

EXTU THROUGH CHANNEL MARKETING EXPERT AGREEMENT

THIS EXTU TCM EXPERT AGREEMENT (“TEA”) GOVERNS YOUR USE OF OUR EXTU TCM EXPERT PRODUCT AND SERVICE. THIS TEA IS BETWEEN YOU AND EXTU, INC., LOCATED AT 4170 ASHFORD DUNWOODY ROAD, STE 250, ATLANTA, GA 30319, UNITED STATES OF AMERICA.

IF YOU PURCHASE SERVICES FROM US, YOUR PURCHASE AND ONGOING USE OF THOSE PURCHASED SERVICES WILL BE GOVERNED BY OUR [MASTER SERVICE AGREEMENT](#), AND YOU HEREBY AGREE TO SUCH MASTER SERVICES AGREEMENT.

BY ACCEPTING THIS TEA, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING AN ORDER FORM OR A STATEMENT OF WORK THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS TEA. IF THE INDIVIDUAL ACCEPTING THIS TEA IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE INDIVIDUAL ACCEPTING THIS TEA DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS TEA AND MAY NOT USE THE SERVICES.

1. Definitions

All capitalized and defined terms shall have the meaning prescribed to them in this Section 1, unless the term is defined separately in this TEA. If the term is separately defined in another Section, that definition shall govern the term’s use throughout that Section, unless otherwise stated. Should there be any inconsistency between the definition prescribed in this Section 1 and a definition provided elsewhere in this TEA, the definition provided to that term in subsequent sections of this TEA shall govern the term’s use in that particular section; however, the term’s use in other sections shall be given the meaning prescribed in this Section 1. All definitions shall again be defined in-line where relevant.

“**Account**” means an online account made available to You by Extu to enable You to access and use the Services.

“**Anti-Spam Laws**” means all applicable Laws in relevant jurisdictions regulating the transmission of electronic messages.

“**Confidential Information**” means information received from or relating to the Disclosing Party (a) which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information includes, but is not limited to; all trade secrets, ideas, know-how, concepts, methods of working, management, operations, procedures, financial and business

information whether in writing or otherwise relating to the parties, but does not include information that is in the public domain for reasons other than unauthorized disclosure.

“Data Controller” means the entity which determines the purposes and means of the Processing of Personal Information or any other meaning given to that term or any similar term in any applicable Privacy Laws, including the term “responsible party”.

“Data Processor” means the entity which processes Personal Information on behalf of the Data Controller or any other meaning given to that term or any similar term in any applicable Privacy Laws.

“Data Subject” means an identified or identifiable natural person or any other meaning given to that term or any similar term in any applicable Privacy Laws and includes Subscribers.

“Derived Data” means statistical, behavioral and performance-based data (which may contain PII, interests and preferences of Subscribers) collected through the use of cookies, web beacons, and other tracking or monitoring technologies.

“Disclosing Party” means the Party that provides Confidential Information to the other Party.

“Distribution Email Addresses” means an email address associated with a distribution list that enables a person to send an email to multiple recipients by sending that email to the single email address associated with the distribution list.

“Effective Date” means the earlier of the date You submit a valid and complete Registration Form requesting Services from Extu or the date You commence using the Services.

“Fees and Charges” means the Subscription Fee and any other applicable fees and charges payable by You to Extu from time to time for the Services.

“Insolvency” means You are, or are at the risk of being, unable to pay Your debts as they become due, and includes any form of bankruptcy or administration.

“Intellectual Property Rights” means all existing and future property, rights, title and interests (both legal and beneficial) in intellectual property throughout the world, including property, rights, title and interests in relation to any copyright, patents, inventions, designs, trademarks, domain names, trade secrets, know-how, and all other intellectual property as defined in Article 2 of the convention establishing the World Intellectual Property Organization 1967 (whether registered or unregistered), and any application or right to apply for registration of any of those property, rights, title and interests.

“Lead Generation” means the generation of marketing leads, including through the purchase of leads from third party suppliers and/or the generation of leads by Extu.

“Lead Qualification” means contact, which may be by email or phone, with Your Subscriber in relation to a good or service contained in the Marketing Materials or Linked Pages, to determine

whether the Subscriber is likely to follow through with any sales or transactions of goods or services.

“Linked Pages” means any webpages produced by Extu as part of the Services that may be linked in the Marketing Material.

“Marketing Material” means marketing material produced by Extu as part of the Services, which may include content, information, display advertising, promotions, coupons, links to Linked Pages, Sponsor Content and other Third Party Content.

“Extu (also we, us, our)” means the Extu entity in the territory where You are located. If You are in Australia, New Zealand or Singapore, this is Finnigan Investments (Australia) Pty Limited ABN 70 155 747 765, of Suite 1007, Level 10, 109 Pitt Street, Sydney New South Wales, Australia. If You are in the United Kingdom or the European Economic Area, this is Extu Limited of Herschel House, 58 Herschel Street, Slough SL1 1PG, United Kingdom. If You are in Canada or the USA, this is Extu, Inc., a Georgia, USA limited liability company.

“Outbound Calling Laws” means all applicable Laws in relevant jurisdictions regulating outbound telemarketing calls.

“Permitted Recipients”: The parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement, which in the instance of Extu, will mean, without limitation, all those third parties set out in clause 5.8.

“Personally Identifiable Information” or **“PII”** means any information relating to an identified or identifiable natural person (an identifiable natural person being someone who can be identified directly or indirectly by reference to unique identifiers or other personal factors) or any other meaning given to that term or any similar term in any applicable Privacy Laws.

“Privacy Laws” means any and all applicable laws, regulations, statutes, directives and/or legally binding rules, orders and other requirements of any international, federal, state, provincial or local governmental authority (and any amendments or successors thereto) relating to the processing of personal data/information, data protection and/or privacy to which a party to the Agreement is subject and which are applicable to the Services. Where relevant to Your obligations, when assessing “applicability”, You will take into account the Privacy Laws relating to both the jurisdiction where You are using the Services and the jurisdiction where Your Subscriber resides.

“Processing” and its derivatives includes any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, or any other meaning given to that term or any similar term in any applicable Privacy Laws.

“Recipient Party” means the Party that receives Confidential Information from the Disclosing Party.

“**Registration Form**” means any form, including an electronic form, You complete in requesting Services from Extu, together with the information provided in them and any variations to the Registration Form agreed by Extu. All Registration Forms are taken to incorporate and will be subject to and governed by these T&Cs.

“**Site**” means a website owned and operated by Extu, including Extu.com.

“**Sponsor**” means in addition to the entity, person, or individual identified in the preamble of this Agreement, Sponsor shall also mean any and all subsidiaries, affiliates, partners, officers, independent contractors, agents, or any other person who engages Extu to include their content or links into the Marketing Material or Linked Pages delivered by Extu on Your behalf as part of the Services.

“**Sponsor Content**” means content, information, or links that promote Sponsor products or services.

“**Services**” means any services that You are provided with by Extu under this Agreement, including the development and provision of Marketing Materials and Linked Pages; the digital marketing and analytics services provided as software available as a service via a Site for delivery of Marketing Materials on Your behalf; the provision of insights about Subscribers; the conduct of Lead Qualification (if selected); the conduct of Lead Generation (if selected); and other services made available by Extu, accessible via a Site, or Extu’s third party service providers.

“**Subscriber**” means an individual about whom You process PII and to whom You send Marketing Material, or otherwise engage or communicate with via the Services.

“**Subscriber Lists**” means the lists of Subscribers You upload to the Site, provide to Extu, or make available to Extu to receive Marketing Materials, but does not include any Derived Data.

“**Subscription Fee**” means if applicable, the monthly fee payable by You in advance to Extu for Your access to and use of the Services.

“**Term**” means the period as defined in clause 2 of these T&Cs and includes any renewed Terms.

“**Third Party Content**” means content, information, data, text, graphics, images, videos, audio, links, advertising, or other materials incorporated into the Services, Marketing Material, Linked Pages or Sites that are not owned by Extu or are Sponsor Content.

“**You**” or “**Your**” means the entity entering into the Agreement, as identified on the Registration Form.

2. Your Use of the Services

2.1 You agree to use the Services in a manner consistent with the TEA and an applicable laws.

2.2 You are responsible for providing Your own internal facilities (including if applicable; terminal, servers, software, SQL database licenses, modem and telecommunications facilities or services) necessary for accessing the Services. Extu accepts no responsibility for any deficiency in Your internal access facilities or services.

2.3 You must have an Account in order to access the Services and abide by the Terms of Service for having said Account.

2.4 You will appoint a primary contact representative for the Services (“Primary Contact”). The Primary Contact shall be authorized to settle any disputes or issues under this TEA on Your behalf.

2.5 You shall ensure that Your Account information is accurate and up to date at all times. You shall keep any passwords or other security credentials used to access and use the Services confidential and secure.

2.6 You further agree that You will NOT:

- 2.6.1 Post or transmit any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, hateful, or racially or ethnically or otherwise objectionable;
- 2.6.2 encourage conduct that is criminal, would give rise to civil liability or would otherwise violate any Law;
- 2.6.3 impersonate a person or entity or falsely state their affiliation with a person or entity;
- 2.6.4 upload, post, transmit or otherwise make available any content that infringes the rights of another party including rights under Privacy Laws, trademarks, copyright, and any other Intellectual Property Rights;
- 2.6.5 advertise or perform any commercial or other form of solicitation that is in breach of any Law or not authorized by Extu by Extu under the Agreement;
- 2.6.6 reproduce, communicate, or send Marketing Material (including images and photographs) at all or through another service including email, without express, written consent;
- 2.6.7 engage in conduct that is misleading or deceptive or likely to mislead or deceive any Subscriber or make any false or misleading statement in connection with a product or service of a Sponsor;

- 2.6.8 make any representations regarding Extu, on Extu's behalf, or about any of the Services without the prior written consent of Extu;
- 2.6.9 engage in any activity that interferes with or disrupts the Services or attempt to gain unauthorized access to the Services (including the servers and networks that are connected to the Services), including uploading, transmitting, or otherwise make available any harmful or malicious code, files, scripts, agents, programs, or the like designed or intended to have, or capable of performing or facilitating, any of the following functions: disrupting, disabling, harming, corrupting, or otherwise impeding in any manner the security, integrity, operation or functionality of, or providing unauthorized access to, a computer system, database or network (or other device on which such code is stored or installed) including but not limited to viruses, worms, time bombs, and Trojan horses;
- 2.6.10 attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the Services.

2.7 You agree to notify Extu immediately of any complaints, claims, disputes or requests for access, rectification, or deletion received from any person, including any Subscriber, regulator, attorney general or government agencies or bodies, relating to; (i) the Services, (ii) the transmission of electronic messages in connection with the Services; or (iii) a Subscriber's PII. You agree to take all reasonable steps to assist Extu with resolving such complaints or claims.

3. Marketing Material – Expectations and Obligations

3.1 In providing the Services, Extu will produce and deliver the Marketing Materials on Your behalf to designated Subscribers and, dependent upon any subsequent SOW, conduct Lead Qualification and/or Lead Generation.

3.2 If your Services are Sponsor funded, the Marketing Materials and/or Linked Pages developed for your program will contain Sponsor Content. By agreeing to this TEA, you are representing to Extu that sending any Marketing Materials containing Sponsor Content does not breach any other agreement or Law applicable to You.

3.3 ONCE THE MARKETING MATERIAL HAS BEEN DELIVERED TO YOU FOR REVIEW, YOU HAVE 48 HOURS TO NOTIFY EXTU OF ANY ERROR OR OTHER NEED TO CANCEL THE DELIVERY TO THE SUBSCRIBERS. FAILURE BY YOU TO PROPERLY NOTIFY EXTU WITHIN THOSE 48 HOURS WILL RESULT IN THE MARKETING MATERIAL BEING SENT TO THE SUBSCRIBER LIST AS-IS.

3.4 It is at Extu's discretion to include Extu related trademarks, logos, copyright, or other proprietary notices or labels in the Marketing Materials. Should Extu exercise its discretion to do so, You may not request edits or omissions to those specific inclusions. You shall not refuse or reject the Marketing Material on the basis of these inclusions.

3.5 For Sponsor funded Marketing Material, you shall not request edits or omissions of Sponsor related Content.

3.6 In consideration that different email platforms display data dependent upon their own limitations, Extu agrees to make every reasonable effort to ensure, but not guarantee, that Marketing Materials sent through the Services will look consistent across all email platforms.

4. Subscriber Lists – Expectations and Obligations

4.1 In order for Extu to properly provide the Services, You must provide to Extu the list of companies, clients, prospects, or other individuals (“Subscribers”) with which you require to receive the Marketing Materials (collectively, “Subscriber List”).

4.2 In agreeing to this TEA, you are warranting that the Subscriber Lists You provide to Extu are owned by You, or You have the right to use and distribute them; that they have been compiled in accordance with all applicable Laws; and that their use does not infringe upon any Intellectual Property Rights, Privacy Laws, or other rights of any kind.

4.3 You shall maintain and update the Subscriber Lists when appropriate to ensure that all information is current and accurate. Extu may, from time to time, assist in keeping Subscriber Lists current and to ensure that any Subscribers that unsubscribe from the Services are properly removed.

4.4 You shall ensure that the Subscriber Lists do not contain government related identifiers, financial account numbers, health information, criminal records, or other sensitive or “special category” information, as defined by any applicable Privacy Law.

4.5 It is Your obligation to ensure that any Subscriber List does not contain any Distribution Emails Addresses email addresses, or other PII copied or scraped from the internet or newsgroups; purchased, loaned, or rented list; or other PII that were obtained without either (i) explicit consent from the email recipient that complies with Anti-Spam Laws and Privacy Laws, or (ii) another lawful basis for collection and disclosure to Extu for the purposes of providing the Services.

4.6 You may unsubscribe any Subscribers from receiving Marketing Materials at any time.

4.7 Except as otherwise permitted in this TEA, Extu shall not disclose Your Subscriber List to any Sponsor without Your prior written consent.

4.8 Extu may disclose Your Subscriber Lists to Extu third-party service providers for the purposes of fulfilling the Services which may include, but are not limited to; (i) helping to deliver, administer, host, and support the Service’s functions and activities; (ii) maintaining the Sites, Linked Pages, Marketing materials, and corresponding databases, and/or (iii) conducting data analysis, serving advertising, providing IT services, data processing, storage and backup and telemarketing services.

4.9 You acknowledge that by sharing Your Subscriber Lists to Extu, that the lists will remain Your property and all Intellectual Property Rights in the Subscriber List shall remain vested in You. You are solely responsible for protecting Your Subscriber Lists against unexpected data corruption or loss. Extu accepts no responsibility for any data loss that affects Your Subscriber list. You grant Extu the right to use, disclose, reproduce, and access the Subscriber Lists for the purposes of fulfilling the Services.

5. Subscriber Derived Data

5.1 You acknowledge and agree to Extu collecting Derived Data from Your Subscriber's engagement with the Marketing Materials and other Services. Extu shall be the sole and exclusive owner of this Derived Data and may collect, segment, analyze, and compile this Derived Data at its discretion.

5.2 In some circumstances, the information obtained from the Derived Data may be redundant, or identical to the information contained in the Subscriber Lists. In such cases, for the avoidance of doubt, You shall grant Extu an irrevocable, world-wide, non-exclusive, royalty free license to use, disclose, reproduce, and access such information.

6. Potential Results the Marketing Materials and Lead Generation Efforts

6.1 Extu does not warrant or guarantee a positive return by Your use of the Services. In no way can Extu guarantee that a Subscriber will act on or follow through with any sales or transactions of products and services or the availability of a product or service contained in the Marketing Materials or Linked Pages.

6.2 Where the Services are funded by a Sponsor, You shall provide Extu with the details of Your sales and transaction stemming from the Services ("Sales and Transactions Data") for the purpose of validating the effectiveness and performance of those Services. Additionally, Extu may share this Sales and Transactions Data with the funding Sponsor for these same purposes.

6.3 Upon seven (7) days notice to You, Extu may share with Sponsors information regarding any leads generated through the provision of the Services under the following circumstances.

6.3.1 It is necessary to enable a Sponsor to verify the effectiveness of any part of the Services it is sponsoring; and/or

6.3.2 The Sponsor requires such information as a condition of sponsoring or continuing to sponsor any part of the Services. In the event of either, the sharing of such information is only for the purpose of validating the performance of that part of the Services which the Sponsor is sponsoring and appropriate contractual protections are in place between Extu and the Sponsor in respect of such sharing.

6.4 In respect to Lead Generation, Extu shall match leads to You based on mutually agreed criteria after which you must add the matched lead to Your marketing database. In the case of a lead provided by a third-party supplier, You shall comply with any conditions imposed by said third-party supplier which Extu shall provide to you. Failure to agree to or comply with such conditions, You will not be permitted to use the leads and, if you have already received them, you must delete them from your systems and confirmed that you have done so.

6.5 Nothing in this TEA shall restrict Extu's right to share aggregate and/or anonymized information with Sponsors.

7. Payment Terms

7.1 For Services which are fully funded by a Sponsor, no Subscription fees shall be payable by You. For all other Services, You agree to pay a monthly subscription fee to Extu in accordance with any applicable Statement of Work.

7.2 Fees and Charges are calculated in accordance with Extu's current pricing schedule. Extu may adjust its fees and charges at any time which shall be communicated to You in writing with 30 days' notice.

7.3 You are responsible for reviewing the pricing schedule, features, and limits associated with the Services. In order for proper access to the Services, You must provide the required direct debit authority for payment to be made by direct debit and You agree to keep Your direct debit details accurate and up to date.

7.4 Unless indicated otherwise in an applicable Statement of Work, all Fees and Charges are exclusive of all applicable taxes and duties, which must be paid by You.

8. Term and Termination

8.1 This TEA shall commence upon the execution of any subsequent Statement of Work or Order form and will continue until such Statement of Work expires, unless otherwise terminated in accordance with Section 8.2 or 8.3.

8.2 Termination for Cause. This TEA may be terminated for any of the following: (a) by the non-breaching party in the event of a breach of a material term of this TEA, provided that the non-breaching party has provided a demand to cure, the breach has not been cured within 15 business days of that demand, and a 30 days written notice to terminate following the failure to cure; (b) by Extu if Client has failed to make payment upon any invoice within 15 days from the due date of the invoice; (c) by the filing of a petition for relief, or the commencement of involuntary proceedings, under Title 11, the U.S. Bankruptcy Code, the entry of judgment of insolvency, appointment of a receiver or trustee, by the making of an assignment for the benefit of creditors.

Client's termination or rejection of this TEA shall constitute a breach of any existing obligation provided under an on-going and enforceable Master Service Agreement and shall trigger those provisions regarding damages and relief provided in the Master Service Agreement.

Upon termination of this TEA for any reason, including non-renewal, all licenses and rights granted herein will terminate, and each party will promptly return to the other party all confidential information of the other party.

All provisions of this TEA that by their nature are intended to survive the termination of this TEA shall so survive, including without limitation: Sections XXXX.

8.3 Termination for Convenience. This TEA may be terminated by Extu for any or no reason without further obligation, except for compliance with any ongoing TEA, for which any obligations shall survive until the termination, for any reason, of that TEA. Such termination will be effective upon sixty (60) days' written notice.

8.4 Under no circumstance shall Extu be responsible for any refund or credit of any Fees or Charges paid prior to the termination of this TEA or relevant SOW.

9. **Intellectual Property Rights**

Notwithstanding any licenses or IP rights discussed herein, please refer to the *Intellectual Property* clause in the Master Services Agreement which is hereby adopted and incorporated herein.

10. **Confidential Information**

The *Mutual Non-Disclosure and Confidentiality* clause of the Master Services Agreement is hereby adopted and incorporated herein.

11. **Third-Party Content**

The Services or Sites may contain Third-Party Content. Extu accepts no responsibility for form or content of the Third-Party Content. You acknowledge and agree to exclude Extu for any and all liability stemming from any loss or damage which may have been incurred by You as a result of the availability of the Third-Party Content, or as a result of Your reliance on the completeness, accuracy, or existence of any advertising, product, or other materials on, or available from, third-party websites or resources.

12. **Endorsements**

Extu does not endorse any of the goods or services that are promoted, visible, accessible, or transacted through the Services Marketing Material, or Sites.

13. **Extu as a Data Processor and Privacy**

13.1 For the purposes of providing the Services as detailed herein and in any subsequent SOW, Extu shall be considered a Data Processor as defined by applicable Privacy Laws. Furthermore, by sharing information, PII or otherwise, with Extu you acknowledge and agree that the terms of the Extu Data Processing Addendum.

14. Spam and Telemarketing

You agree that You are solely responsible for ensuring that a Subscriber has consented to receiving the Marketing Materials or Lead Qualifications and for ensuring that a lawful basis exists for Extu to perform the Services. You further agree that You may only import, access, or use Subscriber Lists wherein the Subscribers have consented to receiving the Marketing Materials or Lead Qualifications or for whom another lawful basis exists for such processing and transfer. Consent under this clause must comply with the applicable Anti-Spam Laws or Outbound Calling Laws. You must retain records of any consent received and will provide such records to Extu promptly upon request.

15. Warranties

In addition to the Warranties contained in the MSA and incorporated herein, Extu further makes no warranty nor representation of any kind regarding the accuracy, quality, integrity, or legality of the Services and provides them on an “AS-IS” bases. You agree that use of and reliance on any part of the Services by You or a Subscriber is at your own risk and any that you waive any liability Extu may have to the fullest extent permissible by law.

16. Limitation of Liability

In addition to the Limitation of Liability clause contained in the MSA and incorporated herein, Parties further agree Extu accepts no responsibility or liability for any claims made by You, successful or otherwise, under a Sponsor’s Marketing Development Funds arrangement (“MDF”). You are solely responsible for meeting Your obligations under a Sponsor’s MDF, including but not limited to providing proof of performance requirements as required by the Sponsor.

17. Indemnity

In addition to the Indemnity clause contained in the MSA and incorporated herein, Parties further agree unconditionally indemnify and keep indemnified Extu and its related bodies corporate, affiliates, employees, agents and representatives against any claims, damages, loss, demands, costs or expenses, or liabilities of any nature arising out of or in connection with Your breach of the Agreement or Your access to and use of Services, including:

17.1 breach of any applicable Laws or industry codes of practice by You, including relating to Your provision of financial services where applicable, breach of the Privacy Laws, the Anti-Spam Laws or the Outbound Calling Laws;

17.2 Personal Information provided by You to Extu under or in connection with the Agreement;

17.3 claims by any third parties, or actions by any regulator, attorney general or government agencies or bodies in connection with:

17.3.1 their use of and reliance on any of the Services; and

17.3.2 in connection with the collection, use or disclosure of the Subscriber Lists or any Personal Information included in such Subscriber Lists.

18. **Changes to Terms**

We may make changes to this TEA from time to time. When these changes are made, We will make a new copy of the TEA available on this web page with a notation indicating the date on which this TEA was last updated. You understand and agree that if You use the Extu Incentive Solution® Service after the date on which this TEA has changed, Your use will signify Your acceptance of the updated TEA.

19. **Additional Provisions**

19.1 Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder (other than its obligation to pay any sum), or be liable in damages or otherwise for any failure or delay in performance, for any event beyond its reasonable control, including without limitation; acts of God, third party acts or omission, failure of utility or telecommunications facilities, sabotage including computer worms and virus, any natural catastrophes or weather conditions, civil disturbance, accidents, delays of subcontractors or vendors, acts of government or any other cause which is beyond the reasonable control of the party affected.

19.2 Entire TEA; Amendment; Waiver; Invalidity. This TEA, together with any schedules, addenda and exhibits attached hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and shall supersede all prior understandings and agreements. This TEA may not be amended except by an instrument in writing signed on behalf of the parties. Any failure at any time of either party to enforce any provision of this TEA shall neither constitute a waiver of such provision nor prejudice the right of either party to enforce such provision at any subsequent time. Neither party may assign this TEA except with the prior written consent of the other party, which shall not be unreasonably withheld, with the exception that either party may assign their rights to a third party who acquires a majority interest in that party without the prior consent of the other party. The invalidity or unenforceability of any provision of this TEA shall not affect the validity or enforceability of any other provisions, and all other provisions of this TEA shall remain in full force and effect.

19.3 Notices. All notices shall be in writing and delivered personally or by certified mail. Notices personally delivered shall be effective the day after delivered, notices sent by certified mail shall be effective 5 days from the date sent. Notices shall be sent to the addresses specified on the first page.

19.4 Governing Law, Jurisdiction and Venue. The validity, interpretation and performance of this TEA and its provisions will be governed by Georgia law. The parties hereby submit and waive any objections to the jurisdiction of any court sitting in DeKalb County, Georgia, for the adjudication of any and any dispute in any way relating to this TEA.

19.5 Counterparts. This TEA may be executed in one or more counterparts, each of which shall be deemed an original, but which together constitute one and the same instrument.

19.6 Independent Contractor; No Third-Party Beneficiary. Each party hereto is an independent contractor; neither party is the agent of the other.

19.7 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdiction in providing and using the Extu Incentive Solution® Service. Without limiting the foregoing, (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (b) it shall not access or use the Extu Incentive Solution® Service in violation of any U.S. export embargo, prohibition, or regulation.

20. Dispute Resolution

20.1 If a dispute arises out of or relates to the Agreement, or the breach, termination, validity or subject matter thereof, the parties agree, following the process set out below, to endeavor in good faith to settle the dispute by negotiation between the parties, and where such negotiation fails then mediation in accordance with the Resolution Institute, ACN 008 651 232 Mediation Rules before having recourse to arbitration or litigation.

20.1.1 a party claiming that a dispute has arisen, must give written notice to the other party specifying the nature of the dispute.

20.1.2 on receipt of the notice specified in clause 18.1, the parties must within **seven (7) days** of receipt of the notice seek to resolve the dispute by a meeting between the CEO or managing director or equivalent of the parties, or their respective nominees.

20.1.3 if the dispute is not resolved within **fourteen (14) days** or such further period as the parties agree then the dispute is to be referred to the Resolution Institute, ACN 008 651 232 for mediation.

20.1.4 the mediation is to be conducted in accordance with the Resolution Institute Mediation Rules as amended from time and time by the Resolution Institute and which are available from the Resolution Institute which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated into the Agreement.

20.2 This clause will not preclude either party from seeking injunctions or other interim measures in any court of competent jurisdiction.

20.3 The parties agree to keep any mediation arising out of the Agreement including the subject matter of the mediation and the evidence heard during the mediation, confidential.

20.4 The parties agree to conduct the mediation in a convenient location to be agreed. In the absence of agreement by the parties, the location of the mediation will be Sydney NSW, Australia.

20.5 Despite the existence of a dispute, the parties must continue to perform all their respective obligations under the Agreement.