

BeReal.

BeReal is excited that E-Cell DTU has agreed to host an event that will, among other things, promote BeReal and encourage people to sign up! In order to hold that event, BeReal needs you to sign the below agreement acknowledging that the event will be run in a responsible way, and that E-Cell DTU will be responsible for the event. Please review and have it signed by the leader of your organization.

Agreement

This assumption of liability and release agreement (the "Agreement") is entered into on 27/03/2023 by and between BeReal Inc. ("BeReal") and E-Cell DTU ("Group") (BeReal and Group are hereby individually referred to as a "Party" and jointly as the "Parties") regarding Group hosting an event on 7-9 April at which BeReal's products and/or services will be promoted and/or individuals will be encouraged to sign-up for BeReal's product/service (the "Event"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the Parties, the Parties hereby agree as follows:

1. **Group Obligations:** Group hereby acknowledges and agrees and warrants and represents that:
 - a. It is solely responsible for the organization, promotion, maintenance and function of the Event.
 - b. It will hold the Event in a reasonable manner and in strict compliance with all applicable Federal, State or Local laws, regulations and/or legislation, and in strict compliance with all rules, policies, requirements or guidance of its affiliated college or university and any Group parent organization.
 - c. It will not permit any illegal or unconscionable behavior at the Event, or any acts, events or behavior that will or could be interpreted as bringing any negative light onto BeReal including but not limited to the following:
 - i. No individuals under legal drinking age will be provided with or permitted to imbibe alcoholic beverages
 - ii. No use of illegal drugs or other illegal activities will be permitted or encouraged
 - iii. No individuals will be discriminated against or receive or negative treatment, including but not limited to on the basis of their age, race, religion, sexual orientation, or gender identity
 - iv. There will be no hazing or other Group pledging-related activities
 - v. Group will take prompt action to address any of the foregoing and any and all other activity that is in violation of this Agreement or otherwise could lead to injury, death or legal action
 - d. Regarding promotion of the Event:
 - i. It will not use any materials or content that violates the rights (including but not limited to intellectual property rights) of any third parties or violates applicable law and
 - ii. It will receive proper consent to use the name, image and likeness of any and all individuals, and full rights from any company, organization, institution, individual or other third-party that it photographs or records, or whose content or materials Group links to or otherwise includes in any materials or promotion relating to the Event, including but not limited to messages, online content and any social media postings
2. **Liability:** Group hereby expressly and voluntarily assumes any and all responsibility for the Event, any and all occurrences, acts or omissions relating thereto, and any liability arising therefrom and/or relating to the breach or alleged breach of Group's obligations set forth herein. Group hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO MAKE ANY CLAIMS AGAINST BeReal, its parents, subsidiaries, and affiliates and their respective owners, members, shareholders, managers, directors, officers, employees, contractors, agents and representatives (individually and collectively, the "**Released Parties**"), from and against any and all claims, demands, deficiencies, settlements, causes of action of any kind or nature whatsoever, liabilities, damages, losses, actions, judgments, interest, awards, penalties, fines, costs and/or expenses (including attorneys' fees and court costs), now or hereafter known, suspected or unsuspected, asserted or unasserted, in any jurisdiction throughout the world, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class, derivative, or individual in nature, whether in contract, tort or otherwise, including for bodily injury, death or damage to property (including, without limitation, due to the negligence of the Released Parties or otherwise) (collectively, the "**Liabilities**") in any way based on, arising from or related to the Event. Group understands that by signing this Agreement, Group is waiving any and all claims against BeReal, of any kind arising out of or attributable to the Event, including those claims that may be unknown to Group, or which Group does not suspect to exist at this time. Group agrees to indemnify, defend and hold harmless the Released Parties from and against any and all Liabilities arising from or relating to the Event and/or any breach or alleged breach of this Agreement. In no event will BeReal's aggregate liability hereunder exceed the amount actually paid by BeReal to Group in relation to the Event. In no case will BeReal be liable for an incidental, consequential, special or punitive damages relating to this Agreement.
3. **Termination:** BeReal may terminate this Agreement and/or is involvement in the Event at any time upon notice to Group. In the event of termination, Group will immediately cease any and all use of BeReal intellectual property and cease any and all promotion of the Event.

4. **General:** Group understands that, to the extent applicable, it is an independent contractor and this Agreement does not create any association, partnership, joint-venture, employee or agency relationship between Group or any Group member and BeReal for any purpose. Group will have no authority (and will not hold itself out as having authority) to bind BeReal and will not make any agreements or representations on BeReal's behalf without BeReal's prior, written consent. Group may not assign this Agreement or delegate or transfer any of its obligations without the express, written consent of BeReal. Any attempt to assign, delegate, or transfer in violation of this paragraph is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns. This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to any conflict of laws provisions that would result in the application of the laws of a different jurisdiction. Each Party agrees to institute any legal suit, action, or proceeding arising out of this Agreement in the federal or state courts in each case located in the State of Delaware. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this agreement will continue in full force and effect. This Agreement contains the entire agreement between Group and BeReal regarding the subject matter hereof and supersedes any oral or written statements made by or to Group in connection with the Event. This Agreement may not be modified except by a written agreement that is signed by an authorized representative of BeReal.

BY SIGNING BELOW, I WARRANT AND REPRESENT THAT I AM OVER EIGHTEEN (18) YEARS OLD, HAVE READ AND FULLY UNDERSTOOD ALL THE TERMS OF THIS WAIVER, AND HAVE THE FULL RIGHT AND AUTHORITY TO BIND GROUP. I UNDERSTAND THAT THIS WAIVER INCLUDES A RELEASE OF LIABILITY THAT LEGALLY PREVENTS GROUP, ME OR ANY OTHER PERSON FROM FILING SUIT OR MAKING ANY OTHER LEGAL CLAIM, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE EVENT. I HEREBY NEVERTHELESS ENTER INTO THIS WAIVER FREELY AND VOLUNTARILY AND AGREE THAT IT BINDS ME AND GROUP. I UNDERSTAND THAT BEREAL WILL REASONABLY RELY ON THIS WAIVER IN PROCEEDING WITH THE EVENT.



By: Anshul S.Bansal
Title: Co-Head
Date: 27/03/2023

BeReal



Name: Andrea Mach di Palmstein
Title: Head of Growth

Benefits to Partner from BeReal:

1. ₹200 per NEW true user after the following requirements are met:

- a. the user downloaded the app within the 14 days of the partnership**
- b. the user added 5 friends**
- c. the users turned on notifications**
- d. the user posted at least one BeReal picture**

Username will be tracked on the typeform and spreadsheet provided