

General Terms of ZIPZERO's Partnerships Agreement

1. Definitions

- 1.1 The following definitions and rules of interpretation apply in these General Terms, in the Order and the Appendices:

App: the ZIPZERO mobile app which incentivises its users to shop at our partner's shops, offering them funds towards their utility bills for each shopping transaction generated at partners' shops.

Business Day: any day from Monday till Friday, excluding public holidays.

Contract: the contract between you and us for generating traffic at your Stores in accordance with the Order and these Conditions (and including all Appendices).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Laws.

Data: records, being transferred under the Contract, of all purchases (including information described in the Order) in the relevant Reporting Period made by the Users at your Stores, uploaded into the App by the Users, provided without directly identifying personal information of the Users.

Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Appendices: Appendix A "Detailed scope of Services", Appendix B "Form of a Generated Sales Report" and Appendix C "Commission Details", all constituting an integral part of the Contract.

General Conditions: these terms and conditions as amended from time to time.

General Sales Report: a list of transactions made by the Users at your Stores in the relevant Reporting Period, including, inter alia, data enabling the accrual of commission to us.

Logo: your verbal, word or graphic identification, which may constitute a trademark, service mark, trade name logo and other identifiers.

Marketing Materials: any marketing materials, in any form, that you decide to share with us, from time to time, on an ongoing basis, which are intended to commence your promotion campaigns in the App.

Order: the commercial terms of our cooperation, detailing (amongst other things) the Services which we will provide to you and the commission calculation details for our Services.

Parties: ZIPZERO and the Partner, each of us individually as a "Party".

Reporting Periods: the individual daily, weekly or monthly (calendar month) periods of our cooperation, performed and billed in accordance with the Order, during which we will provide Services to you.

Services: services provided to you by us on the basis of the Contract, and detailed in the Order, to support sales of your products through rewarding their purchases in the App.

Stores: your retail outlets and/or online stores.

Users: registered users of the App.

2. Basis of contract

- 2.1 The Contract sets out the framework for generating traffic to your retail outlets or online stores through the Services that we will provide to you, based on your Order, and defines the principles and procedures that we both will adhere to and the responsibilities we owe to one another.

- 2.2 We will provide you such Data as are specified within the Order and which is required to properly perform the Contract between us.
- 2.3 The source of information on the transactions indicated in the Generated Sales Reports will be information on transactions made from e-commerce integration in the case of transactions in online shops or scanned receipts (photos of receipts), provided to us by the Users in the case of transactions in retail outlets.
- 2.4 Upon expiration of the Order, we will cease providing the Services to you. Regardless of the above, and in the absence of auto-renew or a signed renewal Order, we may, for a limited period of time and upon our sole discretion, allow you to continue to use the Services beyond the expiration of this Order and extend the term of these General Terms to apply to any such use. Bear in mind that by continued use of our Services, you agree: (i) to the above terms, (ii) to pay for such use of the Services in an amount equal to the fees in effect immediately prior to the expiration, and (iii) that we will stop providing the Services at the end of such period if you have not signed a new Order.

3. Charges and payment

- 3.1 All relevant information on the value of the commission and the way we will calculate it, will be agreed individually in the specific Order that you make.
- 3.2 The commission for our Services is due for each Reporting Period and is calculated as indicated in the Order.
- 3.3 We will increase the commission by the relevant VAT amount at the currently applicable rate.
- 3.4 We will issue the invoice for each respective Reporting Period after you have had the chance to Verify and Accept the Generated Sales Report as detailed in the Order Form.
- 3.5 All invoices will be electronic, so that we can reduce the unnecessary, negative impact on the environment. They will be available to you on your dedicated dashboard where you can easily download them.
- 3.6 If any invoiced amount is not received by us by the due date, then that amount may accrue interest at the rate of 2% a year above the Bank of England's base rate from time to time, or the maximum rate permitted by the law, whichever is lower. If any invoiced amount is 30 days overdue, then we may suspend Services until such amounts are paid in full. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, 30 days after the dispute is resolved.
- 3.7 If any information on a transaction initiated and paid for by the User during a Reporting Period reaches us late or we receive incorrect information that impacts the Generated Sales Report, we will either subtract or add a relevant commission to the next Generated Sales Report. This way we will not have to burden you (or us) with unnecessary formalities of adjustment invoices and if we charge too much for an earlier Generated Sales Report, we can easily set it off against the new Generated Sales Report.

4. Verification and Acceptance

- 4.1 We will report the Users' purchases in relation to a given Reporting Period within the Generated Sales Reports as frequently as you indicate in the Order, on the nearest Business Day following the end of each Reporting Period.
- 4.2 We will provide you the Generated Sales Reports in such form as you find most convenient, as long as it is within our capabilities. The structure of the Generated Sales Report will be agreed with you in the Order.
- 4.3 Generated Sales Reports will be available to you on your dedicated dashboard on the ZIPZERO platform or through an API. You choose how you want to access them.
- 4.4 You will review and verify the Generated Sales Report with your own information within the time agreed upon in the Order. Once you have done your part of verification you will give us your feedback by email sent to reports@zipzero.com or on your dedicated dashboard. You will mark each transaction either as "accepted", "rejected" or "pending". The accepted transaction

will be grounds for our commission, while for the rejected or pending transaction you will give us a reason why you consider them as rejected or pending.

- 4.5 You can reject a transaction if your records do not show such transaction (receipt) or if the User withdrew from it (subject to further conditions for withdrawal, described below). The transaction will be pending if the payment for such transaction has not been lodged in on your accounts at the time of verification of the Generated Sales Report, or if there are any discrepancies between the content of the receipt in your system and in the Generated Sales Report (such as e.g., the value of the receipt or products on the receipt do not match).
- 4.6 If you mark a transaction as “rejected” or “pending” we will verify these on our own with the relevant User(s). If the User gives us a positive feedback confirming your rejection, we will subtract it from the Generated Sales Report. However, if we receive a negative feedback and the User claims that the transaction is in fact correct, then we will reach out to you with such information for you to double check.
- 4.7 Once you have had an opportunity to double check the disputed transaction you will reassess and let us know in the same time as agreed for your verification in the Order. Should it turn out that you still contest such transaction, we will subtract it from the General Sales Report.
- 4.8 Withdrawal by the User from the purchase, enabling a reduction of the commission for a given Generated Sales Report, does not include withdrawal by the User made within the scope of complaint proceedings, guarantee proceedings or proceedings related to the non-conformity of goods or services with the contract. Since our goal is to generate traffic at your Stores, the purchase made by the User and subsequently withdrawn from due to the above reasons will be included in the Generated Sales Report and commission calculation, because we fulfilled our contractual obligations and generated a purchase at your Store in the first place. We cannot be held accountable for any defects of the sold products. You will be then obliged to pay the relevant commission due to such withdrawn purchase.
- 4.9 In order to facilitate the verification process, you will provide us at the earliest convenience with a withdrawal report after each Reporting Period so that we can both review and confirm the withdrawals and calculate potential subtractions from the next Reporting Period.

5. Data

- 5.1 Data of the Users will be included in the Generated Sales Report, in such a scope as requested by you in the Order.
- 5.2 We will provide you only transactional information provided by the Users to us via the App. You can always request additional information about the Users/transactions after contacting us and agreeing with us on the new scope of Data in a new Order.
- 5.3 The Data provided in the Generated Sales Reports will be made available to you by way of licensing of a data-base. Therefore, by validly executing the Order we will simultaneously grant you a perpetual, fully paid-up, non-exclusive, royalty-free, non-transferrable license to use the Data for the Contract purposes.
- 5.4 You are entitled to modify, adapt, translate or create derivative works on the provided Data.
- 5.5 The data-base containing the Data is owned by us. You acknowledge that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the Data is transferred or licensed from us to the you.
- 5.6 You must undertake appropriate measures to ensure the secure storage of all Data. Electronic files must be protected against illicit use or intrusion by external parties through the appropriate security measures. Physical copies of Data, if produced by you, should be held in a lockable storage area.
- 5.7 We are not obliged to monitor the use of Data provided to you and will not be held liable for any of your misconduct in relation to the Data.

6. License of the Logo and Marketing Materials

- 6.1 In the course of the Contract realisation we will use your Logo and other Marketing Materials in the App in order to enable the Users your correct and straightforward identification.
- 6.2 Therefore, upon execution of the Order you will simultaneously grant us a fully paid-up, non-exclusive, royalty-free non-transferable licence to use your Logo and the Marketing Materials for the Term of the Contract and solely for the purpose of providing the Services.

7. Confidentiality

- 7.1 Neither of us will, at any time, disclose to any person any confidential information concerning the business, affairs, clients of the other one, except as permitted by clause 7.2 and 7.3.
- 7.2 Either of us may disclose the other's confidential information:
- (a) to our employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the our rights or carrying out our obligations under the Contract. Both of us ensure that our employees, officers, representatives, contractors, subcontractors or advisers to whom we discloses the other one's confidential information comply with this clause 7; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3 We may disclose confidential information to members of our capital groups, provided that such members are bound by confidentiality obligations similar to those set out in the Contract.
- 7.4 Neither of us may use the other one's confidential information for any purpose other than to exercise our rights and perform our obligations under or in connection with the Contract.
- 7.5 We consider the contents of this Contract, as well as shared Data, as confidential information.

8. Compliance with relevant laws and policies

- 8.1 In performing your obligations under the Contract, you must comply with all applicable laws.

9. Data protection

- 9.1 We will not provide you with any personal data of the Users. The data delivered to the you in the Generated Sales Reports will be in anonymised form.
- 9.2 We acknowledge that, for the purposes of the Data Protection Laws, should they at any time be applicable in any way to the Contract, ZIPZERO is the Controller and you are the Processor of Personal Data.
- 9.3 To the extent that any Personal Data is Processed under this Contract, we both will comply with all applicable requirements of the Data Protection Laws. This clause 9 is in addition to, and does not relieve, remove or replace, our obligations or rights under the Data Protection Laws.

10. Termination

- 10.1 Either of us can terminate the Contract:
- (a) for convenience by giving a minimum of 3 months' written notice to the other party; or
 - (b) with immediate effect by giving written notice to the other party if:
 - (i) the other party commit a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (ii) the other party commits a breach of clauses 7 or 8.
 - (iii) the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent

with it having the intention or ability to give effect to the terms of this Contract;

- (iv) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (v) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.2 We can also terminate the Contract at any time by mutual written consent in accordance with clause 14.2 below.

11. Consequences of termination

11.1 Termination or expiry of the Contract will not affect our rights and remedies that have accrued as at termination or expiry.

11.2 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

12. Force majeure

Neither of us will be in breach of the Contract nor liable for delay in performing, or failure to perform any of our obligations under the Contract to the extent that such delay or failure directly results from events, circumstances or causes beyond our reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

13. Liability and warranties

13.1 Except as written in the Contract, the Services are provided "AS IS". We make no other warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.

13.2 Neither of us will be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with this Contract or the performance of Services under this Contract. In no event will the total liability of one us towards the other, for all damages, losses, and causes of action (whether in contract, tort (including without limitation negligence), or otherwise), occurred during each Reporting Period, exceed the total amount you pay us for such Reporting Period on the basis of the Contract. The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose.

14. General

14.1 **Assignment and other dealings.** Neither of us can assign, transfer, or deal in any other manner with any of our rights and obligations under the Contract without the prior written consent of the other one. We cannot also subcontract any or all of our rights or obligations under the Contract without the prior written consent of the other one

14.2 **Notices.** Any notice or other communication given to a each other under or in connection with the Contract must be in writing and shall be sent by email, addressed to the contact persons at the address specified in the Order.

14.3 **Severance.** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

- 14.4 Waiver.** No failure or delay by either of us to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between us, constitute either one of us the agent of the other, or authorise either one of us to make or enter into any commitments for or on behalf of the other one. We are acting on our own behalf and not for the benefit of any other person.
- 14.6 Entire agreement.** The Contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. The Order, General Conditions and Appendices all constitute an integral part of the Contract and are equally binding upon both of us.
- 14.7 Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.8 Variation.** No variation of the Contract shall be effective unless it is agreed in writing and signed by both of us or our authorised representatives.
- 14.9 Jurisdiction and Governing law.** This Contract will be interpreted in accordance with the laws of England and Wales. We all irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.
- 15. Entry into force.** The effective date of the Contract will be the later date of (i) the Order or (ii) the date of the last signature by either of us.