

Master Services Agreement

Club AS and Numan. Incorporating Schedule 2 (Auto-Pilot SLA) and Schedule 4 (Brand Terms and Conditions).

Contents of this agreement

Document	Status
Master Services Agreement	Attached below
Schedule 1: Order Form	Issued separately as the commercial document
Schedule 2: Auto-Pilot Service Level Agreement	Attached below
Schedule 3: Data Processing Agreement	To be provided. Annexes being finalised
Schedule 4: Brand Terms and Conditions	Attached below

Where the documents conflict, the order of precedence is set out in clause 2.3 of the Master Services Agreement.

Master Services Agreement

Dated: [DATE]

Between:

- (1) **Club AS**, a company registered in Norway with company number [TO CONFIRM], whose registered office is at [registered address] ("**Club**"); and
- (2) [BRAND LEGAL ENTITY NAME], a company registered in England and Wales with company number [TO CONFIRM], whose registered office is at [registered address] (the "**Brand**"),

each a "**party**" and together the "**parties**".

1. Purpose

1.1 Club provides the Club Platform and, where purchased, the Auto-Pilot managed service. This Agreement records the complete terms on which Club provides those services to the Brand.

1.2 This Agreement does not introduce new terms of use. It binds together the documents listed in clause 2 into a single agreement, fixes them for the Term, and sets out which document prevails in the event of conflict.

2. Documents forming this Agreement

2.1 This Agreement comprises this document together with the following schedules, each of which is **attached** to and forms part of this Agreement:

	Schedule	Content
Schedule 1	Order Form	The commercial terms: fees, term, plan, commission, invoicing and activation requirements
Schedule 2	Auto-Pilot Service Level Agreement	The service levels applicable to the Auto-Pilot managed service
Schedule 3	Data Processing Agreement	The parties' obligations in respect of personal data
Schedule 4	Club Brand Terms and Conditions	Club's standard terms governing use of the Club Platform

2.2 The Brand Terms and Conditions at Schedule 4 are Club's standard brand terms and conditions in the form published at club.co/brand-terms and last revised **2 April 2025**, attached in full. The attached version governs this Agreement. Any subsequent amendment, revision or replacement of Club's published brand terms and conditions does not apply to the Brand during the Term.

2.3 Order of precedence. Where there is a conflict or inconsistency between the documents forming this Agreement, the following order of precedence applies, the first named prevailing:

- (a) Schedule 3 (Data Processing Agreement), in respect of the Processing of personal data;
- (b) Schedule 1 (Order Form), in respect of commercial terms;
- (c) Schedule 2 (Auto-Pilot Service Level Agreement), in respect of the provision of the Auto-Pilot managed service;
- (d) the clauses of this document; and
- (e) Schedule 4 (Brand Terms and Conditions).

2.4 The parties acknowledge that Schedule 2 describes a managed service under which Club personnel plan, build and implement Missions on the Brand's behalf. To the extent Schedule 4 provides that Club acts solely as a self-service software provider, does not monitor or interfere with ambassador activity, or that the Brand is solely responsible for managing its programme, Schedule 2 prevails in accordance with clause 2.3.

2.5 No terms put forward by the Brand in any purchase order, vendor portal, supplier onboarding form or similar document form part of this Agreement unless expressly incorporated by a variation signed under clause 3.2.

3. Term and fixity of terms

3.1 This Agreement begins on the date of the last signature below (the "**Effective Date**") and continues for the term set out in the Order Form, including any renewal, in accordance with the Order Form (the "**Term**").

3.2 **No unilateral variation.** No variation of this Agreement or of any schedule to it is effective unless in writing and signed by an authorised representative of each party. Club may not vary this Agreement by publishing amended terms on its website, by notification within the Club Platform, or by any other unilateral act, and the Brand's continued use of the Club Platform does not constitute acceptance of any such purported variation.

3.3 Clause 3.2 applies notwithstanding any provision of Schedule 4 permitting Club to amend its published terms and conditions.

4. The Services

4.1 Club shall provide the Brand with access to the Club Platform, and shall provide the Auto-Pilot managed service where the Order Form states that the Brand has purchased it, in each case in accordance with this Agreement.

4.2 The Auto-Pilot managed service shall be provided in accordance with Schedule 2.

4.3 The Brand shall meet the activation and ongoing requirements set out in the Order Form and in Schedule 2.

5. Fees

5.1 The Brand shall pay the fees set out in the Order Form, on the invoicing schedule stated there.

5.2 All fees are exclusive of VAT and other applicable sales taxes, which the Brand shall pay in addition at the applicable rate on receipt of a valid invoice.

5.3 Clause 10 of Schedule 4 continues to apply to payment, save where the Order Form provides otherwise.

6. Data protection

6.1 Schedule 3 governs the Processing of personal data under this Agreement.

6.2 Where Schedule 4 addresses data protection, Schedule 3 prevails in accordance with clause 2.3(a).

6.3 Club's privacy policy, published at club.co/privacy-policy, describes Club's processing of personal data as a notice to individual data subjects. It is provided for information and does not form part of this Agreement. The parties' contractual obligations in respect of personal data are set out in Schedule 3.

7. Liability

7.1 The parties' respective liabilities under or in connection with this Agreement are as set out in Schedule 4.

7.2 Nothing in this Agreement or in Schedule 4 limits or excludes either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

7.3 No refund, credit or other financial adjustment arises automatically from a failure by Club to meet a service level set out in Schedule 2. Section 16 of that Schedule sets out how such matters are raised and resolved.

8. Governing law and dispute resolution

8.1 This Agreement is governed by the laws of Norway, and disputes arising out of or in connection with it shall be resolved in accordance with clauses 11 and 12 of Schedule 4.

8.2 Clause 8.1 does not apply to Schedule 3, which is governed by the law stated in that Schedule.

8.3 Before commencing proceedings or arbitration, the parties shall attempt in good faith to resolve any dispute by escalating it: first to the parties' day-to-day contacts; then, if unresolved within ten (10) business days, to a senior manager of each party; then, if unresolved within a further ten (10) business days, to an executive of each party. This clause does not prevent either party from seeking urgent injunctive relief or from pursuing a claim for payment.

9. General

9.1 Notices. Notices under this Agreement must be in writing and sent to:

	Club	Brand
Contractual notices	[email / address]	[email / address]
Data protection notices	[email]	[email]
Service and support	[email]	[email]

9.2 Entire agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, representations and understandings. Nothing in this clause limits liability for fraudulent misrepresentation.

9.3 Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the other's prior written consent, except to an Affiliate or to a successor in connection with a merger, reorganisation or sale of all or substantially all of its assets, on written notice.

9.4 Third party rights. No one other than a party to this Agreement has any right to enforce any of its terms.

9.5 Severance. If any provision is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, or if that is not possible, deleted. The remainder of this Agreement is unaffected.

9.6 Counterparts. This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one agreement.

9.7 Survival. Clause 7, Schedule 3, and sections 3, 7, 9 and 10 to 12 of Schedule 4 survive expiry or termination of this Agreement, in accordance with section 13 of Schedule 4.

IN WITNESS of which the parties have executed this Agreement on the date stated at the beginning.

Signed for and on behalf of Club AS

Name and title: Matt Harris, CRO Signature: Date:
.....

Signed for and on behalf of [BRAND LEGAL ENTITY NAME]

Name and title: Signature:
..... Date:

Schedule 1: Order Form

The Order Form records the commercial terms: fees, term, plan, commission, invoicing and account details.

It is issued and signed separately as the commercial document, and is incorporated into this agreement by clause 2.1. Where the Order Form conflicts with any other document, the order of precedence in clause 2.3 applies.

Schedule 2: Auto-Pilot Service Level Agreement

Schedule 2: Auto-Pilot Service Level Agreement

Between: Club AS, a company registered in Norway (company number [COMPANY NUMBER]), of [REGISTERED ADDRESS] (“**Club**”)

And: [BRAND LEGAL ENTITY NAME], a company registered in [JURISDICTION] (company number [COMPANY NUMBER]), of [REGISTERED ADDRESS] (the “**Brand**”)

This Schedule forms part of and is governed by the Master Services Agreement between the parties dated [DATE] (the “**Agreement**”). Capitalised terms not defined here have the meaning given in the Agreement.

1. Purpose and scope

1.1 This Schedule sets out the service levels applicable to the Club Auto-Pilot managed service (the “**Auto-Pilot Service**”) purchased by the Brand under the Order Form.

1.2 The Auto-Pilot Service is a **managed** service. The Brand retains full access to the Club Platform and may explore, review and build Missions at any time, while day-to-day strategy, planning and execution is led by a dedicated Club team as set out in this Schedule.

1.3 For the avoidance of doubt, and notwithstanding any statement to the contrary in Club’s standard brand terms and conditions, Club accepts an active operational role in planning, building and implementing the Brand’s Missions. Where those terms conflict with this Schedule, this Schedule prevails in accordance with clause 2.3 of the Agreement.

1.4 In this Schedule:

“**Business Hours**” means 09:00 to 18:00 GMT, Monday to Friday, excluding public holidays in England and Wales and the periods set out in section 11.

“**Business Day**” means any day on which Business Hours fall.

“**Managed Hours**” means the monthly allocation of Brand Executive time set out in section 2.

“**Mission**” means a task published to ambassadors through the Club Platform.

2. Managed Hours

2.1 **Allocation.** The Auto-Pilot Service includes **up to thirty (30) hours** of managed services per calendar month, delivered by the Brand Executive.

2.2 **No roll-over.** Managed Hours do not roll over. Any part of the monthly allocation not used in the calendar month to which it relates is not carried forward, refunded or credited.

2.3 **Allocation, not deliverables.** Managed services are delivered against a monthly time allocation rather than a fixed number of deliverables. The Brand may choose how the allocation is prioritised. Club does not commit to any particular number of Missions, campaigns or other outputs in any period.

2.4 **Prioritisation.** Work is prioritised jointly between Club and the Brand. Where the parties do not agree, Club determines the order of work based on urgency, campaign deadlines and the remaining monthly allocation.

2.5 **Exceeding the allocation.** If requests are likely to exceed the monthly allocation, Club will notify the Brand before carrying out the additional work. Club reviews monthly utilisation, and if the Brand consistently exceeds the included allocation the parties will discuss reprioritising work or moving to a higher service tier.

2.6 **Fees are not dependent on utilisation.** The Licence Fee is payable in full in accordance with the Order Form regardless of the number of Managed Hours actually used in any month.

3. The Brand’s dedicated Club team

3.1 Club shall assign the following roles to the Brand’s account.

Role	Responsibilities
Onboarding Specialist	Guides and supports the Brand through platform setup, eCommerce integration and affiliate configuration, each of which is carried out by the Brand on its own systems. Leads the onboarding programme through to completion.
Customer Success Manager	Primary point of contact throughout the Agreement. Owns the meeting cadence, reporting and business reviews, and the overall commercial relationship.
Brand Executive	A dedicated strategist embedded in the Brand’s account, delivering the Managed Hours in section 2.

3.2 How each role relates to the Managed Hours.

- (a) **Customer Success Manager time is additional.** It is provided on top of the Managed Hours and is never counted against them.
- (b) **Brand Executive time always counts.** All time spent by the Brand Executive counts against the Managed Hours, including time attending or preparing for meetings run by the Customer Success Manager.

3.3 Club assigns named individuals to each of the roles above. The individuals assigned to the Brand’s account are identified to the Brand during onboarding and are available to the Brand through the Club Platform at all times.

4. Onboarding

4.1 Onboarding comprises **four (4) sessions across four (4) weeks.**

4.2 Onboarding typically takes thirty (30) days but may be shorter or longer. Onboarding timelines vary depending on the Brand’s implementation readiness and

timely completion of the Brand's obligations in section 12. Club does not commit to a go-live date.

4.3 The second onboarding session shall not take place until the Brand has completed the requirements at sections 12.1(b) to (d) and Club has verified them.

4.4 Additional onboarding sessions beyond the four included may be arranged on not less than two (2) Business Days' notice. Where the Brand Executive attends an additional session, the time consumes the Managed Hours.

4.5 The **Start Date** is the date stated in the Order Form. The service levels in this Schedule apply from that date, whether or not onboarding has completed, subject to section 11.5.

5. What the managed service includes

5.1 The Managed Hours cover the Brand Executive's work on the following:

- (a) attendance at onboarding and Customer Success meetings, and preparation for them;
- (b) monthly Mission planning;
- (c) monthly Mission drafting and scheduling in the Platform;
- (d) management of Mission submissions and ambassador applications;
- (e) ambassador communications on Platform wall posts and responses;
- (f) involvement in the preparation of reports and business reviews under section 9;
- (g) responses to the Brand by email and Platform within the times in section 8; and
- (h) reasonable operational requests relating to the managed service, within the lead times in section 8.3.

6. What the managed service excludes

6.1 Unless otherwise agreed in writing, the managed service excludes:

- (a) creative design;
- (b) custom development;
- (c) data engineering;
- (d) legal review;
- (e) copywriting outside campaign activity;
- (f) paid media management;
- (g) work relating to third-party platforms;
- (h) production of photography, videography or brand creative, which the Brand supplies;
- (i) funding of ambassador rewards, gift cards, discounts or gifted product, which the Brand funds in accordance with section 12.2(c);
- (j) sourcing, holding or shipping gifted product, which the Brand handles; and
- (k) management of the Brand's own social media accounts, including responding to comments or direct messages on the Brand's channels, or ambassador contact made outside the Platform.

6.2 Missions and ambassador communications are produced in English only.

6.3 Club does not guarantee any level of ambassador recruitment, community size, content volume, engagement, sales or revenue.

6.4 Club may agree to provide any excluded service separately, in writing, at its then-current professional services rates or by consuming the Managed Hours.

7. Customer Support

7.1 Customer Support is provided to the Brand and to its ambassadors **in addition to** the Auto-Pilot Service, and does not consume the Managed Hours.

7.2 Club shall provide:

Service	Target
First response to a support request	Five (5) Business Hours
Ambassador support queries	Two (2) Business Days

7.3 Allocation of ambassador queries.

Ambassador query	Owner
How a Mission works, or how to use the Platform	Club
Mission completed but reward not received	Club
Discount code not working	Club, save where the cause is the Brand's own eCommerce configuration or integration, in which case the Brand
Affiliate link not tracking	Club, save where the cause is the Brand's own eCommerce configuration or integration, in which case the Brand
Product delivery, returns or order fulfilment	The Brand, via the support address at section 12.2(f). Club directs ambassadors to it
Complaint about the Brand or its products	Club triages and passes legitimate complaints to the Brand. Dissatisfaction with a product is for the Brand to resolve
Request to leave the programme, or a data subject request	Club

8. Communication and response times

8.1 Club shall respond to the Brand by email and via Slack or the Platform within **two (2) Business Days**.

8.2 The response times in this section are commitments to respond, not to resolve. Club does not commit to a resolution time for any issue.

8.3 **Lead times for requests.** Club requires the following minimum notice for reasonable operational requests relating to the managed service:

Request	Minimum lead time
Ad hoc campaign requests	Five (5) Business Days
General ad hoc requests	Three (3) Business Days
Ad hoc requests during a period of cover under section 14	Five (5) Business Days

8.4 The Brand should notify Club of planned campaign activity in the calendar month before it is due to take place. Requests made with less notice than section 8.3 provides will be accommodated where Club reasonably can, within the remaining Managed Hours.

9. Reporting and business reviews

9.1 Reports and business reviews are provided **on request**.

Deliverable	Notice required
Standard performance report	One (1) week
Business review	Two (2) weeks

9.2 Bespoke analysis beyond the standard report may require additional time and consumes the Managed Hours.

9.3 The Customer Success Manager shall hold a **one (1) hour meeting with the Brand approximately every two weeks**, covering performance, planning and the Brand's goals and success metrics. Time spent by the Brand Executive attending or preparing for these meetings consumes the Managed Hours.

10. Mission planning and approval

10.1 Club shall prepare a monthly Mission plan aligned to the Brand's goals, success metrics and marketing calendar, and shall agree it with the Brand before build work begins.

10.2 **Approval.** Club shall submit each Mission, including its brief, creative requirements and reward structure, to the Brand before publication. No Mission shall be published to ambassadors without the Brand's approval, which may be given by any of the following:

- (a) written approval by email or via the Club Platform;
- (b) approval given on a call, which Club shall record in writing to the Brand;
- (c) where the Brand has agreed to this in advance and in writing, deemed approval, being no response from the Brand by a date stated by Club when the Mission is submitted; or
- (d) where the Brand has granted it in writing, standing authority for the Brand Executive to publish specified categories of Mission on the Brand's behalf without individual sign-off.

10.3 **Default position.** Unless the Brand has opted into paragraph (c) or (d) in writing, approval must be given under paragraph (a) or (b), and Club shall not treat the Brand's non-response as approval.

10.4 Where approval is required under paragraph (a) or (b) and the Brand does not respond, Club may hold the Mission or treat its launch date as deferred, and section 11.5 applies.

10.5 The Brand may withdraw an agreement under paragraph (c) or (d) at any time on written notice, after which section 10.3 applies.

11. Operating hours and availability

11.1 Club provides the Auto-Pilot Service during Business Hours.

11.2 **Closures.** Club is closed on public holidays in England and Wales and during the week of Christmas. Club shall give the Brand reasonable advance notice of the Christmas closure period each year.

11.3 **Reduced capacity.** Club operates at reduced capacity on one (1) scheduled day each calendar month, notified to the Brand in advance. Club remains contactable on that day and continues to handle urgent matters.

11.4 The Managed Hours allocation for any month containing a closure or a reduced capacity day is not reduced, and Club plans its work around them.

11.5 **Brand-caused delay.** Delays in the Brand's approvals, sign-offs or provision of required assets may impact delivery timelines. Club is not in breach of this Schedule to the extent a delay or failure is caused by the Brand not meeting its obligations, provided Club notifies the Brand promptly.

11.6 Without limiting section 11.5, where the Brand has not completed the requirements at section 12.1 by the Start Date, Club is not in breach of any service level in this Schedule to the extent it is unable to perform as a result, and the Licence Fee remains payable in full in accordance with the Order Form.

12. The Brand's obligations

12.1 **Before onboarding can complete:**

#	Requirement	When
a	Payment method. A valid payment card attached to the Brand's account	Before or during the first onboarding session
b	Web embed installed. Live and functional on the Brand's website, verified by Club, together with the embed newsletter sign-up	Before the second onboarding session
c	eCommerce integration. Fully integrated with Club and verified	Before the second onboarding session
d	Discount codes. Activated and confirmed live in the Brand's Club account	Before the second onboarding session
e	Content guardrails. The written guardrails required by section 13.2	Before the Start Date

12.2 Ongoing for the Term:

#	Requirement	Detail
a	Recruitment cadence	For the first four (4) months from the Start Date, being the period in which the ambassador community is built, at least one dedicated email newsletter and one social post per calendar month to the Brand's known customer base, promoting its ambassador community. Thereafter the Brand shall continue proactive recruitment activity at a cadence agreed with the Customer Success Manager
b	Best available discount	Ambassadors are always offered the highest discount available to any customer or subscriber
c	Minimum monthly rewards	Cash, gift card and gifted product minimums, set against the Brand's goals at the outset and recorded in the Order Form
d	Approvals and responsiveness	Mission approvals and information requests responded to within three (3) Business Days, and nominated contacts available for the meetings in section 9.3
e	Forward notice of activity	Planned campaign activity notified in the calendar month before it is due to take place, in accordance with section 8.4
f	Ambassador support address	A dedicated branded support email address maintained for product delivery, returns and order fulfilment queries
g	Creative assets	Supply of all photography, videography and brand creative required for Missions

13. Content, advertising and regulatory compliance

13.1 The Brand is the advertiser of record in respect of all Missions, Mission briefs and ambassador-facing content produced under the Auto-Pilot Service, and retains responsibility for compliance of its advertising with all applicable advertising, consumer protection and marketing law and regulation, including any rules specific to the sector in which it operates and the products it sells.

13.2 The Brand shall provide Club with written content guardrails identifying, as a minimum, permitted and prohibited product references, prohibited claims, mandatory disclosures, any category of product that may not be promoted, and required ambassador disclosure wording for paid or incentivised content. The Brand shall keep these current and notify Club of changes in writing.

13.3 Club shall:

- (a) draft all Mission briefs and content requirements in accordance with the Brand's written guardrails;
- (b) not, without the Brand's specific prior written approval, produce or publish any brief or content that departs from those guardrails, or that promotes any product the guardrails identify as restricted;
- (c) include the Brand's required ambassador disclosure wording in every relevant Mission brief; and
- (d) submit all Missions for the Brand's written approval in accordance with section 10.

13.4 Club shall promptly notify the Brand of any complaint, regulatory contact or takedown request received by Club in connection with the Brand's Missions or ambassador content, and shall provide reasonable assistance in responding.

13.5 Where the Brand approves a Mission under section 10.3, Club is not responsible for the regulatory compliance of the approved content itself, but remains responsible for having drafted it in accordance with the Brand's guardrails and for any material departure from them.

14. Continuity and cover

14.1 Where the Brand Executive is absent, another Brand Executive will cover the account. A documented handover is completed before planned absence, covering day-to-day management of the Platform, Mission submissions and applications.

14.2 Mission requests intended for delivery during a period of planned absence should be made before the absence begins so that Missions can be set up and scheduled. Ad hoc requests made during a period of cover are subject to the lead time in section 8.3.

14.3 Where an assigned individual ceases to be available to the account permanently, Club shall notify the Brand as soon as reasonably practicable, appoint a replacement of equivalent seniority and relevant experience, and provide a documented handover. Club shall not charge the Brand, or consume the Managed Hours, for handover or ramp-up time.

15. Raising a service issue

15.1 Where the Brand considers that Club has not met a service level in this Schedule, the Brand shall raise it with the Customer Success Manager, who shall respond within the time in section 8.1.

15.2 No refund, credit or other financial adjustment arises automatically from a failure to meet a service level. Where the Brand raises an issue, the parties shall discuss it in good faith and agree what, if anything, should be done to address it.

15.3 For the avoidance of doubt, and consistent with section 2, no refund, credit or other adjustment arises from the number of Managed Hours used in any month.

15.4 Where the parties cannot agree, the matter shall be escalated in accordance with clause 8.3 of the Agreement.

16. Review

16.1 The parties shall review this Schedule at each business review under section 9.1 and may agree changes in writing signed by both parties.

16.2 Club may not vary the service levels in this Schedule unilaterally.

Signed for and on behalf of Club AS

Name and title: Matt Harris, CRO Signature: Date:
.....

Signed for and on behalf of [BRAND LEGAL ENTITY NAME]

Name and title: Signature:
..... Date:

Schedule 3: Data Processing Agreement

The Data Processing Agreement required by Article 28(3) of the UK GDPR forms Schedule 3 to this agreement.

It is not attached to this version. Its annexes, covering the technical and organisational security measures and the list of sub-processors, are being completed and will be issued as a separate document for review before signature.

Nothing in this agreement is intended to authorise the processing of personal data on Numan's behalf until Schedule 3 has been agreed and signed by both parties.

Schedule 4: Brand Terms and Conditions

Club: Brand Terms and Conditions

Last revised: 2 April 2025

The Order Form together with these Terms & Conditions constitute the agreement between Club and the Brands for the use of the Club Platform (the “Agreement”).

Club and its affiliates (“Club”) have created a marketing platform (the “Club Platform”) on which third party brands (a “Brand” and “Brands”) can engage a community of entities and individuals (the “Users”) to promote the Brands (“Brand Program”).

The Users, as part of the process of applying to become a Club on the Club Platform, are required to enter into a Terms of Service Agreement with Club, the most recent version of which, as updated, is available on the Club website <https://club.co/userterms>

1. Content On The Club Platform

Brand Content. When using the Club Platform a Brand may share, by posting or transmitting, various content, included but not limited to videos, photos, sound clips and comments (“Brand Content”). The Brand is solely responsible for its Brand Content and the consequences of sharing it using the Club Platform. The Brand therefore warrants, acknowledges and agrees that it owns and/or has the necessary licenses and other rights to use and share the Brand Content on the Club Platform and that Club is not responsible for pre-screening any Brand Content that is posted or transmitted by the Brand on the Club Platform. Club acknowledges and agrees that the Brands are the owners (or licensees) of their respective Brand Content that (in whatever form) is submitted to Club and/or uploaded on the Club Platform and/or the Club Website by/on behalf of the Brands, and unless expressly granted in writing by a Brand, no rights in or to the Brand Content except those expressly set forth herein are granted to Club.

Club Content. When using the Club Platform, the Users may post or transmit various content, included but not limited to videos, photos, sound clips and comments (“Club Content”). Club Content is not the content of Club, but of the individual Users who posts or transmits the content and who holds all rights, including intellectual property rights, in and to the Club Content. Pursuant to Club’s Terms of Service Agreement with the Users, the Users have granted Club a non-exclusive, sub-licensable and royalty-free worldwide license to use, reproduce, make available to the public, publish, translate, modify, create derivative works from, and distribute the Club Content (the “Club Content License”).

Club grants the Brand a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, fully paid, worldwide license to use, reproduce, make available to the public, publish, translate, modify create derivative works from, and distribute the Club Content, at the brands discretion. This is done so on the explicit acknowledgement and agreement by the Brands that (i) Club disclaims any and all representations and warranties relating to the ownership or rights of the Users in and to the Club Content, including the right to grant the Club Content License to

Club, (ii) Club is not responsible for pre-screening any content that is posted or transmitted on the Club Platform by the Users, and (iii) any use made by a Brand of any Club Content is therefore made at the Brands' own risk, cost and expense.

2. Brand Policy

The Brands understand that the Club Platform is a SaaS platform; a software tool that helps the Brands to automate Users to do marketing tasks for the Brands. A Brand is solely responsible for managing its Brand Program. Club does not monitor or interfere with the Brands' Users' behaviour on the Club Platform. The Brand is solely responsible for managing its Brand Program and making sure that the Users follow the Brand's policies.

Brand administrators may, at their discretion, reset a user's mission block to its initial state, request resubmission of completed actions (redo), or manually approve submissions outside of the standard review process (force approve). When a mission block is reset, any previously generated voucher codes, discount links, or freebie orders associated with that block may become void or untracked within the mission interface. Club accepts no liability for any previously generated voucher codes, discount links, or rewards that become void as a result of a mission reset. The Brand acknowledges that orders placed using codes generated prior to a reset remain tracked in the platform's activity log but are no longer associated with the mission. Users will be notified of mission resets through the platform's standard notification mechanisms.

Ambassador Removal: Brands may remove ambassadors from their Club at any time using the platform's user management tools. Where a removal notification is not delivered to the affected ambassador, the brand assumes sole responsibility for communicating the change in accordance with applicable data protection and consumer protection laws, including any obligation to inform data subjects of decisions that affect their access or rights. Brands must not use removal functionality to circumvent earned reward obligations owed to ambassadors.

Access Restrictions and Bans: Brands may restrict or revoke platform access for individual ambassadors, or for all ambassadors in a specified country, using the ban controls available in the Users Management section. Brands are solely responsible for ensuring that any access restrictions, including country-level bans, are applied in compliance with applicable laws, including data protection legislation (including the GDPR where applicable), non-discrimination law, and consumer protection regulation. Club reserves the right to override or reverse restrictions that violate these Terms or applicable law, and accepts no liability for any legal claims arising from a brand's use of ban controls.

Brands may configure the visibility of their Club via the platform settings. When Club visibility is set to disabled, ambassadors will not be automatically added to the Club through order placement, customer import, or any other automatic enrolment flow. Brands are solely responsible for ensuring their Club visibility settings reflect their intended audience and access configuration. Club accepts no liability for membership outcomes resulting from incorrect visibility configuration by the brand.

3. Intellectual Property And Proprietary Rights

The Club Platform. The Brands acknowledge and agree that Club, its subsidiaries, affiliates and/or licensors own all right, title and interest in and to the Club Platform and any and all copyrights, trademarks, patents, trade secrets and any other intellectual property and proprietary rights therein.

Club Trade Secrets and Know-How. The Brands acknowledge and agree that the network of Users, and all information relating to Users, are the trade secrets, know-how and proprietary information of Club. For the purposes of this Agreement, Users are categorized as follows: (i) “Brand-Recruited Users” are those who joined the Platform via a Brand’s unique invite link or were manually imported by the Brand; and (ii) “Club-Discovery Users” are those who discovered the Brand through the Platform’s internal discovery, search, or community features.

Notwithstanding the foregoing, a Brand shall not be restricted from:

- (i) engaging outside of the Club Platform with Brand-Recruited Users; and
- (ii) extracting and importing to its systems the individual identities and contact information (including email and phone numbers) of Brand-Recruited Users only.

For the avoidance of doubt, Brands are strictly prohibited from extracting, exporting, or harvesting the contact information (email or phone numbers) of Club-Discovery Users.

4. Use of the Technology

Club grants the Brands a limited, non-exclusive, revocable license to make use of the Club Platform for the duration of the Agreement.

The Brands agree not to (i) reverse engineer, decompile, translate, adapt, and modify the Club Platform or any part thereof; (ii) copy, display, disclose, sell, lease, co-brand the Club Platform, or any part thereof, in any form; (iii) sub license, or otherwise transfer or permit third parties to use the rights and licenses granted hereunder; (iv) use the Club Platform in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary rights of Club, its subsidiaries, affiliates and/or licensors or any other third party; or (v) remove any copyright, trademark, patent or other intellectual property notices.

5. Data Protection

Club and the Brands are responsible for compliance with their own respective data protection obligations, in particular under the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

User Categorization for Data Processing: For the purposes of data processing and export rights, Users are categorized as: (i) “Brand-Recruited Users” (those who joined the Platform via a Brand’s unique invite link, referral code, or manual import); and (ii) “Club-Discovery Users” (those who discovered or interacted with the Brand through the Club Platform’s internal discovery tools).

Shopify Data Scope: The scope of personal data collected from Users via the Shopify integration is determined by the Brand’s platform settings. Where the Brand

has disabled the 'recruit customer email' setting, customer email addresses are not collected or stored, and such Users are not categorised as Brand-Recruited Users unless they subsequently register through another qualifying method.

Data Controller Status: Club and the Brands are separate controllers for their own processing of personal data. Where a Brand has disabled customer email recruitment, Club does not process customer email data from that Brand's Shopify orders, and neither party acts as controller for email data that is not collected.

For Brand-Recruited Users: The Brand is a controller of the User's full profile and contact information. Should the Brand extract and import this data to its own systems, the Brand remains the sole controller for its subsequent processing.

For Club-Discovery Users: Club is the primary controller of the User's contact information (including email addresses and phone numbers). The Brand is a separate controller only for the data generated through the User's specific engagement with the Brand's program on the Platform (e.g., campaign completion, rewards earned).

Export Restrictions: The Brand is strictly prohibited from extracting, exporting, or attempting to harvest the personal contact data (email addresses, phone numbers, or external identifiers) of Club-Discovery Users. Any processing of Club-Discovery User data by the Brand must occur exclusively within the tools provided by the Club Platform.

Data Breach Notification and Responsibility: In the event of a data breach that affects the processing of personal data for which Club is the controller, we will promptly notify affected users and relevant authorities within 72 hours of becoming aware of the breach, in compliance with applicable laws and regulations.

For further information on how Club processes personal data, please see Club's Privacy Policy.

6. Warranty and Disclaimer

The Club Platform, Club Service and the Club Content are provided "as is". Club, its subsidiaries and affiliates, and its licensors and suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose. Specifically, Club makes no warranty that the Club Services will function without interruption and Club disclaims any and all responsibility and liability arising out of data security breaches, including without limitation unauthorized access to data by third parties or for loss of data for any reason.

Further, the Club Platform is dependent on several third party integrations and API calls. Changes to these integrations and API calls by one or more third parties may cause disruption in services at any time, as well as permanent disruptions and changes to the platform. The Club platform is also dependent on the continuous approval by the Apple App Store, without which the Club platform can only be offered as desktop and mobile browser versions.

7. Limitations Of Liability

To the fullest extent permitted by applicable law and save for Club having wilfully caused damages, neither Club nor any of its subsidiaries, affiliates, directors, officers, employees or agents shall be liable to a Brand for any damages (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data (including Brand Content) or business interruption) resulting from the use or inability to use the Club Platform, or any failure of performance of the Club Platform, or the unavailability of or interruption in the Club Platform, whether based on warranty, contract, tort, or any other legal theory, and whether or not Club has been advised of the possibility of such damages, lost profit or loss of data or business interruption. If the Club Platform is not fully available to the Brand, the Brand's sole and exclusive remedy shall be to discontinue the use of the Club Platform.

8. Indemnification

Club agrees to defend a Brand against, and indemnify and hold harmless the Brand and its subsidiaries, affiliates, directors, officers, employees and agents from and against any third party claims, demands, actions, suits or proceedings alleging that the Brand's use of the Club Platform infringes or misappropriates the intellectual property rights of such third party, subject to and provided that the Brand has used the Club Platform in compliance with the terms hereof and that the Brand permits Club to, at its own expense, assume the exclusive defense and control of any matter subject to Club's indemnification obligation, and to the Brand cooperating fully with Club in asserting any available defenses.

A Brand agrees to defend Club against, and indemnify and hold harmless Club and its subsidiaries, affiliates, directors, officers, employees and agents from and against any third party claims, demands, actions, suits or proceedings that arise from the Brand's use of the Club Platform and any Club Content, save for third party claims alleging that the Brand's use of the Club Platform in compliance with the terms hereof infringes or misappropriates the intellectual property rights of such third party.

9. Confidentiality

Club Confidential Material. The Brands agree not to disclose Club Confidential Material (as defined herein) without Club's prior written consent, and the Brands agree to only use Club Confidential Material for the purposes of the Agreement and Club Service. "Club Confidential Material" includes, without limitation, (i) all software, technology, programming, specifications, materials, guidelines and documentation relating to the Club Service, (ii) statistics related to the use of the Club Service provided to a Brand by Club, (iii) information relating to Users (including their individual identities and contact information), provided that while contact information for Brand-Recruited Users is excluded from this confidentiality restriction, the contact information and individual identities of Club-Discovery Users are strictly classified as Club Confidential Material; in each case to the extent such information is provided to a Brand in connection with the Club Service or included in any reports or other communications relating thereto, or is otherwise provided to a

Brand by Club, and (iv) any other material designated in writing by Club as “Confidential” or an equivalent designation. Club Confidential Material does not include information and data on the Brand’s engagement with Users (including campaign data derived from the Club Platform) or material that (i) has become publicly known through no breach by a Brand, (ii) has been independently developed by a Brand without access to Club Confidential Material, as evidenced in writing, (iii) was rightfully received by a Brand from a third party, or (iv) was required to be disclosed by law or by a governmental authority.

Brand Confidential Material. Save for as required for the contemplated use by a Brand of the Club Platform, Club agrees not to disclose Brand Confidential Material without the Brand’s prior written consent and Club agrees to use it only for the purpose of the Agreement and provision of services hereunder. “Brand Confidential Material” includes any and all information provided by a Brand to Club and any and all information related to the Brand Program. Brand Confidential Material does not include material that (i) has become publicly known through no breach by Club, (ii) has been independently developed without access to the Brand Confidential Material, (iii) was rightfully received by Club from a third party, or (iv) that is required to be disclosed by law or by a governmental authority.

10. Payment

Account Balance. Commission and Rewards (“User Rewards”) paid to the Users participating in your Brand Program and commission payable to Club (“Commissions”) is debited from the Brands’s Account Balance (“Account Balance”).

In order to utilize the Discount Code feature and Cash Reward feature in the Club Platform, Brands must deposit at least \$100 into their Account Balance. The amount deposited is registered as the brands Auto Top-up Amount.

For Brands using Shopify integration, Brand Admins may configure discount codes to be limited to one redemption per customer. When this setting is enabled, Shopify will enforce the restriction at checkout and will decline any subsequent redemption attempt by the same customer. This setting applies only to new discount codes generated after it is enabled; existing codes are not retroactively affected.

User Rewards and Commissions will automatically be deducted from the Account Balance. When the Account Balance balance drops below 20% of its Top-up Amount, the Account Balance will automatically be topped to the Auto Top-up Amount. The top-up will be paid by the Brands registered credit card. The Auto Top-up Amount can be changed according to the Brands needs.

Termination. Upon termination of contract, all remaining funds in the Account Balance, after all remaining User Rewards and Commissions are paid, will be refunded to the Brand within 90 days from the end date of the term, subject to the exclusion of any amounts credited to the Account Balance via the Cash to Gift Card Conversion (as defined below), which are non-refundable.

Compensation to Club for Sales - Commissions. For all revenue, without any limitations, generated through the discount codes or tracking links created or distributed via the Club Platform, the Brands will pay Club a commission. The commission % is specified according to the plan chosen by the Brand.

Cash to Gift Card Conversion Fee. If a User buys a gift card through the cash to gift card conversion, Club takes a 20% commission on this conversion. The Brand gets 80% of the cash conversion amount added to their Account Balance. The Brand acknowledges and agrees that any such amounts added to the Account Balance via this conversion are strictly non-refundable and cannot be withdrawn or refunded to the Brand upon termination of the Agreement.

Compensation to those participating in the Brand Program. Club will, through its third party payment partner(s) and on the Brands behalf, be responsible for the payout of Rewards & Commission, from the Brands' Account Balance to the Users on the condition that the Brand has no unpaid or overdue invoices. The Brand is solely responsible for compensating Users for gift cards rewarded through participation in the Brand Program. This might be done automatically through API integration, or if not through manual requests by Users. The Brand may configure a custom minimum withdrawal amount for individual ambassadors via the platform. The default minimum withdrawal amount is \$100.00 USD. Any custom minimum set by the Brand applies only to the specified ambassador and does not alter the platform-wide default.

License fee. The License includes fee for subscription plans and fee for added features outside or in addition to the selected subscription fee. The fee is deducted from the Brands registered credit card on Club. The fee is deducted monthly, on the date of the first paid license fee. This fee can also be paid yearly, if the Brand has opted in for yearly payment.

If the Brand wishes to upgrade their subscription plan, or add any additional features, at any time during the payment cycle for License fee, the relevant plan, features and access will be available to the Brand effective immediately. The brand will only pay for the upgraded plan or added features for the remaining days of the billing cycle.

If you do not wish for your 12 month terms to automatically renew please send us written notice 90 days prior to your renewal date

Transaction fee. All funds added to Account Balance are subject to a 4.79% transaction fee.

Payment. The Brand must enter a credit or debit card in the Club Platform settings. If payments for invoice license fee, commissions or any other amount due under the Agreement are not received by the due date, the card entered in the Club Platform will be debited.

Price increase. The License Fee during any renewal term (every 12 month period) will increase by an amount of 5% compared to the applicable pricing in the prior term.

Termination. Upon termination of contract, all remaining funds in the Account Balance, after all remaining User Rewards and Commissions are paid, will be refunded to the Brand within 90 days from the end date of the term, subject to the exclusion of any amounts credited to the Account Balance via the Cash to Gift Card Conversion (as defined below), which are non-refundable.

11. Governing Law

The Agreement, including these Terms and Conditions, shall be interpreted, construed, enforced and governed in accordance with the laws of Norway.

12. Arbitration

Arbitration. Any dispute, controversy, or claim arising out of, related to or in connection with the Agreement, including these Terms and Conditions, or to the performance, non-performance, interpretation, breach, termination or invalidity thereof, or any claim that a party to the Agreement may assert in any individual, representative or collective capacity or as part of a class, whether based in contract, tort, or otherwise, shall be finally settled and determined solely and exclusively by arbitration administered by the International Chamber of Commerce (the “ICC”) under its then current Rules of Conciliation and Arbitration (the “ICC Rules”). The written award of the arbitrators shall be final and binding upon the parties, and judgment on or enforcement of the award so rendered may be sought, had or entered in any court having jurisdiction.

Initiation of Arbitration. Any party may initiate arbitration by filing a written request for arbitration with the Secretariat of the ICC. A copy of the request shall be furnished to all other parties in accordance with the provisions of the ICC Rules and the provisions herein concerning Notices.

Appointment of Arbitrators. Each party shall appoint an arbitrator, and after consultation with the parties the ICC shall appoint a third arbitrator. Each arbitrator so appointed shall have an international reputation as being experienced in the legal and technical matters related to the dispute.

Location of the Arbitration. The seat of arbitration shall be Oslo, Norway. The arbitrators may hold hearings at such other locations as the arbitrators shall determine, after consultation with the parties.

Language of Arbitration. The arbitral proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in a language other than English shall be submitted in English translation accompanied by the original or true copy thereof.

Resort to the Courts. Nothing in the Agreement, including these Terms and Conditions, prohibits any party from seeking interim or conservatory relief in any court of competent jurisdiction; provided, however that neither the filing of an application for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, nor the granting of such relief, shall be deemed to be a waiver of the obligation of the party to have the dispute heard and determined solely and exclusively by arbitration.

13. Survival

The provisions of Sections 3, 7, 9 and 10 through 12 shall survive the expiration or termination of the Agreement.

14. Amendments

If and when these Terms & Conditions are amended or revised, the so amended and revised Terms & Conditions will be made available on the Club website <https://club.co/brand-terms>, and will take effect after notification in the Club Platform.