



IMPT Platform General Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.impt.io (the '**Website**'). The Website for the IMPT Platform (the '**Services**').
- 1.2. The Website is operated by AI Tokenomics Limited with a registered office at Suite 304, 9 Pembroke Street Upper, Dublin 2 Ireland D02 KR83, hereinafter IMPT. Access to and use of the Website, or any of its associated Products or Services, is provided by IMPT. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of our Services, immediately.
- 1.3. IMPT reserves the right to review and change any of the Terms by updating this page at its sole discretion. When IMPT updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- 2.1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by IMPT in the user interface.
- 2.2. The "**Terms**" is defined as the following:
 - (a) These Terms and Conditions including Partners and Retailers Terms and Conditions.
 - (b) Our Privacy Policy
 - (c) Our Cookie Policy
- 2.3. IMPT is operating under Irish legislation. The products and services provided by IMPT on the Website are not considered to be financial services, or crypto services under this jurisdiction, and therefore does not require any licenses to operate. The IMPT token is considered to be a utility token and is therefore not a financial instrument. As laws and regulations are different in other countries the right to access and/or use the Website (including any, or all of, the products and services offered via the Website) may be illegal in certain countries. You are responsible for determining whether you're accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and that the service offered on this Website is not illegal in the territory where you reside.

3. Registration to use the Services

- 3.1. In order to access the Services, you must first register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Name
 - (b) an email address
 - (c) a mailing address
 - (d) a password
- 3.3. You warrant that any information you give to IMPT in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered user of the Website ('**User**') and agree to be bound by the Terms.
- 3.5. Some of the Services offered will require that you as a User go through a KYC process. The purpose of this process is for IMPT to identify you as a customer. This KYC process is currently provided by a third-party provider ('**KYC Provider**'), Sedicii Innovations Limited, a company incorporated in Ireland (registration number 537185). When the KYC process is initiated, the User will be sent to the KYC Providers webpage, where the KYC process will be carried out.
- 3.6. Some of the Services offered will require that you as a User connect a crypto wallet to the Webpage.
- 3.7. IMPT will charge a commission fee for its services per transaction. By completing a transaction, you agree to this commission.
- 3.8. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with IMPT; or
 - (b) you are a person barred from receiving the Services under the laws of countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a User

- 4.1. As a User, you agree to comply with the following:
 - (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify IMPT of any unauthorized use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of IMPT providing the Services;
- (e) you will not use the Services or the Website in connection with any commercial endeavors except those that are facilitated by the platform or specifically endorsed or approved by the management of IMPT;
- (f) you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by IMPT for any illegal or unauthorized use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Services offered on the platform

- 5.1. IMPT will offer a wide range of Services on the Platform. The current Services will be listed here. IMPT reserves the right to change or discontinue the Services offered at its own discretion.
- 5.2. The Purchase of IMPT tokens. This will be done by referring the User to one of the exchanges where the IMPT token is sold. IMPT does not hold the Users tokens in any way and the transaction is always with a third-party (exchange).
- 5.3. The Purchase of Carbon Credits. To purchase carbon credits, the User will need to connect a wallet to the Platform. The transaction is made between the User and IMPT, where the User pays for Carbon Credits with IMPT tokens.
- 5.4. The Purchase of Goods and Services through the IMPT platform.
 - (a) When Users use the links provided on the IMPT platform to access the retailers' shops (**Vendors / Affiliates**), and make a purchase on the Vendors Affiliates website, IMPT receives a commission in fiat currency.
 - (b) This commission (less the commission fee charged by IMPT) is used to buy IMPT tokens in the market and distribute them to the User. The IMPT tokens that are distributed to the User this way can only be used to buy Carbon Credits. Please see the Whitepaper and the webpage for details.
 - (c) Please note that IMPT is not responsible in any way for the transactions that happen on a third-party website. The transaction is always between the User and the Vendor Affiliate, and the transaction takes place on the Vendors Affiliates website. Consequently, all potential consequences of the transaction, such as returns, refunds, quality of products and services are

between the Vendor Affiliate and the User. IMPT is legally only an affiliate of the Vendor and receives an affiliate payment from the transaction.

- (d) Nor can IMPT guarantee the distribution of IMPT tokens following such a purchase as (in rare cases) the purchase might not be recorded as a purchase that originated from the IMPT website, meaning that IMPT is not recorded as an affiliate and subsequently does not receive an affiliate payment.
- (e) IMPT has entered an agreement for the benefit of its users with GoGift.com (GoGift) for offline retail. Users receive a 2% discount on the value of the card when purchasing through the IMPT website and using in selected Retailer's Stores. The GoGift Card is provided through the IMPT website on payment of the required amount through a "Stripe" payment gateway under their terms of services which are provided at the time of purchase for review. Purchases of GoGift cards through IMPT are done so in accordance with their terms and conditions of purchase and use found here:

<https://www.content.gogift.com/termsandconditions-en>

6. Payment

- 6.1. Currently, IMPT does not charge any fee for certain Services (the '**Services Fee**'). If this is done in the future, that might be by way of:
 - (a) Credit Card Payment ('**Credit Card**')
 - (b) Cryptocurrency ('**Cryptocurrency**')
- 6.2. Currently, the only payment made directly from the User to IMPT is when the User connects the wallet to the IMPT webpage and exchanges IMPT tokens for Carbon Credits. In this scenario IMPT does not hold the Users IMPT tokens or Carbon Credits as this will always be in the Users wallet.
- 6.3. You agree and acknowledge that IMPT can introduce and vary the Services Fee at any time.

7. Refund Policy

IMPT cannot refund any transaction where the User buys or sells Tokens for Carbon Credits. These transactions are final.

Any transaction that happens on a third-party website is a transaction between the User and the vendor. IMPT is not responsible for that transaction, and any refund (if applicable) is the responsibility of the vendor.

IMPT will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the manager of IMPT makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

8. Copyright and Intellectual Property

- 8.1. The Website, the Services and all the related products of IMPT are subject to copyright. The material on the Website is protected by copyright under the laws of Ireland, the UK and EU and through international treaties. Unless otherwise

indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes and are reserved by IMPT or its contributors.

- 8.2. All trademarks, service marks and trade names are owned, registered and/or licensed by IMPT, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained on the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

IMPT does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by IMPT.

- 8.3. IMPT retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 8.4. You may not, without the prior written permission of IMPT and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.
- 8.5. To ensure best practices and respect for GHG crediting program's provisions for Avoiding Double Counting of Carbon Credits, our tokenization partner Thallo Limited maintains custody of the underlying carbon credit asset and ensures retirements are made under rules and procedures established by the registries.

9. Privacy

- 9.1. IMPT takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to IMPT's Privacy Policy, which is available on the Website.

10. General Disclaimer

- 10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law (or any liability under them) which by law may not be limited or excluded.
- 10.2. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) IMPT will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the

Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- 10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of IMPT make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of IMPT) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorized access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of IMPT; and
 - (d) the Services or operation in respect to links which are provided for your convenience.
 - (e) By accessing or using the IMPT platform or other IMPT associated social media outlets, you expressly agree to abstain from and refrain from engaging in any activity that may pose a risk of hacking, fraudulent actions, unauthorized access, or scamming. You acknowledge and recognize that IMPT places utmost importance on the security of its platform and the privacy of its users. Accordingly, IMPT implements robust security measures to safeguard against hacking, fraud, and unauthorized access.

Under no circumstances shall IMPT be held liable for any damages or losses incurred because of unauthorized access, hacking, tampering, or scamming activities, including but not limited to financial losses, data breaches, or reputational harm. IMPT will not under any circumstances be liable for any loss you incur as a result of being the victim of fraud, hacking or some other illegal activity targeted by third parties not associated with IMPT against you on the IMPT website, associated Social Media outlets or third party websites. By accepting these terms, you hereby indemnify IMPT from any claims, liabilities, damages, or costs arising from your violation of this clause or any unauthorized access or fraudulent activities committed by you or through your account.

IMPT reserves the right to terminate or suspend your access to the

platform without prior notice if there are reasonable grounds to believe that you have engaged in hacking, scamming, or any other fraudulent activities.

11. Limitation of liability

- 11.1. IMPT's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 11.2. You expressly understand and agree that IMPT, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Termination of Contract

- 12.1. The Terms will continue to apply until terminated by either you or by IMPT as set out below.
- 12.2. If you want to terminate the Terms, you may do so by:
 - (a) providing IMPT with 1 days' notice of your intention to terminate; and
 - (b) closing your accounts for all of the services which you use, where IMPT has made this option available to you.

Your notice should be sent, in writing, to IMPT via the 'Contact Us' link on our homepage.
- 12.3. IMPT may at any time, terminate the Terms with you if:
 - (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) IMPT is required to do so by law;
 - (c) the provision of the Services to you by IMPT is, in the opinion of IMPT, no longer commercially viable.
- 12.4. Subject to local applicable laws, IMPT reserves the right to discontinue or cancel your account at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts IMPT's name or reputation or violates the rights of those of another party.

13. Indemnity

- 13.1. You agree to indemnify IMPT, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

14. Dispute Resolution

14.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

14.2. Notice:

A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

14.3. Resolution:

On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties**') must:

- (a) Within 14 days of the Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved the Parties are free to commence Court Proceedings in accordance with clause 16.

14.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

14.5. Termination of Mediation:

If two weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15. Venue and Jurisdiction

The Services offered by IMPT are intended to be viewed by residents of Ireland, England, Wales, Scotland and the EU. In the event of any dispute arising out of or in relation to

the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of one of the above at the discretion of IMPT.

16. Governing Law

16.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.

16.2. The parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

17. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable, and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

19. Hyperlinking

THIS SITE MAY PROVIDE LINKS TO OTHER SITES BY ALLOWING THE USER TO LEAVE THIS SITE TO ACCESS THIRD-PARTY MATERIAL OR BY BRINGING THE THIRD-PARTY MATERIAL INTO THIS SITE VIA "INVERSE" HYPERLINKS AND FRAMING TECHNOLOGY (A "LINKED SITE"). IMPT DOES NOT CONTROL ANY LINKED SITE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, DATA, OPINIONS, ADVICE, OR STATEMENTS MADE ON A LINKED SITE. THE FACT THAT IMPT HAS PROVIDED A LINK TO A SITE IS NOT AN ENDORSEMENT, AUTHORIZATION, SPONSORSHIP, OR AFFILIATION WITH RESPECT TO SUCH LINKED SITE, ITS OWNERS, OR ITS PROVIDERS. THERE ARE INHERENT RISKS IN RELYING UPON, USING, OR RETRIEVING ANY INFORMATION FOUND ON THE INTERNET, AND IMPT URGES USER TO MAKE SURE TO UNDERSTAND THESE RISKS BEFORE RELYING UPON, USING, OR RETRIEVING ANY SUCH INFORMATION ON A LINKED SITE.

20. Linked Internet Sites

IMPT prohibits caching, unauthorized hypertext links to the Site, and the framing of any Content available through the Site. IMPT reserves the right to disable any unauthorized

links or frames and specifically disclaims any responsibility for the content available on any other Internet sites linked to the Site. Access to any other Internet sites linked to the Site is at the User's own risk. Users should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from the provisions provided on the Site. IMPT is not responsible for such provisions, and expressly disclaims any and all liability related to such provisions. Any link to the Site must not misrepresent an affiliation or other relationship with IMPT nor misrepresent any possible endorsement by IMPT.

PARTNERS LICENSE AGREEMENT

21. Definitions

21.1. Partner

A Partner is defined as a user that has purchased the right to provide the Services of the Company as a Country Partner, Leadership Partner or an Area Partner and has been approved as such by the Company.

21.2. SaaS (Software as a Service)

The Company offers access to a separate part of the Platform for selected Partners that wish to engage with, and be a part of, the Company's business model. This is offered to the selected Partners as a Service from the Company on a user license basis to grow the participation of Retailers for online and offline shopping for commission. (the "Licensed Methods"). The Company grants the right to others to develop and operate as an IMPT Partner, under the Marks and pursuant to the Licensed Methods.

A Partner shall engage with, introduce, and assist with growing the participation of other Partners and Retailers.

By registering on the IMPT Partner Platform the Partner desires to establish an IMPT Partnership at a location registered by the Partner or to be later identified, and the Company desires to grant the Partner the right to operate as an IMPT Partner at such a location under the terms and conditions which are contained in this Agreement.

21.3. Commission

Commission is defined as the payments a registered Partner will receive depending on their Partner status. Details of commission percentage amounts can be found on the Partner Platform and are determined by the Partner status.

21.4. Confidential Information

information of a confidential nature, including trade secrets and information of commercial value, disclosed by either party, its employees, officers, or representatives to the other party.

21.5. Partner Fee

is the fee payable by the Partner to IMPT on registration of a Country, Region or Area.

21.6. Retailers:

Retailers are Businesses that sign up to be part of IMPT's Loyalty Program and provide commission to IMPT according to their shoppers spend.

21.7. Data Protection Legislation

The Data Protection Acts 1988 and 2003 as amended from time to time and any regulations or enactments made thereunder, Directive 95/45/EU and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes or practice issued by the Office of the Data Protection Commissioner.

21.8. Term

has the meaning given to it in clause 24

21.9. IMPT

(i) the Company; and (ii) any subsidiary, subsidiary undertaking or holding company of the Company and any subsidiary or subsidiary undertaking of any such holding company for the time being.

21.10. Personal Data

data relating to a living individual who can be identified from that data (or from that data and other information in a party's possession).

21.11. Introduction Amount

The value of tokens to be purchased by the Partner for rights to provide the Company services in their chosen Country, Region or Area.

21.12. Staking Program:

The Company's staking program operated by Uncx.network (formally known as Unicrypt) on their website and subject to their own terms and conditions or any other staking program the company may choose from time to time.

21.13. Affiliate

shall mean any corporation, partnership, or other business entity that IMPT has entered into an Agreement, with for the purpose of receiving user shopping rewards.

21.14. Control

means direct or indirect ownership of more than fifty percent (50%) of the voting power, or of the interest in the income of such corporation, partnership or other entity, or having the power to appoint the majority of its directors or otherwise having the power to direct its business activities.

21.15. Key Account Retailer.

A retailer who is onboarded with a minimum of 20 outlets

21.16. Territory

A defined area that the Partner has purchased the right to and been approved by the company for. Currently, there are three types of Territories; Countries, Regions and Areas.

21.17. Gross Retail Sales

shall be defined as receipts and income of any kind from all products or services sold from or through the IMPT Partner, including any such sale of products or services made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, fewer returns for which refunds are made, provided that the refund shall not exceed the sales price and exclusive of discounts, sales taxes, and other taxes, amounts received in settlement of a loss of merchandise, shipping expenses paid by the customer and discount sales to corporations or to charities for fund-raising purposes. "Gross Retail Sales" shall also include the fair market value of any services or products received by the Partner in barter or in exchange for his services and products.

22. Rules of interpretation

22.1. Clause, Schedule, and paragraph headings shall not affect the interpretation of this agreement.

22.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

22.3. Words in the singular shall include the plural and vice versa.

22.4. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

22.5. A reference to writing or written includes faxes and e-mails.

22.6. Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

22.7. References to clauses are to the clauses of this agreement; references to paragraphs are to paragraphs of the relevant Section.

23. The Partner Agreement is offered and will require that you as a Partner go through a KYC process. The purpose of this process is for IMPT to identify you as a partner. This KYC process is currently provided by a third-party provider ('**KYC Provider**'), Sedicii Innovations Limited, a company incorporated in Ireland (registration number 537185). When the KYC process is initiated, the Partner will be sent to the KYC Providers platform on the Company's website, where the KYC process will be carried out. A Partner must carry out and pass the KYC process within one month of the commencement date.

24. Commencement and duration

24.1. This agreement shall commence on the date that the Partner has registered with IMPT and fulfilled the staking requirements and discharged the Partner Fee. (the "Commencement Date") and shall continue unless terminated earlier in accordance with clause 9 or until either party gives the other party written notice to terminate and satisfies the conditions of this agreement (the "term")

25. Platform Access

25.1. The Company hereby authorizes the Partner on a non-exclusive basis (subject to the Company's prior written approval for each of such materials) to:

- i. distribute brochures and product sheets and other printed or digital matter or information provided by IMPT in relation to and for the marketing and promotion of the Services;
- ii. advertise, market and promote the sale of the Services in various media (including but not limited to brochures and product sheets and online advertising), subject to the approval of IMPT; and,
- iii. provide Prospective Partners through such channels, access to the Company's website and the opportunity to obtain information about, and application forms, for the Services.

25.2. The Partner agrees at all times to faithfully, honestly, and diligently perform the Partner's obligations hereunder, and to continuously exert best efforts to promote IMPT. The Partner agrees to utilize the Marks and Licensed Methods to operate all aspects of the business hereunder in accordance with the methods and systems developed and prescribed from time to time by the Company, all of which are a part of the Licensed Methods. The Partner shall offer such services (the "Services") as the Company shall designate and shall be restricted from selling any products or services not previously approved by the Company in writing. The Partner must feature IMPT brand items manufactured by the Company, or its designated suppliers and related non-primary items ("Items") approved by the Company in writing. The Partner shall ensure that it is not in any breach of any local laws in their territory by promoting the licensing methods and offering the Services prior to entering this agreement.

26. Proprietary Rights

26.1. In consideration for the mutual promises contained in this agreement, IMPT hereby grants to the other for the Term a non-exclusive and non-transferable licence to use and display its trademarks solely for the purposes contemplated by and to the extent necessary to comply with its obligations under this agreement provided that, for the avoidance of doubt, all use by of trademarks shall be subject at all times to prior written approval from IMPT and all resulting

goodwill or other intellectual property created under or in relation to this agreement shall vest in or be automatically assigned to IMPT

26.2. IMPT grants to the Partner and the Partner accepts from IMPT, the right to use the Marks and Licensed Methods in connection with the establishment and operation as an IMPT Partner, at the Territory described in this Agreement. The Partner agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by IMPT from time to time, only in accordance with the terms and conditions of this Agreement.

26.3. The Partner shall:

- i.** serve IMPT faithfully and diligently and not to allow its interests to conflict with its duties under this agreement;
- ii.** act in good faith towards IMPT;
- iii.** use its best endeavors to make secure Partner Introductions for the benefit of IMPT and projects IMPT supports;
- iv.** ensure any graphics displaying IMPT's name and/or logo shall be active links back to the IMPT website or such other page as advised by IMPT
- v.** immediately bring to the attention of IMPT by notice in writing any complaints, concerns and feedback from others that IMPT engages with as well as any improper or wrongful use of IMPT's trademarks or other intellectual property rights in connection with the Services which, in each case, come to the notice of Partner and in the performance of its duties under this agreement and will, at the request and cost of the IMPT, take all reasonable steps required by IMPT to defend such rights;
- vi.** comply in all material respects with all applicable laws;
- vii.** save in respect of the Permitted Third-Party Services not, during the term of this agreement, develop, market, distribute, promote or license any Services that competes, directly or indirectly with the Services, without the prior written consent of IMPT;
- viii.** not engage in any conduct which is prejudicial to IMPT's business or the marketing of the Services generally; and
- ix.** comply with all reasonable and lawful instructions of IMPT.

26.4. The Partner shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorized to bind IMPT in any way and shall not do any act which might reasonably create the impression that the Partner is

so authorized. The Partner shall not make or enter any contracts or commitments or incur any liability for or on behalf of IMPT, including for the provision of the Services or the price for them.

26.5. The Partner shall not, without IMPT's prior written consent, make or give any representations, warranties or other promises concerning the Services which are not contained in IMPT's marketing material.

27. Payment

27.1. The Partner shall be entitled to a Commission fee payment based on commission received and calculated from the Gross Retail Sales, discharged by IMPT on monthly basis with VAT (if applicable). The Partner will invoice monthly to IMPT the fee for the previous month which IMPT will advise. IMPT will discharge the invoice equivalent using a payment method agreed with the Partner.

27.2. The Partner is responsible to discharge all his/her own taxes which arise by any payments under this agreement. All sums payable under this agreement shall be paid in full without any deductions (including deductions in respect of items such as income, corporation, or other taxes, charges and/or duties) except where the payor is required by law to deduct withholding tax from sums payable to the payee. If the payor is required by law to deduct withholding tax, then the payor and the payee shall cooperate in all respects and take all reasonable steps necessary to:

- i. lawfully evaluate making any such deductions; or
- ii. enable the payee to obtain a tax credit in respect of the amount withheld.

27.3. If any dispute arises as to the amount of Partner payable by IMPT to the Partner, the same shall be referred to IMPT's CEO for settlement and their decision, save in the case of manifest error, shall be final and binding on both parties.

28. Partner Fee

The Partner agrees to pay IMPT the Partner Fee.

29. Staking

The number of tokens will be determined by the Territory. These tokens are locked for two years and if any part are withdrawn thereafter this agreement shall terminate immediately without notice.

30. Partner Location and Designated Area

The Partner is granted the right to operate as an IMPT Partner at their registered Territory. ("Partner Location").

The rights that are granted to the Partner under this Agreement are for the specific Partner Location and cannot be transferred to any other location without the prior written approval of IMPT. If the Partner has operated an IMPT Partner for not less than 12 months and desires to relocate it to an alternative site, the Partner must set forth its reasons for requesting the relocation in writing to IMPT, along with a proposed new location. IMPT will have 30 days from receipt of the Partner's written request to respond with its decision which will be final.

31. Obligations of IMPT

31.1. IMPT must at all material times act in good faith towards the Partner.

31.2. IMPT shall provide the Partner at all material times with the information the Partner reasonably requires to carry out his duties, including marketing information for and details of the Services, and information about IMPT.

31.3. IMPT shall inform the Partner immediately if IMPT alters, suspends or ceases to perform the Services.

31.4. IMPT shall not be responsible for any costs incurred by the Partner unless such costs have been agreed by IMPT in writing, in advance.

31.5. IMPT shall provide the Partner with a company email address.

32. Data Protection

32.1. Each party agrees that it shall, in relation to Personal Data processed in connection with this agreement:

- i.** process the Personal Data in accordance with the Data Protection Legislation and any other applicable data protection legislation;
- ii.** process the Personal Data only so far as is necessary for the purpose of performing its obligations under this agreement;
- iii.** not disclose or allow access to Personal Data other than by its employees or third parties engaged to perform obligations pursuant to this agreement, and ensure that such employees or third parties are subject to written contractual obligations concerning the Personal Data which are no less onerous than those imposed by this agreement;
- iv.** having regard to the state of technological development and the cost of implementing any measures, take appropriate technical and organisational measures against the unauthorized or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

- (a) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage; and
 - (b) the nature of the Personal Data to be protected;
- v. take reasonable steps to ensure compliance with those measures;
- vi. discharge its obligations under this agreement with all due skill, care and diligence; and
- vii. assist the other party to comply with such obligations as are imposed on that party by the Data Protection Legislation and any other applicable legislation.

32.2. Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of that party's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by that party, its employees or agents.

33. Confidentiality

33.1. Each party (the "Receiving Party") agrees that it shall at all times (both during the term of this agreement and after its termination) keep confidential, and shall not without the prior written consent of the other party (the "Disclosing Party") use (other than as permitted in clause 9.2) or disclose to any third party (other than as permitted in clause 9.3), any Confidential Information of the Disclosing Party, unless such information:

- i. was public knowledge or already known to the Receiving Party at the time of disclosure;
- ii. subsequently becomes public knowledge other than by breach of this agreement;
- iii. subsequently comes lawfully into the possession of the Receiving Party from a third party; or
- iv. is agreed by the parties not be confidential or to be disclosable.

33.2. The Receiving Party may use the Disclosing Party's Confidential Information in the performance of its obligations and the exercise of its rights under this agreement and in particular:

- i. IMPT may use all information disclosed to it by the Partner relating to the market for the Services and the Prospective Clients in the

development of its business and in marketing to such Potential Clients, both during and after the term of this agreement;

- ii. the Partner may, during the term of this agreement only, use Confidential Information disclosed to it by IMPT for the purposes of identifying Prospective Clients and seeking to make Introductions to such Prospective Clients.

33.3. The Receiving Party may, to the extent necessary to implement the provisions of this agreement (but for no other reason), disclose the Disclosing Party's Confidential Information:

- i. to any Prospective Client;
- ii. where necessary to comply with any law, regulation, order or legitimate request, to any relevant governmental or other authority or regulatory body;
- iii. where the Receiving Party is a body corporate, to any member of the same group of companies; or
- iv. to any employees, officers, or representatives of the Receiving Party or any of the above.

provided that, before any such disclosure the Partner shall make those persons aware of its obligations of confidentiality under this agreement

33.4. The Receiving Party shall procure those members of its group of companies, its own employees, officers and representatives and those of members of its group of companies are made aware of and comply with the confidentiality obligations set out in this clause 29.

33.5. The Receiving Party shall make any Prospective Clients and any relevant governmental or regulatory body aware of the confidentiality obligations set out in this clause 29 and shall use its best endeavors to obtain a binding written undertaking to comply with such obligations from any Prospective Clients, such undertaking to be directly enforceable by the Disclosing Party.

33.6. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Partner from IMPT shall be returned promptly to IMPT on termination of this agreement, and no copies shall be kept.

34. Limitation of Liability

34.1. Neither party excludes or limits liability to the other party for:

- i. fraud or fraudulent misrepresentation;
- ii. death or personal injury caused by negligence; or
- iii. any matter for which it would be unlawful for it to exclude liability.

34.2. Subject to clause 28.1 above, IMPT shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- i. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- ii. any loss or corruption (whether direct or indirect) of Personal Data or information (other than as is set out in the Data Protection Legislation);
- iii. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- iv. any loss or liability (whether direct or indirect) under or in relation to any other contract.

34.3. Clause 28.2 shall not prevent claims, which fall within the scope of clause 30, for:

- i. direct financial loss that are not excluded under any of the categories set out in clause 30.2i to clause 30.2iv; or
- ii. tangible property or physical damage

35. Training

After the Partner registers for the Partner Location, the Partner or, if the Partner is not an individual, the person designated by the Partner to assume primary responsibility for the management of the IMPT Partner ("General Manager") is required to attend and successfully complete the initial training program which is offered by IMPT at one of IMPT's designated training facilities or by digital conference,.

IMPT's initial training program shall be provided by IMPT as is necessary. provided, however, that IMPT reserves the right to waive a portion of IMPT's training program or alter the training schedule if, in IMPT's sole discretion, the Partner or General Manager has sufficient prior experience or training.

From time to time, IMPT may present seminars, conventions, or continuing development programs or conduct meetings for the benefit of the Partner.

36. Development Assistance

In addition to IMPT's initial training, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, IMPT will provide the Partner prior to opening with an advertising plan and advertising copy for Partner's grand opening.

In addition to the other operational assistance and advice provided by IMPT pursuant to other provisions of this Agreement, at the opening of the Partner's location and for a period thereafter, IMPT shall provide the training services of a representative to assist the Partner and provide further training in connection with the operation of the Partner's location.

37. Operations Manual

IMPT will provide access to manuals, if applicable, technical bulletins, and other written materials (collectively referred to as the "Operations Manual") covering ordering of supplies, manufacturing, processing, and stocking and other operating and in-store marketing techniques.

The Partner agrees to use the Marks and Licensed Methods only as specified in the Operations Manual. IMPT reserves the right to revise the Operations Manual from time to time as it deems necessary to update or change operating and marketing techniques, standards, and specifications for all components of the Licensed Methods.

The Partner shall not operate any other business or profession from or through the Partner location. If the Partner is an entity, the entity shall only operate the IMPT Partner governed by this Agreement and no other business, unless the Partner receives IMPT's prior written approval. Upon request of IMPT, the Partner shall promptly provide to IMPT proof, reasonably acceptable to IMPT, of such ownership.

38. Quality Control

The Partner agrees to maintain and operate his IMPT Partner strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by IMPT in accordance with this Agreement. The Partner is prohibited from offering or selling any products or services not authorized by IMPT.

39. Default and Termination

Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, IMPT shall have the right, at its option, to terminate this Agreement and all rights granted the Partner hereunder, without affording the Partner any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice to the Partner, upon the occurrence of any of the following events:

- a. Abandonment. If the Partner ceases to operate the IMPT Partner or otherwise abandons the IMPT Partner for a period of 30 consecutive days, or any shorter period that indicates an intent by the Partner to discontinue operation of the IMPT Partner, unless and only to the extent that full operation of the IMPT Partner is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Partner's control and not related to the availability of funds to the Partner;
- b. Insolvency; Assignments. If the Partner becomes insolvent or is adjudicated bankrupt; or any action is taken by the Partner, or by others against the Partner under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law), or if the Partner makes an assignment for the benefit of creditors, or a receiver is appointed by the Partner;
- c. Criminal Conviction. If the Partner is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of IMPT, to materially and unfavorably affect the Licensed Methods, Marks, goodwill or reputation thereof;
- d. Failure to Make Payments. If the Partner fails to pay any amounts due IMPT or affiliates, including any amounts which may be due as a result of any sub-agreement between the Partner and IMPT, within 10 days after receiving notice that such fees or amounts are overdue;
- e. Misuse of Marks. If the Partner misuses or fails to follow IMPT's directions and guidelines concerning use of IMPT's Marks and fails to correct the misuse or failure within ten days after notification from IMPT;
- f. Unauthorized Disclosure. If the Partner intentionally or negligently discloses to any unauthorized person, the contents of or any part of IMPT's Operations Manual or any other trade secrets or confidential information of IMPT;
- g. Repeated Non-Compliance. If the Partner has received two previous notices of default from IMPT and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Partner.
- h. Other. Any other covenant that the parties feel is sufficient cause to terminate this Agreement.
- i. an application is made to Court, or an Order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company)
- j. a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- k. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- l. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events.
- m. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- n. there is a change of control of the other party (being a company).
- o. Failure to Deliver: a Partner, other than an area Partner fails to onboard 20% of partners required as defined on the platform for their territory each twelve-month period from the commencement date and deliver three key account retailers each 12-month period.
- p. An area partner fails to deliver and onboard four Retailers per month.
- q. An area partner fails to train Retailers to sign up their own customers to the IMPT.
- r. A Country Partner must achieve 0.01% of the Country's population shopping through onboarded retailers within two years of the commencement date.
- s. A Partner is deemed to have made no effort in onboarding other partners or in the case of an area partner and any Partner has failed to make any effort to onboard a retailer within one month of the commencement date.
- t. A Partner failed to carry out the KYC process in accordance with clause 23.

40. Consequences of termination

- 40.1. Other than as set out in this clause, neither party shall have any further obligation to the other under this agreement after its termination.
- 40.2. The following clauses shall continue to apply after the termination of this agreement: clause 22,25-26,29, 31-34 and 39-53.
- 40.3. Termination of this agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at termination.

41. Restrictive Covenants

The Partner acknowledges that, in addition to the license of the Marks hereunder, IMPT has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing,

advertising, and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the Partners of IMPT using the Marks and Licensed Methods. The Partner, therefore, agrees that other than the IMPT Partner licensed herein, neither the Partner nor any of the Partner's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

The Partner shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining IMPT's written consent. The Partner acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to IMPT, and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to IMPT.

42. Insurance

The Partner shall procure and maintain:

- (i) Comprehensive general liability insurance for the Partner Location and its operations:
- (ii) Unemployment and worker's compensation insurance with broad form all-states endorsement coverage sufficient to meet the requirements of the law.

43. Modification.

IMPT and/or the Partner may modify this Agreement only upon execution of a written agreement between the two parties. The Partner acknowledges that IMPT may modify its standards and specifications and operate and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent in which IMPT, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

44. Independent status

The Partner is an independent licensee, and nothing in this agreement shall constitute the creation, the establishment of a partnership as defined under the Partnership Acts or joint venture or employer and employee between the parties.

Nothing in this clause shall limit or exclude any liability for fraud

45. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Partner agrees and understands that IMPT shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. IMPT does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Partner further acknowledges and agrees that no representations have been made to it by IMPT regarding projected sales volumes, market potential, revenues, profits of the Partner's IMPT Partner, or operational assistance other than as stated in this Agreement or in any disclosure document provided by IMPT or its representatives. Nothing in this agreement shall exclude liability for fraud. Partner is subject to general terms and conditions of IMPT.

46. Legal Fees.

In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee, or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceedings as a result of such dispute. A Partner must take their own legal advice with regard to the contents of this agreement.

47. Injunctive Relief.

Nothing herein shall prevent IMPT or the Partner from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.

48. Assignment

This agreement may be transferred and assigned by IMPT but is personal to the Partner who shall not assign, transfer, mortgage, charge, subcontract, declare a trust of or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of IMPT.

49. No waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

50. No Right to Set Off

The Partner shall not be allowed to set off amounts owed to IMPT for Royalties, fees, or other amounts due hereunder, against any monies owed to Partner, nor shall the Partner, in any event, withhold such amounts due to any alleged nonperformance by IMPT hereunder, which right of set-off is hereby expressly waived by the Partner.

51. Invalidity.

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

52. Notice

Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

i. For the Company:

Party: AI TOKENOMICS LIMITED

Contact: Chief Legal Officer

Address: Suite 304, 9 Pembroke Street Upper, Dublin 2 Ireland

ii. For the Partner: According to Registered address.

53. Governing law, Jurisdiction and Contract Formation

53.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.

53.2. The parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

53.3. This agreement shall be binding on both parties at the time of commencement.

53.4. Any controversy or claim arising out of or in connection with a Partner Agreement shall be settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the Chairman for the time being of the Chartered Institute of Arbitrators or the Law Society of Ireland.

54. Retailers

- 54.1. Retailers are defined as businesses or individuals that sign up to be part of IMPT Planet's Loyalty program and are approved for participation by IMPT.

55. Signing up

- 55.1. Signing up is defined as retailers' submission of registration form.
- 55.2. Retailers sign up by filling in an online form, adding a credit card, downloading an app, and allowing bar-code receipt payments to be usable.
- 55.3. Participating Retailers must meet the eligibility criteria set by IMPT, including but not limited to having a valid business license, if applicable, complying with applicable laws and regulations, and maintaining a positive reputation.
- 55.4. By filling online form and submitting it Retailer confirms that information is valid and truthful.
- 55.5. IMPT reserve the right to accept or reject the participation of any Retailer at their sole discretion.

56. Commission

- 56.1. Commission is defined as the percentage reward offered by Retailers to IMPT from customers as a way to encourage purchases to use the Retailers products and service.
- 56.2. Participating Retailers agree for IMPT to provide Carbon Credits to customers who are using IMPT mobile app within the Retailers outlet.
- 56.3. Commission percentage is agreed upon registration of the Retailer at the discretion of the Retailer.
- 56.4. Commission is paid on monthly basis and Retailers are invoiced by IMPT with VAT if applicable.

57. Marketing and Promotion

- 57.1. Retailers consent to the use of their names, logos, and other identifying marks for promotional purposes related to IMPT, both online and offline, unless otherwise agreed upon.
- 57.2. IMPT may undertake joint marketing and promotional activities to raise awareness of Planet's Loyalty program and its benefits.
- 57.3. IMPT shall provide to the Retailer and Retailer shall have a right to distribute brochures and other marketing materials where applicable.

58. Payment methods

- 58.1. Payments are processed by Stripe or other payment processing methods provided by IMPT in accordance with their terms and conditions.
- 58.2. Retailers will be invoiced on a monthly basis after providing IMPT with Credit Card details according to generated commission.

59. Term and Termination

- 59.1. Agreement between IMPT and Retailer shall commence upon the acceptance of a Retailer into the Planet's Loyalty Program and continue until terminated by either party with reasonable notice.
- 59.2. IMPT reserve the right to terminate a Retailer's participation in the Planet's Loyalty Program at any time, for any reason, at their sole discretion.

60. Modification of Terms

- 60.1. IMPT may modify these Terms and Conditions by providing written notice to the Participating Retailers. Continued participation in the Planet's Loyalty Program after such modifications shall constitute acceptance of the revised terms.

61. Limitation of Liability

Participating Retailers understand and agree that IMPT shall not be held liable for any direct, indirect, incidental, or consequential damages arising out of or related to the Planet's Loyalty Program, except for damages caused by IMPT willful misconduct or gross negligence.

62. Governing Law and Jurisdiction

- 62.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of Ireland, or such other jurisdiction chosen at the discretion of the Company.
- 62.2. The parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

63. Terms and Conditions of promotional campaigns, contests, and giveaways

- 63.1. By entering or participating in the campaign, each participant agrees to Terms and Conditions and the decisions of IMPT, which are final and binding in all respects.
- 63.2. By entering the campaign, the contestant agrees to comply with and abide by these Terms and Conditions and the decisions of the IMPT and represents and warrants that contestant meets the eligibility requirements. In addition, contestant agrees to accept IMPT decisions as final and binding as it relates to the content of this campaign. Participants should contact solely IMPT with any questions, comments or issues related to the campaign.
- 63.3. Only IMPT users that passed through required KYC (Know Your Customer) measures are eligible to join this campaign.
- 63.4. Participant may be disqualified at the sole discretion of the IMPT. Participant must provide the information requested. Participant may not enter more times than indicated by using multiple email addresses, identities, or devices to circumvent the rules. If participant use fraudulent methods or otherwise attempt to circumvent the rules of the IMPT, participant submission may be disqualified at the sole discretion of the IMPT.
- 63.5. Employees, independent contractors, interns, officers, directors, and agents of IMPT and their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the campaign.
- 63.6. This campaign is in no way associated with Twitter, Facebook, Instagram, or any social media platform.
- 63.7. An eligible participant is someone that has completed all the requirements listed in the social media posts.
- 63.8. Winners will be selected based on different factors, including, but not limited to the creativity and uniqueness of the participants' entries, authenticity, and others.
- 63.9. The actual value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by IMPT. No cash or other prize substitution shall be permitted except for at the IMPT discretion. The prize is non-transferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not permitted. All prize related expenses, including without limitation all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for IMPT to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 63.10. By entering this campaign participant understands and agrees that IMPT and anyone acting on behalf of IMPT or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the IMPT. If the content

of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless IMPT from and against any suit, proceeding, claims, liability, loss, damage, costs, or expense, which IMPT may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

- 63.11. IMPT reserves the right to disqualify any participants immediately for any improper behavior.
- 63.12. IMPT reserves the right to cancel or amend these Terms and Conditions at sole discretion.
- 63.13. IMPT reserves the right to retweet, repost, or use the image/video entries once the entry is shared for the purpose of this campaign.
- 63.14. Acceptance of Rules: By participating in the campaign, participant has affirmatively reviewed, accepted, and agreed to all the Terms and Conditions.