

MOBILE COUPON FACTORY AGREEMENT

**iProximity Pty Ltd ACN. 167543768 Trading As Mobile
Coupon Factory, PO Box 169, Elwood, Victoria, Australia
3184**

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meaning set out below:

- Agreement means the License Agreement for Mobile Coupon Factory comprising the Specific Terms and Conditions and the General Terms and Conditions hereto.
- Business Day means a day on which banks are generally open for business in Melbourne Australia.
- Confidential Information means any information of a non-public, confidential or proprietary nature, whether of commercial, financial or technical nature, customer-, supplier-, product- or production-related or otherwise, including samples, information and specifications relating to Mobile Coupon Factory, patent applications, process designs, process models, materials and ideas, disclosed by the Licensor to the Licensee. Such information may be disclosed in any form, provided that it is disclosed reasonably in connection with the Agreement.
- Control means the power, factual or by law, to exercise a decisive influence on the designation of the majority of the directors of a company, or on its management. Notably, there is legal control when it results from the possession of the majority of the voting rights linked to the shares of the controlled company.
- Impression means playing a given video or audio source without exchanging such video or audio source with another video or audio source. For the avoidance of doubt, pausing and playing, or seeking in the same video or audio source is considered as the same Impression.
- Intellectual Property Rights means any intellectual property rights, including copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, Confidential Information, trade secrets and Know-How, registered designs, design rights, patents, utility models, all rights of whatsoever nature in computer software and data, all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world

and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.

- Know-How means any information relating to commercial, scientific and technical matters, inventions and trade secrets, including but not limited to any patentable technical or other information which is not in the public domain including information comprising or relating to concepts, discoveries, data, designs, formulae, ideas, reports and data analyses.
- Privacy Policy means how we will use any data collected by mobile Coupon Factory and is available on our website <http://www.mobilecouponfactory.com>
- General Terms and Conditions defines other general terms and conditions governing the use of Mobile Coupon Factory services which can be found at <http://www.mobilecouponfactory.com>
- Taxes any Goods and Services Tax (GST) value added tax (VAT), sales tax, income tax, consumption tax or any other similar tax, duty, fee, levy or other governmental charge, customs duties and other levies.

2. GRANT OF LICENSE

2.1. License

2.1.1. In consideration of timely advanced payment by the Licensee to the Licensor of the License Fee and in accordance with the General and Specific Terms and Conditions, the Licensor grants to the Licensee, and the Licensee accepts from the Licensor, a non-exclusive and non-transferable right and license to use Mobile Coupon Factory for the creation, distribution, validating and use of digital coupons.

2.1.2. This License is expressly limited to the Term of this Agreement, our General Terms & Conditions and our Privacy Policy as mentioned in the Specific Terms and Conditions.

2.1.3. For the avoidance of doubt, the License granted under Clause 2.1 shall not include any modifications or upgrades of any kind to Mobile Coupon Factory made by the Licensor after the Effective Date except for the upgrades that have been made publicly available in accordance with Clause 7.

2.2. Sublicense

The Licensee shall not be entitled to grant sub-licenses of the rights granted under Clause 2.1 without the Licensor's prior written consent.

2.3. Reverse Engineering / Modifications

Unless enforcement of this provision is prohibited by applicable law, the Licensee may not decompile, disassemble, reverse engineer, decipher, decrypt

or otherwise attempt to discover the source code or any other parts of the mechanisms and algorithms used for Mobile Coupon Factory nor create derivative works of Mobile Coupon Factory or of any part of Mobile Coupon Factory. The Licensee may not alter, modify, adapt, port or merge Mobile Coupon Factory or any part thereof.

2.4. Ownership

The Licensee recognizes that all Intellectual Property Rights and Know-How related to Mobile Coupon Factory shall remain the Licensor's property. Unless otherwise agreed upon between the Parties, the Licensor shall own any Intellectual Property Rights in any enhancements or modifications made to Mobile Coupon Factory.

3. FEES AND REMUNERATION

3.1. License Fee

3.1.1. The Licensee shall pay to the Licensor a fixed campaign fee (Campaign Fee), or monthly or yearly recurring license fee (the License Fee) as set out below.

3.1.2. The License Fee will be subject to a yearly evaluation and can be adapted by the Licensor.

3.2. Payment

3.2.1. Invoicing

The License Fee, Campaign Fee or any relevant part thereof will be the amount in either Australian Dollars AUD or US Dollars USD mentioned on the invoice. The prices on the invoice are always excluding GST, VAT and other Taxes, which are at the expense of the Licensee. All invoices are payable at iProximity's registered office, prior to the commencement date in full or within the agreed terms. Late or non-payment will make all other invoices, even non-due invoices or invoices for which a term of payment was granted, immediately due. In case of late or non-payment of any amount due to iProximity, such amount shall bear interest at the rate of 1% per month from the date on which such amount has become due and payable, without any notice. Furthermore, iProximity has the right to recover compensation for all costs, such as collection charges and legal fees, costs and attorney's fees, both for the legal and non-legal actions. Notwithstanding the foregoing, iProximity reserves the right to deny access to the Product due to default or non-payment. Received payments are first charged on overdue interest, damages and recovery costs, then the principal of the oldest due invoice, regardless of any note(s) with the payment(s).

3.2.2. Guaranties and securities

The Licensor may at any time demand guaranties and securities of the Licensee which it deems appropriate in view of the good execution of the Licensee's commitments.

4. COMMENCEMENT AND DURATION

This Agreement shall commence on the Effective Date and shall, subject to the provisions of Clause 5, continue in effect for either, a defined set campaign period, or, a definite duration of one (1) year (and each such one-year period a Term and the expiry date of each such Term, the End Date).

This Agreement will be tacitly renewed for consecutive Terms, unless one of the Parties terminates the Agreement in accordance with Clause 5.1.1.

5. TERMINATION

5.1. Termination

5.1.1. Either Party may terminate this Agreement either at the end of defined campaign period, or in the case of an annual licence at the monthly End Date by giving one (1) month prior written notice to the other Party. For the sake of clarity, a campaign period may not be terminated before the agreed campaign end date.

5.1.2. Without prejudice to any other rights to which it may be entitled, either Party may give notice in writing to the other Party terminating this Agreement with immediate effect and without court authorization:

a) if the other Party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fifteen (15) calendar days of that Party being notified in writing of the breach; in any case, the following (non-exhaustive) list of events will be considered as a material breach:

- i. the Licensee fails to pay the License Fee or Campaign Fee within the agreed payment terms as set out in Clause 3.2.1 above;
- ii. the Licensee prevents the Licensor from tracking impressions or causes the information resulting from the tracking of the impressions to be incorrect or invalid as set out in Clause 8;
- iii. The Licensee uses the License in violation of its purpose, contrary to the normal use, the public order or any other regulation.

b) if an order is made or a resolution is passed for the winding up of the other Party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or if a receiver is appointed of any of the other Party's assets or undertaking or if circumstances arise which entitle the Court or a

creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other Party takes or suffers any similar or analogous action in consequence of debt;
c) in case of a change of Control of the Licensee.

5.2. Effects of termination

5.2.1. General

All rights granted to the Licensee under this Agreement shall forthwith terminate and immediately revert to the Licensor. All use of Mobile Coupon Factory shall be discontinued.

5.2.2. Accrued Rights and Obligations.

Termination of this Agreement for any reason shall not release any Party hereto from any obligation which, at the time of such termination, has already accrued and become due to the other Party or which is attributable to a period prior to such termination nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

5.2.3. Unpaid amounts

In case of termination of this Agreement, for any reason whatsoever, all unpaid Fees shall become immediately collectible and the Licensor shall be entitled, in addition to any other remedies available to it, to take all necessary steps to collect such amounts, together with all costs, indemnities, compensations, damages, fees and expenses incurred by the Licensor.

6. SUPPORT

6.1. Support

6.1.1. Support queries (relating to the use of the Mobile Coupon Factory and errors in or downtime of Mobile Coupon Factory) must be submitted via email to support@MobileCouponFactory.com within the shortest delay of becoming aware of the disturbance in use or the occurrence of the error.

6.1.2. The Licensee will use its best efforts to react to the support queries within 2 working days.

6.2. Documentation

The Licensor shall make available to the Licensee general documentation regarding the minimum technical requirements, the suitability, the integration, the features and compatibility of Mobile Coupon Factory on its website (<http://www.MobileCouponFactory.com>).

7. UPGRADES

7.1. The Licensor has no obligation whatsoever under this Agreement to upgrade, modify or release new versions of Mobile Coupon Factory.

7.2. The Licensee shall only be entitled to upgrades of Mobile Coupon Factory that have been made publicly available by the Licensor.

8. TRACKING OF IMPRESSIONS

The Licensor will have at all times the right to track the impressions on Mobile Coupon Factory. The Licensee may not prevent the Licensor from tracking impressions or cause that the information resulting from the tracking of the impressions is incorrect or invalid.

9. MARKETING AND USE OF NAME

The Licensee may not use the Licensor's trademarks, service marks, logos, and/or branding in any external publicity material without the Licensor's prior written consent. The Licensor may refer to the Licensee's name, trademarks, service marks, logos, and/or branding as well as the existence of the License in (i) marketing and publicity materials as an indication of its experience, and (ii) internal data systems.

10. WARRANTIES

10.1. Specifications

The Licensor warrants that Mobile Coupon Factory is in accordance with the minimum technical requirements provided by the Licensor to the Licensee in accordance with Clause 6.2. The Licensor does not provide any guarantee as to quality / suitability / features / compatibility of Mobile Coupon Factory other than as mentioned in the general documentation (cf. Clause 6.2).

10.2. As is

Mobile Coupon Factory is provided "AS IS" and, except as specified in this Clause 10, and is provided without warranty of any kind, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose not expressly agreed on between the Parties.

10.3. Third parties

10.3.1. The Licensor will not indemnify nor hold harmless the Licensee against any infringements of any rights of third parties.

10.3.2. The Licensee will be exclusively responsible for payment of royalties to third parties in connection with the use of Mobile Coupon Factory by customers of the Licensee.

10.4. Privacy

The Licensee is solely responsible for the collection of personal data of its (potential) customers and for compliance with the applicable laws on privacy and data protection. Please refer to our separate Privacy Policy on our website <http://www.mobilecouponfactory.com>

11. LIMITATION OF LIABILITY

11.1. The Licensor's total aggregate liability to the Licensee or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under a warranty, under statute or otherwise, under or in connection with this Agreement shall be limited to either the Campaign Fee the amount of the yearly License Fee of the preceding Term.

11.2. Notwithstanding any other provision of this Agreement, the Licensor shall not be liable vis-a-vis the Licensee or to any third party, whether in contract (including under any indemnity or warranty), in tort (including negligence) under a warranty, under statute or otherwise, under or in connection with this Agreement for any lost revenue, lost profit, lost data or corrupted data, or indirect or consequential damages, however caused, arising out of the use of or inability to use Mobile Coupon Factory even if the Licensor has been advised of the possibility of such damages.

12. CONFIDENTIALITY

12.1. Treatment of Confidential Information

12.1.1. The Licensee agrees and undertakes that for the duration of this Agreement as well as for ten (10) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the Licensor divulge to any third party any Confidential Information concerning the Licensor or its activity it has received or obtained in the framework of this Agreement.

12.2. Release from restrictions

The provisions of Clause 12 shall not apply to any Confidential Information of the Licensor that:

- a) at the time the Licensee discloses it to a third party or uses it, is generally known to the public through no fault of the Licensee; or
- b) at the time the Licensee uses it or discloses it to a third party, has been

made available to the Licensee by a third party having the lawful rights to do so without breaching any such obligation of non-use or confidentiality; or
c) is proven by the Licensee to have been independently developed by the Licensee without making use of the Confidential Information; or
d) the Licensee is required to disclose to comply with applicable laws, or to comply with governmental regulations, provided that the Licensee provides prior written notice of such disclosure to the Licensor and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure and affords the Licensor as much notice as possible of such disclosure to allow the Licensor to do likewise.

12.3. Confidential terms

Each Party agrees not to disclose any terms of this Agreement, with the exception of the permitted disclosure under Clause 9, to any third party without the prior written consent of the other Party who must not unreasonably refuse, withhold or delay the giving of consent.

12.4. Survival

This Clause 12 shall remain in full force and effect notwithstanding any termination of this Agreement.

13. MISCELLANEOUS PROVISIONS

13.1. Independent contractors

Both Parties are independent contractors under this Agreement. Consequently, nothing in this Agreement is intended or may be construed so as to establish a partnership or joint venture between the Parties and neither Party shall have the authority (actual or apparent) to bind the other Party.

13.2. No implied rights

Other than expressly provided for in this Agreement, nothing in this Agreement grants or shall be construed to grant to any Party any right and/or any license to any Intellectual Property right or application therefore (including but not limited to patent applications or patents) which are held by and/or in the name of the other Party and/or which are controlled by the other Party, or to any Confidential Information received from the other Party.

13.3. Force Majeure

With the exception of payment obligations, neither Party shall be held in breach of its obligations hereunder to the extent only that due performance or observance of such obligation is prevented or delayed by war and other

hostilities, civil commotion, accident, trade disputes, acts or restraints of government imposition or restrictions of imports or exports or any other cause not within the control of the Party concerned.

The Party concerned shall forthwith notify the other Party of the nature and effect of such event and both Parties shall, where the same is practicable, use every reasonable endeavour to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.

13.4. Costs

Save as otherwise provided in this Agreement, each Party bears its own costs relating to the negotiation, preparation and execution and implementation by it of this Agreement and of all other ancillary documents.

13.5. Notices

All notices or other communication required or permitted to be given in writing under this Agreement must be given in the English language by email (confirmed by registered mail or express courier service).

13.6. Other agreements - amendments

This Agreement and any agreement entered into pursuant to this Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all prior negotiations, arrangements and understandings, whether or not in writing, between the Parties with respect to the subject matter of the Agreement. No variation of this Agreement is valid unless it is in writing and signed by or on behalf of each Party.

13.7. Assignment

This Agreement is binding upon and inures for the benefit of the successors of the Parties but may not be assigned, except with the prior written consent of the other Party.

13.8. Waivers

No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to this Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.

13.9. Severability

If any provision of this Agreement or of any of the documents contemplated in

it is held to be invalid or unenforceable, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in this Agreement or the relevant document, but without invalidating any of the remaining provisions of this Agreement or that document. The Parties must then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

14. GOVERNING LAW AND JURISDICTION

14.1. This Agreement is governed by and must be construed and interpreted in accordance with the laws of Victoria Australia.

14.2. The courts of Victoria, Australia, have exclusive jurisdiction over any dispute arising out of or related to this Agreement, including its termination.