

Cooperation Agreement

Between

Loyalty Tester LLC, 2880 W Oakland Park Blvd, Suite 225C, Oakland Park, 33311 Florida, US

- Hereinafter referred to as "the Agency" -
and

Cooperation Partner

- Hereinafter referred to as "the Cooperation Partner" -

Preamble

The Agency arranges assignments for loyalty testers to conduct loyalty tests in the form of tests via SMS/WhatsApp, phone, combination (SMS/WhatsApp & phone), email, social media, and face-to-face meetings. The Agency places the highest value on discretion.

The procedures and test variations are described in detail on the website: <https://loyalty-tester.com>

1. Subject of the Contract

- 1.1. The Agency endeavors to arrange loyalty tester assignments for the Cooperation Partner.
- 1.2. The decision to accept an assignment for a loyalty test is solely at the discretion of the Cooperation Partner. If the Cooperation Partner accepts an assignment, they are legally independent and fully responsible for fulfilling the contract.

2. Responsibilities and Authority of the Cooperation Partner

- 2.1. This agreement does not establish a partnership or an employment relationship between the parties.
- 2.2. The Cooperation Partner must provide truthful information about themselves in their application form and notify the Agency promptly via email of any changes.
- 2.3. **Discretion and reliability are paramount.** All information about clients and target persons of the Agency must be treated with the utmost confidentiality. The Cooperation Partner is liable for any damages resulting from breaches of confidentiality or any form of disclosure.
- 2.4. The Cooperation Partner conducts loyalty tests according to the client's specifications but operates independently.
- 2.5. The Cooperation Partner is strictly prohibited from disclosing the purpose of the test to the target person. This obligation continues even after the contract has ended.
- 2.6. The Cooperation Partner must personally perform all assigned tasks.

3. Payment

- 3.1. The fee for the Cooperation Partner's service will be communicated before assignment acceptance. The Cooperation Partner can then decide whether to accept the assignment.
- 3.2. The Cooperation Partner will receive the agreed share of the test fee, as per section 3.1., **within 14 business days after invoicing** upon completion of the assignment.

4. Fees and Enrollment

The Agency does not charge any enrollment or other fees.

5. Confidentiality

5.1. The Cooperation Partner is obligated to comply with all **data protection regulations**. Violations may lead to legal consequences. The Cooperation Partner is prohibited from processing, disclosing, or otherwise using personal data for any purpose other than fulfilling an assignment. This obligation remains in effect even after the contract has ended.

6. Contract Duration and Termination

6.1. The contract becomes effective upon submission of the application, provided that the Cooperation Partner has **read, understood, and accepted the cooperation agreement by answering "YES"**. It is concluded for an **indefinite period**.

6.2. Either party may terminate this contract in writing with a **notice period of two weeks**.

7. Written Form and Severability Clause

7.1. No additional agreements (including verbal agreements) have been made regarding this contract. Changes or additions must be made in writing. This also applies to any waiver of the written form requirement.

7.2. Should any provision of this contract be entirely or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall replace the invalid provision with a legally valid regulation that comes as close as possible to the intended purpose.

Privacy Policy

The protection and security of the Cooperation Partner's data are of particular importance to the Agency. The Agency is committed to complying with all applicable data protection laws when operating its services.

All personal data submitted by the Cooperation Partner via the website is provided voluntarily.

The Agency's **privacy policy** applies as stated on: <https://loyalty-tester.com/privacy-policy/>

1. To provide its services, the Agency must collect, store, process, and use the personal data entrusted to it in compliance with all data protection regulations. The Agency assures that personal data will only be used for the purpose of arranging assignments.
2. The Agency will not share the Cooperation Partner's personal data with third parties unless **explicit consent** is given by the Cooperation Partner or there is a **legal obligation** to do so.
3. The Cooperation Partner may **withdraw consent** regarding the storage of their personal data at any time or request corrections to their stored data. They may also withdraw their consent

for the collection and storage of additional voluntary data. If consent for **data storage and processing is withdrawn**, the Agency **can no longer provide services** to the Cooperation Partner.

4. The Cooperation Partner has the right to **request access to their stored personal data** from the Agency at any time, free of charge. This information will be provided in writing. Requests must be submitted in writing with a copy of an identification document to the contact details provided in the imprint.
5. The Cooperation Partner acknowledges that data **transmission over the Internet cannot be fully guaranteed as secure** according to current technological standards. The Cooperation Partner is responsible for ensuring the security of their own data when transmitting it online.