

**visible  
privacy.**

# Visible Privacy Referral Partners

General Terms and Conditions

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## 01 Introduction

The purpose of these General Terms and Conditions (hereinafter, "T&Cs") is to regulate the collaboration between **Visible Privacy** and the Partner (collectively, the "Parties") for the promotion and use of **Visible Privacy** CMP (hereinafter, the "Product").

**Visible Privacy** is a product and DBA name owned by Empathy Systems Corporation S.L., a Spanish corporation with its principal office located at Jimena Fernández de la Vega 101, Gijón, Spain. (Hereinafter referred to as "Empathy" and also as "**Visible Privacy**" when acting under this DBA name).

By accepting and/or signing these Conditions, the signing party will acquire the status of referral "Partner", also committing to provide commercial and/or marketing support to drive the reach and success of the Product.

## 02 Type and Scope of Partnership

**2.1** The collaboration between the Parties will have the purpose of designating the Partner as a licensed Referral partner of **Visible Privacy**. The scope of the collaboration will be to refer and connect **Visible Privacy** Product with customers (the "Agreement").

**2.2** The Partner will act as a non-exclusive source for **Visible Privacy** for sales contacts in the territory which, unless otherwise agreed by the Parties, will be worldwide (the "Territory"). The Partner will promote the Product and identify potential customers within the Territory ("Potential Customer").

## 03 Term and Termination

**3.1** The Agreement will enter into force from the date of acceptance of these Conditions for 12 months unless and until either Party terminates it with written notice issued at least three (3) months before the end of the corresponding term.

**3.2** Either Party may immediately terminate the Agreement by written notice if the other Party breaches any important term or condition thereof, including, without limitation, confidentiality provisions, and does not remedy such breach within ten (10) business days after written notice thereof.

**3.3** To the extent permitted by applicable law, either Party may also terminate the Agreement if (i) the other Party initiates an action related to bankruptcy or insolvency in which a repair order is requested with respect to such party or makes a general assignment for the benefit of its creditors; or (ii) any action of the nature mentioned in clause (i) is initiated against the other party, resulting in bankruptcy entry or that is not dismissed within ninety (90) days.

### **3.4 Effects of Termination:**

All rights and obligations of the Parties under this Agreement will automatically terminate, except for those rights that, expressly or implicitly, must come into effect or continue to do so after such termination.

The Partner agrees to cease marketing and distribution of the Product to third parties.

All accrued fees will be due and payable.

## 04 Intellectual Property Rights

**4.1** All **Visible Privacy** content, including texts, graphics, logos, icons, images, digital downloads, and databases, is the property of **Visible Privacy** and is protected by intellectual property laws. Unauthorized use of any **Visible Privacy** content may violate copyright, trademark, and other applicable laws. The Partner agrees to respect all intellectual property rights and not to use **Visible Privacy** content for commercial purposes without obtaining prior written consent from Motive.

### **4.2 In this regard:**

- Empathy owns all rights, titles, and interests in the Product (and all derivative works thereof, but excluding cases where **Visible Privacy** products are incorporated into Partner products), and
- The Partner will own all rights, titles, and interests in the Partner's products.

### **4.3 Restrictions**

The Partner agrees not to (i) reverse engineer or access the Product in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of the Product, or (c) copy any idea, feature, function, or graphic of the Product.

### **4.4 Trademarks**

Empathy hereby grants the Partner a non-exclusive license to use **Visible Privacy's** trademarks, service marks, logos, trade names, or symbols, which **Visible Privacy** may authorize from time to time (collectively the "Marks") in accordance with these T&Cs and solely in connection with the marketing of the Product. The Partner will indicate that such Marks are owned by Empathy and are licensed by it. The Partner acknowledges and agrees that the Marks are, and will remain, the sole and exclusive property of Em-



pathy, and that nothing herein will grant the Partner any right, title, or interest in such Marks (including, without limitation, the goodwill associated therewith, whether or not arising from the Agreement), except for the rights explicitly granted in the Agreement.

#### **4.5 Use of Marks**

The Partner will not use the Marks or any confusingly similar word, symbol, or design, as part of its corporate name, domain name, website, or as part of the name of any Partner service.

To protect and preserve the goodwill and image of the Product, the Partner must: (a) use the Marks in accordance with **Visible Privacy's** current guidelines; and, (b) provide **Visible Privacy** with accurate samples of any advertising, promotion, or other material containing any of the Marks before distributing such material.

#### **4.6 Partner's Trademarks**

Without conveying any right, title, or interest, **Visible Privacy** may make accurate informative references to the Partner's trade names, registered trademarks, or service marks, in connection with its execution of the Agreement, including, without limitation, references in promotional materials, notices, and advertisements, with the condition that **Visible Privacy** will immediately cease any use of any Mark owned by the Partner upon (i) termination of the Agreement; or (ii) receipt of the Partner's notice to discontinue such use. In the event that **Visible Privacy** makes reference to any Mark that is inaccurate or incorrect, the Partner may notify **Visible Privacy** of the necessary correction(s), and **Visible Privacy** will apply such correction(s) as soon as reasonably possible.

## 05 Compensation and Information

### 5.1 Commissions and compensation.

**Visible Privacy** will pay the Partner a commission (“Commissions”) according to what corresponds to them under the provisions of Annex 1 in accordance with the provisions of the Agreement for each Potential Customer who subscribes to the Product.

**5.2** The Parties declare that the Commissions include compensation or compensation for clientele, so the Partner will not be entitled to any other compensation after the termination of the Agreement.

**Visible Privacy** recommends Partners to previously provide a referral notice of Potential Customer to **Visible Privacy** in the six (6) months prior to subscription to the Product.

### 5.3 Reports.

**Visible Privacy** will make available to the Partner a common platform (Partner Platform) in which to track Potential Customers and Commissions for billing purposes. The information of this Partner Platform will be considered as the source of truth.

### 5.4 Invoices.

The Partner will invoice **Visible Privacy** annually for the Commissions, issuing their invoice in electronic format to the email address. The exact amount of the Commission invoice would be the Commission published on the Partner Platform on each date of anniversary of the acceptance of these T&Cs.

### 5.5 Payment Terms.

Unless otherwise agreed in writing, payment must be made in Euros within 30 calendar days from the date of invoice issuance. Payment to the Partner must be made by bank transfer to the bank account notified to **Visible Privacy**.

### **5.6 Taxes.**

Prices do not include any applicable taxes, including without limitation VAT or equivalent sales tax, such taxes being the responsibility of the Partner. The Partner will pay or secure the payment of all applicable sales, customs, duties, use, property, withholding, value-added, excise taxes, and any other tax or fee imposed under the authority of any foreign, federal, state, or local tax jurisdiction (except any tax applied to Motive's net income). If the Partner claims exemption from any tax, the Partner must provide **Visible Privacy** with a valid tax exemption certificate issued by each tax jurisdiction or entity where such certificate is required as a condition to avoid applicable sales or use taxes covering any **Visible Privacy** Product or service authorized or sold under the Agreement or any other appropriate exemption certificate and any other document that **Visible Privacy** reasonably requires.

### **5.7 Payment disclaimer.**

**Visible Privacy** reserves the right to suspend the provision of the Product to the Partner and their Customer in case of delay or non-payment of any fee for more than ten (10) calendar days after the due date. If such delay exceeds another twenty (20) calendar days, **Visible Privacy** may notify the Partner in writing of the termination of the Agreement for material breach.

## **06 Visible Privacy's Rights and Obligations**

### **6.1 Product Modifications.**

**Visible Privacy** reserves the right to modify any of the specifications or features of the Product, if deemed necessary. Such modifications will be notified to the Partner prior to their application.



## **6.2 Signature.**

**Visible Privacy** (Empathy) will be the entity that enters into any contract with all Potential Customers regarding the Product, and will be responsible for billing Potential Customers, supplying the Products, and providing technical assistance.

## **6.3 Non-exclusivity.**

**Visible Privacy** will retain the right to market, offer, sell, and distribute the Product directly or indirectly to any person and/or entity during and after the term of the Agreement within or outside the Territory and the right to authorize third parties to do the same.

# **07 Partner's Obligations**

**7.1** The Partner will promote the Product in the Territory, in a professional and commercial manner, and in a way that does not harm the reputation of Empathy and **Visible Privacy**.

**7.2** The Partner may perform the Product configuration for the Customer and may carry out additional professional services for the Potential Customer, based or not on the Product. Such professional services will not be advertised under the **Visible Privacy** brand, but under the Partner's own brand and distinctive, and are expressly outside the scope of the Agreement.

**7.3** In no case may the Partner enter into contracts with the Potential Customer and invoice them for the subscription to the Product, nor collect fees. These activities will be carried out exclusively by Empathy.

**7.4** In the performance of its duties under the Agreement, the Partner will at all times comply with all applicable state and local laws

and will not engage in illegal or unethical practices. In particular, the Partner will comply with all applicable national and international laws against corruption, bribery, and money laundering. Any breach of this provision entitles **Visible Privacy** to terminate the Agreement immediately, without any compensation for the Partner.

**7.6** The Partner will not make any representation or warranty on behalf of **Visible Privacy** with respect to the Product, except to the extent permitted by the Agreement or made by **Visible Privacy** in writing.

## **08 Warranties and Disclaimers**

**8.1** The Partner represents and warrants at all times to **Visible Privacy** that the Partner has the power and authority to enter into and perform its obligations under the Agreement, and that it will perform its obligations thereunder in a professional manner and with the diligence and skill usual in the industry.

**8.2 Visible Privacy** represents and warrants to the Partner that:

- Motive's representative has the power and authority to enter into and perform its obligations under the Agreement;
- It owns or has a license to all rights, titles, and interests in the Product and associated documentation, and has the right to provide the Product.

## **09 Limitation of Liability**

**9.1** In no event, whether in tort, contract, or otherwise, will either Party be liable to the other or to third parties for any indirect damages

(including, but not limited to, lost profits, loss or interruption of use, loss of data, cost of acquiring substitute goods or technology) arising from the subject matter of this agreement, regardless of whether the other Party has been advised of the possibility of such damages.

**9.2 Visible Privacy** and its licensors disclaim all liability to any person or entity, including, without limitation, any loss or damage caused by errors or omissions in the information or by delays or interruptions in the supply of information, except where such errors, omissions, delays, or interruptions are the result of gross negligence or willful misconduct by **Visible Privacy** or its licensors.

**9.3** Notwithstanding the foregoing, but excluding any indemnification for intellectual property and confidentiality, in no event will the liability of either Party under the Agreement or in connection therewith for any damages, loss, and cause of action, whether contractual or tortious (including negligence or otherwise), exceed the actual amount paid by **Visible Privacy** thereunder.

## 10 Indemnification

**10.1 Visible Privacy** will indemnify, defend, and hold harmless the Partner and its officers, directors, agents, and employees (collectively, the "Partner Indemnified Parties") from any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) (collectively, "Losses") arising from any claim, action, or proceeding brought by a third party (collectively, "Third Party Claims") against any Partner Indemnified Party to the extent that it is based on (i) any breach by **Visible Privacy** of any of its representations or warranties set forth in the Agreement, including warranties on intellectual property; or (ii) the gross negligence or willful misconduct of **Visible Privacy** or its employees or agents in connection with the Conditions.

**10.2** The Partner will indemnify, defend, and hold harmless **Visible Privacy** and its officers, directors, agents, and employees (collectively, the “**Visible Privacy** Indemnified Parties”) from any Loss arising from any third-party claim against any **Visible Privacy** Indemnified Party to the extent that it is based on (i) any breach by the Partner of any of its representations or warranties under these Conditions; (ii) the use of the Product by the Partner and/or by the Partner’s Customers.

**10.3** The obligations of each party (the “Indemnifying Party”) to indemnify, defend, and hold harmless the other party (the “Indemnified Party”) against any third-party claim under this section are subject to the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of any third-party claim for which indemnification is sought; however, any delay in notification will not relieve the Indemnifying Party of its obligations hereunder, except to the extent that an unreasonable delay prejudices its ability to defend; (ii) exclusive control of the defense and resolution of any third-party claim; (iii) reasonable information and assistance, at the request and expense of the Indemnifying Party, in connection with such third-party claim; however, the Indemnified Party will have the right to participate fully, at its own expense and with counsel of its choice, in the defense of such third-party claim.

## **II Confidentiality**

**11.1** If the Parties have already entered into a non-disclosure or confidentiality agreement, they will be bound to comply with the provisions of such agreement. Otherwise, the confidentiality duties of the Parties will be governed by the provision of this section.

**11.2** Each of the Parties agrees that, during the course of the Agreement, the other Party may not disclose confidential or proprietary information (collectively, "Confidential Information"). Confidential Information will not include information that can be demonstrated to (i) be, at the time of its disclosure, or subsequently, in the public domain; (ii) was known by the other Party at the time of its disclosure; (iii) has been independently developed by the other Party without access to or use of the other Party's Confidential Information; or (iv) has subsequently become known by a third party that is not bound to maintain confidentiality.

**11.3** The Parties will not use any Confidential Information of the other Party for any purpose not expressly permitted in these Conditions, and will only disclose the Parties' Confidential Information to employees or contractors, investors, or potential buyers of the other Party who have a need to know such Confidential Information for the purposes of these Conditions and who are subject to a duty of confidentiality no less restrictive than the Parties' duty hereunder. The Parties will protect the other Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Party protects its own Confidential Information of a similar nature and with care no less than reasonable.

**11.4** It is agreed that unauthorized use or disclosure of any Confidential Information by the Parties in violation of these Conditions will cause serious and irreparable harm to the other Party. In the event of a violation of these Conditions, the Party that has violated the Conditions agrees that the affected Party will be authorized and entitled to obtain from any court of competent jurisdiction an injunctive and/or permanent measure, as well as any other measure permitted by applicable law. The confidentiality obligation will be effective during the term of the signed Agreement and for two years thereafter.



## 12 Data Protection

**12.1** The signatories of the Agreement, representatives and/or contact persons of the Parties are informed that their personal data will be processed by Empathy and the Partner, respectively as Data Controllers, with the sole purpose of managing and developing the Agreement, on the legal basis of the same during its validity and (blocked) during the time necessary for the fulfillment of the legal obligations of each Party. Such data will not be transferred to third parties, except to service providers or legal advisors (specifically for "Due Diligence" processes), which may be located outside the European Economic Area, with which the Parties have formalized a data processing agreement with appropriate safeguards. The Data Subjects may exercise through the contact means identified in the Agreement the rights of access, rectification, opposition, deletion, limitation, and portability, in accordance with the provisions of EU Regulation 2016/679 ("GDPR") and Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights ("LOPDGDD") or file a complaint with the Spanish Data Protection Agency ("AEPD")

The Parties will inform all employees or collaborators whose data will be processed for the execution of the Agreement about the content of this clause.

**12.2 Data Transfer.** In the context of the Agreement, the Partner, as the Data Controller, will share certain personal data with Empathy, in accordance with Annex II.

## 13 General

**13.1 Assignment.** The Agreement shall be binding and benefit the Parties and each of their respective successors and assignees. Nei-

ther Party may assign or transfer the Agreement (excluding a change of control), in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt to assign or transfer in violation of the foregoing shall be void.

**13.2 Force Majeure.** Neither Party shall be liable for failure or delay in performing its obligations under these Terms (except the obligation to pay corresponding fees) if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood (hereinafter, "Force Majeure"). As soon as reasonably feasible after the start date of a Force Majeure event, and within a reasonable time after its end date, any Party invoking it must present to the other Party reasonable evidence of the nature of the Force Majeure event and its effect on the Party's performance of obligations under the Agreement. If the Force Majeure event continues for 5 business days, the other Party may terminate the signed Agreement by written notice.

**13.3 Modification.** No amendment, modification, or supplement to any provision of these Terms shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

**13.4 Notices.** Any notice or communication required or permitted under these Terms may be delivered by email (with acknowledgment of receipt) sent to the email address indicated in the Agreement, by hand, by courier, or by certified or registered mail, with acknowledgment of receipt, to the address of the corresponding party, or to any other address that may hereafter be provided in writing by either party hereto to the other. Such notice shall be deemed delivered three (3) days after the date of delivery, mailing, or sending, whichever occurs first.

**13.5 Independent Contractors and Exclusion of Agency Law Application.** The Agreement is not an exclusive agreement, and each

Party is free to enter into similar agreements with other parties. Nothing in these Terms shall be construed as making the Parties partners, joint venturers, representatives, or agents of the other party, nor shall either party present itself as such. The Parties expressly exclude the application of Spanish Law 12/1992 on agency contracts, and all equivalent laws in any other relevant jurisdiction.

**13.6 Applicable Law and Jurisdiction.** The validity, interpretation, enforceability, and execution of the Agreement and the Terms shall be governed by and construed in accordance with the laws of Spain. All claims and disputes shall be submitted to the courts of the city of Gijón.

**13.7 Authority to Represent the Parties.** The persons signing the Agreement have the authority to act as legal representatives of their respective organizations.

# ANNEXES

ANNEX 1

# COMMISSION REGIME AND AMOUNTS

**Silver** Partner

Minimum Clients **10** Commission **15 %**

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- Early-Access to Promotions
- Exclusive Promotional Campaigns
- Installation Support
- Opt-In Optimisation Support
- Early-Access to BETA programs
- VP Certification badge
- Marketing Presence
- Compliance Trainings

**Gold** Partner

Minimum Clients **30** Commission **25 %**

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- Early-Access to Promotions
- Exclusive Promotional Campaigns
- Installation Support
- Opt-In Optimisation Support
- Early-Access to BETA programs
- VP Certification badge
- Marketing Presence
- Compliance Trainings



## ANNEX II

# PERSONAL DATA TRANSFER AGREEMENT

In the framework of the Agreement, the Partner will share certain personal data ("Shared Personal Data", identified below), for the purposes indicated herein. This Annex sets out the obligations of the Parties in relation to the processing of Shared Personal Data under the Agreement. Each Party undertakes to comply with the provisions of this Annex with respect to personal data that it collects or processes as a Data Controller.

### 1. Definitions

For the purposes of this annex, capitalised terms shall have the meaning set forth in the EU General Data Protection Regulation 2016/679 ("GDPR").

### 2. General Obligations

Each Party undertakes to comply with all applicable laws related to privacy and data protection, including the GDPR and any applicable national privacy law, such as, to the extent applicable, the Spanish Data Protection Law 3/2018 ("LOPDGDD"), and the EU Privacy and Electronic Communications Directive (2002/58/EC) as implemented in each jurisdiction ("Data Protection Law").

### 3. Data Sharing Obligations

The Parties acknowledge and agree that, in sharing Shared Personal Data, each of them acts as an independent Data Controller in its own right with respect to its respective Processing of Shared Personal Data.

The Partner represents and warrants:

- a.** That it has collected and processed the Shared Personal Data in accordance with Data Protection Law; and
- b.** That it has the appropriate legal basis to share the Shared Personal Data with **Visible Privacy**.

Each Party undertakes to:

- a.** Not respond to any inquiry, complaint, request or claim from a Data Subject regarding the other Party's data practices and will promptly refer any such request to the other Party;
- b.** Assist each other in the event that the data subject requests access to, rectification, erasure, restriction of processing, portability or objection;
- c.** Provide each other with mandatory information to data subjects when personal data have not been obtained from the data subject themselves, in accordance with Article 14 of the GDPR;
- d.** Maintain records of processing activities they carry out in relation to Shared Personal Data, as required by Data Protection Law;
- e.** Implement appropriate safeguards, as required by Data Protection Law, if they transfer Shared Personal Data to data recipients outside the European Economic Area; and

f. Withdraw and delete such Shared Personal Data when it is no longer necessary or justified under Data Protection Law.

#### 4. Shared Personal Data

In accordance with the provisions set forth herein and in the Data Protection Law, the Parties will share the following types of personal data related to the categories of Data Subjects:

<b>Data Subject Category</b>	<b>Type of Data</b>	<b>Purpose</b>
Representatives of Potential Clients and contact persons.	Identification and contact data.	Promote sales of Visible Privacy's products and services in the Territory.

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Privacy and Trust**

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