

## **Cledara Rewards Agreement**

### **Revised 28 January 2020**

This Rewards Agreement is between Company and Cledara describes and governs how a Company holding a Cledara Account may accrue, earn, and redeem Points. You are automatically enrolled in the Rewards Program by opening and maintaining a Cledara Account in good standing. Capitalised terms used in this Rewards Agreement have the meaning provided in Section 4 or as defined in the Cledara Terms and Conditions. We may update or replace this Rewards Agreement with you by posting an updated version to our legal page.

### **Overview**

This Rewards Agreement is organised into the following sections:

Section 1 describes how you may accrue Points and redeem Points for Credit.

Section 2 describes the conditions that you must satisfy to continue to have access to the Rewards Program as well as other terms applicable to your participation in the Rewards Program.

Section 3 describes a description of our and your liabilities and how disputes will be resolved, and information on how we will provide Notices to you. THIS SECTION ALSO INCLUDES YOUR WAIVER TO CONSOLIDATED OR CLASS ACTIONS AND YOUR AGREEMENT TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION, SO PLEASE READ IT CAREFULLY.

Section 4 includes the capitalised, defined terms used in this Rewards Agreement.

You may only participate in the Rewards Program if you accept all of the terms and conditions of this Rewards Agreement.

## **1. The Rewards Program**

### **1.1 Accruing Points and Earning Rewards**

You may accrue Points under the Rewards Program through use of your Cledara Account, including bona fide purchases with Cards. Details are provided on our website. Cledara may determine when, how, and under what conditions you accrue Points, we may change these determinations or conditions at any time and may put limits on or exclude accrual of Points in certain purchasing categories. We may also make Multipliers available for purchasing categories, and may set, change, or eliminate Multipliers at any time. Points accrual may be netted against transaction reversals (such as refunds or chargebacks) or where we determine, in our sole discretion, that the conditions required for accrual of Points were not satisfied. If this results in a negative Point balance, we may subtract a proportionate number of Points from existing Points balances or any future Points that would otherwise accrue to your Cledara Account.

## **1.2 Redeeming Points**

We display Company's Points and redemption options in your Cledara Account. You may only redeem Points through your Cledara Account.

Points are available for redemption no sooner than 30 days after they are earned.

We may limit use of Points to specific authorised Users. Cledara is not responsible for and will not police the use of Points or redemption of Rewards by Users. You are solely responsible for any actions taken by Users to use Points, even if such use violates Company's policies or rules, industry practice, ethics, or laws applicable to your specific business.

## **2. Participation in the Program**

### **2.1 Requirements for Participation; Restrictions**

In order to participate in the Rewards Program your Cledara Account must be continuously in good standing, and all Users accruing Points must be affiliated with the Company. You may be disqualified from participating in the Rewards Program if you fail to pay amounts you owe when requested by Cledara, misuse Cards or Services, fail to make a card transaction that accrues points for a period of 90 consecutive days, engage in self-dealing (such as using Cards to pay for products or Services provided by the Company or its affiliates) or other prohibited business activity, breach policies or other agreements with Cledara, or attempt to otherwise game or misuse the Rewards Program. Where we determine, in our sole discretion, that Company no longer satisfies the requirements for participation in the Rewards Program, we may disqualify you and you may forfeit any Points that you have earned.

### **2.2 Points are not Property**

Points are not the property of either the Company or any User. You will lose them if your Cledara Account is closed or if Cledara determines in its sole discretion that you are not entitled to them. We may void any Points or Rewards if we determine that you have violated this Rewards Agreement, the Cledara Terms and Conditions, or any policy or agreement between you and Cledara, or Points or Rewards were provided to you in error or in violation of our policies.

You cannot transfer Points to any third parties or other Cledara Accounts, even to a Cledara Account that has the same ownership or control, such as a subsidiary or affiliate. Attempts to transfer Points whether by operation of law or by contract, such as a security agreement between you and a third party or through insolvency or bankruptcy, are void and you will immediately forfeit the Points applicable to you Cledara Account.

## **3. Additional Terms**

### **3.1 Term and Termination**

This Rewards Agreement is effective when Cledara approves your application and is coterminous with the Cledara Terms and Conditions. Cledara may also terminate the Rewards Program at any time without notice.

Sections 1.4 (Privacy), 2 (Participation in the Program), 3 (Additional Terms), and 4 (Defined Terms) and any other provisions of this Agreement giving rise to continued obligations of the parties will survive termination of this Rewards Agreement.

### **3.2 Notice and Communication**

This Rewards Agreement is subject to the Notice provisions of the Cledara Terms and Conditions.

### **3.3 Discount Codes**

From time to time, Cledara may offer a Discount Code that provides prospective participants of the Rewards Program access to cash bonuses or increased multiples. The number of redemptions for each Discount Codes may be limited, codes may expire and may be subject to eligibility criteria including minimum spend, minimum registered number of Regular Users and minimum number of software subscriptions managed and paid through the Cledara platform. Eligibility for benefits offered in conjunction with the use of any Discount Code is at the sole discretion of Cledara and may be withdrawn at any time.

### **3.4 Limitation of Liability**

Our maximum liability to you for direct damages under this Rewards Agreement is limited to the lesser of any amounts paid by you to Cledara in the three months preceding the event that is the basis of your claim or GBP 100. Cledara is not liable to you for consequential, indirect, special, or punitive damages, lost profits or revenue whether or not you advised us of their possibility. These limitations will apply regardless of the legal theory on which your claim is based.

### **3.5 Representations and Warranties**

You represent and warrant that Company is and will continuously throughout this Rewards Agreement be duly organized and in good standing under the laws of its jurisdiction of incorporation, and that you and your Users will not engage in activities prohibited by this Rewards Agreement.

### **3.6 Disclaimer of Warranties by Brex**

THE REWARDS PROGRAM IS PROVIDED TO YOU AS IS. CLEDARA DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NOTHING IN THIS REWARDS AGREEMENT WILL BE INTERPRETED TO CREATE OR IMPLY ANY SUCH WARRANTY TO YOU.

CLEDARA DISCLAIMS ALL WARRANTIES AND DOES NOT GUARANTEE THAT: (A) POINTS WILL PROVIDE ANY VALUE OR BENEFIT TO COMPANY OR USERS; (B) ANY ERRORS OR DEFECTS IN THE REWARDS PROGRAM WILL BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.

### **3.7 Indemnification**

You agree to indemnify and defend Cledara (including our affiliates, employees, contractors, and any third parties that fulfill Rewards) against losses that result from, arise out of, or are related to claims, proceedings, suits, or actions brought by or initiated against Cledara by any third party due to your breach of this Rewards Agreement, or a User's breach of obligations owed under this Rewards Agreement or any other agreements with Cledara; for acts or omissions of Administrators, Users, or other Company employees or agents.

### **3.8 Governing Law and Venue**

This Rewards Agreement is subject to the governing law and venue provisions of the Cledara Terms and Conditions.

### **3.9 Binding Arbitration**

The parties agree to resolve all disputes arising under or in connection with this Rewards Agreement in the manner provided in the Cledara Terms and Conditions. Any arbitration or other legal proceeding under this Rewards Agreement will only be on an individual basis. Neither party may form with other arbitrators or parties to form a Consolidated Action. Each party waives its rights to participate in a Consolidated Action against the other party.

### **3.10 Taxes**

Company is solely responsible for any taxes arising from or related to any accrued Points. Cledara will not report any income or earnings related to Points to a taxing authority, except where expressly required under by law.

### **3.11 Assignment**

Cledara may assign, pledge, or otherwise transfer this Rewards Agreement or its rights and powers under this Rewards Agreement without providing Notice to you. Any such assignee will have all rights as if originally named in this Rewards Agreement instead of Cledara. Company may not assign this Rewards Agreement or rights provided, or delegate any of its obligations without Cledara's express written consent.

### **3.11 Headings and Interpretation**

Except where otherwise specified, all references to sections or provisions refer to this Rewards Agreement or the applicable incorporated terms. The phrases including, for example, or such as do not limit the generality of the preceding provision; the word \_or\_ will be read to mean either... or... or any combination of the proceeding items; and provisions listing items and using and require all listed items.

This Rewards Agreement, including incorporated terms, comprises the entire understanding of the parties with respect to the subject matter described and supersedes all other proposals or previous understandings, written or oral, between the parties. In the event that the Cledara Terms and Conditions are terminated or access to Cledara platform is withdrawn from the Customer, this Rewards Agreement will immediately terminate.

### **3.12 Changes to this Rewards Agreement**

We may modify this Rewards Agreement or provide another agreement governing your use of the Points or Rewards or any portion of them by providing you Notice. Any waiver, modification, or indulgence that we provide to Company, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Rewards Agreement for any other or future acts, events, or conditions. Further, any delay by Cledara in enforcing our rights under this Rewards Agreement does not constitute forfeiture of such rights.

### **3.13 Entire Agreement**

This Rewards Agreement constitutes the entire understanding between Company and Cledara for the subject matter described and no other agreements, representations, or warranties other than those provided in this Rewards Agreement will be binding unless in writing and signed by Company and Cledara.

## **4. Defined Terms**

Capitalised terms in this Cledara Rewards Agreement will have the meaning provided in the Terms and Conditions or as defined below:

**Cledara Terms and Conditions** means the collection of terms and conditions available at <https://www.cledara.com/terms>.

**Credit** means an account credit or other benefit conferred by Cledara through participation in the Rewards Program either through redemption of Points.

**Multipliers** means any promotion provided by Cledara that applies more than one Point per GBP or EUR spent for specific types of transactions on Cards, as determined by Cledara. For example, Cledara may provide a promotion that provides two Points per GBP or EUR for Card Spend.

**Point** means a unit that may be accrued or earned in a manner defined by Cledara. Points have no monetary value, are not property, may not be transferred, and may only be redeemed for Rewards through your Cledara Account as permitted by Cledara. Separate Points balances are maintained for EUR or GBP spend and are not transferable. Points are redeemed in the currency in which they are earned at a rate. For example, 100 Points earned at a result of GBP Card Spend may be redeemable for GBP 1.00.

**Rewards Agreement** means this Cledara Rewards Agreement as amended from time to time.

**Rewards Program** means the program described at <https://cledara.com/rewards> as governed by this Rewards Agreement.