

CookiePro™ Reseller Agreement

This agreement (the “**Agreement**”) is entered into as of {EffectiveDate} (“**Effective Date**”), by and between

Company Name: {CompanyName}
 (“**Reseller**”)

Street Address: {CompanyAddress}
Postal code/City: {CompanyPostalCodeAndCity}
Country: {SelectedCountry}
Company reg. no.: {CompanyRegistrationNumber}
Telephone: {PhoneNumberWithCountryCode}
Contact name: {ContactName}
Contact e-mail: {ContactEmail}

and

CookiePro

Whereas CookiePro grants a non-exclusive license authorizing the Reseller to sell subscriptions to CookiePro’s cookie service (“**CookiePro Service**”) at cookiepro.com subject to the following terms and conditions of this Agreement:

1. Provision of License

1.1. End Users

CookiePro grants to the Reseller the non-exclusive license to access and use cookiepro.com for purposes of facilitating and marketing the sale and selling CookiePro Service subscriptions to end users (“**End Users**”).

The Reseller is authorized to grant individual sublicenses to End Users of CookiePro Service (but only when acting under the managed service provider model further described herein). All Resellers and the End Users must at all times access and make use of CookiePro Service in conformity with the CookiePro general business terms in force at any given time (the “**Terms of Service**”) which must be specifically agreed to when accessing Cookiepro.com. The Terms of

Service are annexed to this Agreement as Schedule 1.1 and expressly incorporated herein by reference.

Any license granted by CookiePro in this Agreement is non-exclusive, and CookiePro is under no obligation to refrain from any direct or indirect sale of CookiePro Service.

Any entity that develops any software, product, or service that is competitive with the CookiePro Service (“Competitor”) is not eligible to be a reseller or receive any Commission Fee from CookiePro.

1.2. License Restrictions

The Reseller may not, nor may it permit or assist others to, (i) modify or fraudulently use CookiePro Service to process or permit processing of the data of any third party not expressly authorized herein to access and use CookiePro Service; (ii) access, alter or destroy any information of any End User of CookiePro Service by any fraudulent means or device or attempt to do so; or (iii) access, alter or manage any data of End User without End User’s consent.

1.3. Reservation of Rights

All rights not expressly granted to the Reseller herein are expressly reserved by CookiePro.

2. Reseller Model

The Reseller will determine the reseller model used and may continuously choose one or both of the following models as set out in Section 2.1 or 2.2 in relation to the End Users. The Reseller’s arrangement with the specific End User determines which model applies for that specific End User.

2.1. Referral Model

The Referral model, formerly known as the Retail Model, applies for all End Users that CookiePro invoices directly without any involvement from the Reseller.

2.1.1. Commission Fee

The Reseller will receive a commission fee as set out below:

For the first three (3) years of each End User's subscription for one or more of the following products: (i) Website Scanning & Cookie Consent, (ii) App Scanning & Consent, and/or (iii) Data Subject Requests, the Reseller will receive an commission fee corresponding to thirty percent (30%) of all subscription fees actually paid by End Users referred by the Reseller, less applicable credit card processing fees for each End User's account or, at CookiePro's election, a three and a half percent (3.5%) transaction fee for each End User's Account. For the avoidance of doubt, the three-year period during which Reseller may receive a commission fee begins on the date that End User first subscribes for the CookiePro Service, regardless of whether such subscription is paid or unpaid.

The commission fee will only be payable to the Reseller if the subscriptions have been paid by the End Users at the time of the settlement of the account as set out in Section 2.1.2.

2.1.2. Settlement of Accounts

Every three (3) months, in arrears, CookiePro will settle the Reseller's account in regard to the End Users under the Referral Model as set out in Section 2.1.1.

If the Reseller's account shows a balance of less than \$200, the transfer of the balance may be postponed until the Reseller's account shows a balance of \$200 or more. The transfer will not, however, be postponed for more than one (1) year. If CookiePro or the Reseller terminates the Agreement, the Reseller's account will be settled immediately after the termination of the Agreement.

Any fees in relation to the bank transfer from CookiePro's bank account to the Reseller's bank account or any credit card processing fees will be at the Reseller's own expense. CookiePro may elect to charge a standard three and a half percent (3.5%) transaction fee to Reseller for each End User's account in lieu of such bank transfer or credit card processing fees.

2.2. **Managed Service Provider Model**

The Managed Service Provider model, formerly known as the Wholesale model, applies for End Users that the Reseller invoices directly without any involvement from CookiePro.

2.2.1. Managed Service Provider Discount

For those End Users that the Reseller invoices directly, the Reseller will receive a discount of forty percent (40%) off list price on the Reseller's and all of the End User's subscriptions created under the Reseller's account for one or more of the following products: (i) Website Scanning & Cookie Consent, and/or (ii) App Scanning & Consent, which will be charged or invoiced as set out in Section 2.2.2. Reseller may purchase a discounted subscription to the CookiePro Service for its own internal use, but only for so long as it has at least one active End User subscription under its account.

2.2.2. Settlement of Accounts

Once a month, CookiePro will charge via credit card or invoice the Reseller for all the Reseller's own subscriptions and End User subscriptions created and invoiced directly under the Reseller's account at [cookiepro.com](https://www.cookiepro.com).

Under the managed service provider model, the Reseller is fully and solely liable for the End Users' payment and must pay CookiePro's invoices in full regardless of whether the Reseller has received payment from its End Users. The Reseller's payment obligation comes into force when a subscription is created for such End User under the Reseller's account. With respect to the Reseller's own subscription, the payment obligation comes into effect when the Reseller signs up for an account.

Any fees in relation to the bank transfer from the Reseller's bank account to CookiePro's bank account or any credit card processing fees will be at the Reseller's own expense. CookiePro may elect to charge a standard 3.5% transaction fee in lieu of charging Reseller for such bank transfer or credit card processing fees.

3. Contracting Procedures

3.1. Registering as a Reseller

Resellers register to become resellers of CookiePro Service by accepting this Agreement through [cookiepro.com](https://www.cookiepro.com).

3.2 Managed Service Provider Model

Once Reseller purchases a subscription to CookiePro (for an End User or for Reseller's own use), the Reseller will have access to a designated reseller area (the "**Back-End**") at Cookiepro.com. The Back-End is used by the Reseller to manage the Reseller's and its End Users' subscriptions. Reseller shall not provide its End Users with access to the Back-End.

3.2. Referral Model

Reseller must ensure that End Users purchasing subscriptions to CookiePro Service utilize Reseller's unique reseller code at sign up. This code enables CookiePro to attribute the subscription to Reseller for account settlement purposes.

3.3. End Users

When End Users subscribe to CookiePro Service, the End Users will specifically agree to the Terms of Service provided at cookiepro.com.

For End Users managed under the referral model (Section 2.1), the contractual relationship concerning the license for CookiePro Service and the End User's payment obligation for the use of CookiePro Service and for services will be directly between CookiePro and the End User.

For End Users managed under the managed service provider model, the Reseller is required to grant sublicenses to End Users for CookiePro only in conformity with the Terms of Service provided at <https://www.cookiepro.com/terms-of-service>. Those End Users may have direct access to log in to CookiePro, but the End Users' subscriptions can only be managed and configured by the Reseller through the Back-End.

4. CookiePro's Obligations

4.1. Technical Support

If the Reseller experiences that CookiePro Service is not in conformity with all of the requirements in this Agreement, the Reseller must notify CookiePro without delay through CookiePro's help desk at community.cookiepro.com. CookiePro will use commercially reasonable efforts to answer questions and correct reported errors that can be reproduced by CookiePro (or to provide suitable temporary solutions or workarounds for errors) during the initial response. If the Reseller states that the reported error is substantial and material for the use of CookiePro Service or that the reported error causes CookiePro Service to be inoperable, CookiePro will use its best efforts to correct the error within a commercially reasonable time after CookiePro's initial response.

The technical support services provided herein will be provided without charge unless otherwise stated.

Under the referral model, CookiePro bears the sole responsibility for providing First-Line Technical Support to End Users using CookiePro Service.

4.2. Updates

4.2.1. CookiePro will provide to the Reseller information about all significant updates of CookiePro Service's functionality that CookiePro generally releases to other Resellers.

4.2.2. Upon notice to Reseller (by e-mail, updated click through terms at log-in, and/or a notice posted in the Back-End), CookiePro may change the terms of this Agreement including commission fees or managed service provider discount set forth herein provided that such updated fees or discount shall apply only to End Users that sign up for the CookiePro Service after the effective date of such change.

4.3. Publicity

CookiePro must not use the name of the Reseller in publicity releases, advertising or similar activity without the prior written consent of the Reseller, which must not be unreasonably withheld or delayed. Notwithstanding the aforementioned, the Reseller allows CookiePro, at its election, to include the Reseller's name, company profile and contact information in its public reseller lists and to make a routine public announcement of the execution of this Agreement.

5. Reseller's Obligations

5.1. Observance of National Law

When advertising CookiePro Service, the Reseller is obligated to observe all relevant requirements in national law. The Reseller must expressly inform all End Users that they bear the sole responsibility for being compliant with European Union and national legislation, including but not limited to legislation concerning information and consent requirements in regard to cookies. If the Reseller becomes aware of developments in this regard, including but not limited to changes in

national law and/or enforcement, the Reseller must inform CookiePro of these developments without undue delay. All actions in this regard are at the Reseller's own cost.

5.2. First-Line Technical Support

Under the managed service provider model, all technical support will be provided solely to the Reseller as further detailed at cookiepro.com/support/supportoffering.pdf. The Reseller bears the sole responsibility for providing First-Line Technical Support to its End Users using CookiePro Service. The Reseller must instruct all End Users to make all inquiries regarding support directly to the Reseller. First-Line Technical Support is at the Reseller's own cost as it is included in the managed service provider discount. If the Reseller does not provide First-Line Technical Support in accordance with this Agreement and the Terms of Service, CookiePro is entitled to change the End User relation to another reseller, if CookiePro has notified the Reseller of the Reseller's breach and the Reseller has not remedied this within five (5) business days. Further, CookiePro is entitled to claim such expenses from the Reseller (if the managed service provider model applies).

Notwithstanding the foregoing, Resellers and End Users may elect to purchase implementation services as offered on CookiePro's website.

5.3. Data Protection

The Reseller may not use, sell, trade or otherwise transfer any End User data to third parties.

5.4. Branding Requirements

CookiePro Service will be branded with trade names, service marks, trademarks, logos and indicia of origin and other distinctive branding features ("**CookiePro Branding Features**"). All non-exclusive distribution rights and licenses granted herein for CookiePro Service are subject to the following branding requirements. All use of CookiePro Branding Features must solely be for the benefit of CookiePro. The Reseller may not (i) apply for registration of the CookiePro Branding Features (or any marks or features confusingly similar thereto) anywhere in the world, (ii) alter, modify or change the CookiePro Branding Features in any manner, or (iii) use any of the CookiePro Branding Features except as expressly authorized herein or by prior written approval from CookiePro.

6. Monitoring of Reseller's Use

CookiePro reserves the right to internally monitor the Reseller's usage of CookiePro Service.

7. Minimum Technical Requirements for CookiePro Service

7.1. Scalability and System Requirements

CookiePro may, at any time during the term of the Agreement, set out and amend such minimum system requirements and/or recommendations that will provide the End User with the optimal functionality of CookiePro Service.

7.2. Protection of End User Data

CookiePro Service must be operated in an environment that protects the security and privacy of End User data.

7.3. Internet Data Centers

CookiePro Service will be provided through Internet Data Centers that are configured consistently with reasonable and appropriate safeguards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. CookiePro may outsource its Internet Data Center operations to third parties.

7.4. Cookiepro.com Operations

CookiePro must undertake commercially reasonable efforts to operate and maintain its web servers that provide sufficient access to CookiePro Service twenty-four (24) hours per day, seven (7) days per week, except when routine or emergency maintenance is required. CookiePro must monitor such servers and undertake commercially reasonable efforts to restore promptly all failures of service at CookiePro's own expense.

8. Security

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we will implement appropriate technical and organisational measures

to ensure a level of security appropriate to the risk (as specified in Article 32 of the EU General Data Protection Regulation) in order to protect the Reseller's End Users' customer data from unauthorized access by physical and electronic intrusion. Unless CookiePro fails to perform the aforementioned obligations, the parties agree that CookiePro must not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses or flaws unknown to CookiePro at the time. CookiePro will promptly report to the Reseller any unauthorized access to customer data upon discovery by CookiePro, and CookiePro will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such customer data is required, the Reseller bears the sole responsibility for passing on any and all such information at its own expense.

9. Patent/Intellectual Property Rights and Copyright

CookiePro holds full copyright, title and any and all other intellectual proprietary rights to the CookiePro Service (or such rights are properly licensed from third parties as applicable) and any derivatives thereto and nothing in this Agreement operates to assign or transfer any intellectual property rights (“IPR”) from CookiePro to the Reseller or End Users.

The terms and conditions set out in clause 11 of the Terms of Service also apply in this Agreement.

10. Representations and Warranties; Reseller's Obligations

10.1. CookiePro's Representations and Warranties

CookiePro represents and warrants that (i) it has full legal right, power and authority to enter into and perform this Agreement; (ii) all intellectual property rights in the CookiePro Service as set out in Section 9 are either owned by CookiePro or are properly licensed from third parties granting CookiePro the right to use same as contemplated hereunder.

10.2. Reseller's Obligations

Reseller represents and warrants that (i) it has full legal right, power and authority to enter into and perform this Agreement; (ii) Reseller shall not, and any data input by Reseller and Reseller's use of the CookiePro Service does not, infringe or misappropriate any proprietary right of CookiePro or a third party; (iii) regarding the collection and use of End-User data, Reseller will not violate any rights of any person or entity; (iv) any and all sublicenses granted by the Reseller

in connection with CookiePro Service must be in compliance with the Terms of Service provided at Cookiepro.com.

Reseller shall defend, indemnify and hold harmless CookiePro, its affiliates, successors, assigns, officers and employees from and against any and all claims, costs, damages, losses, liabilities, actions, recoveries, judgments and expenses (including actual attorneys' fees and expenses regardless of whether litigation was commenced) (a "**Claim**") arising out of or in connection with a breach/untruth of the representations and warranties set out in this Section 10.2. With respect to such Claim: (i) CookiePro will notify the Reseller in writing of the Claim promptly upon becoming aware of such Claim; (ii) the Reseller will have control of the settlement or defense of any action to which the Claim relates; and (iii) CookiePro will reasonably cooperate with the Reseller to facilitate such defense or settlement.

11. Warranty Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10 AND TO THE EXTENT ALLOWED BY LAW, COOKIEPRO ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND DATA ACCURACY. NEITHER PARTY WARRANTS OR GUARANTEES THAT THE OPERATION OF COOKIEPRO SERVICE OR THE PERFORMANCE OF THEIR RESPECTIVE ONLINE FUNCTIONS AND WEB SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEITHER PARTY GUARANTEES THAT DATA SUBMITTED OR HELD IN STORAGE ON OR THROUGH ITS SYSTEMS ASSOCIATED WITH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS.

Each party acknowledges that it has not relied on any representation that is not expressly set out herein.

12. Limitation of Liability

EXCEPT FOR OBLIGATIONS REGARDING INDEMNIFICATION AND CONFIDENTIAL INFORMATION EXPRESSLY PROVIDED HEREIN, NEITHER PARTY WILL IN ANY EVENT BE LIABLE TO THE OTHER, UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN CONJUNCTION WITH THE DISCLAIMER OF WARRANTY AS EXPLAINED ABOVE, RESELLER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY CLAIM AGAINST COOKIEPRO WILL BE LIMITED TO THE AMOUNT PAID BY RESELLER'S END USERS IN THE PREVIOUS 12 MONTHS, IF ANY, FOR USE OF

COOKIEPRO PRODUCTS AND/OR SERVICES, LESS ANY MANAGED SERVICE PROVIDER DISCOUNT OR COMMISSION FEES PAID TO RESELLER AND ANY APPLICABLE CREDIT CARD PROCESSING FEES OR TRANSACTION FEES FOR RESELLER'S END USERS.

13. Reciprocal Disclosure of Confidential Information

The parties anticipate that each party may disclose confidential information to the other. Accordingly, in this Section, the parties desire to establish the terms governing the use and protection of certain information one party ("**Owner**") may disclose to the other party ("**Recipient**"). For purposes hereof, "**Confidential Information**" means the terms and conditions in this Agreement and business and technical information regarding the CookiePro Service. The Recipient may use Confidential Information of the Owner only for the purposes of this Agreement and must protect such Confidential Information from disclosure to other using at least a reasonable degree of care. The Recipient may only disclose the Confidential Information if reasonably required to perform the Recipient's obligations under this Agreement and remains responsible for the confidentiality of such information. The restrictions of use and disclosure of the Confidential Information do not apply to information that (i) is in the possession or control of the Recipient at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is received by the Recipient from a third party who is free to disclose the Confidential Information without any obligation towards the Owner; or (iv) is independently developed by the Recipient without reference to the Confidential Information. Upon termination of this Agreement, Recipient will destroy Owner's confidential information. This section shall apply for the term of the Agreement and for two years following its termination or expiry.

14. Injunctive Relief

The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of proprietary rights hereunder and CookiePro's IPR as set out in Section 9, would constitute irreparable harm, and that the aggrieved party will be entitled to specific performance and/or injunctive relief in addition to other remedies at law.

15. Term of Agreement

15.1. Initial Term

The initial term of this Agreement will commence as of the Effective Date hereof and continues for a period of one (1) year. The initial term hereof will automatically renew for a successive one (1) year term unless one party notifies the other in writing no less than thirty (30) days prior to the

expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein.

15.2. Automatic Termination and Inactive Accounts

15.2.1. This Agreement will terminate immediately without notice in the case of the Reseller's insolvency, bankruptcy or similar proceedings by or against the Reseller, any attempted assignment by the Reseller for the benefit of creditors or any appointment or application for such appointment of a receiver for Reseller unless the Reseller promptly informs CookiePro of the contrary in writing in which case the Agreement may be terminated at CookiePro's election.

15.2.2. If Reseller does not have any active End User subscriptions under its account for thirty (30) days or more, CookiePro may elect to terminate and/or deactivate Reseller's reseller account (along with access to the Back-End and any reseller portals and/or support tools and deletion of associated data) immediately without notice or liability for such deactivation.

15.3. Termination for Cause

If any breach is not cured within ten (10) days from receipt of a written notice describing the nature of the breach, either party may terminate this Agreement and all rights granted herein. Both parties acknowledge that any uncured failure to pay the other party timely constitutes a material breach of this Agreement.

15.4. Effect of Expiration or Termination

Upon the expiration or termination of this Agreement, the Reseller must immediately cease to sell CookiePro Service. The expiration or termination of this Agreement will not terminate the rights of existing End Users and CookiePro will assume responsibility for delivery of CookiePro Service to such End Users under the Terms of Service provided on cookiepro.com. The Reseller has no right to claim compensation for lost goodwill, lost business opportunities or similar compensation as a consequence of the termination, regardless of the reason for termination.

16. Jurisdiction and Venue

This Agreement must be construed under the laws of the State of Georgia, U.S.A., excluding choice of law rules. The courts of Atlanta, Georgia, U.S.A. have the exclusive jurisdiction and will be the venue for all legal proceedings.

17. Assignment

CookiePro is free to assign this Agreement or any right or interest under this Agreement to a third party, including but not limited to a company owned or partly owned by CookiePro.

The Reseller must not assign this Agreement or any right or interest under this Agreement nor delegate any work or obligation to be performed under this Agreement without CookiePro 's prior written consent. Any attempted assignment or delegation in violation of this Section will be void and ineffective. The Reseller is, however, allowed to appoint other resellers to perform sales on behalf of the Reseller.

18. Continuing Obligations

The following obligations will survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein; (ii) any provisions relating to intellectual property or Confidential Information; and (iii) the payment of taxes, duties or any money to CookiePro as set out in this Agreement.

19. Independent Contractors

The relationship between the parties is that of an independent contractor, and nothing herein should be construed to create a partnership, joint venture, franchise, employment or agency relationship between the parties. The Reseller has no authority to enter into agreements of any kind on behalf of CookiePro and does not have the power or authority to bind or obligate CookiePro in any manner to any third party.

20. Force Majeure

Neither party is liable for any damage, delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, internet disruptions, hacker attacks or communications failures.

21. Miscellaneous

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and replaces all prior communications, understandings and agreements. This Agreement may be modified only by a written agreement signed by the parties. Any waiver of any provision of this Agreement must be in writing and will not be deemed a waiver of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement will not be a waiver of such provision or any other provision nor of the right of such party thereafter to enforce any provision in this Agreement. CookiePro is a trademark of OneTrust LLC which is the party in interest herein.

This Agreement does not confer any right or benefit on any person who is not a party to it and no one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of this Agreement.

In witness hereof, the parties have caused this Agreement to be duly executed below.

By accepting this Reseller Agreement, either by clicking a box or button indicating your acceptance, executing this Reseller Agreement, or by executing a document referring to this Reseller Agreement, you agree to these terms, including Schedule 1.1. The Effective Date shall be the date the Reseller signs up via the Reseller Sign Up Webform on cookiepro.com and the Reseller information in brackets (example: {Company Name}) shall be the corresponding information completed by the Reseller in the Reseller Sign Up Webform.

Reseller:

Agreement entered into by {CompanyName} ({CookiePro ServiceUserEmail}) on {EffectiveDate}

CookiePro:

Agreement entered into by CookiePro on {EffectiveDate}

Schedule 1.1 – Terms of Service

The Terms of Service in effect as of the date of execution of this Agreement are hereby expressly incorporated by reference herein and any access or use by Reseller to the CookiePro Service shall be subject to such terms. The Terms of Service are available at: <https://www.cookiepro.com/terms-of-service>

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