

LOOX PARTNER AGREEMENT

Loox Online Ltd. (“Loox” or “us”, “our”, “we”) provides an online solution which enables third party online merchants to collect reviews from their customers (the “**Product**”, as defined below). This Partnership Agreement (the “**Agreement**”) governs our relationship with you: (a) a referral partner who refers Merchants to enroll to use Loox product and services (“**Referral Partner**”); or (b) a technology partner that provides technology services to merchants whose technology interfaces with the Product (“**Tech Partner**”). Each will be referred to as a “**Party**” and together the “**Parties**”.

You must read carefully and accept this Agreement prior to engaging a Merchant (as defined below) regarding the Product and using the unique promo code to activate the Merchant (if you are a Referral Partner), or prior to interfacing with the Product (if you are a Tech Partner). By logging into our dashboard (if you are a Referral Partner) or using our Product’s Application Programming Interface (if you are a Tech Partner), you signify your assent to the Agreement.

If you are entering this Agreement on behalf of a company or another legal entity (“**Organization**”), you represent that you have the authority to bind such entity and its affiliates to this Agreement.

1. Definitions

- 1.1. “Closed Referral” means a Referred Merchant which Loox has signed an agreement for the provision of the Product (whether by a Referral Partner or Tech Partner) and which, at the time of the referral, the Referred Merchant is not already in contractual relations or ongoing negotiations with Loox.
- 1.2. “Commission” means referral fee as a percentage of the Net Revenues.
- 1.3. “Commission Schedule” means the particulars of the Commission specified in the schedule of this Agreement.
- 1.4. “Net Revenues” mean the gross amounts actually collected by Loox from a Closed Referral through the Shopify monthly payout report, *minus* any sales, use or other taxes and governmental or regulatory fees, bad debt, chargebacks, refunds or credits.
- 1.5. “Merchant” means a business or organization who operates an online store.
- 1.6. “MNDA” means the mutual NDA attached as an Appendix hereto.
- 1.7. “Product” means: (a) Loox’s an online platform which enables third party online merchants to collect reviews from their customers, and (b) any documentation and written materials associated with (a).
- 1.8. “Technology” means a service provided by the Tech Partner that interfaces with the Product.

1.9. "Referred Merchant" means a Merchant that has engaged with Loox via a Referral Partner-unique promo code designated by Loox.

2. Interpretation. As used herein, the term "including", means including, but not limited to, and without limitation, to the generality of the preceding phrase. The term "Partner" means both Referral Partner and Tech Partner.

3. Referral Partner rights and obligations

3.1. This Section 3 applies only to Referral Partners.

3.2. The Referral Partner shall market Loox's products and services to Merchants and have them become Referred Merchants, by way of referring to Merchants that have expressed interest in the Product via a promo code or link provided by Loox that identifies the Referral Partner as the referrer.

3.3. Referral Partner will not engage in dishonest referrals, and will not refer its own online store (whether or not a Shopify store).

4. Tech Partner rights and obligations

4.1. This Section 4 applies only to Tech Partners.

4.2. Tech Partner will integrate its Technology with the Product using the Product's Application Programming Interface ("API"). In doing so, the Tech Partner makes the Product available to Merchants as part of the services it provides through its Technology. To this end, Loox provides Tech Partner with access to use the API.

4.3. Tech Partner may access and use the API and the data it makes available, strictly for and on behalf of itself or its Organization and only for the purposes specified under this agreement.

4.4. Loox reserves the right to discontinue or terminate the operation of the API, by issuing written notice to Tech Partner at least 30 days in advance. Loox also reserves the right to suspend the provision of the operation of the API for periodic maintenance or similar purposes, and will endeavor to provide prior written notice to the Tech Partner.

4.5. Loox may, in its discretion but without being obligated to do so, maintain the API with updates, modifications, adaptations, improvements, or enhancements to the API, or any of its features, user interfaces, designs or any other aspect related to it.

4.6. We will use efforts to have the API operate properly. However, as an API that relies on software and third party networks and infrastructure, we do not guarantee that the API will operate in an uninterrupted or error-free manner, or that it will always be available, free from errors, omissions or malfunctions. If we receive notice of any failure or malfunction in the API, or if we become aware of

them by ourselves, we will make an effort to regain the API's availability as soon as practicable. However, such incidents will not be considered a breach of these Terms.

- 4.7. During the Term, Loox, either directly or with the assistance of third parties, will endeavor to provide you technical support for technical questions, problems and inquiries regarding the API, during Loox's business days and hours, and pursuant to Loox's then-applicable support scheme, hours and channels. Loox will attempt to respond to Tech Partner technical questions, problems and inquiries within a reasonable time. However, Loox may decline to provide such support for matters that Loox deems, in its sole discretion, to require unreasonable time, effort, costs or expenses and Loox makes no warranties to any specific response-time or to the successful or satisfactory resolution of the question, problem or inquiry. For the purpose of the provision of technical support for Tech Partner technical questions, problems and inquiries, Tech Partner will cooperate, and work closely with Loox, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as Loox reasonably requests.
- 4.8. WE DO NOT GUARANTEE, NOR DO WE MAKE ANY REPRESENTATION, AND WE PROVIDE NO WARRANTY REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE API OR THE DATA OR REGARDING THE EXPECTED BUSINESS RESULTS, OUTCOME OR OPERATIONAL BENEFITS FROM UTILIZING THE API. THE API IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS" AND YOUR USE OF THE API IS AT YOUR OWN RISK. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE API, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY AND PERFORMANCE.

5. Miscellaneous rights and obligations

- 5.1. Each Party shall conduct its business activities in a manner that reflects favorably on the other Party.
- 5.2. Partner will be provided with an account which will give the Partner access to a designated dashboard, through which the Partner can review its Closed Referrals and the Commission it is eligible to receive. However, Partner acknowledges and agrees that the figures and metrics presented on the dashboard are not final and binding, and they may be subject to error corrections by Loox.
- 5.3. The Partner is responsible to regularly keep abreast of the latest information related to the Product, which are reasonably necessary to properly promote the Product.

- 5.4. Loox reserves the right, in its sole discretion and at any time, to discontinue Partner's eligibility for Commission from subsequent Closed Referrals going forward.
- 5.5. Loox reserves the right to withdraw Commission eligibility from a Partner who Loox reasonably believes engaged in dishonest conduct when engaging Referred Merchants. Furthermore, Loox reserves the right to claim back any Commission already paid for such activities.
- 5.6. Partner shall not at any time, directly or indirectly (a) copy, modify or create any derivative works or improvements of any the Product or the API; (b) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Product or the API; (c) bypass, breach or disable any security device, copy control or digital rights management tool, or other protection used by the Product or the API, or induce or assist any person to do so; (d) except as expressly permitted in this Agreement, represent itself as an agent of Loox, commit Loox to any contracts or incur any obligation or liability whatsoever on behalf of Loox for any purpose; (e) make any representations, warranties, guarantees, indemnities, claims or other commitments actually, apparently or impliedly on Loox's behalf; (f) access or use the Product or API for purposes of: (i) benchmarking or competitive analysis of the Product or the API, or (ii) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Product or the API; (h) market, distribute, license or otherwise make available the Product to or through any person other than directly to prospective Merchants.
- 5.7. With respect to any marketing activities carried out by the Partner, the Partner shall not spam or abuse the Loox brand.
- 5.8. Loox reserves the right, in its sole discretion and at any time, to change its products and services and shall have sole discretion in deciding whether or not to enter into engagement with any Referred Merchant, as well as the terms and fees for such engagement.

6. Referral Process

- 6.1. **Identification of Referred Merchants, Marketing and Promotion.** During the term of this Agreement, Referral Partner shall use commercially reasonable efforts to identify specific prospective Merchants and market and promote Loox's Products or the Technology to prospective Merchants. In the course of performing its obligations under this section, Partner may provide prospective Merchants and Referred Merchants with Loox marketing materials as supplied to Partner by Loox.

- 6.2. **Training.** Upon reasonable request by Partner, Loox will make good faith efforts to provide Partner with Product educational content focused on the marketing and promotion of Loox Product.

7. Fees and expenses

- 7.1. Loox shall pay the Referral Partner a Commission for each Closed Referral in accordance with, subject to and at the rates, eligibility, times, periods and payment methods specified in the Commission Schedule.
- 7.2. The Partner is responsible for all taxes, duties and charges imposed by law on any amounts payable by Loox hereunder, including sales tax, VAT, withholding tax, other than taxes imposed solely on the basis of Loox's income. Loox may charge Partner for such taxes, deduct them from payments due to Partner, or have Partner reimburse Loox for such taxes. Partner shall file all tax filings required under applicable law and shall provide Loox tax certificates or authorizations reasonably requested by Loox to enable Loox to process payment of applicable Commissions to Partner.
- 7.3. Loox may make pro rata adjustments from any subsequent payment of applicable Commission, on an amount equivalent to any previously paid commissions for Closed Referrals that receive a refund within the refund period applicable under Loox's refund policy with the Closed Referral.

8. Term, Termination and Survival

- 8.1. This Agreement commences upon its execution by both parties and shall continue until termination. Either party may terminate this Agreement upon providing written notice to the other party at least 30 days in advance.
- 8.2. Either Party may terminate this Agreement by delivering a written termination notice to the other Party, if the other Party materially breaches this Agreement and has not cured such breach within fifteen (15) days following its receipt of the notice.
- 8.3. Either Party may terminate this Agreement if the other Party becomes insolvent or upon the filing by or against the other Party, of a petition in bankruptcy, receivership, reorganization, or such similar action, should such event continue for a period of sixty (60) days or more.
- 8.4. Any Net Revenues generated by Loox on or after the termination of this Agreement shall continue to give rise to the Commission obligations, to the extent specified in Section 7 above and the Commission Schedule. Provisions in this Agreement that by their nature ought to survive its termination, will so survive, including Sections 9 - 12, 13, 15.

9. Confidentiality and Intellectual Property

- 9.1. The Parties shall comply with and adhere to the terms of the MNDA.
- 9.2. All rights, titles and interests in all intellectual property rights in and to a Party's products, materials and services (including Loox's Product and API, and Tech Partner's Technology), including all derivative works, inventions, ideas, insights, concepts, methods, know-how and processes concerning the same, are and shall at all times vest exclusively with such Party, and may not be used by or for the other Party or anyone on its behalf, except if and as expressly provided herein or otherwise approved by the Party.
- 9.3. Loox will provide the Partner with account details, which the Partner may use to access its dashboard. The partner must keep these account details confidential.
- 9.4. Loox grants the Partner a limited, revocable, non-exclusive, non-transferable, non-assignable, royalty-free license to use the Loox's logo, marketing materials and URLs, solely for the purpose of the Partner's marketing activities under this Agreement. All above mentioned use including all goodwill arising therefrom, shall accrue solely to the benefit of Loox, and shall be in accordance with such usage guidelines, to the extent provided by Loox to the Partner from time-to-time.

10. Representations and Warranties

- 10.1. Each Party represents, warrants and covenants to the other Party that: (i) it will make no false or misleading representations with respect to the other Party and/or its products and services, including with respect to the specifications, features or capabilities thereof; and (ii) the execution, delivery and performance of this Agreement will be fully compliant with, and will not violate, any law or regulation applicable to it or any contract or commitment by which it is bound.
- 10.2. TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND EXCEPT AS SPECIFIED ABOVE, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR ANY OTHER MATTER ARISING FROM THIS AGREEMENT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE PARTIES DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND EXPECTED BUSINESS EARNINGS, OUTCOMES OR PROFITS.

11. Limitation of liability

- 11.1. **EXCLUSION OF CERTAIN DAMAGES.** EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREIN, BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR A PARTY'S WILLFUL MISCONDUCT, IN NO OTHER EVENT

WILL EITHER PARTY HAVE LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES, OR THIS AGREEMENT, WHETHER SUCH DAMAGE IS ACTIONABLE UNDER A CONTRACT CLAIM, TORT CLAIM (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR BASIS OF LIABILITY.

11.2.**LIABILITY CAP.** EXCEPT FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREIN, BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, COMMISSION OBLIGATIONS, THE INDEMNITY OBLIGATIONS HEREIN, A PARTY'S WILLFUL MISCONDUCT, OR PARTNER PROVIDING MISLEADING INFORMATION, IN NO OTHER EVENT WILL EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT, EXCEED THE AMOUNTS PAID OR PAYABLE TO PARTNER UNDER THIS AGREEMENT FOR THE PRECEDING 12 MONTHS IN WHICH THE DAMAGE ACCRUED, WHETHER SUCH DAMAGE IS ACTIONABLE UNDER A CONTRACT CLAIM, TORT CLAIM (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OR BASIS OF LIABILITY.

12. Indemnity

12.1.Each Party will indemnify and defend the other Party and its staff, from and against any and all liabilities, losses, damages, settlements, costs and expenses (including reasonable attorney fees, legal fees and expert fees) incurred by them pursuant to any claims, suits, actions, and proceedings brought by third parties, to the extent such arise from the Party's breach of any covenant, representation or obligation in this Agreement.

12.2.If a Party seeks indemnification pursuant to the foregoing, the indemnifiable Party shall provide the indemnifying Party with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at the other party's expense; and (iii) exclusive control over the defense or settlement of such indemnifiable claim, provided, however, that the indemnifiable Party may settle or reach a compromise on any such claim without the indemnifying Party's consent, if and to the extent such settlement or compromise does not impose any liability (monetary, criminal or otherwise) on, or is otherwise harmful or injurious to the indemnifying Party. An indemnifiable Party will have the right to participate, at its own expense, in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of its own selection.

13. Governing law and venue

13.1. This Agreement shall be governed by the laws of Israel, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement will be subject to the exclusive jurisdiction and venue of the courts located in the Central District in Israel.

13.2. Notwithstanding the foregoing: (a) an impleader claim pursuant to the indemnity obligations herein may be asserted in any court adjudicating the claim that is subject to indemnification; and (b) the Parties may apply to any court of competent jurisdiction for temporary or preliminary injunctive relief.

14. Miscellaneous

14.1. **Integrated Agreement.** This Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous negotiations, discussions and/or agreements, whether written or oral, between the parties regarding the subject matter herein.

14.2. **No Exclusivity.** This Agreement shall not be construed to be a commitment by either Party to work exclusively with the other Party.

14.3. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable by any country and/or competent court or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable and the remaining provisions will remain in full force and effect.

14.4. **Assignment.** This Agreement may not be assigned by either Party without the prior written approval of the other Party, such approval not to be unreasonably withheld, delayed or denied. In the event of such approved assignment, the assignee shall be in the assignor's stead, and assignor shall be released from all performance, duties and obligations.

14.5. **Force majeure.** No delay or failure in performance by either Party will be construed as a breach of this Agreement if caused by events or circumstances beyond that Party's reasonable control, including act of god, governmental actions, flood, fire, earthquakes, civil unrest, terrorism, vandalism, strikes, and telecommunications or network failures or delays.

14.6. **Inaction is Not a Waiver.** The failure of a Party to enforce any right or provision under this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by that party in writing.

14.7. **Parties' Status.** The Parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between the Parties and/or their suppliers and/or affiliates and/or subsidiaries and/or parent corporations and/or anyone acting on their behalf.

15. Contact Us

At any time, you may contact us with any question that you may have with respect to the Agreement, at: partners@loox.io

Last updated: December 8th, 2020.

Commission Schedule

Unless otherwise agreed to in writing between the Partner and Loox, the following shall apply.

Eligibility. Partner is entitled to the Commissions only after all of the following events have occurred:

1. **The Closed Referral in question is an Active Shopify Store.** An “Active Shopify Store” means a store on the Shopify platform that meets all of the following criteria: (a) Has installed Loox through the Partner’s unique promo code and it is currently installed; (b) Its current status on Shopify is not “Frozen” or “Cancelled” and on the Dashboard is “Active”; and (c) First installed Loox within the preceding 12 months; and
2. **The Closed Referral has completed both its Shopify trial and the Loox trial period.**

Duration.

Partner is entitled to the Commissions during the initial 12 months of the Merchant becoming a Closed Referral, unless otherwise agreed in writing between the parties.

Time of payment: On a monthly basis, within 30 days after the Closed Referral’s payout was received by Loox through the Shopify monthly payout report.

Rate. The Commission is **20%** of the Net Revenues, unless otherwise agreed in writing between the parties.

Payment method. All payments to Partner of applicable Commissions under this Agreement will be paid through PayPal.

Appendix: Mutual Non-Disclosure Agreement

Recitals:

- Either party may disclose (“**Disclosing Party**”), from time to time, Confidential Information (as such term is defined hereunder), to the other party (“**Receiving Party**”), for the purpose of performance of the Agreement that this Appendix is appended to (“**Purpose**”); and
- The Parties would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of such Confidential Information;

Now therefore the Parties hereby agree as follows:

1. **Confidential Information.** The Parties agree that all information disclosed by the Disclosing Party to the Receiving Party, before or after the effective date of the Agreement, whether oral, visual or in writing relating to the Disclosing Party and information learned by the Receiving Party from the Disclosing Party through the inspection of the Disclosing Party's property, that relates to Disclosing Party's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, will be considered and referred to collectively in this Appendix as “**Confidential Information**”.

The fact that Confidential Information was or is being disclosed to the Receiving Party and the fact that the Parties are interacting or contemplating an interaction regarding the Purpose shall also be considered Confidential Information. Notwithstanding, Confidential Information, shall not include information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of Receiving Party; (ii) the Receiving Party can demonstrate in its prior established records to have had rightfully in its possession prior to disclosure of the Confidential Information by the Disclosing Party; (iii) Receiving Party can demonstrate by written records it had rightfully obtained from a third party who has the right to transfer or disclose it, without default or breach of confidentiality obligations towards the Disclosing Party; (iv) the Receiving Party can demonstrate by its contemporaneously written records to have independently developed, without breach of this Appendix and/or any use of the Confidential Information of the Disclosing Party.

2. **Non-disclosure and Non-use of Confidential Information.** The Receiving Party agrees to accept and use Confidential Information solely for the Purpose. The Receiving Party will not disclose, publish, or disseminate Confidential Information to a third party other than those of its employees, officers, directors, professional advisors or consultants, investors who have a need to know the Confidential Information for the furtherance of the Purpose (“**Permitted Persons**”), and further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information and ensure that such Receiving Party's Permitted Persons fully perform the duties and obligations hereunder, and to this end such party shall obtain appropriate written confidentiality agreements with its Permitted Persons substantially protective as this Appendix, but in any event the Receiving Party agrees to be responsible to the Disclosing Party for any act or omission by any of its said Permitted Persons regarding Confidential Information, as if the act or omission of its Permitted Persons were performed by the Receiving Party itself. The Receiving Party agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In

performing its duties and obligations hereunder, the Receiving Party agrees to use at least the same degree of care as it does with respect to its own confidential information of like importance but, in any event, at least reasonable care. The Receiving Party and its Permitted Persons may only make copies of the Confidential Information if and to the extent necessary to further the Purpose. The Receiving Party and its Permitted Persons shall maintain in all such permitted copies, all confidential or proprietary markings originally placed upon or contained within the Confidential Information copied, and shall refrain from removing, destroying, altering or rendering illegible any such marking

3. **Other disclosure.** In the event that the Receiving Party is required to disclose the Disclosing Party's Confidential Information pursuant to any applicable law or regulation, judicial or administrative order, decree or binding request of a competent authority, then such disclosure, only to the extent specifically required, shall not be deemed a violation or breach of this Appendix, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt notice of the requirement prior to any such disclosure, to allow the Disclosing Party to intervene and protect its interests in the Confidential Information, should the Disclosing Party so desire, and reasonably cooperate with the Disclosing Party's efforts to secure an appropriate protective order, at the Disclosing Party's so cost and expense.
4. **Return of Confidential Information.** Upon termination of the Agreement, the Receiving Party shall (i) permanently cease, and take all commercially reasonable measures to have all its Permitted Persons permanently cease, any and all use of the Disclosing Party's Confidential Information and return to the Disclosing Party any information in its possession or control, or its Permitted Person's possession or control, in any tangible form, and all copies thereof (on whatever physical, electronic or other media such information may be stored) containing any of the Confidential Information, if such Confidential Information is stored in electronic form in the Receiving Party's possession or control or its Permitted Person's possession or control, it is to be immediately deleted – except that Receiving Party may retain one digital copy of the Disclosing Party's Confidential Information, strictly for evidentiary needs, provided that such single copy is securely archived in computer systems not accessible to the Recipient, its Permitted Persons, or other third parties in the ordinary course of business; and (ii) provide a certification, in writing, executed by an appropriate officer of the Receiving Party, that it complied with the above requirements. The obligations set forth herein regarding confidentiality and use of Confidential Information shall survive any expiration or termination of the Agreement.
5. **Equitable Relief.** The Receiving Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Accordingly, the Receiving Party agrees that the Disclosing Party, in addition to any other right or remedy that it may have available to it at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Appendix without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith. The Receiving Party shall immediately give notice in writing to the Disclosing Party upon becoming aware of any threatened or actual unauthorized use, disclosure or misappropriation of the Disclosing Party's Confidential Information. The Receiving Party further agrees to provide reasonable assistance to the Disclosing Party in remedying any such unauthorized use or disclosure. Any failure to enforce or to require the performance any of provision of this Appendix will not be construed as a waiver of such provision or a waiver of the right to pursue

the enforcement or require performance of same, and will not affect either the validity of these provisions or any one of them or the right of any Party thereafter to enforce each and every provision.

6. **Term.** The obligations and Disclosing Party's rights set forth in this Appendix in regard to Confidential Information disclosed prior to the expiration or termination of this Appendix shall bind the Parties and shall survive indefinitely, notwithstanding any earlier termination or expiration hereof.