

## COMMERCIAL LOYALTY CONTRACT

In \_\_\_\_\_ a \_\_\_\_\_ of \_\_\_\_\_ 202\_\_

### GATHERED:

On the one hand, KEEPBU ESPAÑA SL, with C.I.F. number B-16820938, with address at Avenida de España n. 7 Prisma Building Here and after the loyalty.

And on the other hand \_\_\_\_\_, ID \_\_\_\_\_ Holder or representative of the enterprise \_\_\_\_\_ TAX n. \_\_\_\_\_ in \_\_\_\_\_

Here and after the loyal.

Both parties act in their own name and right recognizing that both parties have sufficient legal capacity to subscribe to the Present and based on it

### EXPOSED:

FIRST.- The loyal acquirer carries out the commercial activity of sale and distribution of commercial products on the internet exclusively with its own associates through commercially registered accommodations in its name.

That needing to expand its offer of services and products to its regular customers and attract new customers from emerging global markets, proposes to create a network of services of different companies through the customer loyalty card system interconnected between all the companies that contract with the loyalty.

SECOND.- That the loyal person carries out the commercial activity of \_\_\_\_\_

that develops through the premises with commercial name \_\_\_\_\_ mail \_\_\_\_\_

latitud \_\_\_\_\_ longitud \_\_\_\_\_ placed in \_\_\_\_\_ that

interests the loyalty-maker as an incorporation to the services to be offered to its customers.

Discount applied to members: 10%  20%  30%  40%  other \_\_\_\_\_ (tick the appropriate box )

THIRD.- Both parties, after having negotiated this commercial collaboration, carry out this service loyalty contract, according to the following

### PROVISIONS:

FIRST.- PURPOSE: The object of this contract will be the commercial agreement between the parties to offer services, offers, prizes and discounts agreed to customers who intend to retain our commercial activities through the activation of a dedicated APP.

For inclusion in this commercial collaboration, the loyal must make a deposit of THIRTY EUROS (30.00 euros) for management and activation expenses of the APP to receive payments.

The fee will be paid by bank transfer to the company's account in Banca Cajamar with IBAN number ES10 3058 6116 3027 2002 0944

SECOND.- DURATION.- This agreement will have a duration of ONE YEAR from the date of signature, with the possibility of requesting the early withdrawal without penalty by the loyal with a minimum prior notice of one month in advance.



THIRD.- CONTRIBUTION.- Each of the loyal players will contribute to this agreement a service, offer, prize or discount based on the activity they carry out, previously agreed with the loyalty and which will be governed by general rules that must be strictly complied with by each and every one of the participants of this loyalty agreement.

FOURTH.- BENEFITS.- The loyal will receive from this commercial association the increase of customers and users of their commercial activity through the advertising carried out by the loyalty-maker and the management of the APP that will be downloaded by each customer captured.

To this end, the loyal parties hereby authorize the loyalty to use their commercial data in the advertising to be carried out on websites, social networks, radio, television or any other means that they need to use for the advertising promotion that they undertake to carry out.

The loyalty-maker also undertakes to announce on its channels the promotions and events that take place in the commercial activity centers of the loyalty.

FIFTH.- CURRENCY AND PAYMENTS: All charges for the services performed by the loyal will be made through the use of the APP and the virtual currency of the site called BU will be used. The Bu will be credited directly to your account. If the loyal wishes to convert these virtual currencies to euros, they will have to request it by sending an email to [customer@keepbu.com](mailto:customer@keepbu.com) indicating the amount and iban code where they wish to receive the deposit.

SIXTH .- PERCENTAGE OF PROFIT.- The percentage discount granted to members of the Keppbu circuit will be 10%, 20%, 30%, 40%, other.... depending on the volume of the operation performed.

For higher percentages, the provisions of the price list previously negotiated between the parties will be followed.

SEVENTH.- SERVICE FEE.- All payment transactions for goods / services will be completely free. The loyalty will not be charged any use and management fee, once the initial affiliation fee stipulated in the first point has been paid.

EIGHTH.- RESERVATIONS: The company Keepbu, as loyalty, reserves the right to cancel at any time and without penalty the affiliation of the loyalty in case of breach of the rules or behaviors not appropriate for the company's policy, with a prior notice of at least one month in advance.

NINTH.- CONFIDENTIALITY AND PERSONAL DATA.- The parties are obliged to maintain absolute confidentiality on the information and documentation that both parties provide each other or have access during the realization of this agreement. Both parties undertake not to disclose, or directly or indirectly use the information and knowledge acquired, derived from the contractual relationship agreed between the parties in other services that are not the object of this contract. The parties undertake to take the necessary measures, both with respect to their employees and third parties that may have any relationship with this contract, to ensure compliance with the agreement in this stipulation. Once this agreement is terminated, the loyal will destroy any information that this relationship has stored on any medium or has reproduced by any means or procedure.

Both parties undertake to keep the most absolute secrecy regarding the personal data to which they have access in compliance with this contract and to observe all the legal provisions that are contained in Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 and in Organic Law 3 /2018 of December 5, 2018 on Data Protection and Guarantee of Digital Law. In particular, the loyalty undertakes not to apply or use the personal data processed or those to which they have had access during the contractual relationship, for a purpose other than that contained in this contract, nor to transfer them, even for conservation, to other persons, except in compliance with official requirements in this regard. The loyalty will apply to the data processed on behalf of the loyalty, the security measures established in Organic Law 3/2018 of December 5 on Data Protection and Guarantee of Digital Law, by virtue of the type of data it treats. Once the agreement is finalized, you must return the data to the customer on the same medium that sent them to you and will not keep any copy of them. The parties shall be liable to each other for damages that may arise from the breach of this obligation.

TENTH.- ASSIGNMENT.- The parties may not assign their position in this contract, nor the rights or obligations arising from it in their favor or at their expense, without the express written consent of the other party.

ELEVENTH.- APPLICABLE LAW AND COMPETENT JURISDICTION: This Agreement shall be governed by and construed in accordance with the Laws of Spain and shall be subject to the jurisdiction of the Courts of S.B. de Tirajana.

TWELFTH.- NOTIFICATIONS: All notifications, requirements, requests and other communications to be made by the parties in relation to this contract, must be made in writing and it will be understood that they have been duly made when they have been delivered by hand or sent by certified mail to the address of the other party that appears in the heading of this contract, or to any other domicile that each party may indicate to the other for this purpose.

THIRTEENTH.- EXPENSES AND TAXES: All expenses of elevation to public and, where appropriate, indirect taxes derived from the granting of this contract will be borne by the parties according to Law.

FOURTEENTH.-BREACHES.- The offender will be responsible for all expenses occasioned by breaches of the stipulations contained in this contract, including the fees of lawyers and attorneys of the opposing party, even if they are not mandatory.

The parties express their agreement with this contract, which they grant and sign in two equally original copies, in the place and date indicated above.

The loyalty  
KEEPBU ESPAÑA, S.L

The Loyal

[Escriba aquí]

