

Loopy Loyalty Affiliate Program Agreement

Last Modified: March 1, 2021

PLEASE READ THIS MARKETING AFFILIATE PROGRAM AGREEMENT CAREFULLY.

This is a contract between you (the “Affiliate”) and us (“Loopy Loyalty”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessarily “legalese” but we have tried to make it as readable as possible.

The Marketing Affiliate Program Agreement applies to your participation in our Marketing Affiliate Program (the “Affiliate Program”). These terms are so important that we cannot have you participate in our Affiliate Program unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Affiliate Program changes, ends, or becomes part of an existing program, including our partner programs. If we update or replace the terms we will let you know via electronic means, which may include an in-app notification or by email. If you don’t agree to the update or replacement, you can choose to terminate as we describe below.

Definitions

“Loopy Loyalty Affiliate” means a company owned, operated or controlled by Loopy Loyalty.

“Marketing Affiliate Program” means our marketing affiliate program as described in this Agreement.

“Affiliate Lead” means a customer prospect who clicks on the Affiliate Link that we have made available to you via the Affiliate Tool.

“Affiliate Link” means the unique tracking link you place on your site or promote through other channels.

“Affiliate Policies” means the policies applicable to affiliates which we may make available to you from time to time.

“Affiliate Tool” means the tool that we make available to you upon your acceptance into the Affiliate Program and for you to use in order to participate in the Affiliate Program.

"Agreement" means this Marketing Affiliate Program Agreement and all materials referred or linked to in here.

“Commission” means an amount described on the Program Policies Page for each Customer Transaction.

“Customer” means the authorized actual user of the Loopy Loyalty Products who has purchased the Loopy Loyalty products after being an Affiliate Lead.

“Customer Transactions” means those transactions by Affiliate Leads that are eligible for Commission pursuant to the ‘Customer Transactions’ section of this Agreement.

"Customer Data" means all information that Customer submits or collects via the Loopy Loyalty Products and all materials that Customer provides or posts, uploads, inputs or submits for public display through the Loopy Loyalty Products.

"Loopy Loyalty Content" means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our services.

"Loopy Loyalty Products" means both the Subscription Service and Other Products.

"Program Policies Page" means the landing page: <https://loopyloyalty.com/affiliatesprogrampolicy.pdf> where we will provide all the up to date guidelines and policies for the Affiliate Program.

"Other Products" means those products and services that we offer, which are not included in the Subscription Service (as detailed below); and, for the purposes of this Agreement, Other Products include all of our marketing software, legacy sales and marketing products, and any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

"Subscription Service" means our web-based sales software that is subscribed to, and developed, operated, and maintained by us, accessible via <https://loopyloyalty.com> or another designated URL, and add-on products to our sales software. For the purposes of this Agreement, the Subscription Service does not include our legacy sales products, any implementation, customization, training, consulting, additional support or other professional services, or fees for third-party products or services.

"We", "us", "our", and "Loopy Loyalty" means Loopy Loyalty. (a product and service wholly owned and provided by PassKit, Inc.)

“You” and “Affiliate” means the party, other than Loopy Loyalty, entering into this Agreement and participating in the Affiliate Program.

Non-Exclusivity

This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

1. Affiliate Acceptance

Once you complete an application to become an Affiliate, we will review your application and notify you whether you have been accepted to participate in the Affiliate Program, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Affiliate Program within thirty (30) days from your application, your application is considered to be rejected.

If you are accepted to participate in the Affiliate Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Program Policies Page, if applicable. Failure to complete any enrollment criteria within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Affiliate Program.

Your acceptance and participation in the Affiliate Program does not mean that you will be accepted into any of our PassKit Partner Programs, including our Value Added Reseller Partner Program. In order to participate in these programs, you will need to apply in accordance with the relevant application procedure.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

Customer Transactions

1. **Affiliate Program Limits.** Each accepted Affiliate Lead will expire according to the information provided on the Program Policies Page. from the date the Affiliate Lead clicked on the Affiliate Link that was made available by you. We will pay you Commission for each new Customer who completes a Customer Transaction after clicking on an Affiliate Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The start of the Customer's subscription is determined by the date of the first purchase of the Subscription Service by the Customer and you will receive a Commission payment for that Customer Transaction only, regardless of any additional purchases made by that customer during their Subscription Service. For example, if the initial Customer Transaction is for one user of Sales Hub Professional, and there is a subsequent transaction by that same customer for an additional user of Sales Hub Professional for the same subscription, Affiliate will receive Commission for the initial user purchased only. The Affiliate will not be entitled to receive Commission on any additional purchases of Loopy Loyalty or PassKit Products by that same Customer
2. **Eligibility.** To be eligible for Commission (i) an Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a

Customer Transaction must have occurred (iii) a Customer must remain a customer sixty (60) days plus the number of days until the end of that calendar month in order to be eligible for a Commission. For example a Customer who makes a purchase on the 15th of March must remain a customer until the 31st of May in order to be eligible for a Commission. All transactions must occur on a loopyloyalty.com domain. You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or Loopy Loyalty Affiliates; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Affiliate Program Policies that we make available to you, misuse of the Affiliate Tool or by any other means that we deem to breach the spirit of the Marketing Affiliate Program, or (v) the Customer participates in any of our partner programs and is eligible to receive commission in relation to the Customer Transaction under any of these programs. In competitive situations with other affiliates, we may elect to provide the Commission to the affiliate that we deem to be the most eligible for Commission, at our discretion. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

3. Acceptance and Validity. You will only be eligible for a Commission payment for any Customer Transactions that derived from Affiliate Leads generated by the Affiliate Link that we make available to you and are accepted by Loopy Loyalty.

An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase the Subscription Service within the time period described on the Program Policies Page) of their first click on the Affiliate Link, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired. An Affiliate Lead is not considered valid if it's first click on the Affiliate Link is after this Agreement has expired or terminated.

4. Engagement with Prospects. Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Affiliate Lead. Any engagement between Loopy Loyalty and an Affiliate Lead will be at Loopy Loyalty's discretion.

5. Commission and Payment. Requirements for Payment; Forfeiture. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Affiliate Tool); (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date PayPal account and updated the Affiliate Tool with such account (iv) completed any and all required tax documentation in order for Loopy Loyalty to process any payments that may be owed to you.

6. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 5(a)(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a “Forfeited Transaction”). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5(a)(i-iv), then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

7. Commission Payment. We, or a Loopy Loyalty Affiliate, will pay the Commission amount due to you within forty-five (45) days after the end of each fiscal quarter for any Commission amounts that you become eligible for according to the Eligibility section above. We will determine the currency in which we pay the Commission, as well as the applicable conversion rate. We will not pay more than one Commission payment or other similar referral fee on any given Customer Transaction (unless we choose to in our discretion). Taxes. You are responsible for payment of all taxes applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Commission Amounts. We reserve the right to alter or change the Commission amount. We will post all information regarding the Commission amount on the Program Policies Page.

Training and Support

1. Affiliate Training and Support. We may make available to you, without charge, various webinars and other resources made available as part of our Affiliate Program. If we make such resources available to you, you will encourage your

sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Affiliate Program benefits or offerings at any time without notice.

Trademarks

You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos (“Affiliate Marks”) in connection with the Affiliate Program and this Agreement.

During the term of this Agreement, in the event that we make our trademark available to you within the Affiliate Tool, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Affiliate Program and this Agreement; and (iii) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

Proprietary Rights.

1. Loopy Loyalty’s Proprietary Rights. No license to any software is granted by this Agreement. The Loopy Loyalty Products are protected by intellectual property laws. The Loopy Loyalty Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the Loopy Loyalty Products. You agree not to copy, rent, lease, sell, distribute, or create derivative

works based on the Loopy Loyalty Content, or the Loopy Loyalty Products in whole or in part, by any means, except as expressly authorized in writing by us. Loopy Loyalty, the Loopy Loyalty logos, and other marks that we use from time to time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

2. We encourage all customers, affiliates and partners to comment on the Loopy Loyalty Products, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Loopy Loyalty Products, without payment to you.
3. Customer's Proprietary Rights. As between you and Customer, Customer retains the right to access and use the Customer portal associated with the Loopy Loyalty Products. For the avoidance of doubt, Customer will own and retain all rights to the Customer Data.

Confidentiality

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), (i) whether orally or in writing, that is designated as confidential, and (ii) Loopy Loyalty customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party or (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that

it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

Opt Out and Unsubscribing

You will comply promptly with all opt out, unsubscribe, "do not call" and "do not send" requests. For the duration of this Agreement, you will establish and maintain systems and procedures appropriate to effectuate all opt out, unsubscribe, "do not call" and "do not send" requests.

Term and Termination

1. Term. This Agreement will apply for as long as you participate in the Affiliate Program, until terminated.
2. Termination Without Cause. Both you and we may terminate this Agreement on fifteen (15) days written notice to the other party.
3. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.
4. Termination for Cause. We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the

expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

5. Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us, (ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment or commission under the PassKit Value Added Reseller Agreement, PassKit Channel Partner Agreement or Agency Partner Program Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set

forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Affiliate Program from your website(s) and other collateral. For the avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's subscription agreement to be terminated.

Affiliate Representations and Warranties

You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Affiliate Program and to provision Loopy Loyalty with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Affiliate Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Affiliate Program (for example, by clearly stating you are a Loopy Loyalty Affiliate on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately provide in the Affiliate Tool all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Loopy Loyalty's own advertising, including, but not

limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase Loopy Loyalty products for yourself.

Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Affiliate Tool, or (e) our use of the Affiliate Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

Disclaimers; Limitations of Liability

1. Disclaimer of Warranties. WE AND OUR AFFILIATED COMPANIES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE LOOPY LOYALTY PRODUCTS, LOOPY LOYALTY CONTENT, THE AFFILIATE PROGRAM OR THE AFFILIATE TOOL FOR ANY

PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) AND THE AFFILIATE TOOL MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE LOOPY LOYALTY PRODUCTS AND AFFILIATE TOOL ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE LOOPY LOYALTY PRODUCTS AND THE AFFILIATE TOOL INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.
3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO THE TOTAL COMMISSION AMOUNTS YOU HAVE ACTUALLY EARNED FOR THE RELATED CUSTOMER TRANSACTIONS IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM.
4. Test Portal. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THE TEST PORTAL THAT YOU USE. WE DO NOT PROMISE TO MAKE THE TEST PORTAL AVAILABLE TO YOU, AND WE MAY CHOOSE TO DO SO, OR NOT TO DO SO, IN OUR DISCRETION.
5. Cookie Duration. COOKIES USED AS PART OF THIS AFFILIATE PROGRAM HAVE A 45 DAY DURATION. IF A POTENTIAL CUSTOMER CLEARS THEIR

COOKIES DURING THIS PERIOD, LOOPY LOYALTY SHALL NOT BE LIABLE FOR ANY COMMISSIONS THAT MAY HAVE BEEN OWED TO YOU.

Non-Solicitation

You agree not to intentionally solicit for employment any of our employees or contractors during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement. Both you and we acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either our employees or contractors.

General

1. **Amendment; No Waiver.** We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Affiliate Tool and we will let you know by email. The updated Agreement will become effective and binding on the next business day after we have notified you. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.
2. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with the laws of the Hong Kong SAR, without regard to the conflict

of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the courts in Hong Kong SAR.

3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
4. Actions Permitted. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
5. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.
6. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export

laws and regulations may apply to the Loopy Loyalty Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Loopy Loyalty Products to prohibited countries or individuals or permit use of the Loopy Loyalty Products by prohibited countries or individuals.

7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
8. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.

To Loopy Loyalty: PassKit, Inc. 3D Golden Sun Centre, 59-67 Bonham Strand West, Sheung Wan, Hong Kong SAR. Attention: General Counsel

To you: your address as provided in our affiliate account information for you.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

Entire Agreement. This Agreement is the entire agreement between us for the Affiliate Program and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or

different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Loopy Loyalty Products or dependent on any oral or written public comments made by us regarding future functionality or features of the Loopy Loyalty Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Program Policies Page. We may change the Program Policies from time to time. Your participation in the Affiliate Program is subject to the Program Policies, which are incorporated herein by reference

No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us,

the Loopy Loyalty Products, our trademarks, or any other property or right of ours.

Sales by Loopy Loyalty. This Agreement shall in no way limit our right to sell the Loopy Loyalty Products, directly or indirectly, to any current or prospective customers.

Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

Survival. The following sections shall survive the expiration or termination of this Agreement: 'Commission and Payment', 'Proprietary Rights', 'Confidentiality', 'Effects of Termination/Expiration', 'Indemnification', 'Disclaimers; Limitation of Liability', 'Non-Solicitation' and 'General'.

Exhibit A

Loopy Loyalty – GDPR Data Processing Addendum (Affiliates)

This Data Processing Addendum ("Addendum") sets out the terms that apply as between Loopy Loyalty and Marketing Affiliate when processing EEA personal data in connection with the Marketing Affiliate Program. This Addendum forms part of the Marketing Affiliate Program Agreement. Capitalized terms used in this Addendum shall have the meanings given to them in the Marketing Affiliate Program Agreement (the "Agreement") unless otherwise defined in this Addendum.

Definitions: (a) "controller," "processor," "data subject," and "processing" (and "process") shall have the meanings given to them in Applicable Data Protection Law; (b) "Applicable Data Protection Law" means any and all applicable privacy and data protection laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law (in each case, as may be amended, superseded or replaced from time to time); (c) "EU Data Protection Law" means: (i) the EU General Data Protection Regulation (Regulation 2016/679) ("GDPR"); and (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any national data protection laws made under or pursuant to clause (i) or (ii); and (d) "Personal Data" means any information relating to an identified or identifiable natural person to the extent that such information is protected as personal data under Applicable Data Protection Law.

Purposes of processing. The parties acknowledge that in connection with the Marketing Affiliate Program, each party may provide or make available to the other party Personal Data. Each party shall process such

data: (i) for the purposes described the Agreement; and/or (ii) as may otherwise be permitted under Applicable Data Protection Law.

Relationship of the parties. Each party will process the copy of the Personal Data in its possession or control as an independent controller (not as a joint controller with the other party). For the avoidance of doubt and without prejudice to the foregoing, Loopy Loyalty shall be an independent controller of any Personal Data that it receives or shares with Affiliate in connection with the Marketing Affiliate Program.

Compliance with law. Each party shall separately comply with its obligations under Applicable Data Protection Law and this Addendum when processing Personal Data. Neither party shall be responsible for the other party's compliance with Applicable Data Protection Law. In particular, each party shall be individually responsible for ensuring that its processing of the Personal Data is lawful, fair and transparent, and shall make available to data subjects a privacy statement that fulfils the requirements of Applicable Data Protection Law.

International transfers. Where Applicable Data Protection Law in the European Economic Area ("EEA"), and/or its member states, United Kingdom and/or Switzerland (collectively for the purposes of this Addendum, the "EU"), applies to the Personal Data ("EU Personal Data"), neither party shall process any EU Personal Data (nor permit any EU Personal Data to be processed) in a territory outside of the EU unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. To the extent a Marketing Affiliate transfers EU Personal Data to Loopy Loyalty and Loopy Loyalty is

located in a territory outside the EU that does not provide adequate protection for Personal Data (as determined by Applicable Data Protection Law), Loopy Loyalty agrees to abide by and process such EU Personal Data in accordance with the Standard Contractual Clauses for Controllers as approved by the European Commission and available at <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> (as amended, superseded or updated from time to time) ("Model Clauses"), which are incorporated by reference in, and form an integral part of, this Addendum. Loopy Loyalty agrees that it is a "data importer" and the Marketing Affiliate is the "data exporter" under the Model Clauses (notwithstanding that Loopy Loyalty may be an entity located outside of the EEA).

Security: Each party shall implement and maintain all appropriate technical and organizational measures to protect any copies of the Personal Data in their possession or control from (i) accidental or unlawful destruction, and (ii) loss, alteration, or unauthorized disclosure or access (a "Security Incident") and to preserve the security and confidentiality of such Personal Data. Each party shall notify the other party without undue delay on becoming aware of any breach of EU Data Protection Law/Applicable Data Protection Law.