

This Agreement shall commence effective as of the date LoopMe activates Your Program account ("Effective Date") and shall remain in full force and effect unless and until terminated by either Party in accordance with the terms of this Agreement.

"You" or "Your" means any entity identified in an enrolment form submitted by the same or affiliated persons, and/or any agency, network or other third party that You have granted access to Your account, all of whom will be bound by this Agreement.

This Agreement does not alter in any way the terms or conditions of any other agreement You may have with LoopMe for products, services or otherwise.

## I. Description Of Program

LoopMe shall with effect from the Effective Date, make available and allow You to access the Program as a publisher to offer and sell Supply Inventory to advertisers who desire to display and serve the Ads on the applications and sites that You own/operate or contracted by You for operation and where You have agreed to display Ads for revenue generation ("Supply Inventory"), based upon the selling criteria selected by You via the LoopMe online user dashboard provided by LoopMe ("Program" or "Services").

## II. Earnings

1. The Program allows You to monetize Your Supply Inventory by paying you a CPM price for the viewable impressions displayed by LoopMe for LoopMe buyers. If You are accepted as a publisher in the Program and where Ads are successfully displayed on the Supply Inventory, LoopMe will pay You such amount as reflected on and on the basis of the LoopMe dashboard which You will have access to and be provided with once you register with LoopMe. For the sake of clarity, Your Supply Inventory shall not include any apps that do not feature on the Google Play Store or the Apple App Store. LoopMe shall not be liable to pay for any traffic from apps that are not part of either the Play Store or App Store.
2. You shall be responsible for raising a valid invoice within five (5) working days of the end of the applicable month of active promotions under Your account and emailing the invoice to [finance@loopme.com](mailto:finance@loopme.com). LoopMe will pay all undisputed Fees as stated on the invoice within 60 days from the receipt of such invoice. If there are any disputed amounts, both parties shall negotiate in good faith to resolve them. No payments will be issued for any amount less than \$100 (USD) and any unpaid earnings will rollover and be charged on the next invoice (such amounts shall be noted on the face of the invoice for prior periods).
3. The Parties agree that LoopMe's obligation to pay amounts invoiced hereunder shall be subject to LoopMe's receipt of funds from the applicable Buyer. LoopMe shall use reasonable endeavours to collect all monies due to LoopMe.
4. From time to time LoopMe will run promotions for new customers to help them gain better value out of LoopMe and to encourage new publishers. You are responsible for the promo code being entered. LoopMe is under no obligation to enter it for you. If it is not entered, LoopMe will not pay You the amount the offer is valid for.
5. Subject to invoice approval. LoopMe will pay invoices as noted above. Payments can be made in US dollars (\$US), £ Sterling or Euros only. We shall send payment to you via wire transfer / BAC's transfer. Our only liability is to send

payment using the bank details provided by You and we shall have no liability for lost payments as a result of details being incorrectly entered by You. LoopMe shall not be liable for any bank charges attributable to the transfer, and shall be entitled to set off the same against the invoice as raised by You.

6. LoopMe reserves the right to discontinue the Program, withhold payment at any time, and/or terminate any agreement with You, without liability to You, if LoopMe reasonably suspects that any of the following have occurred on Your Supply Inventory: (i) any form of Fraudulent Activity or illegal practices, or (ii) any type of activity, text, image, or use that may violate applicable laws or is reasonably likely to have a negative commercial impact on LoopMe, its advertisers or business partners. Without limitation to the foregoing, LoopMe may, at its sole discretion, credit back to advertisers and/or offset against future payments to You any payments which it subsequently determines accrued as a result of such Fraudulent activity or illegal activity. The term "Fraudulent Activity" for the purposes of this Agreement means, Fraudulent Activity includes without limitation, any activities by You that authorize or encourage any third party to: (1) generate impressions of or clicks on any Ad(s) through any automated, deceptive, fraudulent or other invalid means, including but not limited to repeated manual clicks and automated query tools; (2) mislead users to click on Ad(s); (3) in any way minimize or obstruct the display of any Ad(s); or edit, modify, filter or change the order of the information contained in any Advertisements; (4) attempt to edit the website tags, source codes, links, pixels, modules, software development kits or other data provided by LoopMe; (5) fraudulent passing off, including but not limited to spoofing the unique identifier of the ad spot which could be a url or an app name; (6) providing inventory that is not as agreed with LoopMe, including but not limited to providing inventory which is of lesser quality; or (7) reverse engineer, decompile or disassemble any software components of the advertising services provided by LoopMe. LoopMe may at its sole discretion seek liquidated damages not exceeding 50% of the amount payable to you under the Program for any breach of this Section II (f).
7. Taxes: All payments are inclusive of taxes. Excluding any taxes on the income of a party, any taxes, including but not limited to sales, GST, VAT, excise, service tax, or such other transaction taxes, applicable in connection with this Agreement shall be borne and remitted by You to the relevant tax authorities. In case applicable laws require withholding of any amount on account of withholding taxes, LoopMe may withhold such amounts, unless You provides a certificate of exemption from such withholding taxes. Amounts payable to You shall not be grossed up on account of withholding taxes. Further LoopMe and You shall co-operate to enable each party to more accurately determine the respective tax liability and to minimize such liability, to the extent legally permissible.

### III. Implementation Of Program

1. You will implement the Program in a manner that complies with the technical and implementation requirements provided by LoopMe from time to time, which may include integration or distribution of software, implementation of APIs or SDKs, complying with protocols and any other instructions contained in the LoopMe documentation (collectively, the "Protocol"). LoopMe will provide reasonable support and cooperation to You through the implementation process. All the materials provided to You by LoopMe (including the Protocol, APIs or SDKs or Ads in relation to this Agreement (LoopMe Materials) are the property of LoopMe and is sub-licensed to You for the performance of the respective obligations of the Parties under this Agreement. It is Your responsibility to ensure that You have appropriate protection for Your computers, software, data and applications including any systems that You use to access the Services or any LoopMe Materials and that LoopMe shall have no responsibility for any computer viruses, worms, software bombs, bugs or similar items that affect Your computers, computer systems, software, infrastructure or data as a result of Your access of the Services or use of the LoopMe Materials.

# IV. Obligations Of The Parties

1. Content. You are solely responsible for Your Inventory and all aspects of Your Supply Inventory (including content and subject matter, editorial, text, graphic, audiovisual, and other content and any other information) and/ or the activities of any third parties within Your Inventory.
2. Your Account. You will protect any Program accounts You use to access any of the Services (each, an "Account") and any usernames, passwords, verification codes, and any other account access or authentication information associated with the Account ("Credentials") against any unauthorized access and use, and will take full responsibility for Your own, and any authorized or unauthorized third party, use of the Credentials or the Account. You will ensure that all information in Your Account, including, but not limited to, full name, contact address, and bank account information is up-to-date, complete and accurate. You acknowledge and agree that any remittances owed to You in connection with Your use of the Services may be delayed in the event that Your Account information is not up-to-date, complete and accurate. You may only grant access to Your Account to third parties approved by LoopMe solely to allow such third parties to access and manage Your Account on Your behalf; provided, however, that You shall (i) require that such third parties agree to be bound by the terms of this Agreement; (ii) ensure that such third parties comply fully with all provisions of this Agreement, and (iii) be fully responsible and liable for the acts and omissions of such third parties. Misrepresenting ownership and fraudulent claiming of applications in the LoopMe UI is strictly prohibited and may result in a permanent ban from the Services. You agree that to the extent You create a new Account, it must be pre-approved by LoopMe and registered to You under the same entity or name as your other Account(s); if not pre-approved or registered with the same entity or name, any right to any remittance is automatically waived by You.
3. Policies. Use of the Program is subject to all applicable LoopMe ad specification requirements and policies, including without limitation, the LoopMe Program Policies, and the LoopMe Privacy Policy (collectively, the "Policies"), each as which may be updated from time to time by LoopMe.
4. Privacy Policy. You must post and abide by a conspicuous and legally adequate privacy policy on each application and/or service of Your Inventory that must disclose the collection of Service Data by third parties such as LoopMe for personalized advertising purposes. You will comply with all applicable laws, rules, and regulations relating to the collection, use and sharing of information about any user who views, is able to view, or interacts with any advertisement in connection with Your Use of any of the Services ("End User(s)"). You must post, and if Your Inventory includes third party apps, then You will contractually require such third parties to post, such privacy policy on all applications in Your Inventory.
5. Prohibited Actions. You will not, and will not allow any third party to: (a) use, directly or indirectly access, launch or activate the Program or LoopMe Materials through or from, or otherwise incorporate the Program in, any software application, website or other means other than Your designated sites; (b) transfer, sell, lease, syndicate, sublicense or lend the Program or LoopMe Materials; (c) directly or indirectly generate queries, or impressions of or clicks on ads, through any automated, deceptive, fraudulent or other invalid means (including, but not limited to, click spam, robots, macro programs, and Internet agents); (d) encourage or require end users or any other persons, either with or without their knowledge, to click on ads, including without limitation Ads, through offering incentives or any other methods that are manipulative, deceptive, malicious or fraudulent; (e) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Program or any LoopMe Materials; (f) remove, deface, obscure, or alter LoopMe's proprietary rights notices affixed to or provided as a part of the Program, the LoopMe Protocol, or any other LoopMe Materials (g) create or attempt to create a substitute or similar service or product through use of or access to any of the Program, LoopMe Materials or any other proprietary information related thereto; (h) use any feature or functionality of the Program, or include anything in Your Supply Inventory, that could be used to personally identify or personally track individual end users or any other persons; or (i) engage in any action or practice that reflects poorly on LoopMe or otherwise disparages or devalues LoopMe's reputation or goodwill. LoopMe may terminate

the Program, immediately upon written notice if You breach this Section.

6. No Endorsement. You acknowledge and agree that LoopMe is not affiliated with or responsible for any third-party products/services You may choose to manage with the Program. LoopMe reserves the right, but will have no responsibility, to refuse to post or remove any Disclaimed Content, in whole or in part, that in LoopMe, in its sole and absolute discretion, deems is objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement. Disclaimed Content means, any part of Your Supply Inventory or Your Inventory that may be considered to contain any hate-related, pornographic, libelous, sexually explicit, violent or otherwise offensive content or contain any other material, products or services that violate or encourage conduct that would violate any applicable laws, or any third-party rights or which are reasonably likely to subject LoopMe or its Buyers or business partners to negative publicity. You represent and warrants to LoopMe that the Supply Inventory are legal to distribute, does not and shall not infringe on any third-party intellectual property right (including, without limitation, trademarks, patents, copyrights, rights of publicity, moral rights, or any other third-party right) and does not otherwise violate any applicable law or regulation, including any criminal law.
7. Compliance. LoopMe may investigate any activity that may violate this Agreement. If You violate this Agreement or any Policies, LoopMe may in its sole discretion, with a prior notice of forty-eight (48) hours, terminate this Agreement, or suspend or terminate the participation of Your Program Site in all or part of the Program. For any other violations, LoopMe will give you forty eight (48) hour notice period to cure such violations, and if such violation is not cured within the 48 hours of LoopMe sending such notice to You, LoopMe may terminate this Agreement, or suspend or terminate the participation of Your Program Site in all or part of the Program. . LoopMe may refuse to process a request for display of Ads (“Ad Requests”) that are not sent in compliance with the requirements of this Agreement. Further LoopMe shall not be liable for any loss or damage You may suffer or incur as a result of the suspension of Your access to the Services (or any part thereof) and/or any LoopMe Materials (or any part thereof).
8. Third-Party Terms. You (i) will comply with any third-party terms and conditions applicable to the development and distribution of applications within Your Inventory, including, without limitation, any third-party terms and conditions applicable to Your development and distribution of any part of Your Inventory operating on the Android or iOS mobile operating systems or any other operating system supported by LoopMe now or in the future (collectively, “Third-Party Terms”), and (ii) will not cause LoopMe to be in violation of any such Third-Party Terms.
9. Third Party Services. LoopMe may use third party services providers to make certain services available to You, including to view performance metrics. Such third party services may change at any time, in LoopMe’s sole discretion. You are solely responsible for the use and security of any accounts made available by way of such third party services and You are solely responsible for any activities of any person authorized by You to have access to such accounts. LoopMe may also include third party software, as utilized by LoopMe from time to time, in the SDK to support certain features (e.g., viewability, fraud, geo-verification, and other measurement reporting) that may be made available through such third parties’ services, including to You, advertisers, demand side platforms, and other participants in the Program. By integrating the SDK without disabling or removing this third party software, You acknowledge and agree that such third party software provider’s privacy policy, terms of service and SDK license agreement, respectively, as may be updated by such third party from time to time, shall apply to Your integration and use of their software.

## V. Licenses

1. Subject to the terms and conditions of this Agreement, with effect from the Effective Date LoopMe grants You a limited, revocable, non-exclusive, non-transferable license and hence the right during the Term to access and use the Program via the Program Interface and use the LoopMe Materials solely for the purpose of enabling You to receive the benefit of the Program. You will have no right to use, perform, display, reproduce and distribute LoopMe Materials for any other purpose.

You shall comply with any and all reasonable instructions, conditions and security requirements in respect thereof as shall from time to time be notified in writing to You by LoopMe or updated in LoopMe website from time to time as made available to you

2. You acknowledge that You obtain no rights in the Program, Ads and/ or in any LoopMe Materials or the Intellectual Property Rights in or relating to them or to receive or access the Program save as expressly provided in this Agreement.
3. LoopMe Attribution. You agree that LoopMe may include LoopMe brand features or other LoopMe attribution (collectively, "Brand Features") on any Advertisements transmitted by LoopMe via any Service. You agree that LoopMe may include Brand Features on any webview, website, or other medium displayed to an End User through the LoopMe SDK's EU Consent Solution.
4. Marketing and Publicity. LoopMe shall have the right to and You hereby grant LoopMe a non-exclusive, royalty-free, worldwide, fully paid-up license under all of Your applicable rights to use and display Your name, trademarks, trade names, service marks and/or logos as well as those of the applications in the Publisher Network in customer lists, website listings of customers, presentations, marketing materials, case studies, blog posts and other marketing-related activities.

## VI. Term

1. This Agreement will be effective as of the date LoopMe activates Your Program account and will continue unless earlier terminated as provided in this Agreement. LoopMe may terminate this Agreement at any given point, with or without cause, and reasonably endeavour to notify you of the same. For any violations by LoopMe of the terms of this Agreement, You will give LoopMe a notice period of forty eight (48) hours to cure such violations, and if such violation is not cured within the 48 hours of You sending such notice to LoopMe, You may terminate this Agreement.
2. On termination of the Agreement for any reason:
  - i. All licenses granted by LoopMe under this Agreement shall immediately terminate; and
  - ii. You shall uninstall or otherwise remove any means of access to the Program provided under the Agreement including client software and any LoopMe SDK or API code supplied by LoopMe for that purpose;
  - iii. You shall immediately return any and all of the Confidential Information of LoopMe and any and all of the LoopMe Material provided to You by LoopMe;
3. The termination of the Agreement shall be without prejudice to any accrued rights and obligations of the parties arising under the Agreement prior to such termination;
4. Any provision which expressly or by implication is intended to come into effect on, or to continue in effect after such expiry or termination, will continue to be in effect post the termination of this Agreement.

## VII. Data Use

1. Data. You acknowledge and agree that LoopMe may, as a result of You accessing the Services, process personal data (as such terms are defined in the applicable Data Protection Legislation) on Your behalf. You further agree that LoopMe may use and access any data obtained hereunder for any such purpose as it deems fit in accordance with applicable law.

2. You shall be responsible for ensuring that access and use of Your Supply Inventory by the end users are subject to and governed by a privacy policy appropriately displayed and communicated to the end users by You in accordance with industry standard practices. Such privacy policy shall be in compliance with all applicable data protection and privacy legislations including but not limited to Children's Online Privacy Protection Act ("COPPA") and shall also mention use of third party service providers and use of cookies for the purposes of serving Ads.
3. Data Protection Legislation means the shall mean (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced); and all other applicable laws and regulations in any jurisdiction in the world relating to the processing of personal data, privacy and online behavioral advertising including, where applicable, the guidance and codes of practice issued by any regulator or end user; and
4. You may use Your Data that You receive for Your internal business purposes so long as such use is in compliance with all applicable privacy policies, laws, rules, regulations and industry self-regulatory regimes relating to the collection, use and disclosure of Data, and provided that You have obtained all consents, authorizations and clearances from end users that may be required in connection therewith. "Your Data" means any data belonging to You or to third parties and used by You under license which may be stored and/or processed by LoopMe because of Your use or access of Program. In cases, where LoopMe receives any of Your Data which is stored and/or processed by LoopMe as a result of the use and access of the Program, You hereby grant a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to LoopMe to use, copy, modify, amend and create derivative works of Your Data for any purpose connected with the provision of use of the Program (including the use of the Program by third parties).
5. You shall own all rights, title and interest in and to all Your Data and shall be solely responsible for the legality, reliability, integrity, accuracy and quality of Your Data. LoopMe shall have no liability to You in the event that Your Data is lost, corrupted or inaccessible (either temporarily or permanently).
6. User Volunteered Data. If You enable the collection and use of any User Volunteered Data via Publisher Ads, You must expressly disclose to such individual End User that such collection is solely on behalf of You or Your Advertisers (and not LoopMe). As between LoopMe and You, User Volunteered Data shall be Your or Your Advertiser's sole property and confidential information, and shall be subject to You or Your Advertiser's posted privacy policy. "User Volunteered Data" means any personally identifiable information of End Users collected by You or Your Advertiser via any Advertisements.
7. Controller Relationship. You acknowledge that You and LoopMe are each independent controllers of the personal data processed in order to provide the Services and that LoopMe will individually determine the purposes and means of processing described in this Agreement. In no event will the parties process personal data as joint controllers. Each party shall be individually and separately responsible for the obligations that apply to it as a controller with respect to the processing of personal data. LoopMe is the data controller with respect to the processing of any personal data from End Users outside of the United States, including those located in the European Economic Area, the United Kingdom, and Switzerland.
8. EU Consent Solution. If You would like to serve personalized advertising to End Users in the European Economic Area, the United Kingdom, and Switzerland, You will use a solution to obtain consent from such end users in a manner compliant to applicable laws. You will not alter or modify the consent solution or otherwise attempt to fraudulently pass consent on behalf of the End User.

## VIII. Confidentiality, Publicity

Each party agrees not to disclose the other party Confidential Information without such party's prior written consent. "Confidential Information" includes without limitation: (a) all software, technologies, programming, specifications, materials, guidelines and documentation relating to the Program, the Supply Inventory, including the existence and content of this Agreement and any information provided pursuant to the Agreement; (b) any statistics relating to the performance of the Program; and (c) any other information designated in writing by either party as "Confidential" or an equivalent designation. Confidential Information does not include information that has become publicly known through no breach by You or LoopMe, or information that has been (i) independently developed without access to Confidential Information as evidenced in writing; (ii) rightfully received by a party from a third party; or (iii) required to be disclosed by law or by a governmental authority. Neither party will use the other party's Brand Features in any news release, public announcement, advertisement, or other form of publicity in relation to this Agreement without securing the prior written consent of such party.

## IX. Disclaimer

LoopMe does not represent or warrant that the Program is reliable, accurate, complete, or otherwise free from defects. Accordingly, the Program is made available for use "as is", and any use thereof will be undertaken solely at Your own risk. LoopMe reserves the right, in its sole discretion, to include or cease providing the Program at any time (subject to notice as may be required herein), and LoopMe does not give or enter into any conditions, warranties or other terms with regard to the Program. In particular, no condition, warranty or other term is given or entered into to the effect that the Program will be of satisfactory quality, non-infringement or that the Program will be fit for any particular purpose. For the avoidance of doubt, LoopMe does not guarantee the Program will be operable at all times or during any down time (i) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Your equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond LoopMe's (or its wholly owned subsidiaries') control such as strikes, riots, insurrection, fires, floods, explosions, war, governmental action labor conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where LoopMe (or its wholly owned subsidiaries) or Your servers are located or co-located.

## X. Limitation Of Liability

1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTIES, OR WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE ADVERTISEMENTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
2. NEITHER PARTY AND ITS WHOLLY OWNED SUBSIDIARIES WILL NOT BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE PROGRAM), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF LOOPME AND/OR ITS SUBSIDIARIES AND AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3. THE AGGREGATE LIABILITY OF LOOPME FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER THAT LIABILITY ARISES) SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES UP TO \$500.

## XI. Representations And Warranties

1. You represent and warrant that: (a) You have and will maintain throughout the Program Term all rights, authorizations and licenses (including without limitation any copyright, trademark, patent, publicity or other rights) that are required with respect to Your Supply Inventory, to display Ads on the Supply Inventory, and to permit LoopMe to perform the services contemplated under this Agreement; (c) all of the information provided by You to LoopMe to enroll in the Program is correct and current at all times; (d) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You hereunder; and (e) You have complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including without limitation the CAN-SPAM Act of 2003, COPPA Act and any other relevant laws in the Data Protection Legislation for Your performance of any acts hereunder; (f) You comply with and have any and all consents, authorizations and clearances from end users of the Supply Inventory to allow LoopMe to collect and use the Data in accordance with Section 7(a), and as may be required for LoopMe to provide services hereunder; (g) You will at all times comply with LoopMe Policies as available at [www.loopme.com](http://www.loopme.com).
2. The parties shall at all times comply with the Children's Online Privacy Protection Act ("COPPA") while performing its obligations of this Agreement. LoopMe shall therefore not use or allow use of: (a) behavioral targeted ads to users under 13; (b) creation profiles of users under 13 or (c) collection of personal information from users under 13 You shall therefore not use or allow use of: (a) games or applications directed to users under 13 in the Supply Inventory; (b) creation profiles of users under 13 or (c) collection of personal information from users under 13.

## XII. Indemnification

You agree to indemnify, defend and hold LoopMe, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g. relevant advertisers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Persons") harmless from and against any and all claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from a) Your use or access of the Program, any violation of this Agreement by You including without limitation breach of representations and warranties and obligations related to confidentiality; (b) infringement by You of any third party Intellectual Property Rights or other right of any person or entity; (c) willful misconduct or gross negligence by You; (d) fraudulent or unlawful act of You (e) Your breach or alleged breach of any warranties or representations made under this Agreement; (f) Any material displayed in Your Supply Inventory which do not comply with all applicable laws, statutes and regulations; (g) Any material displayed in Your Supply Inventory which contain content that is obscene, defamatory, libelous, or slanderous, or hate-related.

Any claim for indemnification hereunder shall be subject to the following provisions: (i) You shall be given prompt written notice of the claim by LoopMe, provided that any delay in providing notice shall not relieve You of Your indemnity obligations under this Contract unless, and only to the extent, You were prejudiced by the delay; and (ii) LoopMe shall reasonably cooperate with You and Your counsel at Your cost and expense. LoopMe may participate in the defense and settlement of the claim and using attorneys selected by LoopMe. Each party shall make all reasonable efforts to mitigate damages.



## XIII. General

1. Assignment and Subcontracting by You: You may not assign the benefit of, or obligations under, this Contract to any third party without the prior written consent of LoopMe (which may be delayed or withheld in its discretion).
2. Assignment and Subcontracting by LoopMe: LoopMe shall be entitled freely to assign or subcontract any of its rights or obligations under this Contract.
3. No Waiver: The failure of either Party to enforce its rights under this Contract at any time for any period shall not be construed as a waiver of such rights.
4. Severability: If any provision of this Contract is held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Contract in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Contract in any other jurisdiction shall not be affected.
5. Entire Agreement: This Contract constitute the entire agreement between the parties and supersedes all prior agreements and arrangements (if any) whether written, oral or implied between the Parties relating to the subject matter of this Contract. In the event of any conflict between this Agreement and any written agreement(s) between LoopMe and You, which have been signed by both parties after the effective date of this Agreement, regarding any Service, the terms of the written agreement(s) will take precedence over the specific terms of this Agreement with respect to such conflict.
6. Force Majeure: Neither Party shall be responsible for any delay or failure in performance of any part of this Contract to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control of the delayed Party ("Force Majeure Event"). LoopMe shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond LoopMe's reasonable control.
7. Amendments: LoopMe reserves the right to amend these Conditions at any time on prior written notice to You without incurring any liability to You. All amendments shall take effect immediately on written notice to You. In the event that You object to any amendment to these Conditions made by LoopMe, You shall be entitled, during the period of 14 days following notice of the amendment, to terminate this Contract by notice in writing to LoopMe. In the event of such termination, clause 12 above shall apply.
8. Notices: LoopMe may notify You for any purpose under this Agreement via a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as LoopMe may designate by like notice from time to time, including via email.
9. Independent Contractors. LoopMe and You are not legal partners or agents, but are independent contractors, and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

## XIV. Governing Law And Jurisdiction

1. This Agreement and any dispute or claim arising in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and

Wales.

2. The Parties irrevocably agree that the courts situated at London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Last Updated – 3rd May 2018**