



ACCESS AGREEMENT — ANKKA.EU

Governing Law: Italy | Jurisdiction: Court of Savona (Tribunale di Savona)

PREAMBLE

This Access Agreement (“Agreement”) is made and entered into electronically between:

1. ANKKA.EU, acting as the system operator and representative of the footwear design generation platform (“ANKKA.EU”),

and

2. The USER, a footwear manufacturer or footwear component manufacturer registered to use the ANKKA.EU system,

each hereinafter referred to as a “Party” and collectively as the “Parties.”

WHEREAS:

- ANKKA.EU operates a proprietary AI-driven system (“gptX”) that generates footwear designs based on finished elements (soles and uppers) and maintains a secure personal account system (“Personal Account”) for each registered user;
- The USER wishes to access the system, upload or make available footwear components (soles or uppers), and generate new designs using the ANKKA.EU platform under the terms of this Agreement;
- The Parties intend to establish their respective rights and obligations regarding the use of the Service, the generated content, and the related fees.

NOW, THEREFORE, the Parties agree as follows.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings assigned below:

- “Service” means the footwear design generation and related functionalities provided by ANKKA.EU through its websites and interfaces.
- “Interface” means the graphic and functional design of the Service, including buttons, forms, and image-generation zones.
- “Personal Account” means the secure section of the system assigned to each USER,



enabling uploads, generation tracking, and storage of generated content.

- “ANKKA.EU Data” means any information, content, or intellectual property belonging to ANKKA.EU, including trends, catalog data, pricing, and system structures.
- “USER Data” means all personal and financial information provided by the USER, including registration details and billing information.
- “Content” means all descriptive and visual materials (images, text, metadata, videos, etc.) available within the ANKKA.EU system.
- “Spent Generation” means any design generation stored in the USER’s Personal Account.
- “Paid Availability Period” means the duration during which an uploaded element (e.g., sole) remains available for generation purposes.
- “Intellectual Property Rights” include any copyrights, trademarks, patents, designs, know-how, or other intellectual property, whether registered or unregistered.

2. SCOPE OF THE AGREEMENT

The USER acts within the system on a non-exclusive basis, either generating designs or providing components. ANKKA.EU provides the Service according to the chosen subscription plan specified in Appendix 1 (Tariffs).

3. OBLIGATIONS OF THE USER

The USER shall use the Service lawfully, maintain confidentiality, not copy or imitate ANKKA.EU content or interface, and respect all Intellectual Property Rights. Login credentials must remain secure and private.

4. FEES AND PAYMENT

Tariffs are set in Appendix 1. Payments are made in euros (€) through the Personal Account. Uploaded images remain the property of the USER. ANKKA.EU holds a limited license to use them for Service provision.

5. REPRESENTATIONS AND WARRANTIES

The USER represents it has all rights to uploaded materials, complies with all laws, and acts as an independent contractor. ANKKA.EU provides the Service “as is” without any implied warranties.

6. INDEMNIFICATION AND LIABILITY

Each Party indemnifies the other for direct losses caused by breach or IP infringement. Total liability shall not exceed €90,000 or the annual subscription amount, whichever is greater, except in cases of fraud or willful misconduct.



7. TERM AND TERMINATION

This Agreement remains valid indefinitely. Either Party may terminate it by written electronic notice. It terminates automatically after 24 months of inactivity. No refunds apply.

8. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all non-public information. Disclosure is permitted only when required by law or with written consent.

9. MISCELLANEOUS

All notices must be in writing and sent electronically to the registered email addresses. This Agreement supersedes all prior arrangements and may only be amended electronically with mutual consent. The Parties act as independent contractors.

10. ELECTRONIC SIGNATURE

This Agreement is executed electronically in accordance with Regulation (EU) No 910/2014 (eIDAS).

Electronic signatures shall have the same legal effect as handwritten signatures. No further notarization or physical copies are required for its validity.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Italy.

Any disputes shall be subject to the exclusive jurisdiction of the Court of Savona (Tribunale di Savona, Italy).

Executed electronically on [date]

Signature ID: [unique identifier]

For ANKKA.EU:

Name: _____

Title: _____

For the USER:

Name: _____

Title: _____

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Appendix 1 – Tariffs

1 generation (4 images) stored in Personal Account – €7.2

1 generation (4 images) without saving – €0

Uploading & processing one image – €50

Placement of one image – €50

Minimum catalog images – 7

Minimum monthly purchase – 400 generations

Maximum monthly purchase – Unlimited

Appendix 2 – Registration Form

To be completed by the USER upon onboarding.