

REEVOO FRAMEWORK TERMS AND CONDITIONS

The contractual agreement ("**Agreement**") between Reevo and Customer comprises: (a) the Order Form; (b) these Reevo Framework Terms and Conditions; and (c) any Additional Terms, to the exclusion of all other terms and conditions contained in, or referred to in, any purchase order, confirmation of order, specification or invoice provided by Customer or implied by law, trade custom, practice or course of dealing.

1 DEFINITIONS

1.1 In this Agreement unless the context otherwise requires, the definitions and rules of interpretation set out in this clause 1, as supplemented or varied by any Additional Terms, shall apply.

1.2 "**Reevo Analytics**" means the password-protected customer account centre hosted on Reevo's server.

1.3 "**Additional Terms**" means any additional terms and conditions applicable to this Agreement as may be agreed in writing between the parties from time to time. In the event of any conflict between these Reevo Framework Terms and Conditions and any Additional Terms, the Additional Terms shall prevail.

1.4 "**Business Day**" means any day on which clearing banks generally are open for business in the City of London.

1.5 "**Combined Information**" means the Consumer Data and the Purchase Information.

1.6 "**Consumer**" means a person who has purchased a Product.

1.7 "**Consumer Data**" means the title, first name, surname, email address and post code of a Consumer.

1.8 "**Content**" means, in relation to a particular Product, Rev

information about the Product and the associated purchase experience submitted by Consumers together with aggregate information derived by Reevo from such Reviews or other information, including average scores or summaries of Reviews. Content may contain the first name and city/town location of Consumers but will not contain "personal data" within the meaning of section 1 of the Act. Content shall include syndicated reviews obtained by Reevo from its other customers and relating to products corresponding to the Products. In the event that Customer chooses to purchase additional subscription services from Reevo, the definition of Content will be expanded accordingly by the adoption of Additional Terms.

- 1.9 **"Customer"** means the entity identified as such in the Order Form.

- 1.10 **"Customer Website"** means any of Customer's website(s) set out in the Order Form.

- 1.11 **"Fees"** means the fees payable by Customer to Reevo in accordance with this Agreement and Order Form.

- 1.12 **"Go-Live Date"** means the earlier of:
 - (i) the date on which Reevo commences sending Requests to Consumers; and
 - (ii) Reevo Links or Reevo Trade Marks first appear on a Customer Website.

- 1.13 **"Intellectual Property Rights"** means all patents, rights in inventions, utility models, copyright and related rights, trademarks, service marks, trade names, business names, domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how,

trade secrets, supplier details and third party contacts) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- 1.14 **"Order Form"** means the completed order form (including any schedule to it) specifying the Services to be provided to Customer by Reevoo, the Fees payable by Customer and all other relevant details, executed on behalf of each party by a duly authorised representative, as amended from time to time during the Term.
- 1.15 **"Product"** means any item, accessory or service offered for sale by Customer on any Customer Website.
- 1.16 **"Product Information"** means technical information relating to a Product including but not limited to the Product name, product identification number (EAN) links to the Product pictures, links to the Product description and specification and such other information as Reevoo may reasonably require from time to time.
- 1.17 **"Purchase Information"** means information relating to a Consumer's purchase of a Product from a Customer Website including but not limited to the order number, product manufacturer, product model, product identification number (EAN), purchase price and time and date of purchase and such other information as Reevoo may reasonably require from time to time.
- 1.18 **"Reevoo"** means Reevoo Limited (formerly REVIEWORLD) a company incorporated under the laws of England (Company No. 05375593) whose registered office is at Walbrook Wharf, 78-83 Upper Thames Street, London EC4R 3TD and includes any of its affiliates as defined by the Companies Act 2006.
- 1.19 **"Reevoo Brand Guidelines"** means the written document supplied by Reevoo to Customer, as updated from time to time, setting out the rules governing Customer's use of the Reevoo Trade Marks on the Customer Website(s).

- 1.20 **"Reevo Trade Marks"** means the trademarks REVIEWORLD and REEVOO and all other trademarks identified on the Reevo Website.
- 1.21 **"Reevo Website"** means Reevo's website at www.reevo.com and all other websites owned by Reevo.
- 1.22 **"Reevo Link"** means a hypertext link displayed on a Customer Website the activation of which leads to the display, on the relevant Customer Website, of Content and/or a link to the Content in association with one or more of Reevo Trade Marks or Reevo Website.
- 1.23 **"Request"** means an email request sent by Reevo or on Reevo's behalf (by an established email deliverability agent) to a Consumer requesting the Consumer to write and submit a Review.
- 1.24 **"Review"** means a review of a Product and the associated purchasing experience provided by a Consumer pursuant to a Request.
- 1.25 **"Services"** means the services to be provided by Reevo to Customer full particulars of which, including the specification of the services and the Fees payable, shall be specified in the Order Form, in these Reevo Framework Terms and Conditions or in Additional Terms.
- 1.26 **"Term"** means the term of this Agreement as specified in the Order Form.
- 1.27 Where this Agreement specifies that the parties must evidence anything "in writing", the phrase shall be deemed to include email.

2 LICENCE GRANTS

- 2.1 Reevo hereby grants to Customer, and Customer accepts, a non-transferable, non-exclusive licence (without any right to grant sub-licences) to display and utilise the Reevo Links, Reevo Trade Marks, Content and Services subject to the terms of this Agreement and in accordance with the Reevo Brand Guidelines.
- 2.2 Customer hereby grants to Reevo a non-exclusive, royalty free licence for the Term to use and authorise the use of the Consumer Data, Product Information and Purchase Information in accordance with this Agreement.

3 CUSTOMER'S OBLIGATIONS

3.1 Customer shall during the Term:

3.1.1 keep any username and password for access to Reevo Analytics supplied to it or its staff confidential and inform Reevo of any unauthorised disclosure upon becoming aware of such;

3.1.2 ensure that the initial tranches of Product Information and Combined Information are provided in a timely manner as soon as practicable after the execution of this Agreement in order to enable Reevo to commence the provision of the Services;

3.1.3 provide Reevo, in a timely manner, with all such information and assistance as is reasonably required for Reevo for the proper performance of its obligations to implement the services as defined in the Order Form;

3.1.4 ensure that the content of the CustomerWebsite will not contain material that is obscene, offensive, blasphemous, defamatory or otherwise contrary to any applicable laws;

3.1.5 supply to Reevo on a monthly basis (or such shorter time period as is agreed in writing between the parties) one or more electronic files, in Reevo's standard format (as set out in Reevo Analytics), containing the Combined Information and the Product Information for the immediately preceding month (or such shorter time period as is agreed in writing between the parties);

3.1.6 display a Reevo Link on every primary Product page of the Customer Website where Reevo has obtained one or more Reviews for that Product (for the avoidance of doubt the Reevo Links will be served at the same time as the primary Product page);

3.1.7 ensure that its display of the Reevo Links and the Content comply at all times with the Reevo Brand Guidelines, such compliance being essential to the preservation of the character, distinctiveness and trustworthiness of the Reevo brand;

3.1.8 correct any errors in the Reevo Links or the Content displayed on the

Customer Website as notified by Reevo within three (3) Business Days of receiving such notification or otherwise becoming aware of any error;

- 3.1.9 comply immediately with any reasonable request from Reevo to remove any Reevo Links or Content from the Customer Website and otherwise comply with any reasonable request from Reevo to assist with any problem notified to it affecting the provision of Reevo's services;
- 3.1.10 refrain from modifying the Content or reverse engineering the Reevo Links;
- 3.1.11 display all available Reevo Links and associated Content that are available for any Product on each the Customer Website;
- 3.1.12 refrain from displaying any competitive service to Reevo on any Customer Website; and unless expressly permitted in the Order Form or Additional Terms, refrain from displaying the Reevo Links, Reevo Trade Marks and/or Content anywhere other than on a Customer Website, including, but not limited to, e-mails, television advertisements, publications, events and other offline media.
- 3.1.13 Customer agrees to serve as a customer reference to Reevo up to three (3) times during each calendar quarter, upon reasonable request.
- 3.1.14 Customer may issue a joint press release with Reevo announcing Customer's selection of the Services. The text of the press release will be subject to both parties' prior written approval, not to be unreasonably withheld or delayed.

4 REEVO'S RIGHTS AND OBLIGATIONS

- 4.1 Reevo shall during the Term:
 - 4.1.1 compile the Content and make it available to Customer for access from the Customer Website via the Reevo Links;
 - 4.1.2 submit Requests to Consumers within thirty (30) Business Days of receipt of the Combined Information or other such time as may be agreed in advance with Customer;
 - 4.1.3 take reasonable steps to ensure that the Reevo Links and the Content

do not contain any Personal Data or anything which is defamatory, incomprehensible or obscene;

- 4.1.4 provide Customer with appropriate confidential usernames and passwords to access Reevoo Analytics; and
- 4.1.5 use reasonable commercial endeavours to provide Customer with access to the Reevoo Links, the Content and Reevoo Analytics at all times other than during maintenance, upgrades or other downtime which is scheduled by, or beyond the control of, Reevoo.
- 4.1.6 Reevoo does not represent or warrant that access to the Reevoo Links, the Content or Reevoo Analytics will be continuous, timely or error free, that defects will be corrected, or that that the Reevoo Site is free from viruses or bugs. Reevoo reserves the right to remove, from the Content, any information submitted by any third party manufacturer, retailer or publisher in the event that the contract between Reevoo and the relevant third party expires or is terminated or the relevant third party ceases to submit such information;
- 4.1.7 Reevoo may distribute the whole or any part of the Content, and any anonymous market research data generated by or on behalf of Reevoo, to any third party, including but not limited to clients, market research companies, the customers and sponsors.
- 4.2 Reevoo may vary this Agreement at any time by posting an amended version of this Agreement in Reevoo Analytics. Such variations shall come into force thirty (30) days after being posted. The Customer's continued participation in the Services following such variations coming into force shall be deemed to constitute the Customer's acceptance of the amended Agreement. If the Customer does not want to be bound by the amended Agreement, it may terminate this Agreement by providing written notice to Reevoo.
- 4.3 Reevoo may issue a press release announcing Customer's selection of the Services. The text of the press release will be subject to Customer's prior written approval, not to be unreasonably withheld or delayed.
- 4.4 Reevoo may prepare and publish a case study of Customer's experience

of the Services. The text of the case study will be subject to Customer's prior written approval, not to be unreasonably withheld or delayed.

5 PROFESSIONAL SERVICES.

- 5.1 In addition to the services detailed under the Order Form, if so requested by Customer, Reevoo will provide Customer with bespoke software integration, development, customised reporting and consulting services ("Professional Services") at terms to be agreed to by the parties pursuant to a separate document detailing such ("Statement of Works" or "SOW"). Each SOW will specifically define the nature of the service and the deliverables associated with it ("SOW Services")
- 5.2 No SOW between the parties is effective unless agreed to by the parties, signed and attached hereto. All SOWs shall be a part of this Agreement bound by the terms hereof.
- 5.3 Reevoo shall provide qualified personnel, who have the appropriate technical and application skills, in the performance of the Professional Services. Each party shall assign a project manager who shall have the principal responsibility for overseeing and managing the performance by such party under this Agreement and who shall be the primary point of contact for providing and receiving communications from the other party in relation to the Professional Services. The parties may substitute other persons in this position upon prior notice to the other party.
- 5.4 Reevoo shall have the sole right to determine the method, details and means of performing the Professional Services. Customer will be entitled to exercise broad general powers of supervision and control over the results of the Professional Services to ensure satisfactory performances. Reevoo will make best efforts to accommodate Customer's work schedule requests to the extent possible. In no event will Reevoo be liable for a failure to accommodate Customer's scheduling requests. It is mutually acknowledged that changes in the SOW may be desirable, in light of actual experience gained in the course of providing services or as the Customer redefines its needs. Accordingly, either party shall be entitled to propose changes to such terms by written notice to the other party. The parties agree to consider such proposed changes in good faith, and to

make a good faith effort to accept equitable adjustments where appropriate to accomplish the mutual objectives of the parties. No changes will be effective unless such changes are reduced to a written amendment or superseding SOW, signed by both parties.

- 5.5 Customer shall have the sole right to determine the success or otherwise of the Acceptance Testing upon completion of the SOW. "Acceptance Testing" means testing of the SOW Services as defined in the SOW by Customer with such assistance and support as is necessary from Reevo's personnel, for the purpose of verifying that the deliverables defined in the SOW meet the Acceptance Criteria. "Acceptance Criteria" means conformance to and performance in accordance with the criteria as contained in the SOW and agreed by the parties and successfully completing any transaction test scenarios, response times and volume requirements determined by Customer's technical personnel. After the SOW Services are delivered to Customer and ready for launch and/or use by Customer, Customer will commence Acceptance Testing. "Acceptance" shall occur when Customer verifies that the SOW Services satisfy the Acceptance Criteria.
- 5.6 Customer shall pay Reevo the fees specified in the applicable SOW in accordance with clause 6, Any revision of the fees must be mutually agreed upon by the parties and set forth in a written amendment to the applicable SOW, which must be signed by both parties. Except as otherwise agreed in the SOW, Customer shall reimburse Reevo for all reasonable out-of-pocket costs and expenses, including travel, travel time, lodging and meals, incurred while performing the Professional Services.
- 5.7 All rights, title and interest to the software and any enhancements or modifications thereto or derivative works thereof shall be and remain the property of Reevo. All rights, title and interest to subroutines, programs, source and object code, systems, data, and materials; copyrights, patents and other intellectual property, furnished by Reevo or used by Reevo to provide the Professional Services shall remain the property of Reevo. All rights, title and interest to the Customer's proprietary processes shall remain the property of Customer. Any modifications to the Reevo

processes and procedures, which are created or provided in connection with the Professional Services, shall be deemed to be part of the Services as defined in this Agreement, and Customer's right to use the modifications shall be governed by this Agreement.

- 5.6 Each SOW shall commence on the effective date of the SOW and continue until Acceptance of SOW Services set forth in the applicable SOW, unless such SOW is terminated in accordance with the provisions below; provided, however, that either party may terminate a SOW by providing not less than ninety (90) days prior written notice to the other party. A SOW may be terminated by either party upon a breach by the other party of any material term of the SOW, which breach is not cured within ten (10) days of receipt of written notice thereof, or such longer period as may be mutually agreed by the parties. Following termination of a SOW, Customer shall, within ten (10) days of such termination, pay Reevoo for all Professional Services performed through and including the date of termination for the applicable SOW according to the fees and rates set forth in the applicable SOW.

6 FEES

- 6.1 In consideration of Reevoo's fulfilment of its obligations under this Agreement, Customer agrees to pay to Reevoo the Fees in accordance with the basis upon which they accrue and as per the invoicing and payment schedule set out in the Order Form. The Fees do not include VAT which shall be payable in addition.
- 6.2 The Fees are broken down into three elements on the Order Form and unless stated otherwise on the Order Form:
- 6.2.1 Implementation Fee which will accrue over the period between the date of this Agreement and the Go-Live Date;
- 6.2.2 Licence Fee which is fully accrued upon grant of Licence; and
- 6.2.3 Service Fee which will accrue according to the period over which the Consumer transactions that result in a Request have originated.

6.3 Reevoo's invoices shall be payable within 30 days of the date of the invoice. Reevoo may charge interest on any late payment from the due date for payment until payment is received in full at the maximum rate applicable under law.

6.4 Upon the first and each subsequent anniversary of the execution of this Agreement, Reevoo shall be entitled to increase the Fees by the increase in the Consumer Prices Index over the previous twelve months as published by the Office for National Statistics, plus 2%.

7 DATA PROTECTION

The parties shall comply with the provisions of the Data Protection Schedule attached hereto as Schedule A.

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8 INTELLECTUAL PROPERTY RIGHTS

8.1 Each party hereby reserves all rights not expressly granted to the other party pursuant to this Agreement.

8.2 Customer agrees to notify Reevoo promptly of any known or suspected infringement of Reevoo's Intellectual Property Rights and to provide Reevoo with all information it may reasonably request in connection with the prosecution of any infringement action or other litigation in relation to its Intellectual Property Rights Right.

8.3 Reevoo warrants that, to the best of its knowledge and belief, Customer's receipt of the Services and its display of the Reevoo Links and the Content

on the Customer Website in accordance with this Agreement will not infringe the Intellectual Property Rights Right of any third party.

8.4 All Intellectual Property Rights in the Reevo Trade Marks, the Reevo Links and the Content are and shall remain the exclusive property of Reevo or its licensors and Customer shall not acquire any proprietary rights therein.

8.5 All Intellectual Property Rights in the Consumer Data, the Purchase Information and the Product information is and shall remain the exclusive property of Customer or its licensors and Reevo shall not acquire any proprietary rights therein.

9 LIMITATION OF LIABILITY

9.1 The following provisions set out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and subcontractors) to the other in respect of: (a) any breach of this Agreement; (b) any use made by Customer of the Services, the Reevo Links, the Content, the Professional Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.3 Neither party shall be liable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise for: (a) loss of profits; (b) loss of business; (c) depletion of goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) any special, indirect or consequential loss or damage.

9.4 Both parties' total aggregate liability under this Agreement arising in connection with the performance or contemplated performance of this Agreement in any twelve (12) month period, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the to the total Fees paid by

Customer to Reevoo in a twelve (12) month period.

- 9.5 Nothing in this Agreement limits or excludes either party's liability for: (a) death or personal injury caused by the relevant party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be excluded or limited.

10 CONFIDENTIALITY

- 10.1 Each party agrees with the other that it will, except as permitted under this Agreement, maintain as confidential and will not make any unauthorised use of any private or confidential information about the other party including but not limited to its business, business plans or projections, members, customers, products, promotions, or its private and financial affairs.

- 10.2 The provisions of clause 10.1 above shall not apply to:

10.2.1 any information in the public domain, except where it has entered the public domain as a result of a breach of this Agreement;

10.2.2 information obtained by a third party who is free to divulge the same without any obligation of confidentiality;

10.2.3 information required to be disclosed by law or in order for a party to this Agreement to meet its obligations hereunder;

10.2.4 any disclosure by Customer or Reevoo to its professional advisors, any regulatory authority or statutory auditors; or

10.2.5 any disclosure required by an order of any court of competent jurisdiction, or in pursuance of any procedure for disclosure of documents in any proceedings before any such court, or pursuant to any law or regulation having the force of law in any country.

11 TERM AND TERMINATION

- 11.1 This Agreement shall commence with effect from the date of execution of the relevant Order Form and shall continue thereafter until expiry of the term stated in the Order Form, such term commencing on the Go-Live

Date ("Initial Term"). This Agreement shall (except where terminated earlier as set out in the remainder of this clause 11 or in accordance with any Additional Terms) automatically renew for a further period of twelve (12) months (each a "Renewal Period") upon expiry of the Initial Term (or any Renewal Period) unless Customer provides Reevo with written notice of non-renewal at least two months prior to the date of expiry of the Initial Term (or the then current Renewal Period).

- 11.2 This Agreement may be terminated in any of the following circumstances:
 - 11.2.1 by either party immediately upon notice in writing to the other in the event that other party is in breach of its obligations under this Agreement and, in the case of a breach which is not persistent and can be remedied, that party has not remedied such breach within 10 Business Days of receipt of a written notice specifying the breach and requiring its remedy; or
 - 11.2.2 by either party immediately upon notice in writing in the event that the other party goes into compulsory or voluntary liquidation (except for the purposes of solvent reconstruction or amalgamation) or a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or in the event that it makes an assignment for the benefit of or composition with its creditors generally or engages in or suffers any similar procedure in any jurisdiction.
- 11.3 Termination of this Agreement shall be without prejudice to any accrued action of either party.
- 11.4 Clauses 1, 6, 8, 9, 10, 11.4, 14 and 15 shall survive termination or expiry of this

12 CONSEQUENCES OF TERMINATION

- 12.1 Immediately upon termination or expiry of this Agreement for whatever reason:
 - 12.1.1 the licences granted pursuant to clause 2 above shall terminate save that Reevo shall be entitled to: (a) retain and use copies of generic product identification information made available generally by product manufacturers; and (b) continue to distribute anonymous market research

data in accordance with clause 4.3 above;

12.1.2 Customer shall remove all Reevo Links and Content from the Customer Website;

12.2 Customer shall pay all outstanding amounts immediately; and

12.3 Reevo shall destroy all Consumer Data in its possession.

13 NOTICES

13.1 Any notice under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the Order Form. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 09.00 on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission provided that no message is received by the sender evidencing a delivery failure.

14 DISPUTE RESOLUTION

14.1 In the event of any dispute or difference arising out of or in connection with this Agreement which the parties cannot resolve by amicable negotiation within 6 weeks of the onset of the dispute, the parties agree prior to any litigation first to try in good faith to settle the dispute or difference by mediation in accordance with the Mediation Rules published by the Centre for Effective Dispute Resolution ("CEDR"). In the absence of agreement as to the appointment of the mediator, the mediator shall be nominated by CEDR. The parties agree to bear equally the administrative costs of the mediation and the mediator's fees. Each party further agrees to bear its own fees and costs. The venue for any mediation shall be England. Nothing in this Agreement shall prevent either party from seeking equitable relief (including without limitation injunctive relief) from

any court of competent jurisdiction.

15 GENERAL

15.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

15.2 Reevo shall have no liability to Customer under this Agreement if it is prevented from, or delayed in, performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Reevo or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

15.3 A person who is not a party to this Agreement shall not have any rights under or in connection with it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.

15.4 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15.5 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary

to give effect to the commercial intention of the parties.

- 15.6 Customer shall not, without the prior written consent of Reevoo, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, such consent not to be unreasonably withheld or delayed. Reevoo may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.7 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.8 This Agreement constitutes the entire and only agreement between the parties in relation to its subject matter and replaces and extinguishes all prior or simultaneous agreements, undertakings, arrangements, understandings or statements of any nature made by the parties or any of them whether oral or written (and, if written, whether or not in draft form) with respect to such subject matter. Each of the parties acknowledges that they are not relying on any statements, warranties or representations given or made by any of them in relation to the subject matter of this Agreement, save those expressly set out in this Agreement, and that they shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement save to the extent that they arise out of the fraud or fraudulent misrepresentation of another party.
- 15.9 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. Subject to clause 14 above, the parties irrevocably agree that the courts of England 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).

Schedule A

DATA PROTECTION SCHEDULE

1. DEFINITIONS

1.1 In this Agreement the following words and expressions have the have the following meanings:

“Consumer” means a person who has purchased a products and/or services from the Customer.

“Consumer Content” means any text, photo, video or other content provided by a Consumer in the course of participating in Customer Services.

“Consumer Information” means the first names and email addresses of Consumers.

“Consumer Panel” means the service where Reevo contacts Consumers asking them to agree to be contacted by Reevo to provide Consumer Content for other products and services.

“Conversations” means the service where Reevo contacts asking them to agree that they are willing to be contacted, online, by Reevo to answer questions about products and/or services that they have purchased from the Customer.

“Customer Services” means:
(i) Ratings and Reviews;
(ii) Experiences;
(iii) Conversations, where provided on behalf of the Customer; and
(iv) Consumer Panel, where provided on behalf of the Customer,
or, as the context requires, any of them.

“Data Protection Laws” means:
(i) the EU Data Protection Directive (Directive 95/46/EC), the Data Protection Act 1998 and The Privacy and Electronic Communications (EC Directive) Regulations 2003;
(ii) the EU General Data Protection Regulation (Regulation (EU) 2016/679); and
(iii) any other data protection laws and regulations, orders and any codes of practice, guidelines and recommendations issued by the Information Commissioner’s Office or any replacement or equivalent body, as amended and in force from time to time.

“Effective Date” means the date of this Agreement.

“Experiences”	means the service where Reevo contacts Consumers inviting them to provide Consumer Content, around their experience of a product and/or service that they have purchased from the Customer.
“Ratings and Reviews”	means the service where Reevo contacts Consumers inviting them to complete a review questionnaire in respect of the products and/or services that they have purchased from the Customer.
“Regulator”	means any regulatory body with responsibility for ensuring compliance with Data Protection Laws.
“Security Breach”	means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under the Agreement or breach of Reevo’s security obligations under the Agreement.

- 1.2 When used in this Agreement, the terms **“controller”**, **“processor”**, **“processing”**, **“personal data breach”** and **“personal data”** have the meanings given to them in Data Protection Laws.

2. THE DATA PROCESSING SERVICES

- 2.1 During the term of the Agreement, the parties acknowledge and agree that:
- (a) the Customer will provide Reevo with Consumer Information and Reevo will process and store such Consumer Information for the purposes of providing the Customer Services;
 - (b) if a Consumer provides Consumer Content in the course of participating in Customer Services, Reevo may use the Consumer Information to manage the relevant Customer Services;
- 2.2 The parties acknowledge and agree that, in respect of any personal data processed in connection with:
- (a) Customer Services, the Customer shall be the controller and Reevo shall be the processor.
- 2.3 Each party acknowledges and agrees that it has rights and obligations under applicable Data Protection Laws.

3. REEVO’S OBLIGATIONS AS A PROCESSOR

- 3.1 Reevo agrees to comply with its obligations under applicable Data Protection Laws in respect of the processing of personal data under or in connection with the Agreement.
- 3.2 Where Reevo processes personal data acting in its capacity as a processor, Reevo shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data in connection with the Agreement:

- (a) process the personal data only to the extent, and in such a manner, as is necessary for the purposes of the Agreement and in accordance with the Customer's lawful written instructions from time to time and Reevo shall not process, nor permit the processing, of the personal data for any other purpose unless such processing is required by European Union law or the law of a Member State to which Reevo is subject in which case Reevo shall notify the Customer in advance of its intention to carry out such processing and allow the Customer the opportunity to object;
- (b) ensure the reliability of all its personnel who have access to the personal data and, in particular, shall ensure that any person authorised to process personal data in connection with the Agreement is subject to a duty of confidentiality;
- (c) provide the Customer, at the Customer's own expense, with reasonable co-operation and assistance in relation to the Customer's obligations and rights under Data Protection Laws, including providing the Customer and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate Security Breaches, carry out privacy impact assessments and/or otherwise to demonstrate compliance by the parties with Data Protection Laws, and assisting the Customer by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
- (d) implement and maintain technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data which comply with ISO/IEC27001:2013 (or equivalent).
- (e) promptly notify the Customer, and provide such co-operation, assistance and information as the Customer may reasonably require, if Reevo:
 - (i) receives any complaint, notice or communication which relates to the processing of the personal data under the Agreement or to either party's compliance with Data Protection Laws; and/or
 - (ii) becomes aware of any Security Breach unless the personal data breach is unlikely to result in a risk to the Consumer;
- (f) keep a written record of all processing of personal data carried out in the course of the Services and provide the Customer, its third-party representatives (who are not competitors of Reevo) or a Regulator, a copy of Reevo's most recent audit results to demonstrate Reevo's compliance with its obligations as a processor under this Agreement; and
- (g) destroy or, if required by the Customer and at the Customer's cost, return all personal data that it processes acting on behalf of the Customer and has in its possession and delete existing copies of such data unless applicable law requires storage of the personal data.

4. APPOINTMENT OF SUB PROCESSORS

4.1 Where Reevo processes personal data acting in its capacity as a processor, Reevo may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "**Sub processor**"), provided that Reevo:

- (a) notifies the Customer of any new or replacement Sub processors. If the Customer objects to the appointment of a new or replacement Sub processor, it shall notify Reevo within five (5) Business Days. The Customer shall be deemed to have accepted the Sub processor if Reevo does not receive an objection within five (5) Business Days. If the objection cannot be resolved by the parties within ten (10) Business Days of receipt of the Customer's written objection,

Reevo may on written notice to the Customer immediately terminate the Agreement without liability;

- (b) enters into a written contract with the Sub processor that:
 - (i) requires the Sub processor to implement appropriate technical and organisation measures in compliance with the Data Protection Laws; and
 - (ii) terminates automatically on termination or expiry of the Agreement for any reason; and
- (c) remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of Reevo (except to the extent caused or exacerbated by the Customer).

4.2 As at the date of the Agreement, the Customer consents to Reevo using the following Sub Processors for the purpose of performing its obligations under the Agreement:

- (a) Amazon Web Services, EU West one (1) availability zone is Dublin, Ireland; and
- (b) Email Centre, Canary Wharf, London.

5. EX EEA TRANSFERS

5.1 Where Reevo processes personal data acting in its capacity as a processor, to the extent that Reevo is required to transfer personal data pursuant to the Agreement to a territory outside of the European Economic Area (“**EEA**”) that does not have a finding of adequacy by the European Commission, the parties shall execute or procure the execution of the standard contractual clauses set out in the Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in countries outside of the EEA under Directive 95/46/EC (“**Model Clauses**”) unless the parties agree another more appropriate lawful data transfer mechanism exists. The parties agree that if the Model Clauses (or agreed alternative mechanism) cease to exist or are no longer considered by both parties to be a lawful method of transferring personal data outside of the EEA, the parties shall have a good faith discussion and agree an alternative lawful transfer mechanism and Reevo may cease or procure that the relevant third party cease the processing of personal data until such time as the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner.

6. REEVO’S OBLIGATIONS AS A CONTROLLER

6.1 Where the Customer shares personal data pursuant to the Agreement with Reevo and Reevo processes such personal data as a data controller in common with the Customer, Reevo shall comply with its obligations under applicable Data Protection Laws.

7. THE CUSTOMER’S OBLIGATIONS

7.1 The Customer agrees to comply with its obligations under applicable Data Protection Laws in respect of the processing of personal data under or in connection with the Agreement and shall ensure that Reevo is lawfully permitted to process personal data on its behalf as anticipated by the Agreement. In particular, the Customer shall ensure that either:

- (a) all Consumers have given lawful consent to receive communications, including email communications, from Reevo, where Reevo is acting on behalf of the Customer for the purposes set out in this Agreement. The Customer shall, when

requested by Reevo, provide evidence in writing that it has lawfully obtained such consent from the Consumer and explain the method used; or

- (b) the Customer decides in its discretion and at its risk to rely on its legitimate interests as defined in the Data Protection Laws rather than obtaining consent from Consumers.

8.2 All data made available to Reevo by or on behalf of the Customer in connection with the Agreement is accurate, up to date, complete and clearly labelled.

8. INDEMNITIES

8.1 Each party (the “**indemnifying party**”) shall indemnify the other party (the “**indemnified party**”) on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of the indemnifying party’s breach of any of its obligations under this Agreement (“**Claims**”).

8.2 The indemnifying party’s obligations under clause 9.1 are subject to the indemnified party:

- (a) giving the indemnifying party prompt written notice of any Claims;
- (b) allowing the indemnifying party to control the defence and settlement of the Claims; and
- (c) providing the indemnifying party with all information and assistance for defence and settlement of the Claims.

8.3 The indemnifying party shall pay any settlement costs and damages awarded after final and enforceable judicial decision, but shall not be responsible for any settlement or compromise of the Claims made without its consent (which consent will not be unreasonably withheld, conditioned or delayed).

8.4 Notwithstanding anything else in the Agreement, any exclusions and/or limitations in respect of the indemnifying party’s liability under or in connection with the Agreement shall not apply to this clause 8.

9. PRIVACY OFFICER

9.1 Reevo has appointed a privacy officer who can be contacted at legal@reevo.com, FAO Reevo Privacy Officer in respect of any question relating to personal data in respect of this Agreement.