

PARTNERSHIP AGREEMENT

Mage Loyalty — Agency Partner Programme

This Partnership Agreement ("Agreement") is made as of _____ (the "Effective Date"), by and between:

Predictent AI Ltd, a company incorporated in England and Wales (Company No. 15630927), trading as **Mage Loyalty** ("Mage Loyalty", "Provider", or "we");

and

_____ ("Partner" or "Agency"), a company organised under the laws of _____ with its principal office at _____.

Mage Loyalty and Partner may each be referred to herein as a "Party" and collectively as the "Parties."

1. Purpose

The Parties wish to establish a non-exclusive partnership under which each Party may promote, recommend, and refer the other Party's services to its network of clients, prospects, or affiliates (the "Partnership"). This Agreement sets out the terms governing referral activities, marketing collaboration, and mutual promotion between the Parties.

2. Term and Termination

2.1 Term

This Agreement shall commence on the Effective Date and shall continue indefinitely unless terminated in accordance with this Section 2.

2.2 Termination for Convenience

Either Party may terminate this Agreement at any time, without cause, by giving at least thirty (30) days' prior written notice to the other Party.

2.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- (a) materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice specifying the breach; or
- (b) engages in conduct that damages, or could reasonably be expected to damage, the reputation or goodwill of the other Party.

2.4 Effect of Termination

Upon termination of this Agreement:

- Each Party shall immediately cease representing itself as a partner of the other.
- All rights and licences granted under this Agreement shall terminate.
- Mage Loyalty shall pay any unpaid and accrued referral commissions earned up to the termination effective date, subject to the payment terms in Section 4.
- Sections 6 (Confidentiality), 7 (Intellectual Property), 8 (Indemnification), 9 (Limitation of Liability), and 10 (Governing Law) shall survive termination.

3. Partnership Activities

3.1 Mutual Obligations

The Parties agree to:

- Recommend and refer each other to clients and contacts where appropriate.
- Promote each other's brands in marketing activities, co-branded content, or joint events, subject to mutual written approval.
- Display backlinks or logo placements on their websites or promotional materials, where applicable and agreed.
- Collaborate on mutually beneficial campaigns, webinars, and case studies ("Joint Marketing Activities").

3.2 Representations

Neither Party shall make any representation, warranty, or commitment regarding the other Party's products or services beyond what is publicly available or has been approved in writing by the other Party.

3.3 Non-Exclusivity

This Agreement is non-exclusive. Each Party retains the right to enter into similar arrangements with third parties, including direct competitors of the other Party.

4. Referral Fees and Commission

4.1 Commission Rate

Mage Loyalty shall pay Partner a commission of **twenty per cent (20%)** of net revenue received from referred merchants for the first **twelve (12) months** of each referred merchant's paid subscription to Mage Loyalty (the "Commission Period").

4.2 Eligibility

A referred merchant qualifies for commission if:

- (c) the merchant has been introduced to Mage Loyalty through the Partner's unique referral link, email introduction, or other trackable referral method agreed in writing;
- (d) the merchant subscribes to a paid Mage Loyalty plan within one hundred and eighty (180) days of the referral (the "Conversion Window"); and
- (e) the merchant remains a paying customer beyond any initial free trial period.

4.3 Attribution

Referrals shall be tracked via the Partner's unique referral link or such other method as the Parties may agree. In the event of a disputed referral, Mage Loyalty's records shall be

determinative, provided that the Partner may raise objections within thirty (30) days of notification.

4.4 Payment Terms

- Partner may invoice Mage Loyalty once total accrued commission reaches USD \$100 or more.
- Payments shall be made within thirty (30) days of receipt of a valid invoice.
- Payment shall be made via PayPal or bank transfer, as agreed between the Parties.
- Commissions are calculated on net receipts actually collected by Mage Loyalty, excluding applicable taxes, refunds, chargebacks, and disputed amounts.
- **All transaction fees, international transfer fees, and currency conversion fees** incurred in connection with commission payments shall be borne solely by the Partner. Mage Loyalty shall not be responsible for any fees deducted by PayPal, banks, or any other payment processor.

4.5 Commission Exclusions

No commission shall be payable in respect of:

- merchants who were already Mage Loyalty customers or in active sales discussions at the time of the referral;
- merchants who do not convert within the Conversion Window;
- self-referrals by the Partner or its affiliates; or
- any referral obtained through deceptive, misleading, or unethical means.

5. Discounts, Trials, and Promotions

Each Party may, at its discretion, offer referred merchants promotional pricing, extended trials, or other incentives ("Partner Benefits"). Any such benefit must be mutually agreed in writing before publication or distribution. Neither Party shall offer discounts or incentives on behalf of the other without prior written consent.

6. Confidentiality

6.1 Obligations

Each Party (as "Receiving Party") agrees to keep confidential and not disclose to any third party any confidential or proprietary information ("Confidential Information") received from the other Party (as "Disclosing Party"), including but not limited to business plans, customer data, pricing information, technical specifications, and financial information.

6.2 Exceptions

Confidential Information excludes information that:

- (f) is or becomes publicly available through no fault of the Receiving Party;
- (g) was rightfully in the Receiving Party's possession prior to disclosure;
- (h) is rightfully obtained from a third party without restriction on disclosure;
- (i) is independently developed by the Receiving Party without reference to the Confidential Information; or

- (j) is required to be disclosed by law or regulation, provided that the Receiving Party gives prompt written notice to the Disclosing Party where legally permissible and cooperates in seeking protective measures.

6.3 Standard of Care

Each Party shall protect the other's Confidential Information using at least the same degree of care it uses for its own confidential information, and in no event less than a reasonable standard of care.

7. Intellectual Property and Brand Usage

7.1 Each Party retains all rights, title, and interest in and to its respective trademarks, logos, software, content, and other intellectual property.

7.2 During the Term, each Party grants the other a limited, non-exclusive, royalty-free, revocable licence to use its name, logo, and approved brand materials solely for the purposes of carrying out approved Partnership marketing activities.

7.3 Either Party may reference the other's name and logo in case studies, partnership pages, or joint announcements, provided prior written approval is obtained (email shall suffice).

7.4 All rights not expressly granted herein are reserved. Upon termination, each Party shall promptly remove all references to the other Party's brand from its materials.

8. Data Protection

Each Party shall comply with all applicable data protection and privacy laws (including, where applicable, the UK General Data Protection Regulation and the Data Protection Act 2018) in connection with any personal data shared or processed under this Agreement. Neither Party shall share personal data of referred merchants or their customers with the other Party except as strictly necessary to fulfil the purposes of this Agreement and in compliance with applicable law.

9. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, damages, losses, costs, and expenses (including reasonable legal fees) arising from:

- (k) its own negligence, wilful misconduct, or material breach of this Agreement; or
- (l) its violation of any applicable law, regulation, or third-party rights in connection with this Agreement.

10. Limitation of Liability

10.1 Except in respect of breaches of Section 6 (Confidentiality), Section 7 (Intellectual Property), Section 9 (Indemnification), or fraud, neither Party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, revenue, data, or business opportunity, however caused.

10.2 Subject to Clause 10.1, each Party's total aggregate liability under or in connection with this Agreement shall not exceed the total referral fees paid or payable under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

10.3 Nothing in this Agreement shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11.2 The Parties shall attempt to resolve any dispute arising out of or in connection with this Agreement through good-faith negotiation. If the dispute is not resolved within thirty (30) days, either Party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

11.3 If mediation fails to resolve the dispute within sixty (60) days of referral, either Party may submit the dispute to the exclusive jurisdiction of the courts of England and Wales.

12. Notices

All notices under this Agreement shall be in writing and sent to the addresses or email addresses set forth above (or as otherwise updated in writing by the relevant Party). Notices sent by email shall be deemed received upon acknowledgement of receipt or, if no acknowledgement, 48 hours after sending.

13. General Provisions

13.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral or written agreements, representations, and understandings.

13.2 Amendments

Any amendment to this Agreement must be in writing and signed (or electronically approved) by both Parties.

13.3 Waiver

No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver must be in writing.

13.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Assignment

Neither Party may assign or transfer this Agreement or any rights hereunder without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its assets.

13.6 No Agency or Employment

Nothing in this Agreement shall create or be deemed to create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party has authority to bind the other in any way.

13.7 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from circumstances beyond its reasonable control.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PREDICTENT AI LTD (trading as Mage Loyalty)

Signature

Name: Kris

Title: Co-Founder & Director

Date

Signature

Name: Graeme

Title: Co-Founder & Director

Date

PARTNER / AGENCY

Agency Name

Signature

Name

Title

Date

Contact Information

Mage Loyalty

Company: Predictent AI Ltd (Company No. 15630927)

Trading As: Mage Loyalty

Website: www.mageloyalty.com

Email: hello@mageloyalty.com