not adequate in view of the specifications of the Mission Request. Wherever ME does not accept a Task or a Mission Content, no compensation shall be attributed to the Mapper based on the Task or the Mission Content that has not been accepted;

3.2.4 Without prejudice to the provisions of paragraph 8.4 below, ME does not offer the Mapper any guarantee as to the actual availability of Mission Requests in his/her area.

3.2.5 Consideration due to the Mapper by ME for performances carried out by the Mapper in the execution of a Mission shall be calculated in compliance with the provisions set forth hereafter: when a Mission Content is accepted by ME or the External Client, the consideration due to the Mapper by ME for activities carried out by the Mapper based on a Mission shall be calculated based on compensation earned with each Mission Content approved and as reported in the Reported.

The Application shall show the amount due to the Mapper subject to the provisions of paragraph 4.7 being met.

4. Registration, Consideration And Methods Of Payment

4.1 The Mapper wishing to use the Application shall have to complete the procedure of registration to the Mapper, providing in each case a "password" and a valid e-mail address. The Mapper shall keep the information about its e-mail address updated in order for the Contract not to be terminated pursuant to the paragraph below.

4.2 The Mapper is responsible for the accuracy of the information and personal data provided upon registration. The Mapper shall immediately inform ME of any change in the information and personal data provided upon registration or if possible, shall update such information directly, so that such information and personal data is always actual, accurate, complete and true. If false, inaccurate or incomplete information or personal data is provided, or if ME have a justified suspicion that they are then ME shall be entitled to prevent the use of the Application by the Mapper.

4.3 The use of the Application is reserved to subjects who are considered of age according to the laws applicable to them, who do not act as a consumer pursuant to the rules in force, and who are subject to the full acceptance of the terms and conditions of this Contract.

4.4 Within the Application, under the "Reward" section, the Mapper will find three distinct lists showcasing compensations earned through the utilisation of the Mission Request function. These lists are as follows: the "Pending" list includes completed Missions awaiting approval from ME (Management Entity). These missions are in the verification stage and are pending approval. The "In Payment" list provides detailed information about completed and approved missions where the compensation is yet to be accrued. This section outlines the pending financial accruals for the respective missions. The "Paid" list comprises completed missions that have been paid and accrued in previous months. This section offers a historical overview of compensated missions.

4.5. The Reward will list the compensation for each completed Mission due and the withholdings taxes if applicable showing the "Net Fee" that can be collected by the Mapper. The Mapper acknowledges to be solely responsible for taxes related to his use of the application.

4.6 The Mapper may collect the Net Fee accrued only when the following conditions have been met:

- a) the Mapper has inserted all Payment Details and in particular: name, surname, address, date and place of birth , PayPal details or bank coordinates and telephone number;
- b) that the Net Fee due is equal or greater than the minimum amount shown in Table 1 below ("Minimum Amount");

The payment of "in payment" missions will be executed before the 10th of the following month.

Whenever an Mapper is willing to collect the Net Fee even if conditions set forth in letter (b) and (c) are not met, he/she shall submit a written request to the email address support@mindearth.ch, pointing out his/her will to terminate the Contract

Table 1, Minimum Amounts per country and payment mean

Country	Paypal
Italy	5 EUR
Rest of the World	50 Eur

4.7 The Mapper accepts that, until the conditions under paragraph 4.7 above are met, the Net Fee shall not become due and cannot be collected by the Mapper; moreover, after 12 months from the latest transaction that generated a fee in favour of the Mapper that in the aggregate – together with the other fees previously accrued – remains lower the Minimum Amount, the Mapper's right to the entire amount of the aforesaid Net Fee shall be considered as forfeited and waived and extinguished, and consequently ME shall write off and reset to zero the relevant credit upon prior notice by e-mail.

4.8 Should the conditions of paragraph 4.7 be met (and subject to the provisions of paragraph 4.8 above), the Net Fee shall become due and may therefore be collected by the Mapper; as a result, the Application shall enable the Mapper to ask ME to send the Net Fee to the PayPal account or bank coordinates indicated by the Mapper inside the Application. ME, upon receipt of such instruction of payment, shall transfer the funds to the PayPal account or bank coordinates within fifteen working days from the instruction. The Mapper will see the Missions in paid status in the Reward section.

4.9 ME does not issue electronic money and does not provide payment services pursuant to the rules in force, availing itself for such purpose of services provided by authorised operators pursuant to such rules (PayPal).

4.10 The Mapper is responsible for the accuracy of the information provided under paragraph 4.7, above and shall immediately inform ME of any change in the aforesaid information or, if possible, shall update the information directly, so that such information is always current, accurate, complete and true. In the case that any false, inaccurate or incomplete information or personal data is provided, or should ME have a justified suspicion that it is, ME shall be entitled to suspend payment of the consideration until accurate information has been provided.

4.11 The Mapper acknowledges and accepts that expenses relating to the commission for the transfer of funds required by PayPal or bank wires shall be borne by the Mapper.

4.12 Any rights to offset, in whole or in part, the amounts relating to the consideration due to the Mapper are expressly excluded. The Mapper is further prohibited from assigning any credit to third parties in whole or in part, also through factoring, forfeiting, bank discount transactions or otherwise.

5. Acceptance, Term And Amendments

5.1 The Mapper has to:

(i) read carefully the present general terms and conditions, the modifications that ME shall insert to the present general terms and conditions, any other applicable special terms and conditions, the Privacy Information and any other terms and conditions of the Contract published on the Site from time to time, including those that can be viewed during the registration process, on its smartphone device on a specific page of the Application; and

(ii) accept such terms and conditions by clicking in the specific box marked with the wording “I agree”.

5.2 This Contract takes effect from the date on which the Mapper completes the registration process and shall remain effective for an indefinite term unless it is terminated by ME or the Mapper, or if ME or the Mapper exercise the right to withdraw pursuant to this Contract.

5.3 The Mapper expressly authorise ME to send this Contract to his/her own e-mail address, provided upon registration, even through specific links to the relevant pages of the Site, including the relevant general terms and conditions, any particular condition and all the relevant applicable amendments from time to time, as well as all notices related to the execution of this Contract.

5.4 ME reserves the right to make, at its sole discretion and at any time, unilateral amendments to any, general or particular, term or condition of this Contract (the “Amendments”), with an advance notice of fifteen days or with such greater notice as set out in any applicable law, by means of notice on the Site and/or by email, should the Amendments be necessary to adapt this Contract to include mandatory provisions of law, supervening technical or organisational requirements of ME or to implement other protection measures aimed at the greater protection of ME or the greater security of the Application with respect to abuses by the Mapper, customers or third parties.

5.5 The Amendments shall enter into force and become effective for the Mapper starting from their publication on the Site, upon prior notice to the Mapper through specific communication sent by ME to the email address provided by the Mapper itself or through any different technical method as available.

5.6 The continuation of use of the Application and of the related functions at any time following the entry into force of the Amendments pursuant to paragraph 5.5 above shall represent acceptance of those by the Mapper.

5.7 The Mapper is entitled to withdraw from this Contract by giving notice thereof to ME pursuant to this Contract within fifteen days of the entry into force of the Amendments. Should ME request that any Amendment be accepted by the Mapper in writing, or equivalent form pursuant to the law, or in any other form, this Contract shall be considered as legally terminated with effect from the entry into force of the Amendments if the EyMappere, before such time limit or within the different term required by ME, has not accepted such Amendments in the required form. Following the entry into

force of the Amendments, the Mapper shall be entitled to verify the applicable text of this Contract on the relevant web page of the Site.

6. Supply Of The Functions Of The Application

6.1 ME makes the Application and all the related functions available on the terms set forth by this Contract.

6.2 ME may, without undertaking any liability for any reason towards the Mapper or third parties:

- a) amend the specifications of the Application, after having given notice thereof to the Mapper;
- b) suspend the access of the use of the Application for technical reasons such as repairs, maintenance, improvements, or for emergency reasons;
- c) give the Mapper the instructions that it deems necessary for reasons of integrity, security or quality of any Application offered by ME to the Mapper or third parties.

6.3 The Mapper must have a smartphone device suitable to use the Application, "suitable" meaning that the same is provided with the most recent version of the operating system, without prejudice in any event to the provisions of paragraph 10.4(d). The smartphone device shall have to be connected and used according to the instructions and security procedures of such device. The Mapper is aware that the use of certain functions of the Application implies a mobile broadband connection and, therefore, if the Mapper wishes to use it through its carrier data system, he will be charged accordingly based on the applicable costs, without any right of reimbursement whatsoever against the Company.

6.4 The Mapper is liable for his/her actions or omissions and is liable for any failure to observe the general terms and conditions of this Contract, including the instructions given by ME pursuant to paragraph 6.2 letter c).

6.5 ME reserves the right to periodically change the Application by adding, removing or amending one or more of its parts or functions as it deems appropriate and does not warrant one or more elements of the Application to be and/or remain available and accessible at all times. Unless otherwise expressly agreed, the introduction of any variation to the Application that makes them usable in a way different than their actual form, as well as the offer of new services, shall be governed by this Contract and by the Amendments communicated from time to time, if any.

6.6 The Mapper acknowledges and accepts that the Application and the related functions are provided "as is" and "as available" from time to time and that, therefore ME has no liability as to the accuracy, permanence, cancellation, non-delivery or recording of the contents or of any communication or customisation of the Mapper, as well as to the malfunctioning of the same.

6.7 ME reserves the right to suspend, amend, disconnect or terminate, at its own discretion, any function of the Application, in whole or in part, with a five-day notice or with the greater notice provided for by the provisions of law applicable from time to time, through a notice on the Site and/or on the Application, without prejudice to the right of withdrawal by the Mapper pursuant to article 12 below. The Mapper agrees that ME shall in no way be held liable towards the Mapper or towards third parties for the amendment, suspension, disconnection or termination pursuant to this paragraph.

7. Security

7.1 The Mapper is responsible for the security and proper use of the user name and password that allow the access to the Application (including the change of user name and password) and must adopt all necessary measures to assure that the same be properly used and that user name and password are kept secret and not disclosed to any unauthorised person.

7.2 The Mapper is responsible for any activity that is carried out by means of its account and is liable for any damages that may arise from the improper use of its access data by third parties.

7.3 The Mapper must immediately inform ME if there are reasons to deem that its own email address and/or password have become, or are likely to become, known to third parties other than the Mapper or if it is likely that they have been used without authorisation.

7.4 If the Mapper forgets or loses its used email address and password, it must contact ME at the email address support@mindearch.ch and carry out the security controls provided for by ME.

7.5 ME reserves the right to suspend the email and password to access the Application, if it deems that the same are being used, or are likely to be used, without authorisation. Similarly ME may suspend authentication in case of breach of the provisions contained in the Contract by the Mapper.

8. Use Of The Application

8.1. The Application is exclusively provided for the Mapper's personal use. The Mapper cannot propose, subcontract, resell or try to resell the activities of a Mission Request or the filling out of a Mission Content to any third party, nor use the Application in order to carry out business or for professional or commercial purposes, including the publication, promotion, placement or any other form of trading of goods and services, without the prior written consent of ME.

8.2 The Mapper is forbidden to disseminate, even only in part, a Mission Request or a Mission Content. The Application may only be used for the purposes contained in this Contract and in compliance with it.

8.3 Mapper shall not exploit or use the Application or any content deriving from it in a way that can cause damage or prejudice to general or economic interests as well as the image of a Client, of ME, of other Mapper, or of an External Client or other third parties.

8.4 ME does not provide any guarantee that the Application meets the requisites, quality or results expected by the Mapper, or that it functions uninterrupted, compliant with the specifications or free from errors.

8.5 ME does not undertake any liability for the accuracy of any personal data, information, or other contents uploaded through a Mission Content. The Mapper is the sole and exclusive responsible party for any content uploaded or sent through the Application.

8.6 The Mapper acknowledges and agrees that all contents privately transmitted through the Application fall within the sole and exclusive liability of the persons from whom such contents come. The Mapper undertakes, therefore, to evaluate and bear all risks associated with the use of such contents.

8.7 The Mapper agrees that ME is entitled to store the contents coming from the Mapper and to disclose them to third parties to fulfil obligations of law or to observe orders from public authorities, including judicial authority, or to reply to charges according to which such contents breach third parties' rights, or to protect ME's rights, the Client's rights or other Mapper's rights pursuant to the law and in compliance with this Contract.

8.8 External Clients may provide links to other sites or resources on the web. The Mapper acknowledges and agrees that ME may in no way be held directly or indirectly liable for the content of such sites or resources and, therefore, for any damage suffered by the Mapper in relation to the same.

8.9 The Application and the Site must not be used by the Mapper in such a way as to breach:

- a) the terms of any legislation, instruction, directive, provisions of law or regulations issued by any competent authority and applicable to the Mapper; or
- b) any instruction given by ME pursuant to paragraph 6.2, letter c) above.

8.10 The Application and the Site must be used in full compliance of correctness and good faith standards, that also apply to this Contract. For all of the above, the Mapper must not use the Application and/or the Site:

- a) to gather information or other contents without having the rights by law or other contracts (for example, information that are confidential by law or by will of the parties);
- b) to cause trouble, inconvenience or harassment to the place where a Mission is carried out, or to disseminate false news and/or information;

c) to send, disseminate, upload, download, or release or exchange in any other way, wilfully or culpably, any material that contain viruses or other codes, files or program able to destroy, interrupt or limit the functioning of the Application or the Site;

d) to perform spamming, phishing, and similar activities towards the Site;

e) to falsify its identity or in anyway show to third parties facts that are not true, by way of example introducing itself as a representative of ME or otherwise lying as to its relationship with third parties;

f) to gather or store personal information or anyway process personal data of third parties in breach of the provisions of law;

g) to carry out reverse engineering, including decompilation and decrypting activity and any other activity or attempt to modify or in any event intervene on the graphic, internal logic, structure, functioning (including algorithms and source codes) of the Application, as well as on any other software or element provided by ME that is functional for the use of the Application;

h) to attempt to obtain unauthorised accesses to the Site, or resources associated to the Site, or to obtain services or information unintentionally made available by ME in or through the Site;

i) to access, acquire, copy or monitor any part of the Site or of the Application through techniques such as deep-linking and data scraping, unless in the cases previously authorised and established by ME and it being understood that such activities shall have to be carried out in compliance with this Contract, as well as through spiders or other automated devices, programmes, methods or algorithms, or similar or equivalent manual processes;

j) to commit actions prohibited pursuant to any law applicable from time to time;

k) to offer and/or demand Services.

8.11 ME does not exercise any prior control or, subsequently, any supervisory activity on Mission Request requested by External Clients. Without prejudice to the foregoing, ME reserves the right to remove from the Site, without any prior notice, any Mission Request and/or Mission Content, or any other content that has been published that it knows or reasonably believes represents or may represent a breach of this Contract, of provisions of law or any third party rights or in the cases in which ME deems in good faith, at its sole discretion, that such information or contents represents a breach of this Contract or of the law or that the rejection or removal of such information or contents is anyway necessary to:

(i) comply with provisions of law or orders of public authorities in compliance with provisions of law;

(ii) prevent or stop any breach of this Contract or laws or to enforce its rights pursuant to this Contract or to protect itself from third party claims for breaches of their rights;

(iii) protect ME or third parties' rights.

Based on all of the above, ME shall not be liable for any illicit content, or any content that may violate any applicable laws or third party rights.

8.12 ME shall be further entitled to insert its trademark, trade name, logo, ideogram, or other distinctive sign having as its subject-matter ME as well as to insert advertising banners, hyperlinks or

other advertising forms at its sole discretion within each web page inside the Site or in the content originating from the use of the Application.

8.13 The Mapper shall keep ME indemnified from any claim or legal action started or threatened against ME by third parties as a result of a breach of this article 8 as well as in breach of any other provisions of this Contract. ME shall inform the Mapper of any such claim or action and shall keep the Mapper informed as to the progresses of such claims or actions.

8.14 In compiling a Mission Content the Mapper declares to have acted and to have realised such contents in full compliance with the provisions under this article 8 and in compliance with the provisions of the Contract.

9. Intellectual Property Rights

9.1 Industrial and intellectual property rights (including exploitation rights and know-how) relating to the Application and all of its functions are and remain the property of ME or of its authorised licensees.

9.2 ME grants the Mapper a free of charge, temporary and revocable at any time, non-exclusive, personal and non-transferable licence for the use of the Application and all of its related functions.

9.3 The Mapper is expressly forbidden to copy, modify, create pieces of work or works deriving from or based on the content of the Application and all of its related functions.

9.4 The Mapper does not acquire any proprietary rights to any intellectual property that may be created or derive from performing a Mission in accordance with the Contract.

10. Limitation Of Liability

10.1 ME shall not be liable towards the Mapper, for any liability whether arising in contract or tort (including negligence);

10.2 ME shall not be liable for any direct or indirect loss of profits, loss of business, loss of goodwill, or for any consequential damage or loss, including any data destruction. Nothing in this Contract excludes ME's liability for fraud or gross negligence or for any other liability that cannot be excluded pursuant to the applicable law.

10.3 ME has no liability for any loss or claim in connection with the precision, completeness or eligibility for any purpose of any content of the Site or the Application.

10.4 ME shall not be liable to the Mapper in respect of any claim, losses or damages whether arising in contract or tort (including negligence, but excluding the cases of wilful misconduct or gross negligence) or for any other reason for actions or omissions of other suppliers of telecommunications or Internet services or for defects or faults attributable to their systems (e.g. loss of connection).

10.5 ME shall not be liable towards the Mapper for any loss or damage that the Mapper itself may suffer, directly or indirectly, following:

- a) any amendments that ME may make to the Application or the Site for technical, commercial or organization requirements, or for any (temporary or permanent) interruption of the availability of the Application or of the Site;
- b) the failure to send true and correct information and personal data by the Mapper during the registration process, including information relevant for tax purposes;
- c) non-fulfilment of the Mapper's obligations pursuant to article 7;
- d) an updating of the operating system of the smartphone used by the Mapper for which ME has not yet updated the Application in order to make it compatible with the new operating system;
- e) the temporary interruption of third-party services required to use the Application (for example, but not limited to, any of ME's server malfunctioning).

11. Force Majeure

11.1 If one of the Parties is not able to observe the commitments undertaken with this Contract for facts that are beyond its control or in any event not attributable to the same, such as, by way of example only, lightning, floods, exceptional weather conditions, fires, explosions, wars, civil disorders, strikes (even if not involving its own employees) or actions of local or central government or other competent authorities or events that are beyond the control of its suppliers, such Party shall not be liable towards the other Party for the non-fulfilment.

12. Withdrawal

12.1 Each Party may withdraw from the Contract at any time, giving a five-day advanced notice thereof to the other Party in compliance with the provisions of article 17 below.

12.2 The withdrawal under this article 12 does not prejudice previously acquired rights and does not exclude any liability previously undertaken pursuant to the Contract.

13. Non-Fulfilment

13.1 ME may terminate this Contract and cease the provision of the Application should the Mapper:

- a) commit a breach of this Contract that may be remedied and does not remedy within the period of time indicated by means of written warning;
- b) commit a substantial breach of this Contract that may not be remedied;
- c) commit repeated breaches of the provisions set out by this Contract;
- d) falsely states anything during the course of a Mission;

- e) during the course of a Mission, behaves itself in a way that disturbs or harasses third parties on the place where the Mission itself is carried out;
- f) be declared bankrupt.

13.2 If the Mapper, or anyone using its access credentials, does not fulfil the obligations undertaken pursuant paragraphs 4.1, 4.2, 4.3, 4.15, 7, 8.1, 8.2, 8.3, 8.9, 8.10 and 8.13, ME shall be entitled to declare the Contract terminated.

13.3 The Mapper agrees that ME shall be entitled to suspend, in whole or in part, the access to the Application, besides paragraph 13.1 above, without prejudice at all to its right to terminate the Contract, even in the event such suspension is anyway necessary to:

- (i) comply with provisions of law or orders of public authorities in compliance with provisions of law;
- (ii) prevent or stop any breach of this Contract or of law or to enforce its rights pursuant to this Contract or to protect itself from third parties' charges maintaining breaches of their rights;
- (iii) protect ME rights or third parties' rights.

14. Processing Of Personal Data

ME, in compliance with EU Regulation 679/2016, declares that the personal data provided by the Mapper during the registration process or in any other moment during the use of the Application shall be processed according to the indications contained in the Privacy Information Notice in Annex 1 that the Mapper declares to accept with this contract.

15. Confidentiality

15.1 The Mapper accepts that a filled-in Mission Content and any information or data related to a Client or an External Client that may become known to the Mapper while carrying out a Mission Request or other activity connected to the Site or the Application shall have to be considered as "Confidential Information".

15.2 Except for disclosure obligations imposed by the law, regulations or any other provisions adopted by any competent authority, the Mapper undertakes to:

- (i) keep strictly confidential and secret all Confidential Information and not to disclose, in whole or in part, their content to any third party;
- (ii) treat the Confidential Information with the same degree of diligence that the Mapper uses to treat its own information;
- (iii) not to use and/or acquire the Confidential Information unless insofar as strictly necessary for the use of the functions of the Application and, in general, for the proper fulfilment of the obligations undertaken by the Mapper pursuant to this Contract;
- (iv) not to make copies of any document relating to or containing Confidential Information;
- (v) not to use the Confidential Information in a way that is prejudicial for ME, the Client or the External Client.

16. Prohibition Of Assignment

16.1 The Mapper may not assign or transfer, in whole or in part, any right or obligation provided by this Contract.

17. Notices

Notices and communications made pursuant to this Contract shall have to be in writing and transmitted by e mail as follows:

- a) to ME: to the e-mail address support@mindearth.ch or to any other address that ME notifies to the Mapper;
- b) to the Mapper: to the e-mail address communicated by the Mapper to ME upon registration.

18. Autonomy Of The Parties

ME, the Mapper and the External Client act in full autonomy and independence. The provisions of this Contract shall not give rise to any agency, association, long-term contract, intermediary or employment relationships.

19. Law

This Contract is governed by the laws of Switzerland.

20. Competent Court

Any dispute that may arise in the interpretation or performance of this Agreement shall be exclusively submitted to the courts of Bern, CH.

21. Minimum Conditions Governing The Relationship With Apple.Inc And Google.Inc

21.1 This Contract is entered into exclusively between ME and the Mapper and does not commit in any way Apple Inc. (hereinafter "Apple") or Google Inc. (hereinafter "Google") that limit themselves to make the Application available on their respective AppStore and Google Play Store platform.

21.2 The Mapper acknowledges and accepts that Apple and Google shall have no obligation to provide assistance and maintenance services with reference to the Application.

21.3 The Mapper acknowledges and accepts that in case of non-compliance of the Application, Apple or Google shall have no warranty obligation or compensation obligation for any claim, loss, liability, damage cost or expenses arising out of the non-compliance of the Application.

21.4 ME and the Mapper acknowledge that in case third parties claim that the Application or the possession and use of the Application by the Mapper represents a breach of intellectual and industrial property rights, Apple or Google shall have no liability.

21.5 In accordance with the legal compliance provisions provided for by Apple and Google, the Mapper represents and warrants: (i) not to be in a Country subject to embargo by the Government of the United States or that has been included by the Government of the United States in the list of

Countries supporting terrorism; and (ii) not to be included in the list of subjects to whom access to the United States is prohibited or limited.

Annex 1: Privacy Information Notice Pursuant To EU Regulation 679/2016

Dear Mapper,

pursuant to EU Regulation 679/2016 ("Regulation"), we inform you that MindEarth SA ("ME") as Data Controller and the subsidiaries MindEarth Srl as Data Processors ("ME Group Companies") will process your personal data ("Data"), provided by you in connection with the registration to the ME application ("Application"), in accordance with the current legislation on data protection, with the following terms and conditions.

1) Purposes of the Data processing and Data categories.

The Data processing may be carried out for the following purposes:

- a) manage your registration to the Application and perform the activities related to the use of the Application and its functions, as specified in the general terms and conditions of the Contract;
- b) fulfil the contractual obligations of the general conditions of the Contract, including the sending of emails related to the work performed and/or to be performed ("Mission"), the sending of periodic informative emails for the proposal of new Missions as well as sending emails to confirm payments made to you;
- c) identify your position, using the geolocation function on the Application and spontaneously activated on your device, when you open the app, book a Mission and at the time of check-in at the chosen Mission address. Therefore, your position will not be detected when the Application is inactive;
- d) analysis and evaluation of the Mission you have compiled;

In the above cases, the legal basis of the data processing is the execution and proper management of the general terms and conditions of Contract between you and the Controller.

- e) performing statistical surveys in aggregate form;
- f) management of the history of the Mission carried out and the rating related to your performance;
- g) management of litigation (including pre-litigation) in the event of non-compliance, disputes, legal disputes and / or transactions;

In the above cases, the legal basis of the data processing is the pursuit of a legitimate interest of the Controller and / or third parties (e.g. the ME Group Companies), which, on the basis of the assessments made by the Data Controller, is not detrimental to your rights.

- h) comply with all legal obligations arising from the use of the Application and/or with the provisions of the competent authorities;

In the above case, the legal basis of the data processing is the fulfilment of obligations under the law and applicable regulations.

For the purposes described above, the Controller will only process Personal Data so-called "generic" (e.g. contact details, data related to the execution of the Mission, etc.)

2) Methods of data processing.

ME processes the Data with great care and in compliance with the security measures provided for by the Regulation.

Data will be processed manually and/or electronically, using methods and tools that ensure the highest level of security and confidentiality pursuant to art. 32 of the Regulation.

This processing may consist in the collection, comparison, recording and/or storage of data.

By virtue of the processing of data that may result from geolocation pursuant to letter c) of art. 1 above, the Data Controller carried out a specific Impact Assessment on the processing of your Data for this purpose, adopting appropriate organisational and security measures to minimise any risk to your rights, in accordance with art. 35 of the Regulation.

The Data, collected in special databases, are stored in servers through the service offered by the US company Amazon Web Services, Inc., a wholly owned subsidiary of Amazon.com, Inc., with registered office in Seattle, Washington (US), with which ME has signed a specific contract for the storage of data. This company, which carries out exclusively data storage services for ME, adheres to the EU-U.S. Data Privacy Framework, which ensures that Data transferred from the EU to the US receives adequate protection.

The servers made available for storage of ME Data are located within the European Union, in France, in Paris.

The privacy policy of Amazon Web Services is available at the following address:
<http://aws.amazon.com/privacy/>.

ME also outsourced the activities of sending and automated management of periodic e-mails to the Mapper, including those relating to the Mission carried out and / or to be carried out and the new Mission proposals. The complete list of the subjects of which ME avails itself is available at the company headquarters or by writing to support@mindearth.ch.

The companies identified guarantee full compliance with all security measures deemed necessary pursuant to the Regulation and adhere to the EU-U.S. Data Privacy Framework (DPF), which ensures that Data transferred from the EU to the US receives adequate protection.

You can also obtain more information and a copy of the measures aimed at ensuring the legitimate transfer of data by contacting the Data Controller.

The Data will be processed exclusively for the period of time strictly necessary for the purposes indicated above and, in any case, not exceeding the period required by current regulations. However, at the end of this period, the Data will be anonymized and used by ME for analysis. Under current legislation, specific security measures will be observed to avoid data loss, illicit and / or incorrect use and / or unauthorised access to databases.

3) Communication and dissemination.

The Data will not be disclosed. However, the Data could be communicated by ME for the aforementioned purposes to third parties responsible for providing, on behalf of ME, services that are instrumental or otherwise necessary for the performance of activities related to the use of the Application and the performance of the Mission. In particular, ME may communicate the Data to the following categories of recipients: (i) Companies of the ME Group, also for administrative and accounting purposes; (ii) persons, companies, associations or professional firms that provide services

or activities of assistance and advice or provide services to ME, with particular but not exclusive reference to accounting, administrative, legal, tax and financial matters, as well as service providers of information technology; (iii) banking institutions and insurance companies; (iv) subjects to whom the right to access the Data is recognized by provisions of law and secondary legislation or by provisions issued by authorities legitimated by the law. The subjects belonging to the above categories will use the Data as independent data controllers or as Data Processors, duly appointed by ME pursuant to the Rules.

The Data may also be brought to the attention of ME staff and the ME Group Companies who will treat them as an authorised processing person.

4) Nature of the provision of Data.

The provision of Data is optional. However, any refusal to provide Data, or any part thereof, for the purposes indicated in paragraph 1 above will make impossible for ME to execute the general terms and conditions of the Contract, to provide the use of the Application and for you to perform the Missions.

5) Data Subject's rights.

The Mapper, as a Data Subject, has the right to exercise all the rights as per articles 15 and followings of the Rules by contacting the Data Controller, , namely MindEarth SA, as set out below in Article 6.

In particular, the Data Subject may exercise, in the cases envisaged by the Regulation, the rights to: i) request confirmation that the Data is being processed and, in such case, request the Data Controller to access the information concerning the processing; ii) request the correction of inaccurate or incomplete Data; iii) ask the Data Controller to delete the Data; iv) request the limitation of processing; v) request to receive, in a format that is commonly used and readable by an automatic device, his Data or to obtain the direct transmission to another data controller, where technically feasible ("data portability").

The Data Subject also has the right to object, in whole or in part, for legitimate reasons, to the processing of data concerning him/her.

Finally, if the Data Subject considers that the processing of the Data violates the law regarding data protection, he has the right to propose a complaint to the Authority for the protection of personal data.

6) Data Controller and Data Processors

The Data Controller is MindEarth SA a company duly incorporated and existing under the law of Switzerland, with registered office at Rue Du Manège 5, 2501, CH.

The Data Processors are all ME Group.

The updated list of Data Processors in charge for the processing appointed by ME is available by contacting the Data Controller at the address below.

The Data and the information required for the registration to the Application will be collected in dedicated databases and stored on servers run by Amazon Web Services, Inc. located in Paris, France.

For any request or information and/or clarifications or questions regarding the Data processing, please send a written request to MindEarth SA at the following email address:

support@mindearth.ch

7) Data Protection Officer.

The Data Protection Officer contact details are as follows: dpo@mindearth.ch