

APPENDIX₁ – TERMS AND CONDITIONS CONCERNING CAMPAIGNS WITH DISCOUNT VOUCHERS AND OTHER VALUE VOUCHERS

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1. GENERAL

These general terms and conditions ("**General Terms and Conditions**") apply where ClearOn and a Customer agree to conduct one or more campaigns ("**Campaign**") using discount coupons and other value vouchers to be redeemed by ClearOn.

Unless otherwise specifically provided for in these General Terms and Conditions, the provisions set out herein apply to Promotions with both physical and digital discount coupons and other value vouchers.

2. DEFINITIONS

Defined terms used in these General Provisions shall have the following meanings unless the context otherwise requires, or are expressly defined in other sections of these General Provisions.

"**Agreement**" means the cooperation agreement and/or quotation signed between the Parties, as well as the related appendixes comprising these General Terms and Conditions, the Data Processor Agreement, the SLA and the Price and Payment Terms.

"**ClearOnline**" or "**the Service**" means the online shop in which the Customer can design a campaign with discount vouchers and other value carriers themselves or with the assistance of ClearOn, as well as the distribution of such designed discount vouchers and other value carriers via SMS and/or email.

"**Customer**" means the customer with whom ClearOn has contracted to provide the Service.

"**Party**" and "**Parties**" mean ClearOn and the Customer, respectively, individually and jointly.

3. ORDERING A CAMPAIGN

The customer must order a campaign in ClearOnline at least one (1) week before the distribution of physical discount coupons and other value vouchers begins.

The customer must order a campaign in ClearOnline at least two (2) weeks before the distribution of digital discount coupons and other value vouchers begins.

ClearOn shall notify the Customer as soon as possible and at the latest within five (5) working days when the campaign concerns physical discount coupons and other value vouchers, whether ClearOn accepts the assignment to redeem discount coupons and other value vouchers on behalf of the Customer. ClearOn is entitled to require, as a condition of undertaking the assignment, that the Customer provide security for what ClearOn may be expected to owe to the Retailer ("**Promotional Funds**").

When a campaign concerns digital discount coupons and other value vouchers, ClearOn shall notify the Customer as soon as possible and at the latest within 5 working days whether ClearOn accepts the assignment to redeem discount coupons and other value vouchers on behalf of the Customer. ClearOn has the right to require the Customer to provide security in the form of promotional funds as a condition for undertaking the assignment.

4. RESPONSIBILITY FOR PAYMENT

The customer is responsible for paying for the campaigns ordered through ClearOnline and accepted by ClearOn.

5. PRICE AND PAYMENT TERMS

The Customer shall make payment to ClearOn in accordance with the terms and conditions set out for each promotion and in accordance with the Price and Payment Terms Appendix in force at the given time.

The Customer's right to use ClearOnline is subject to the Customer's payment of the agreed fees and promotional funds.

The Customer shall pay the price applicable under ClearOn's price list in force at the given time for the provision of the Service. Unless otherwise specified in the Agreement, invoices shall be paid no later than thirty (30) days after the invoice date indicated on the invoice. Fees are quoted exclusive of VAT, taxes and other charges.

ClearOn is entitled to determine whether fixed or variable fees and Promotional Funds are to be co-billed or billed separately, depending, *inter alia*, on whether the Customer has agreed to use other services provided by ClearOn.

6. THE USE OF CLEARONLINE

The Customer shall appoint an administrator who assigns permissions within the Customer's organization ("**Account Administrator**").

In order to use ClearOnline, the Customer must create a user account for each user. Users means the Customer's personnel, i.e. the Customer's employees, consultants or similar contractors.

The Customer shall take all reasonable steps to prevent unauthorized third parties from accessing ClearOnline without ClearOn's prior written consent. Access to ClearOnline requires two-factor authentication to ensure that only authorized users have access to the system and can create campaign orders. It is the Customer's responsibility to ensure that the Customer's users protect passwords and user data and handle them in a secure manner.

The Customer is responsible for the content that the Customer uploads or makes available via ClearOnline, such as images, texts, sounds or other types of content ("**Content**").

7. DESIGN OF A CAMPAIGN

The Customer shall use ClearOnline in accordance with the instructions for promotional design contained in ClearOnline for physical and digital discount vouchers and other value carriers.

The customer is responsible for providing ClearOn with correct data in ClearOnline regarding the campaign order.

ClearOn's responsibility, for promotional material designed by the Customer for physical discount coupons and other value vouchers, is exclusively to verify that the Customer has produced a correction for the discount coupon and other value vouchers that corresponds to the values entered by the Customer in ClearOnline.

ClearOn's responsibility, for Customer-initiated campaigns for digital discount vouchers and other value vouchers, is exclusively to provide the digital discount coupon/voucher with data according to a standard set by ClearOn that enables redemption in affiliated stores and that the discount coupon/voucher is distributed to the consumer via SMS or email.

8. DISTRIBUTION OF DISCOUNT COUPONS AND OTHER VALUE VOUCHERS

ClearOn is responsible for distributing the digital discount vouchers or other value vouchers to end customers by e-mail or SMS based on the information provided by the Customer to ClearOn and according to the options selected by the Customer in ClearOnline.

9. REDEMPTION OF DISCOUNT COUPONS AND OTHER VALUE VOUCHERS

The customer is only entitled to distribute discount coupons and other value vouchers with the text - Redeemed by ClearOn AB - if ClearOn has accepted the assignment to redeem the discount coupon or value carrier. If the above provisions are not complied with, ClearOn has the right to refuse to redeem the voucher or voucher holder. ClearOn is only obliged to redeem discount vouchers and other value vouchers if the Customer has made the necessary promotional funds available to ClearOn in accordance with the Price and Payment Terms Appendix applicable at the time.

10. TROUBLESHOOTING

The Customer shall inform ClearOn without delay if the Customer discovers that a promotion designed by the Customer, or with the assistance of ClearOn in the case of digital discount vouchers and other value vouchers, contains any error.

ClearOn reserves the right to change a set of a campaign if the campaign is missing, or does not match, produced material.

11. CAMPAIGN DURATION

A campaign should be clearly defined in time and normally not longer than a few months. The maximum period for which a promotional number can be valid is twelve (12) months. For each twelve (12) month period commenced, a new campaign fee will be charged at the start of the campaign. In case of renewal of a campaign, a new fixed fee will be charged and the handling fee will be updated to the current price list.

In the case of Product & Merchandise voucher type promotions, the discount voucher or other value vouchers must be provided with the Interleaved code.

For canceled campaigns, an administration fee of 40% of the campaign fee will be charged. For mislabeled or otherwise incorrectly designed vouchers, compensation is added to cover the increased costs of handling.

The client, as the brand owner, must inform the relevant retail chains about the campaign.

Other formats or specific requests will be quoted separately. All prices are quoted exclusive of VAT. Nominal discount value is added.

If the Customer requires assistance in designing an original or producing vouchers, please contact ClearOn at: sales@clearon.se.

12. ACTIVATION OF A CAMPAIGN

The customer must provide ClearOn with an approved proof before the Campaign can be activated.

13. MODIFICATION OF A CAMPAIGN DURING THE CURRENT REDEMPTION PERIOD

The customer can modify or update information in an ongoing campaign. However, ClearOn is not responsible for any errors that may occur due to changes in an ongoing campaign.

14. CONTRACT BETWEEN CUSTOMER AND RETAILER

In the event that the Customer enters into specific agreements with the retailer regarding a campaign with discount vouchers or other value voucher, a draft agreement prepared by ClearOn should be used.

ClearOn assumes in its examination of discount coupons and other value vouchers that the contract proposal prepared by ClearOn is used unless the Customer has notified ClearOn otherwise in writing.

If the Customer, through employees or other representatives, enters into agreements with the Retailer or provides information, which results in the provisions of these General Terms and Conditions relating to the redemption of discount vouchers or other value vouchers being breached by the Retailer, ClearOn shall not be liable for any damage that may arise therefrom.

15. CLEARON'S ADMINISTRATION OF VOUCHER CAMPAIGNS

Between ClearOn and retailers, the general provisions for the redemption of discount vouchers and other value vouchers that ClearOn applies from time to time, hereinafter referred to as the General Provisions for Redemption, shall apply.

ClearOn shall accept the Customer's discount vouchers and other value vouchers for redemption. Reimbursement shall be paid from the Customer's Promotional Funds.

ClearOn undertakes to notify the Customer immediately if it suspects that the retailer has not complied with the rules in the General Rules for Redemption. It is then up to the client to decide what action to take on the suspicion. The costs of any measures shall ultimately be borne by the Customer.

16. SUPPORT AND ADVICE

To the extent that the Client requires advice and/or assistance in relation to campaign design and other matters, fees for advice and assistance will be added in accordance with the applicable price list. Advice and assistance is provided during weekdays and normal office hours 9 am - 4 pm.

The Service is subject to the service levels and support conditions set out in the Service Levels and Support Appendix in force at the given time.

17. STATISTICS

ClearOn reserves the right to use the Customer's anonymized data in the execution of Promotions to create statistics and de-identified reports for the development of services and products and for marketing purposes. ClearOn owns all rights to the statistics and reports produced by ClearOn in the course of conducting a Campaign.

18. PERSONAL DATA PROCESSING

In order for ClearOn to provide the Service under the Agreement, ClearOn needs to process personal data and other information about the Customer, including, where applicable, personal data about users, administrators and other roles of the Customer who use ClearOnline ("Users") and the Customer's end customers to the extent necessary. For more information about how ClearOn processes personal data, please see ClearOn's Privacy Policy, at www.clearon.se under the section on processing of personal data.

However, in situations where ClearOn processes personal data on behalf of the Customer, ClearOn is to be considered a processor in relation to the Customer in accordance with the Personal Data Processor Agreement Appendix in force at the time.

The Customer undertakes, in the context of the Service, to inform its end customers or other persons, in accordance with applicable data protection legislation, including the GDPR, that ClearOn may process their personal data in its capacity as a data processor of the Customer.

19. INTELLECTUAL PROPERTY RIGHTS

ClearOn holds all rights, including intellectual property rights, to the Service.

Neither Party obtains by virtue of the Agreement any rights to the other Party's trademarks, trade names or other intellectual property rights.

A Party may not, without the consent of the other Party, use the other Party's name, abbreviation thereof and/or logo for marketing or other commercial purposes.

20. RIGHT OF USE

The Customer is granted a non-exclusive, non-transferable right to use the Service for its own internal operations during the term of the Agreement. The account administrator is authorized to administer the Customer's user accounts and shall ensure that these are authorized. User accounts may not be shared or used by more than one user. User accounts, passwords and other equipment or know-how for accessing the Service shall be kept secure. The Customer undertakes to inform ClearOn immediately if the Customer becomes aware that the Service has been accessed by unauthorized users.

21. RESPONSIBILITY FOR CONTENT

Customer is responsible for Content uploaded, made available or otherwise transmitted to the public in connection with the Service, and Customer warrants that it has the rights necessary to use the Content in connection with the Service.

The Customer warrants that the Customer: will comply with all applicable laws in its use of the Service; will not use the Service or Content in a manner that infringes the rights of third parties, including intellectual property rights such as copyright or trademark rights; or will otherwise use the Service or Content in a manner that may cause harm to the rights or freedoms of others.

22. DISCLAIMER

ClearOn is liable for damages caused to the Customer by ClearOn's negligence, subject to the limitations set forth below.

ClearOn's liability for damages shall, unless there is intent or gross negligence, be limited to a maximum of fifty (50) price base amounts (in accordance with Chapter 2, Section 7 of the Social Insurance Code (2010:110)) and fifty (50) percent of the annual fee for the Service.

ClearOn shall not be liable, except in case of willful misconduct or gross negligence, in any case for loss of profits or other indirect damage or loss, including any liability of the other Party to third parties or loss of information.

23. TERMINATION OF THE AGREEMENT

Either Party has the right to terminate the Agreement with immediate effect if the other Party

(a) is in material breach of its obligations under the Agreement and has not remedied the breach within thirty (30) days of a written request to do so; or

(b) suspends payments, enters into negotiations with its creditors to reach a settlement, becomes the subject of a petition for bankruptcy or is declared bankrupt, files for bankruptcy reorganization or composition or the like, goes into liquidation, or has an administrator appointed over all or part of the Party's assets.

24. CONFIDENTIALITY

The Parties undertake, during the term of the Agreement and thereafter, not to disclose to third parties information regarding the content of the Agreement and other information that the Parties have received as a result of the Agreement (such as, but not limited to, prices, information about programs, models or methods, business values, circumstances or analyzes, trade secrets, content of agreements or information about projects, customers or employees) regardless of whether the information was provided in writing or orally and regardless of format or labeling ("Confidential Information").

The Parties undertake to use Confidential Information solely for the purpose of fulfilling their obligations under the Agreement and not for any other purpose. The receiving Party further undertakes to take the necessary measures to prevent the employee, sub-consultant or other intermediary from using or disclosing Confidential information to third parties and to use the same level of care (but not lower level than reasonable care) to avoid disclosing or using Confidential information used by the Party regarding its own confidential or copyrighted information. What is stated in the points above does not apply to such information as

- i. At the time of disclosure is or later becomes available to the public other than by violation of the Agreement; or

- ii. Was already available to the receiving Party or which it has developed on its own before the conclusion of the Agreement and which has not, directly or indirectly, been obtained by breach of the Agreement

This confidentiality obligation does not prevent the Party from providing such information that the Party is obliged to disclose in accordance with law, judgment or government decision or agreement with a stock exchange or other marketplace. Should a Party have or be required to provide such information, the Party undertakes to notify the other Party immediately. The Parties shall use their best endeavors to ensure that information provided in accordance with this para is, as far as possible, treated confidentially by the recipient of the information.

25. FORCE MAJEURE

A Party is exempt from sanction for failure to fulfill its obligations under the Agreement, if the failure is due to a circumstance beyond the Party's control and which the Party could not or should not have foreseen or reasonably taken into account at the time of the conclusion of the agreement, e.g. war, civil war, fire, flood, disruption of public communications, disruption of public energy supply or similar circumstances. If a Party wishes to invoke a circumstance in the preceding paragraph, the Party shall immediately and in writing notify the other Party when there is a risk that the obligation will not be fulfilled or will be delayed. Failure to provide such notice in time entails an obligation to compensate for the damage that could have been avoided if timely notice had been given.

26. TRANSFER

A Party does not have the right, without the written consent of the other Party, to transfer in whole or in part or pledge its rights or obligations under this Agreement to a third party.

27. COMPLETE SETTLEMENT

The Agreement constitutes the Parties' complete settlement of the matters covered by the Agreement. Any written or oral commitments and promises made prior to this Agreement are therefore superseded by the contents hereof.

To be effective, any amendment or modification to this Agreement must be in writing and signed by the Parties (including signature by approved e-signature tools).

28. INTERPRETATION

In the event of discrepancies between the Swedish text and the English translation in Appendix 6, the Swedish text shall apply.

29. DISPUTES AND JURISDICTION

This agreement shall be subject to Swedish law.

Disputes arising under the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Simplified Arbitration shall apply unless the SCC, taking into account the complexity of the case, the value of the subject matter of the dispute and other circumstances, decides that

Arbitration rules shall apply. In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators.

The seat of the arbitration shall be Stockholm and the language of the proceedings shall be Swedish.

Arbitration invoked under this arbitration clause is confidential. Confidentiality extends to all information obtained in the course of the proceedings, as well as to any decision or arbitral award issued as a result of the proceedings. Information covered by confidentiality shall not be disclosed to

third parties without the consent of the other Party. The obligation of confidentiality does not cover the disclosure of information required by mandatory law, court or administrative order, for the protection of legitimate legal interests, or for the enforcement, appeal or review of a judgment or arbitration award.