Partnership Agreement: Coubonga

CAREFULLY READ THIS PARTNERSHIP AGREEMENT (THE “**AGREEMENT**”). BY REGISTERING IN THE COUBONGA SERVICE AS A PARTNER AND / OR CLICKING THE APPLICABLE BUTTON TO COMPLETE THE REGISTRATION PROCESS AS A PARTNER IN THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE COUBONGA SERVICE AND IMMEDIATELY INFORM COUBONGA (AS DEFINED BELOW) THEREOF SO COUBONGA MAY SUSPEND YOUR ACCOUNT. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (I.E. THE PARTNER), YOU AGREE THAT AND REPRESENT AND WARRANT TO COUBONGA THAT YOU HAVE DUE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT.

This Agreement is valid from 6.2.2024 onwards for partners registered on 6.2. or afterwards until further notice.

1. Definitions

Capitalized terms used in this Agreement shall have the meaning as described hereunder.

“**Agreement**”: the present Partnership Agreement.

“**Effective Date**”: The date and time on which the Partner registers as a Partner in the Service.

“**End User**”: a person using the service (Coubonga application) who redeems / uses coupons offered by the Partner in the Service.

“**Goods**”: Food, clothes, services, or any kind of item which End User claims from using Offers.

“**Offer**”: Offer refers to digital coupon, which is published to Coubonga application for End Users by Partner.

“**Parties**”: the Service Provider (as defined below in Section 4 (Identity of the Service Provider) and the Partner jointly. The Service Provider and the Partner each are severally referred to as a “Party”.

“**Partner**”: is a company publishing Offers and using the Service and hence being a Party to this Agreement.

“**Redeeming location**”: a particular Venue where the Offer is redeemed by the End User.

“**Venue**”: a restaurant, café, hair salon, online store or any other physical place of business operated by the Partner, where End User is entitled to use / redeem coupon published by Partner.

“**Service**”: the online Coubonga-service, which is developed and marketed by the Service Provider, and which allows its registered partners to, subject to the terms of the applicable agreement, publish Offers (digital coupons) to the End Users, which can redeem the coupons the way the Partner has described.

The Service provided by Coubonga (hereinafter referred to as "the Service") is a digital platform designed to facilitate the publication, distribution, and redemption of digital coupons, discounts, and promotional offers (hereinafter collectively referred to as "Offers") by the Partner to End Users. The Service enables the Partner to engage with End Users by offering them tangible incentives to visit and make purchases from the Partner's Venue, whether physical or online.

The Service operates as follows:

- **Publication of Offers**: The Partner is granted the ability to publish Offers on the Service. Each Offer must clearly detail the terms of the discount or promotion, including, but not limited to, the discount rate, applicable products or services, validity period, and redemption process. The Partner is responsible for ensuring that all information related to the Offer is accurate, complete, and compliant with applicable laws and regulations.
- **Distribution of Offers**: Offers published by the Partner are made available to End Users through the Coubonga application. The Service utilizes advanced algorithms to recommend Offers to End Users based on their preferences, behaviors, and location, aiming to maximize the relevance and attractiveness of the Offers to the End Users.
- **Redemption of Offers**: End Users can redeem Offers by presenting the digital coupon within the Coubonga application at the Partner's Venue or by applying it to online purchases, as specified by the Partner in the Offer details. The Partner is responsible for verifying and honoring the redemption of Offers in accordance with the terms set forth in each Offer.

The Service is intended to provide a seamless and efficient mechanism for the Partner to boost sales, acquire new customers, and enhance customer loyalty through targeted Offers. The Service also aims to reduce the environmental impact associated with traditional print advertising by leveraging digital distribution channels.

By participating in the Service, the Partner agrees to utilize the platform in a manner that is consistent with the Service's goals and to comply with all operational guidelines and support materials provided by Coubonga to ensure optimal performance and user satisfaction.

The Service is subject to continuous improvement and development. Coubonga reserves the right to update or modify the Service features, user interface, and operational procedures from time to time to enhance the Service's effectiveness and user experience. Partners will be notified of significant changes to the Service that may affect their use of the platform or the presentation of their Offers.

2. Preconditions for the use of the Service by the Partner

To use the Service, the Partner:

1. Must correctly create a partner account for the Partner in the Service by following the registration instructions in the Service.
2. must be able to verify the Partner business details as required and defined by the Service Provider to comply with e.g. prevailing anti-money laundering laws, regulations and requirements and other mandatory laws and regulations.
3. must accept and agree to be bound by the terms of this Agreement; and
4. must operate a Venue in full compliance with any applicable laws and other statutes and permits within the European Economic Area and only set the Pickup Location to such a Venue.

3. Data Sharing and Usage Terms

This section outlines the terms under which data generated or collected through the use of the Service, including but not limited to End User interactions with Offers, redemption patterns, and feedback, (hereinafter referred to as "Data") will be shared between the Partner and Coubonga and how such Data may be utilized by both parties.

Data Collection and Sharing: The Partner hereby grants Coubonga the right to collect, analyze, and share Data related to the Partner's Offers and End User interactions within the parameters of the Service. Coubonga agrees to provide the Partner with access to relevant Data that can assist in optimizing Offer performance, understanding End User preferences, and improving overall marketing effectiveness. Such Data will be made available through the Partner's user interface on the Service and may include aggregated statistics, redemption rates, and user feedback.

Data Usage by the Partner: The Partner may use the Data provided by Coubonga for the purposes of business analysis, marketing strategy development, and service improvement. The Partner agrees to use the Data in compliance with applicable privacy laws and regulations, including, but not limited to, the General Data Protection Regulation (GDPR). The Partner shall not use the Data for any unlawful purpose or in any manner that could harm Coubonga or the End Users' interests.

Data Protection and Privacy: Both parties commit to protecting the privacy and security of the Data collected through the Service. Appropriate technical and organizational measures shall be implemented to ensure the security of the Data against unauthorized or unlawful processing and against accidental loss, destruction, or damage. The Partner is responsible for ensuring that any use of the Data complies with this Agreement and with the Partner's privacy policy as communicated to the End Users.

Data Ownership: All Data generated by the End Users' interaction with the Partner's Offers via the Service shall be considered proprietary to Coubonga. However, Coubonga grants the Partner a non-exclusive, revocable license to use such Data for the duration of this Agreement for the purpose of enhancing their offerings and service delivery in accordance with the terms set out herein.

Confidentiality of Data: Both parties agree to treat all Data as confidential information and to not disclose such Data to any third party without the prior written consent of the other party, except as required by law or in accordance with this Agreement.

By agreeing to these terms, the Partner acknowledges the importance of data-driven decision-making and commits to utilizing the Data in a responsible and ethically sound manner that respects the privacy and preferences of End Users.

4. Service Description

The Service is a marketing platform through which the Partner can publish Offers for End Users. The Service is developed and marketed by the Service Provider. The Service aims to boost sales of Partners, acquire more customers, reduce waste generated from print advertising and paper coupons. Offers are recommended to be at least 25% or more from regular price.

In particular, the Service is intended to function as follows:

1. Through the Service, the Partner can publish Offers (digital coupons) for the End Users.
2. The Partner is responsible providing all the necessary information for the End users regarding the Offer.
3. End Users can redeem the Offers in the premises or via online store of the Partner as the Partner has described.
4. Partners will see when End Users have redeemed their Offers from our Partners' user interface.

More information about the Service is available on the Service Providers' website and Partners' user interface of the Service.

5. Identity of the Service Provider

Coubonga Oy (Finnish business ID: 3341721-6), a limited liability company duly incorporated and organized under the laws of Finland.

Address: Tornipolku 4 B 34, 90130 Oulu.

Phone number: +358 41 314 3027

Email: info@coubonga.com

Website: https://coubonga.com (The "Service Provider" or "Coubonga").

6. Content Moderation and Coupon Removal Rights

Coubonga reserves the right to review, moderate, and, if necessary, remove any Offers published on the Service that are deemed inappropriate, unethical, or in violation of applicable laws and regulations, including but not limited to content that contains nudity, promotes hate speech, discrimination, or any other content considered offensive or harmful. In the event an Offer is removed, Coubonga shall promptly notify the Partner of the removal and provide a brief explanation of the reasons behind the decision to ensure transparency and provide an opportunity for corrective action, if applicable.

- Notification of Offer Removal: Upon the removal of an Offer, Coubonga will communicate the action taken to the Partner via email or through the Service's notification system. This communication will include the specific reason(s) for the Offer's removal and, when possible, suggestions for modification to comply with the Service's standards and policies.

7. Obligation to publish Offers

The Partner shall commit to utilizing the Coubonga Service for the purpose of publishing at least one (1) Offer to the Service within the first thirty (30) days following the execution of this Agreement. The Offer published must be representative of the Partner's business and provide value to the End Users of the Service.

- **Minimum Offer Requirement**: The Partner's obligation to publish an Offer is deemed to be a material term of this Agreement. Failure to publish an Offer within the specified timeframe may result in Coubonga taking remedial action, including but not limited to, suspension of the Partner's account until such time as the Offer is published.
- **Offer Validity**: The Offer must remain valid and redeemable for a minimum period specified by Coubonga's policy, which shall be communicated to the Partner upon the Partner's registration with the Service.
- **Quality and Compliance of Offers**: All Offers published by the Partner shall adhere to the quality standards and compliance requirements set forth by Coubonga, including the prohibition of publishing Offers containing inappropriate or unethical content.

8. Exclusivity of Offers and Duplication Restrictions

The Partner agrees that any Offers published on the Coubonga platform will not be made available on more favorable terms through any other marketing channels, including but not limited to the Partner's own marketing platforms, social media, or other coupon services. This condition is intended to maintain the value and attractiveness of Offers made available through the Coubonga Service to End Users, ensuring that Coubonga remains a premier destination for exclusive discounts and promotions.

Duplication Restriction: Each Offer published on the Coubonga service must be unique and provide distinct value to End Users. The Partner is prohibited from publishing multiple instances of the same Offer simultaneously on the platform. This restriction is designed to ensure diversity and a high-quality experience for End Users, preventing saturation of similar Offers.

Definition of Duplicate Offers: For the purposes of this Agreement, Offers are considered duplicates if they have identical terms, including but not limited to discount rates, applicable products or services, and validity periods.

- Monitoring and Compliance: Coubonga reserves the right to monitor the Partner's marketing activities to ensure compliance with these requirements. Should Coubonga discover that an Offer is being advertised on more favorable terms elsewhere, or the Partner has published Duplicate Offers to the platform, Coubonga will notify the Partner and request an adjustment of the Offer's terms. Failure to comply with this requirement may result in the Offer being removed from the Service and could lead to further actions as deemed necessary by Coubonga.

9. Fees and Payment terms

The fees and payment terms are set out in Appendix 1 (Pricing).

During the term of this Agreement, the Service Provider has the right to unilaterally at its discretion amend the fees applicable from time to time. Fees cannot be amended in the middle of subscription from Partners who have chosen to subscribe to the Service for 12 months. The Service Provider informs the Partner of such amendments in the fees via email or in the Service at least four (4) weeks before the amended fees take effect. By continuing to use the Service after such fee amendment comes into effect, the Partner shall be deemed to have accepted the amended fees (as applicable).

10. Reclamations

The Service Provider is responsible for reclamations made by End Users regarding a possible technical problem when redeeming coupons if it occurs in the mobile application.

The Partner is responsible and liable for all reclamations made by End Users which are related to Goods. The Service Provider transmits the Goods -related reclamations to the Partner.

11. Limitation of liability and Indemnity

Neither party shall in any event be liable toward the other for any indirect or consequential damages or losses such as loss of profit; loss of revenue; loss of, damage to, or alteration of data, files, or records; loss of goodwill or loss of opportunities.

The limitations of liability set out in this Section 11 (Limitation of Liability and Indemnity) shall not be applicable to damages arising from (i) intent or gross negligence, (ii) breaches of Section 12 (Confidentiality) or 14 (Intellectual Property Rights) or (iii) the Partner's indemnification obligations under this Agreement.

12. Confidentiality

"Confidential Information" means the information included in this Agreement and any information and material in whatever form disclosed to one Party to the other Party which is either marked as confidential or should be understood to be confidential as well as any information on Intellectual Property Rights (as defined below in Section 14 (Intellectual Property Rights)) related to the Service or other information related to the Service. Also, the personal data visible in the Service or transmitted via the Service shall be Confidential Information. The Parties shall keep in confidence all Confidential Information and shall not disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than for the purpose of this Agreement. Confidential Information may be disclosed only to those of the Party's employees and sub-contractors fulfilling the obligations of this Agreement who need to know Confidential Information for the purpose of this Agreement.

Notwithstanding the foregoing, the confidentiality obligation shall not be applied to any material or information (i) which is generally available or otherwise public other than by a breach of this Agreement; or (ii) which the Party has received from a third party without any obligation of confidentiality; or (iii) which pursuant to written evidence was in the possession of the Party prior to receipt of the same in connection with the co-operation pursuant to this Agreement without any obligation of confidentiality related thereto; or (iv) which the Party has developed independently without using material or information received in connection with the co-operation pursuant to this Agreement; or (v) which the Party shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order applicable upon the Party. The Party shall cease using Confidential Information upon termination of this Agreement and, unless the Parties separately agree on the destruction of such material, return the material in question and all copies thereof to the other Party. Each Party shall, however, be entitled to retain copies required by law or regulations.

13. Personal Data

The Partner acknowledges that the Service Provider may compile and process personal data of the Partner's employees representing the Partner in the co-operation pursuant to this Agreement in accordance with the privacy statement of the Service Provider. The Partner undertakes to notify the aforementioned persons that their personal data might be processed as set forth above. The Partner shall comply with and is responsible for compliance of all applicable laws and regulations with regard to the use and processing of personal data with regard to the Service. The Partner does not process the personal data on the Service Provider's behalf but on its own behalf.

14. Intellectual Property Rights

"Intellectual Property Rights" shall mean copyrights and related rights (including photography, database, and catalogue rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.

All Intellectual Property Rights in or related to the Service and thereto related documentation and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of the Service Provider and/or its subcontractors/licensors. By virtue of this Agreement the Partner is not granted any Intellectual Property Rights in the Service other than the non-exclusive, non-transferable, non-sublicensable and non-assignable right to use the Service for the term of this Agreement subject to the provisions of and in accordance with this Agreement. Any Intellectual Property Rights (including copyright and right to amend, assign and transfer such works) that arise from the provision of the Service or the co-operation between the Parties under this Agreement shall vest automatically exclusively in the Service Provider.

The Partner undertakes not to: (a) copy, modify or create derivative works of the Service or any related technology; (b) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Service, or any part thereof; (c) collect, use, copy, or transfer any information obtained from the Service without the consent of the Service Provider other than to the extent as necessary for the Partner to carry out its obligations arising from the Offer or this Agreement toward the Service Provider or the End User in question; or (d) access the Service except through the interfaces expressly provided by the Service Provider.

14.1. Use of Partner Intellectual Property in Digital Storefronts

In addition to the terms set forth in Section 14 regarding Intellectual Property Rights, the Partner grants to Coubonga a limited, non-exclusive, revocable, worldwide license to use, display, and reproduce the trademarks, service marks, trade names, logos, and branding materials provided by the Partner to Coubonga ("Partner IP") in digital storefronts such as the Google Play Store and Apple App Store where the Coubonga Service is made available.

The rights granted herein include the ability for Coubonga to:

- Use the Partner IP for the purpose of accurately representing and promoting the partnership and integration of the Partner's goods or services within the Coubonga Service in the app store listings.
- Display the Partner IP within the Coubonga app listing, including screenshots, banners, and promotional text as may be required for the proper functionality and representation of the Coubonga Service on the Google Play Store and Apple App Store.
- Sub-license these rights to third-party digital storefronts (e.g., Google Play Store, Apple App Store) solely for the purpose of hosting, displaying, and distributing the Coubonga Service as contemplated herein.

The Partner represents and warrants that:

- It has all the rights necessary to grant the licenses stated above and that the use of Partner IP by Coubonga will not infringe on any rights, including intellectual property rights, of any third parties.
- It will provide Coubonga with all necessary trademarks, service marks, trade names, logos, and branding materials in the formats requested by Coubonga for use as described herein.
- It will notify Coubonga of any changes to the Partner IP that may affect Coubonga's use under this Agreement.

Coubonga agrees to:

- Use the Partner IP in a manner that is consistent with the Partner's brand guidelines and will not alter, modify, or create derivative works of the Partner IP without the Partner's prior written consent.
- Cease use of the Partner IP upon termination of this Agreement or upon request of the Partner if the Partner believes that continued use would be detrimental to the Partner's brand image or intellectual property rights.

15. Term, Termination and Suspension

This Agreement enters into force on the Effective Date. The Agreement shall remain in force until further notice. Both Parties have the right to terminate this Agreement in writing with two (2) weeks' notice.

Each Party shall have the right to terminate this Agreement with immediate effect upon written notice to the other Party if (a) the other Party commits a material breach of any of the terms and conditions of this Agreement and fails to remedy such a breach, if the breach is capable of being remedied, within seven (7) days of the other Party's written notice thereof; or (b) the other Party is insolvent, declared bankrupt, is put into liquidation, sells all of its assets, ends its business or it otherwise ceases with its payments. The Service Provider may terminate the Agreement with immediate effect upon written notice, if control or ownership of the Partner is acquired by a competitor of the Service Provider. The Partner shall notify of such changes in its ownership or control without undue delay.

The Service Provider has the right at its sole discretion to suspend the Partner from the Service if (i) the Service Provider suspects that the Partner has materially breached its obligations arising from this Agreement; (ii) the

Partner has not paid all the matured applicable fees with Appendix 1 (Pricing) of this Agreement to the Service Provider; (iii) there is reasonable doubt about the correctness or authenticity of the Partner's Service account.

Termination, cancellation, or expiry of this Agreement shall not release the Parties from any liability under any obligation pursuant to this Agreement, which at the time thereof has already fallen due for performance or any prior breach of this Agreement. The provisions which by their nature shall survive the termination of this Agreement, such as Sections 10 (Confidentiality) and 20 (Governing Law and Settlement of Disputes), shall survive any termination, cancellation, or expiry of this Agreement.

16. Amendments of the Agreement and the Service

During the term of this Agreement, the Service Provider has the right to unilaterally at its discretion amend the terms of this Agreement. The Service Provider informs the Partner of such amendments in the terms via email or in the Service one (1) week before the amendments take effect. By continuing to use the Service, the Partner is deemed to have accepted the amendments. If the Partner does not accept the amendments, the Partner may terminate this Agreement to end on the date on which the amendments take effect.

The Partner understands and accepts that the Service Provider continues to develop its Service. New features may be added to the Service and current features may develop during the term of this Agreement at the sole discretion of the Service Provider.

17. Entire Agreement

This Agreement together with its appendices constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, undertakings, and other representations and communications between the Parties. In case of discrepancies between the Agreement and its appendices, the appendices shall take precedence in relation to the subject matter thereof.

18. Assignment

The Partner shall not have the right to assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the Service Provider. The Service Provider may assign or transfer this Agreement and the rights and obligations hereunder to such a third party to which the business activities related to this Agreement have been transferred or to any affiliated company of the Service Provider.

19. Force Majeure

"Force Majeure Event" means any failure by a Party to perform its obligations under this Agreement caused by an impediment beyond its control, which it could not have considered at the time of the conclusion of this Agreement, and the consequences of which could not reasonably have been avoided or overcome by such Party. Such impediments may include, but are not limited to, acts of government, fires, floods, epidemics, quarantine restrictions, strikes, lock-outs, industrial disputes, riots, acts of terror or specific threats of terrorist activity, transportation or energy. Strike, lock-out, boycott and other industrial action shall constitute a Force Majeure Event also when the Party concerned is the object or a party to such an action.

Neither Party shall be liable for delays and damages caused by a Force Majeure Event. A Force Majeure Event suffered by a subcontractor of a Party shall also discharge such a Party from liability if subcontracting from other source cannot be made without unreasonable costs or a significant loss of time. A Party shall notify the other Party in writing without delay of a Force Majeure Event. The Party shall correspondingly notify the other Party of the termination of a Force Majeure Event.

20. Communications

The Service Provider shall be entitled to send any notification based on or relating to this Agreement by email to such email address as linked to the Partner's Service account or to any other email address communicated to the Service Provider by the Partner for this purpose or via the Service, and sending an email to such an address by the Service Provider or notification in the Service by the Service Provider is considered as duly delivered.

21. Reference

The Partner acknowledges and agrees that the Service Provider and its affiliates may, at its own expense, place an announcement in such websites, applications, social media, newspapers, periodicals, and other media, as it may choose, marketing the co-operation between the Parties hereunder and additionally use the co-operation between the Parties hereunder as reference in any discussions and media.

22. Governing Law and Settlement of Disputes

This Agreement shall be governed and interpreted under the laws of Finland notwithstanding any choice of law provisions. If the terms of this Agreement are subject to disagreement or differing interpretations, the Parties aim to settle such disputes primarily through negotiation. In the case that a dispute between the Parties cannot be resolved through negotiation within a reasonable time, any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1) and the language shall be Finnish. The seat of arbitration shall be Oulu, Finland.

23. Other Provisions

A failure of a Party to exercise any of its rights under this Agreement will not be deemed to be a waiver of any rights or remedies the Party may have in subsequent similar situations. If any provision in this Agreement is found or becomes invalid, unlawful, or unenforceable to any extent, the provision in question will be severed from the remaining provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such relationship upon either Party.