

WESAVE REWARDS MERCHANT TERMS AND CONDITIONS

These WeSave Rewards Merchant Terms and Conditions (the "Agreement") are entered into by and between WeSave Rewards LLC ("Company") and the ("Merchant") (each herein a "Party" and collectively the "Parties") and is hereby deemed to be a part of and incorporated into the application (the "Application").

In consideration of the mutual promises and restrictions set forth herein, the Parties agree as follows with respect to the participation of the Merchant in the WeSave Rewards Network ("Network"):

1. Duties of Company: Company agrees to: (1) Promote Merchant to members ("Members") of loyalty programs that are referred to Merchant by or through Company or via the Network by listing Merchant's participation in the Network; and (2) Provide the Merchant an account management dashboard to view and manage the Merchant Account and User Data ("Dashboard").

2. Duties of Merchant: Merchant agrees to: (1) Specify and update, through the Merchant's Dashboard, all account and business information, including ACH/Designated Account information, if any, and any other account(s) used by Merchant in conjunction with the Network; (2) Comply with the terms and provisions of this Agreement; (3) If provided by Company, display the Company Decal on Merchant's walk-in storefront and/or online, as applicable; (4) Accurately provide and update its Merchant information, product offerings, and advertisements online and with Company; (5) Follow and abide by any terms and conditions described on the Merchant's Dashboard; (6) Enter and keep updated its business information on the Dashboard and LoyaltyShare Platform, if applicable; (7) If the Company distributes deals, including but not limited to any Merchant created deal, any subsequently updated deal, or a verified Merchant-generated deal in the Merchant Dashboard ("Verified Deal") (collectively the "Merchant Deals"), on behalf of the Merchant to all Clearinghouse associated platforms, including but not limited to the VIP Rewards app (collectively the "Platforms"), the Merchant agrees to honor all active Merchant Deals; (8) Pay the Program Fees (as hereinafter defined), if any, in accordance with this Agreement; (9) Merchant shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by or in respect of a client or customer, caused in whole or in part by the Merchant or its Merchant Deals; (10) Acknowledge that by being provided with the ability to have the Merchant's Deals, and any related user-generated content, to be viewed and distributed on the Network and Platforms, Company is not undertaking any obligation or liability relating to any of the Merchant's Deals, and any related user-generated content on the Network and Platforms, with the Company reserving the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) offensive or otherwise unacceptable to the Company, in its sole discretion; and (11) Not discriminate against Members on the basis of race, color, sex, religion, national origin, sexual orientation, and/or with the loyalty program that enrolled them.

3. Term and Termination: The initial term of this Agreement shall be one year (the "Initial Term") beginning on the execution date of this Agreement ("Effective Date") and shall automatically renew on an annual basis for one year periods thereafter (each, a "Term"), unless either Party provides written notification of intent to terminate at least 30 days prior to the scheduled renewal date. Company reserves the right to suspend or terminate this Agreement in its sole discretion at any time. Upon termination or expiration of this Agreement for any reason, Merchant agrees that it shall: (i) immediately, and at its own expenses, remove any Company or Network logos, decals, or stickers from its online and/or walk-in store, where applicable, (ii) stop using Company's name, logo, or other trademarks in its marketing and/or advertising literature, (iii) stop representing itself as a Network Participant, and (iv) remain liable for any Program Fees, where applicable, that accrued prior to such termination or expiration but that are unpaid at the time of such termination or expiration.

4. Payments: As applicable, payments for all fees due to Company under this Agreement, including but not limited to ACH Processing Fees, banking fees, NSF fees and other transaction fees (collectively, the "Program Fees") will be collected from Merchant's Designated Account and processed electronically via ACH and will include an ACH Processing Fee. All Program Fees are non-refundable. The Program Fees are subject to change as expressly provided herein and/or subject to cost increases or added fees and expenses not anticipated at the Effective Date and/or commensurate with industry standards. Company may collect all accumulated Program Fees from the Designated Account on the 5th and 20th of each month without any notice to Merchant. Company may also collect all accumulated Program Fees from the Designated Account at any time upon 24 hours' prior notice to Merchant, given as hereinafter provided. From time to time, Company reserves the right to select and change the method, and times for collection, of monies due.

5. Exclusivity/Other Loyalty Programs: During the Term of this Agreement, on a best effort basis, the Merchant agrees to not to register with or enroll in any other loyalty program, discount program, rebate program or registered card program, other than those affiliated with the Company. This can avoid payment of multiple Rewards from a single purchase tracked by multiple loyalty companies. Should Merchant already participate in, or decide to participate in, another loyalty program, then Merchant understands this could cause additional Rewards to be accrued under such other loyalty programs to be owed by Merchant on a single transaction, for which Merchant shall be held solely responsible.

6. WeSave Rewards Platform: Merchant understands that Members may have the option and right to post a comment and/or evaluation about Merchant(s) (herein described as "Opinion") on Company's website(s) and associated platforms, such as the VIP Rewards app. Company shall not be held liable for, nor be considered as endorsing, any Opinion posted by a Member. Company shall under no circumstances be held responsible for, and Merchant hereby releases Company from, any loss or damage to Merchant resulting from any such Opinion or any person's reliance on Opinions, information, or other content posted on the website by Members.

7. Use of Trademarks and Names: Company hereby grants Merchant a limited, non-exclusive, non-transferable, royalty-free license to use the Company name, logo, and other proprietary designations in Merchant's advertisements, promotional campaigns, or presentations specifically relating to Merchant's participation in the Network during the Term, which does not include business cards. All other uses must be approved by Company in advance. Likewise, Merchant hereby grants Company a non-exclusive and revocable right to use Merchant's name, logo, and other proprietary designations for any purpose related to the Network.

8. Limit of Liability: Company's total liability for any loss or damage incurred by Merchant through the use of the Network, independent accredited financial institutions ("Bank" or "Banks") and/or processors is strictly limited to the Fee(s) associated with a transaction that initiated the loss or

damage. Company has no liability to Merchant for lost revenue or lost profits that might have been earned due to Company's discontinuation or modification of Company's products or services, or for delay in acceptance or rejection of any order for Company products or services or for a delay in processing this Agreement or any Company Agreements and Applications. Company makes no guarantee, representation, or warranty with respect to any potential earnings or profit from Merchant's participation in the Network. Company shall be held harmless for multiple Rewards payments by Merchant.

9. Force Majeure: Neither Company or its affiliates, partners, advertisers, third-party providers, or licensors shall be held liable for any delay or failure in performance of the products or services described herein resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, terrorism, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning. Merchant hereby waives any and all claims against Company for such a Force Majeure event.

10. Remedies: If either Party breaches any term of this Agreement ("Cause"), and the non-breaching party desires to terminate this Agreement as a result of such breach, then the non-breaching party shall give the breaching party thirty days written notice specifically identifying the nature of the breach and an opportunity to cure such breach. After 30 days without cure of the breach by the breaching party, the non-breaching party shall have all rights and remedies accorded by this Agreement including, but not limited to, termination of this Agreement for Cause; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies available to that Party pursuant to this Agreement in the event of a breach or threatened breach of this Agreement. In addition, if Merchant breaches this Agreement, (i) Merchant shall be liable for all damages at law or in equity, and (ii) Merchant shall be liable for any Program Fees that accrued prior to such termination but that are unpaid at the time of such termination.

11. Dispute Resolution: If any dispute relating to this Agreement cannot be settled through a private negotiation, then the Parties agree to settle any such dispute or controversy by mediation, as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. Should the Parties fail to resolve their controversy or dispute through mediation, the controversy or dispute will be settled by an arbitration administered by the American Arbitration Association and such settlement shall be considered final, irrevocable and binding. Arbitration shall be governed by the laws of the State of California, without giving effect to its conflict of laws principles and conducted within Los Angeles County, State of California. Each Party acknowledges and agrees that nothing in this section shall prevent a Party from seeking injunctive relief in a court of law if such Party reasonably believes that complying with the dispute resolution procedures set forth herein would cause it irreparable harm. Each Party to the arbitration shall pay its pro rata share of the expenses and fees of the arbitration together with other expenses incurred or approved by the arbitrators' subject to reallocation and/or award of costs and fees upon conclusion of the controversy. The decision of the arbitrator(s) may be entered as a judgment and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought.

Arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Merchant and Company alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

EACH PARTY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

12. Controlling Law, Venue and Waivers: This Agreement shall be governed construed and enforced in accordance with the laws of the United States and the State of California. Under this Agreement, all rights, powers, performance obligations, and privileges of the Parties are separate, cumulative and can be exercised at the same time or successively. Waiver by either Party of any breach of any term of this Agreement or failure to insist upon strict compliance with any term of this Agreement shall not operate or be construed as a continuing waiver of such term or constitute a waiver of any other provisions.

13. Disclaimer: Company makes no representations, warranties or guaranties express or implied, of any kind other than those expressly included in this Agreement. The Network and Platforms, and materials and products herein, are provided "as is" and "as available" and without warranties of any kind, whether express or implied. COMPANY SPECIFICALLY AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE CONTAINED IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE TRACKING, MATCHING, PROCESSING, OR SETTLEMENT OF ANY TRANSACTIONS WILL BE FREE FROM ERRORS, INCLUDING OMISSIONS, INTERRUPTIONS, DELAYS, LOSSES OR DEFECTS, WHETHER HUMAN OR MECHANICAL. COMPANY AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES, MATERIALS, AND PRODUCTS IN THIS NETWORK. COMPANY AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE NETWORK AND PLATFORMS. COMPANY DOES NOT WARRANT OR GUARANTEE THE CONTINUATION OF THIS AGREEMENT OR ANY SPECIFIC SERVICE AND/OR PRODUCT BECAUSE OF TERMINATION OF BANKS, PROCESSORS, FINANCIAL INSTITUTIONS, AND/OR ANY OTHER THIRD PARTY PROVIDER. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership, a franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority to act for or on behalf of the other Party.

14. Indemnification: Merchant and its affiliates, and their respective successors and assigns (the "Indemnifying Parties"), shall defend, indemnify and hold harmless the Company, its respective officers, directors, employees, agents, successors and assigns (the "Indemnified Parties") on a current basis from and against any and all fees, expenses, judgments, losses, settlements, damages, liabilities, or claims of any nature (collectively, the "Damages") that are threatened, initiated or brought by any entity or person who is not a party to this Agreement that are caused by an Indemnifying Party and that arise under, constitute a breach of this Agreement or otherwise relate to: (i) Any claim by any federal, state, or local government claiming

any violation by Merchant or Company for any federal, state, or local sales taxes arising out of the services or sale of services by the Company; (ii) Any claim by a customer of Merchant, unless claim is a direct result of fraud committed by the Company.

a. The Indemnified Parties shall be free to obtain their own counsel and the Indemnifying Parties agree to reimburse the Indemnified Parties for all reasonable attorneys' fees and costs incurred in defending against any and all claims for which the Indemnifying Parties are indemnifying the Indemnified Parties. The Indemnifying Parties agree that, without the Indemnified Parties' consent, they will not settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification could be sought under the indemnification provisions of this Agreement, unless such settlement, compromise, or consent includes a release of Indemnified Parties from all liability arising out of such claim, action or proceeding.

b. Any damage to the assets or business of the Indemnified Party may be included in the Damages. This Section 14 shall survive the expiration/termination of this Agreement.

15. Program Changes and Notification: Merchant may not change or alter any term or condition of this Agreement without Company's prior written consent. Company may change, suspend or discontinue any aspect or feature of the Network or amend any of the terms and conditions of this Agreement and related services at any time including the availability of any database or content, without prior notice or liability; provided, however that Company cannot change the Term of the Agreement or any fees payable hereunder except in accordance with the current provisions of this Agreement. Any notice given hereunder (other than required notice that Company is going to collect accumulated Program Fees from the Designated Account) shall be in writing and deemed to have been given when deposited in the U.S. Mail or in a registered or certified pre-paid envelope or by Company publication, email to Merchant, public announcement or posting on one or more of Company's websites and binding herein by such notification. The required notice that Company is going to collect accumulated Program Fees from the Designated Account shall be in writing and deemed to have been given when delivered by email to the Merchant at the email address provided to Company.

16. Confidential Information: Merchant shall protect any information obtained about a Member or any other participant in the Network ("CI") through any method as required by all and any federal, state and/or local regulations and laws. Merchant further acknowledges and agrees that CI shall be considered as confidential and shall be regarded as proprietary information owned by Company. Merchant agrees to implement and maintain appropriate measures designed for safeguarding CI. Merchant shall not, on its own behalf or on behalf of any other individual or entity, directly or indirectly, disclose or sell any CI to any third party or use the CI to compete with Company or for any purpose other to conduct its business. Merchant agrees that in the event there is a breach of security resulting in unauthorized disclosure of the CI, Merchant will promptly notify Company of such breach, the nature of such breach, and the corrective action taken to respond to the breach.

17. Survival and Assignment: All terms and obligations set forth in this Agreement which either expressly or by their nature (including without limitation the provisions of this section) survive the termination or expiration of this Agreement, if necessary for the completion of the obligations of this Agreement shall continue in full force and effect beyond such termination or expiration until such time as they are satisfied and completed or by their nature expire. Merchant agrees that (i) Company may freely assign, sell, or transfer any of its right and/or obligations aforementioned to any assignee, and (ii) Merchant shall not be authorized to assign, sell or transfer any of its right and/or obligations without the prior express written authorization of Company.

18. Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the Merchant's participation in the Network. It is expressly intended to supersede any oral or written promises, representations, guarantees, or agreements related to the subject matter hereof and to deprive them of any force and effect; including without limitation any promises, representations, guarantees or agreements made by any representative of Company that is not set forth in this Agreement. Should any provision of this Agreement conflict with any applicable federal and state laws or is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be automatically restated to reflect the original intentions of the Parties in accordance with federal and/or state laws and the remaining terms of this Agreement will remain in full force and effect. This Agreement shall not take effect until Merchant has been approved by Company and this Agreement has been accepted by Company. Company may disapprove Merchant or decline to accept this Agreement for any reason, in its sole discretion. If Merchant makes any strike-outs or alterations to this Agreement, the Agreement shall be deemed to be automatically rejected by Company. Merchant agrees that it will not use any products or services provided hereunder by Company for any illegal purposes. The headings in this Agreement are included for convenience only.

You, Merchant, should retain a copy of this Agreement for your files.