



## **COOPERATION AGREEMENT with ClearOnline**

Please find enclosed the contract, which must be signed by an authorized signatory or a person holding a power of attorney authorizing the signatory to conclude contracts on behalf of the client.

- ✓ Sign the agreement by electronic signature

### Agreements and Appendices:

ClearOnline agreement with appendices

**We look forward to a continued successful cooperation!**

With kind regards

ClearOn AB

## AGREEMENT CONCERNING ClearOnline

### 1. Parties

- 1) ClearOn AB, corp.ID no. 556121-8362, 107 82 Stockholm, Sweden, hereinafter referred to as ("**ClearOn**"); and
- 2) Company name:  
Organization number:  
Address:  
Postal code and city:  
Customer no: ("**Customer**").

ClearOn and the Customer are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

### 1. BACKGROUND

ClearOn provides a website with an online shop where customers can design a promotion with discount coupons and other value vouchers ("**ClearOnline**" or the "**Service**") themselves or with the assistance of ClearOn.

The Customer wishes to use the Service to promote its products through discount coupons or other value vouchers.

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

In view of the above, the Parties have entered into this Agreement on the terms set out below.

### 2. CONTRACT DOCUMENTS

In addition to the provisions of this Agreement, the Parties shall be bound by the General Provisions set out in Appendix 1, the Personal Data Processor Agreement in Appendix 2, the Service Levels and Support in Appendix 3 and the Price and Payment Terms in Appendix 4, and English translation of the agreement appendix 5, all of which form part of this Agreement.

A sub-appendix concerning ClearOn's processing of personal data is added to the Data Processor Agreement in Appendix 2: Sub-appendix 2 - Processing of Personal Data

The sub-appendix is available in two versions: Sub-appendix 2.A and Sub-appendix 2.B depending on which personal data processing becomes relevant for the Customer. Where the Customer has not requested any personal data processing that deviates from ClearOn's standard processing of personal data, Sub-appendix 2.A applies. Where the Customer has not requested any personal data processing that deviates from ClearOn's standard processing of personal data, Sub-appendix 2.B applies.

### 3. DURATION OF THE AGREEMENT

The Agreement shall enter into force on the date of signature of the Agreement by the Parties and shall continue in force thereafter until terminated by either Party upon sixty (60) days' written notice. The termination of the Agreement does not affect the

obligations of the Parties arising prior to the termination of the Agreement (such as promotions ordered during the term of the Agreement and the obligation to make payment for promotions in accordance with the Agreement).

#### **4. REMUNERATION**

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 3, 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.

#### **5. SIGNATURE**

This Agreement, including its appendices, is signed electronically by the Parties.

The Agreement is accompanied by the appendices listed below;

Appendix 1. GENERAL PROVISIONS

Appendix 2. PERSONAL DATA PROCESSOR AGREEMENT

Sub-appendix 2.A - PROCESSING OF PERSONAL DATA

Sub-appendix 2.B - PROCESSING OF PERSONAL DATA

Appendix 3. SERVICE COMMITMENT FOR MOBILE/DIGITAL SERVICES

Appendix 4. PRICE AND PAYMENT TERMS

Appendix 5. ENGLISH TRANSLATION OF THE AGREEMENT INCL APPENDICES