

MARQVISION

MARQ COMMERCE SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”), dated as of January 3, 2021 (the “**Effective Date**”), is entered into by and between Marq Vision Inc., a Delaware corporation (“**Marq Vision**”), and Yale (“**Client**”). Marq Vision and Client may be referred to individually as a “**Party**” or collectively as the “**Parties**”. This Agreement is comprised of the following documents, which shall be deemed to be an integral part hereof:

- This Services Agreement
- Marq Vision Service Terms and Conditions (“Terms and Conditions”) available at <http://www.marqvision.com/terms-2103>
- Annex 1 : Scope of Services
- Annex 2 : Letter of Authorization
- Annex 3 : List of Marketplaces

This Agreement (including Marq Vision’s Terms and Conditions and Scope of Services, and Letter of Authorization, which are incorporated therein by reference) constitute the entire agreement between the Parties and there are no oral or other representations regarding the subject matter thereof that are binding on either Party. Capitalized terms not defined herein shall have the meaning defined in the Terms and Conditions and the applicable Scope of Service.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

MARQ VISION INC.

By: _____

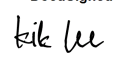
Name: Ki Kyung Lee

Title: Chief of Staff

Email: kik.lee@marqvision.com

Signed Date: January 1, 2021

YALE

DocuSigned by:
By:  _____

Name: John Yale

Title: CEO

Email: johnYale@Yale.com

Signed Date: January 2, 2021

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ANNEX 1 Scope of Services

1. Covered Countries

Region	Country
Asia Pacific	Korea, China, Indonesia, Malaysia, Thailand, Singapore, Philippines, Vietnam, Taiwan, Japan, Hong Kong, Australia
North America	United States, Canada, Mexico
South America	Brazil
Europe & Middle East	United Kingdom, Germany, France, Italy, Spain

2. Scope of Services

2.1 Online Brand Protection via the Platform.

Coverage	
Detection	Scanning Covered Countries (set forth in Section 1 of this Scope of Services) to identify potential counterfeit listings infringing Client's Protected Assets. Within each country, MarqVision will determine the optimal marketplaces to target every month depending on many factors, such as the number of counterfeits in marketplaces, availability of clients' IPRs and the urgency of removing counterfeits.
Monitoring	Review of the detected listings to track variations on the status (open / closed), price, stock, number of transactions.
Confirmation	Allowing clients to confirm listings based on information such as (i) channel, (ii) seller name, (iii) price, (iv) stock, (v) discount.
Enforcement	<p>Execution of infringement reporting through each e-commerce platform/website's infringement reporting rules to take-down confirmed counterfeit listings of Protected Assets, including managing push-backs and counter-notifications from each e-commerce platform/website.</p> <ul style="list-style-type: none"> - By mutual consent of both Parties, Marq Vision may take certain enforcement actions that lie outside this scope

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Reporting	Access to standard dashboards and reports via the Platform.
Protected Brands	
Yale	
Support	
Dedicated Customer Success Manager providing onboarding assistance and reporting	

2.2 Other terms.

Client will validate the incidents that shall be removed by Marq Vision or discard those that do not constitute an infringement of its intellectual property rights. Client may automate the validation process by providing specific written instructions to Marq Vision that will apply to certain incidents, as per Client’s instructions.

Marq Vision may use Client’s name and standard logo in customer listings or as part of Marq Vision’s promotional and marketing efforts.

3. **Fees**

4000 USD / month

4. **Term**

Six (6) months from the Effective Date, which will be automatically renewed for successive Twelve (12) month periods, unless either Party gives the other a notice of non-renewal at least thirty (30) days before the end of the applicable Subscription Term.
