LoopMe Exchange Agreement

This LoopMe Exchange Agreement (the "**Terms**") is entered into on the Effective Date by and between LoopMe and Partner as identified in the LoopMe Exchange Order Form. LoopMe and Partner may collectively be referred to herein as the Parties and each individually as a Party. If there is any conflict or inconsistency between the provisions in the Order Form and these Terms, the Order Form shall prevail.

1. **LoopMe's Services**

The following terms shall be described in this LoopMe Exchange Agreement as follows:

"**Account**"	means an account that Partner uses to access the Service and/or Exchange.
"**Ads**"	means any advertising content including any graphic, audio, and/or audio-visual video advertising to be displayed on the Supply Inventory in different formats.
"**Brand Features**"	means any brand features or LoopMe attribution and may include for example the LoopMe name or logo shown in the ad unit (for example where necessary to show that LoopMe has served the ad and to satisfy transparency requirements) or the AdChoices icons (where required under applicable laws and guidelines) or any other such typical AdTech/Advertising industry standard brand features.
"**Credentials**"	means the usernames, passwords, verification codes, and any other account access or authentication information associated with the Account.
"**Confidential Information**"	means all confidential information disclosed, or made available, directly or indirectly, in any form, before, on or after the Effective Date, related to (without limitation):(a) all software, technologies, programming, specifications, materials, guidelines and documentation relating to the Service or the Exchange, including the existence and content of this Agreement and any information provided pursuant to the Agreement; (b) information about Partner technology, marketing or promotion materials, customers, suppliers or LoopMe's Services; (c) any other information designated in writing as "Confidential" or would appear to a reasonable person to be confidential; and (d) information derived from the above. Confidential Information excludes: (i) information known to the receiving party before disclosure by the other party; (ii) publicly available information or information becoming public through no fault of either Party; (iii) information independently developed by either Party prior to this Agreement as demonstrated by documentary evidence to the reasonable satisfaction of the disclosing party; or (iv) or information required to be disclosed by law or by a governmental authority.
"**Content**"	means Partner's clients' Ads.
"**Data Protection Legislation**"	means any applicable laws, rules, regulations, policies and industry self-regulatory regimes in any relevant jurisdiction relating to the collection, use, processing, sharing and/or disclosure of data including but not limited to: (i) the General Data Protection Regulation 2016/679 ("GDPR"); (ii) the EU e-Privacy Directive (Directive 2002/58/EC) (iii) the EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR"); (iv) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; (v) in the United Kingdom (UK), the Data Protection Act 2018 ("DPA 2018"); (vi) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC); (vii) in the UK, the Privacy and Electronic Communications (EC Directive)

	Regulations 2003; and (viii) in the United States, the Children's Online Privacy Protection Act ("COPPA") and (ix) the CCPA, (x) the Virginia Consumer Data Protection Act, (xi) the Colorado Privacy Act, (xii) the Connecticut Act Concerning Personal Data Privacy and Online Monitoring, (xiii) the APPI, (xiv) the China Personal Information Protection Law, (xv) the Hong Kong Personal Data (Privacy) Ordinance, (xvi) the Privacy Act 1988, (xvii) the Singapore Personal Data Protection Act ("SG PDPA"), and (xviii) the Utah Consumer Privacy Act, in each case, as amended or superseded from time to time.
"End User"	means any user who views, is able to view, or interacts with any advertisement in connection with Partner's use of the Service or Exchange.
"Intellectual Property Rights"	means any intellectual property right including, without limitation, patents, rights to apply for patents, trade marks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, database rights, industrial models, inventions, know-how, trade secrets, computer software programs, rights of publicity, moral rights, or any other such intangible proprietary information and/or third-party right.
"LoopMe UI"	means the LoopMe user interface and web application allowing demand partners to manage their account on the LoopMe supply platforms, including LoopMe's exchange/marketplace.
"Personal Data"	means any information that relates to an identified or identifiable living individual. Different pieces of information, which collected together can lead to the identification of a particular person, also constitute Personal Data.
"Policies"	means all applicable LoopMe ad specification requirements and policies, including without limitation, the LoopMe Content Guidelines, and Brand Safety Guidelines currently available at https://legal.loopme.com/#loopme-policies and the LoopMe Privacy Notice currently available at https://legal.loopme.com/privacy-center#contract-hyartvn1o, as may be updated from time to time by LoopMe.
"Prohibited Content"	means any part of Partner's Content that LoopMe, in its sole discretion, considers to be: hate-related, pornographic, libellous, abusive, offensive, sexually explicit, defamatory, obscene, slanderous or inflammatory; promoting violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; in violation of any applicable laws, statutes and regulations; infringing any copyright, database right or trade mark of any other person; likely to deceive any person or breach any legal duty owed to a third-party; promoting illegal activity; contravening LoopMe's Policies; containing material, products or services that violate laws, or third-party rights or are reasonably likely to subject LoopMe or its business partners to negative publicity or any negative commercial impact; or any Content not approved by and/or agreed with LoopMe, including but not limited to Content that LoopMe, in its discretion, believes is of lesser quality or otherwise unacceptable for any reason.
"Service" or "Exchange"	means the services provided by LoopMe as described in Section 2.1.
"Supply Inventory"	means any and all digital advertising inventory, including (but not limited to) websites, applications, mobile websites, mobile applications, and other digital properties for the display of Ads.
"Third-Party Terms"	means any and all applicable third-party terms and conditions in connection with and/or in relation to Partner's access to and/or use of the Service and the Exchange.

"Partner Data"	means any data belonging to Partner or to third-parties and used by Partner under license which may be stored and/or processed by LoopMe because of Partner's use or access of the Services.

2. LoopMe's Services

2.1. LoopMe Services. LoopMe will provide Partner access to an online advertising exchange (the "**Exchange**") which shall allow Partner to purchase impression inventory delivered by the Exchange ("**Deliverables**") in near real time by bidding on the impression inventory (collectively the "**Services**").

2.2. License Grant. LoopMe grants Partner a limited, revocable non-exclusive and non-transferable right to access and use the Exchange solely for receiving the benefit of the Services. Partner agrees that it will have no right to access, use, reproduce and/or distribute the Exchange for any other purpose. Partner will not: (a) resell, license, lease, distribute or otherwise transfer to any third-party it's right to access and use the Exchange or Services; (b) reverse engineer, decompile/dissemble, modify, copy or create derivative works of the Exchange or Services; or (c) use the Exchange or Services to build a competitive product, copy features or permit a competitor to do so. Partner shall comply with all instructions, conditions and security requirements provided by LoopMe.

2.3. LoopMe Attribution. Partner acknowledges that LoopMe may include LoopMe Brand Features on any Ads transmitted by LoopMe via any Service. Partner acknowledges that LoopMe may include Brand Features on any webview, website, or other medium displayed to an End User through LoopMe's SDK EU Consent Solution.

2.4. LoopMe's Ownership. LoopMe retains all right, title and interest in and to the Services and Exchange, including all Intellectual Property Rights thereto. Partner acknowledges that it obtains no rights in the Exchange or Service, the Intellectual Property Rights in or relating to them, or to receive or access the Exchange or Service save as expressly provided in this Agreement.

3. Partner's Client's Advertising Materials

3.1. LoopMe acknowledges and agrees that it does not have any rights or title to any Intellectual Property Rights in the Content, except for the right to display the Content on the Supply Inventory in accordance with this Agreement.

3.2. LoopMe shall have the right, and Partner hereby grants LoopMe a non-exclusive, royalty-free, worldwide, fully paid-up license under all of Partner's applicable rights, to use and display Partner's name, trade marks, trade names, service marks and/or logos in customer/partner lists, website listings of customers/partners, presentations, marketing materials, case studies, blog posts and other marketing-related activities.

4. Payment

4.1. Payment Terms. Partner will pay LoopMe in accordance with this Agreement and the Order Form in either GBP or USD currency. All payments under this Agreement will be in accordance with LoopMe's measurements and LoopMe's reporting and measurements will always prevail. The payable event is a successfully sent win notice per LoopMe's UI dashboard that communicates the exact cost incurred by a specific bid that Partner has submitted and won. Partner will pay LoopMe within thirty (30) days of the invoice date. If payment is not made when due, LoopMe may charge interest at the maximum rate of 2% per annum above the prevailing base rate of Barclays Bank PLC from the due date until the date of actual payment, whether before or after judgment. For the avoidance of doubt, all portions of undisputed payments will be paid in accordance with the terms of this Agreement.

4.2. For any disagreement regarding discrepancies related to payments to LoopMe hereunder, the Parties agree that all discrepancies under 5% will be in accordance with LoopMe's reporting and for discrepancies of more than 5% the Parties agree to work in good faith to resolve the dispute. Any dispute regarding a payment from LoopMe hereunder must be submitted to LoopMe in writing within thirty (30) days of receipt of invoice or it shall be deemed waived.

4.3. Taxes. For this Agreement, *"Taxes"* includes all types of taxes, fees, levies and charges imposed by government or political

subdivision. Partner is responsible for and will pay any and all Taxes related to its use of the Services and Partner shall not offset, deduct or withhold any such Taxes from any amounts due to LoopMe.

5. Fraudulent Activity

5.1. Each Party agrees not to, and will not authorize or encourage any third-party to, directly or indirectly generate Impressions, click-throughs, clicks on Ads, conversions, cloaked inventory, or other actions related to the Services or Exchange through automated, deceptive, fraudulent or other invalid means, including but not limited to repeated manual clicks, use of "robots" or other automated tools, or placing ads in a way that results in excessive amount of accidental click-throughs or mislead users to click on Ad(s) ("**Fraudulent Activity**").

5.2. All Fraudulent Activity will be in accordance with LoopMe's measurements and determined in LoopMe's sole discretion. If Partner suspects any Fraudulent Activity, Partner must promptly notify LoopMe via email within 30 days of receipt of applicable invoice that it suspects or detects Fraudulent Activity. All suspected or detected Fraudulent Activity raised by Partner after 30 days of receipt of applicable invoice shall be deemed as accepted and waived.

5.3. Partner and LoopMe agree to work in good faith to resolve any dispute regarding Fraudulent Activity. If the Parties cannot resolve the dispute within thirty (30) days from the date of notification, an independent MRC accredited third-party fraud vendor (e.g. White Ops, DoubleVerify, Pixalate) will be assigned to review the case, and their findings will be final. The Parties will equally share the costs of the third-party vendor report. Undisputed amounts remain due and payable by the Partner per the payment terms in this Agreement.

5.4. Prohibited placement. LoopMe will not allow the placement of Partner's Content in any context that does not conform, in LoopMe's sole discretion, with LoopMe's Policies and/or where the Content is considered Prohibited Content.

6. Content

Partner authorizes LoopMe to place Content on applicable Supply Inventory. Partner is solely responsible for ensuring the propriety and legality of the Content, including any third-party activities within it. Partner's Content must comply with LoopMe's Policies. LoopMe may, at its sole discretion, and with no responsibility, reject or remove Content, in whole or in part, on the basis it is Prohibited Content or otherwise objectionable, erroneous, illegal, fraudulent and/or in breach of this Agreement. Partner acknowledges LoopMe is not responsible for the Content.

7. Term/Termination

7.1. Term. The term of this Agreement shall begin on the Effective Date and continue in full force & effect unless terminated earlier as provided in the Agreement.

7.2. Suspension. LoopMe may, at its discretion, suspend Partner's access to the Service and/or Exchange at any time indefinitely, without liability, for any reasons including suspicion of Fraudulent Activity, Prohibited Content or other prohibited or illegal practices by Partner in connection with the Service or Exchange.

7.3. Termination. LoopMe may terminate this Agreement at any time, with or without cause, with immediate effect on written notice to Partner. Partner may terminate this Agreement on 60 days' written notice to LoopMe, with or without cause. Additionally, Partner may terminate if LoopMe breaches this Agreement; provided that (a) Partner notifies LoopMe of the breach in writing and (b) LoopMe fails to cure the breach within thirty (30) days of such notice.

7.4. Effect of Termination.

7.4.1. Upon termination of this Agreement for any reason:

(i) Partner's access to the Exchange and the Services shall cease and LoopMe shall not be under any further obligation to provide the Services under the terms of this Agreement;

(ii) all licences granted by LoopMe under this Agreement shall immediately terminate;

(iii) Partner shall uninstall or otherwise remove any means of access to the Services and Exchange provided under the Agreement including any and all software and/or API code supplied by LoopMe for that purpose;

(iv) Partner shall immediately return any and all LoopMe Confidential Information and LoopMe materials provided to Partner by LoopMe (including any software, API code, SDKs in relation to this Agreement); and

(v) Partner shall pay LoopMe any fees owed to LoopMe within thirty (30) days from the date of termination.

7.4.2. The termination of the Agreement shall be without prejudice to any accrued rights and obligations of the Parties arising under this Agreement prior to such termination.

7.4.3. Sections 1-4 and Sections 8-14 shall survive the termination of this Agreement as well as any other sections which expressly or impliedly by their nature are intended to come into effect or continue after such expiry or termination.

8. Data Use

8.1. If any Personal Data is shared or processed under this Agreement, the Parties shall enter into a separate data processing agreement, which will be incorporated into and become part of this Agreement.

8.2. Partner acknowledges and agrees that LoopMe may process Personal Data on Partner's behalf, and use or access any data obtained, for any purpose it determines, in compliance with applicable laws.

8.3. Partner will use any data received in connection with this Agreement, the Service and/or the Exchange in compliance with all Data Protection Legislation and with required consents, authorizations and clearances from End Users. Partner grants LoopMe a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use, copy, modify, amend and create derivative works of Partner Data for any purpose connected with the provision of and/or use of the Service or Exchange (including any use by third-parties).

8.4. Partner owns all rights, title and interest in Partner's data, being solely responsible for its legality, reliability, integrity, accuracy and quality. LoopMe has no liability for the loss, corruption or inaccessibility of Partner's Data.

8.5. The Parties acknowledges that, for all Personal Data processed in connection with this Agreement, the Service and/or the Exchange: (i) Partner and LoopMe are each independent controllers and businesses; (ii) each Party is individually and separately responsible for their controller obligations and compliance with all applicable Data Protection Legislation; and (iii) the Parties will not process Personal Data as joint controllers.

8.6. LoopMe shall pass the relevant signal to Partner if End User consent is received using the IAB methodology. Partner warrants that it will receive and honour any consent signal sent by LoopMe and not alter, modify or fraudulently pass the consent on behalf of an End User. Where required by applicable Data Protection Legislation, a compliant opt-out mechanism accessible to End Users must be provided by the Parties on all digital properties (websites, apps etc.).

9. Representations and Warranties

9.1. The Parties represent, warrant and undertake that: (i) they are validly existing and in good standing under the applicable laws of their jurisdiction; (ii) they have the required rights, powers, and authority to enter into and perform their obligations under this Agreement; (iii) entering into and performing this Agreement does not violate any agreement binding on them; and (iv) this Agreement is legal and creates binding enforceable obligation on them.

9.2. The Partner represents, warrants and undertakes that: (i) it will not provide any Prohibited Content, directly or indirectly; (ii) each piece of Content will not redirect to a destination different from the original submission to the Service, and/or be substantively different from the originally submitted Content; (iii) it will not reverse engineer, decompile or disassemble any software components of the Service or Exchange provided by LoopMe; (iv) it will not use the Services or Exchange in any way that infringes or misappropriates the Intellectual Property Rights of any third-party, and that the Partner's trade marks do not infringe or misappropriate the Intellectual

Property Rights of any third-party; (v) all information provided to LoopMe for accessing and using the Service and Exchange is correct and current at all times; (vi) it has all necessary rights, permissions, licenses and consents to use, display, reproduce, make available, and distribute the Content through its use of the Service and Exchange; (vii) it has complied and will continue to comply with all applicable laws, statutes, ordinances, and regulations (including Data Protection Legislation) in connection with its performance of any acts hereunder; (viii) it will at all times comply with the LoopMe Policies and (ix) the Supply Inventory is legal to distribute, does not and shall not infringe any third-party Intellectual Property Rights and does not otherwise violate any applicable law or regulation.

9.3. No Party to this Agreement has made any representations or warranties to the other except as expressly set forth in this Agreement.

9.4. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, LOOPME SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, CONDITIONS OR UNDERTAKINGS (EXPRESS OR IMPLIED), REGARDING THE SERVICE AND THE EXCHANGE. LOOPME DOES NOT WARRANT THAT THE SERVICE OR EXCHANGE WILL BE RELIABLE, ACCURATE, COMPLETE, UNINTERRUPTED, OPERABLE AT ALL TIMES, ERROR FREE OR MEET PARTNER'S REQUIREMENTS, NOR DOES LOOPME PROVIDE A WARRANTY WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, PRODUCT OR SERVICE NOT PROVIDED BY LOOPME. THE SERVICE AND EXCHANGE IS PROVIDED AND MADE AVAILABLE FOR USE "AS IS" AND "AS AVAILABLE", AND ANY USE THEREOF WILL BE UNDERTAKEN SOLELY AT PARTNER'S OWN RISK. LOOPME RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CEASE PROVIDING THE SERVICE AT ANY TIME (SUBJECT TO NOTICE AS MAY BE REQUIRED HEREIN).

10. Indemnity

10.1. LoopMe agrees to defend, indemnify and hold harmless Partner and its officers, directors, agents and employees from any and all liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may be incurred by any third-party claims, actions, suits or proceedings relating to LoopMe's breach of this Agreement.

10.2. Partner agrees to indemnify, defend and hold LoopMe, its agents, affiliates, subsidiaries, directors, officers, employees, and applicable third-parties (e.g. relevant advertisers, publishers, syndication partners, licensors, licensees, consultants and contractors) (collectively "Indemnified Persons") harmless from and against any and all claims, actions, suits, proceedings, liability, loss, and expense (including damages awards, costs, regulatory and other fines and penalties, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from a) Partner's (including Partner's clients, agents or permitted subcontractors') use of or access to the Service or Exchange (other than as expressly permitted herein) or any violation of this Agreement by Partner including without limitation breach or alleged breach of representations and warranties or any obligations related to confidentiality; (b) wilful misconduct or gross negligence by Partner; or (c) fraudulent or unlawful acts by Partner or Partner's clients.

10.3. Any claim for indemnification hereunder shall be subject to the following provisions: (i) the indemnifying party shall be given prompt written notice of the claim by the indemnified party, provided that any delay in providing notice shall not relieve the indemnifying party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying party was prejudiced by the delay; (ii) the indemnifying party shall have the right to control the defence and all negotiations relative to the settlement of any such claim, provided that it diligently undertakes such defence and that no settlement admitting liability on the part of the indemnified party or limiting the indemnified party's rights hereunder may be made without the express written consent of the indemnified party; and (iii) the indemnified party shall reasonably cooperate with the indemnifying party and its counsel at the indemnifying party's cost and expense.

11. Limitation of Liability

11.1. NOTHING IN THIS AGREEMENT LIMITS ANY PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF THE TERMS IMPLIED BY SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 (TITLE AND QUIET POSSESSION); (IV) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW OR (V)

IN CONNECTION WITH ANY BREACH OF SECTION 13.6 AND 14.1 OF THIS AGREEMENT.

11.2. SUBJECT TO CLAUSE 11.3, NEITHER PARTY (AND/OR ITS WHOLLY OWNED SUBSIDIARIES) WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY CLAIMANT 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 FOR ANY:

(i) LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OR CORRUPTION OF DATA OR INFORMATION COLLECTED THROUGH THE SERVICE OR EXCHANGE, OR PURE ECONOMIC LOSS; OR

(ii) INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS, COSTS DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT.

11.3. SUBJECT TO SECTION 11.1 AND 11.2 THE AGGREGATE MAXIMUM LIABILITY (INCLUSIVE OF INTEREST AND LEGAL AND OTHER COSTS) OF LOOPME FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER THAT LIABILITY ARISES) SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY LOOPME FROM PARTNER FOR THE USE OF THE SERVICE UNDER THIS AGREEMENT DURING THE PERIOD PRIOR TO THE DATE THE LIABILITY FIRST AROSE (UP TO A MAXIMUM PERIOD OF THE PRIOR TWELVE (12) MONTHS), OR (II) $250,000 USD.

12. Maintenance

12.1. Maintenance. LoopMe may occasionally be required to suspend the Services or Exchange in order to provide maintenance services and LoopMe shall endeavour to provide Partner with ten (10) business days advanced notice.

13. Partner Obligations

13.1. Partner will comply with all applicable laws, rules, and regulations, including Data Protection Legislation.

13.2. Partner will at all times protect Accounts and Credentials against unauthorized access and use. Any third-party's use of the Credentials or Account is Partner's responsibility. Partner will maintain accurate Account information and may grant access to LoopMe approved third-parties solely for Account management, ensuring such third-parties comply fully with all provisions of this Agreement, and Partner shall be fully responsible and liable for the acts and omissions of such third-parties. Misrepresenting and/or fraudulently claiming ownership of applications in the LoopMe Service or Exchange is strictly prohibited and may result in a ban from the Service or Exchange. Any new Partner Account must be approved by LoopMe and registered under the same entity/name as Partner's other Account(s), or any right to any remittance is automatically waived by Partner.

13.3. Prohibited Actions. Partner will not, and will not allow any third-party to: (a) transfer, sell, lease, syndicate, sublicense or lend access to or use of the Service or Exchange; (b) modify, adapt, translate, prepare derivative works, decompile, reverse engineer, disassemble or attempt to derive source code from the Service or Exchange; (c) remove, deface, obscure, or alter any LoopMe proprietary rights notices; (d) create a substitute or similar service or product through use of the Service or Exchange; (e) use any feature or functionality of the Service or Exchange, or anything in Partner's Content, to personally identify or track individual end users; or (f) engage in any actions that reflect poorly on LoopMe or otherwise disparages or devalues LoopMe's reputation or goodwill.

13.4. Third-Party Terms. Partner agrees to comply with all applicable Third-Party Terms and not cause LoopMe to violate any such terms.

13.5. Third-Party Services. LoopMe may make third-party services or software available to Partner, for example relating to fraud protection/brand safety. Partner acknowledges and agrees that: (i) Partner (and not LoopMe) is solely responsible for the use and security of any third-party products/services; and (ii) such third-party provider's terms and polices apply.

13.6. Partner will not, directly or indirectly, introduce any viruses, worms, spyware, malicious code or similar items into the Service, Exchange or any LoopMe platform.

13.7. Partner will at all times maintain appropriate protection for Partner's computers, software, data and applications including any systems Partner uses to access the Service or Exchange. LoopMe is not responsible for any computer viruses, worms, malware or similar items affecting Partner's systems as a result of accessing the Service or Exchange.

13.8. Compliance. LoopMe may investigate any activity it reasonably suspects may violate this Agreement. If LoopMe determines, in its sole discretion, that Partner has violated this Agreement or any Policies, LoopMe may: (i) terminate this Agreement, or suspend Partner's access to the Service and Exchange; or (ii) provide forty-eight (48) hours' notice for Partner to cure the violation(s). If the violation(s) is not cured within 48 hours, LoopMe may terminate this Agreement, or suspend Partner's access to the Service and Exchange until the violation is cured. LoopMe shall not be liable for any loss or damage resulting from the suspension or termination of Partner's access to the Service or Exchange.

14. General Provisions.

14.1. LoopMe Confidentiality. Both Parties agree they will hold in strictest confidence and will not use or disclose to any third-party, any Confidential Information disclosed by the other Party, without that other Party's written consent.

14.2. Notices. All notices and communications given hereunder shall be in writing via either: a) registered or certified mail; (b) private courier service; or (c) email to the addresses provided in the Order Form. For all notices to LoopMe, a copy must also be sent to legal@loopme.com.

14.3. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the Parties agree to replace such provision by a similar provision that reflects the intention of the Parties, in accordance with applicable law and the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

14.4. Independent Contractors. LoopMe and Partner 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. Each Party hereby understands that the relationship between the Parties is solely on a principal-to-principal basis. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture relationship, agency or legal partnership between the Parties.

14.5. No Waiver. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

14.6. Assignment. Partner may not assign the benefit of, or obligations under, this Agreement to any third-party without the prior written consent of LoopMe (which may be delayed or withheld in LoopMe's sole discretion) except in connection with a merger, acquisition, or transfer of a Partner's assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. LoopMe shall be entitled freely to assign or subcontract any of its rights or obligations under this Agreement.

14.7. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one instrument. Electronic copies of this Agreement are acceptable as original copies.

14.8. Survival. The provisions of this Agreement which are either, expressly stated to survive, or by their nature intended to survive, the termination or expiry of this Agreement, shall survive and will remain in effect after the termination or expiration of this Agreement.

14.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements whether written, oral or implied between the Parties relating to the subject matter of this Agreement.

14.10. Amendments. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties. Notwithstanding the foregoing, LoopMe reserves the right to amend these Terms at any time and with immediate effect on prior written notice to Partner without incurring any liability to Partner. In the event Partner objects to any amendment to these Terms by LoopMe, Partner may, during the period of 30 days following notice of the amendment, terminate this Agreement by written notice to LoopMe.

14.11. Force Majeure: Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the

extent that such delay is caused by reason such as strikes, civil commotion, riots, insurrection, acts of God, fires, floods, explosions, pandemic or endemic, war, governmental action labour conditions, acts of government in its sovereign capacity, earthquakes, natural disasters, or interruptions in Internet services to an area where LoopMe (or its wholly owned subsidiaries) or Partner's servers are located or co-located, or any other circumstances beyond the reasonable control of the delayed Party ("**Force Majeure Event**").

15. <u>Anti-bribery and Corruption</u>

15.1. Partner agrees to comply with all applicable anti-corruption laws including the Foreign Corrupt Practices Act and the UK Bribery Act 2010 in relation to this Agreement. Partner agrees it will not offer to pay or pay anything of value to anyone, including foreign governmental officials or related persons or entities on LoopMe's behalf to corruptly: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) obtain or retain business, or to direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of this Agreement or the business of LoopMe. Partner further agrees to keep accurate books and records in relation to this Agreement and make those records available to LoopMe for inspection upon reasonable notice.

16. <u>Governing Law and Jurisdiction</u>.

16.1. This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and Wales.

16.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim related to this Agreement.