

## **ELECTRUM MASTER AGREEMENT**

This Electrum Master Agreement (the "Agreement") made as of the Effective Date (the "Sign Up" date) is between ELECTRUM HOLDINGS, LLC, with its principal place of business at 10200 Forest Green Blvd. Suite 112 Louisville, KY 40223 ("Electrum") and the business, organization or other entity with its principal place of business as provided in Exhibit A, attached hereto. ("Company").

**WHEREAS**, Electrum has developed proprietary services as defined in Exhibit B as attached hereto to process electronic Transactions; and

**WHEREAS**, Company desires to utilize one or more of Electrum's Services as defined in Exhibit B as attached hereto; and

**NOW THEREFORE**, in consideration of the foregoing Recitals (which are incorporated into and made a part of this Agreement) and the mutual representations contained herein, the parties agree as follows:

### **1. Definitions**

- 1.1. **"Affiliate"** shall mean, with respect to Company, any entity which controls, is controlled by or is under common control with Company, or any joint venture, consortium or other such entity in which Company or its Affiliates have any material form of ownership or managerial interest.
- 1.2. **"Confidential Information"** of a party to this Agreement shall mean any data or information, other than Trade Secrets, that is of value to that party and is not generally known to competitors of that party. Confidential Information also includes any information described in this paragraph which a party obtains from another party and treats as proprietary or designates as confidential information, whether or not owned or developed by the party so designating. Confidential Information does not include information that (a) was in the receiving party's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received by a party from a third party without a duty of confidentiality; (d) is disclosed by the party claiming confidentiality to a third party without a duty of confidentiality on the third party; (e) is independently developed by either party; (f) is disclosed under operation of law; or (g) is disclosed by either party with the prior written approval of the other party. To the extent consistent with the foregoing, Confidential Information includes, but is not limited to, lists of any information about a party's executives and employees, marketing techniques, price lists, pricing policies, business methods, and contracts and contractual relations with a party's customers and suppliers.
- 1.3. **"Electrum Services"** shall mean services, including but not limited to, loyalty, gift card, ACH POS debit, payment processing, point-of-sale and customer service systems, business to business direct billing, digital discount promotions and decisioning, and consumer credit card and other activities provided by Electrum to accomplish the work as defined in the specific agreements including but not limited to transaction processing, user support, user enrollments, mobile and web applications, distribution and mining of data, software development, and marketing as defined in Exhibit B attached hereto.
- 1.4. **"Other Definitions"** Additional terms are defined in the body of this Agreement which shall have the meaning ascribed hereto and definitions in Service Agreements as provided in Exhibit B which shall have the meaning ascribed hereto.
- 1.5. **"The Rules"** For the purpose of this Agreement, "Rules" shall mean rules of the National Automated Clearing House Association and the South Carolina Automated Clearing House Association as they exist on the date of this Agreement or as they may hereinafter be amended.

1.6. **“Third Party Vendors”** shall mean banks, networks, check verification and guarantee service providers, software and system providers, and other entities whose services and systems are used as part of Electrum’s Services and who may require Company to execute separate agreements as attached as Exhibit C hereto.

2. **Responsibilities of Parties.** The responsibilities of parties shall be as ascribed in this Agreement and Electrum Service Agreement as defined in Exhibit B.

### 2.1. **Coordination**

2.1.1. **Designated Representatives.** Electrum shall designate a representative for coordinating work and operations hereunder, who shall serve as Electrum’s point of contact for the resolution of problems. Company shall designate a representative as its point of contact for all decisions related to the performance of any work or operational decisions regarding the Company Program. Electrum and Company may change the contacts and project coordinators from time to time upon prior written notice to the other.

2.1.2. **Company Cooperation.** Company agrees that for Electrum’s work to be successful, Company’s personnel and third parties must become reasonably available in a timely manner to accomplish any and all work agreed to by Company and assigned to Company in operating the Loyalty Services or Consumer Debit Card Program and accomplishing any Professional Services herein. Company will provide assistance to Electrum in obtaining information and specifications from vendors and manufacturers of POS and pump systems, and if reasonably requested by Electrum, provide to Electrum, at Company’s expense equipment or point of sale systems used by Company, until the Work Completion date plus a reasonable test and quality assurance period thereafter.

### 3. **Compensation**

3.1. **Fees.** Company shall compensate Electrum for the professional, operational services rendered in connection with the development, and operation of the Company Loyalty Services as set forth in this Exhibit B.

3.2. Electrum will provide a Monthly Account Charge Statement to Company indicating the fees due from Company for that month for all Electrum Services. In addition, Company fees shall be reflected in Company’s Monthly Activity Statement. All figures are subject to final audit and modification by Electrum. Unless Company notifies Electrum of any inaccuracies within ten (10) days of the statement date, Company authorizes Electrum to initiate debits or credits in accordance with the Rules from or to Company’s Preferred Bank Account as provided in Exhibit A. Company also agrees that Electrum may debit Company Bank Account for payment of all monthly fees, correction of any and all entry errors, payment of any Customer Chargebacks, or for refund of rejected items. Authority for debits and credits shall remain in full force and effect until ninety (90) days following notice of termination of this Agreement, unless such termination is the result of Company’s failure to pay in accordance with the terms of this Agreement or for breach of confidentiality provisions of this Agreement in which case the authority to debit Company shall remain in effect until Electrum is paid in full for all fees.

### 4. **Confidentiality**

4.1. It is understood that, in the performance of this Agreement, the parties may have access to confidential information of the other. As such, both parties shall use their best efforts to keep, and to have its employees and agents keep, any and all such information confidential and to use such information only as agreed to, in writing, by the other party.

## 5. Limitation of Liability and Remedies

- 5.1. ELECTRUM'S LIABILITY FOR DAMAGES IN CONNECTION WITH THE ELECTRUM SERVICES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY COMPANY TO ELECTRUM FOR THESE SERVICES AS TO WHICH THE CLAIM AROSE. UNDER NO CIRCUMSTANCES SHALL ELECTRUM BE LIABLE FOR SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION, EVEN IF ELECTRUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2. THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ELECTRUM FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF THE SOFTWARE.
- 5.3. Company hereby agrees to indemnify and hold Electrum harmless from and against any claim, demand, loss, damage, liability or cost, including legal fees and expenses, proximately caused by or from: (i) Electrum's decision not to approve or to cancel a Customer Application and Agreement; (ii) Company's losses due to Chargebacks. (iii) any negligent or wrongful act of Company or its affiliates, employees or agents including, without limitation, negligent performance or failure to perform any obligations hereunder; and (iv) from actions taken or inaction by Customers of Company with respect to any entries initiated by Electrum on transaction information provided by Company, unless such loss is due to Electrum's negligence.

## 6. Term, Default, and Termination

### 6.1. **Term**

- 6.1.1. This agreement shall commence as of the date of execution (the "**Commencement Date**") and shall end four years thereafter unless this agreement terminates prior thereto as provided in Section 7.2 (the "**Initial Term**"). The Agreement shall be renewed for consecutive additional periods of twelve months each (the "**Renewal Terms**") upon the expiration of the Initial Term and for each one year Renewal Term thereafter (the Initial Term and all Renewal Term(s) are collectively referred to as the "**Term**"), unless at least 90 days prior to the expiration of the Initial Term or any Renewal Term, Electrum or Company gives written notice to the other that the Term will end at the expiration of such period. Electrum reserves the right to modify its charges or fees upon the expiration and renewal of any term and will notify the Company of such changes prior to any renewal date. All obligations of the Company incurred or existing hereunder as of the date of termination shall survive such termination.

### 6.2. **Events of Default**

- 6.2.1. Electrum shall be in default under this Agreement if any of the following occur: (a) Electrum becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Electrum; (b) Electrum is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days; (c) failure to materially perform or comply with the terms and conditions of this Agreement upon written notification of such failure to perform and failure to cure within thirty (30) days of receipt of such notice.

- 6.2.2. Company shall be in default under this Agreement if any of the following occurs: (a) Company fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered; (b) Company fails to materially perform or comply with the terms and conditions of this Agreement or Electrum Service Agreement(s) upon written notification of such failure to perform and failure to cure within thirty (30) days of receipt of such notice.
- 6.2.3. The party not in default may terminate this Agreement by written notice to the other party, if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default. Upon termination, the terminating party shall have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.
- 6.2.4. In the event that this Agreement is breached by either Electrum or Company, in addition to any remedies provided by the terms of this Agreement or by applicable law, the non-breaching party shall be entitled to recover from the breaching party any expenses which may be incurred as a result of such breach, including without limitation, reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings.

## **7. General Terms**

- 7.1. **Security.** For the purposes of this Agreement, the use of passwords, access codes, or other such security clearance codes by an employee of Company will be considered authorization by Company to change or delete transaction related information. Company will safeguard any such codes and report to Electrum immediately any unauthorized use or unauthorized possession of such codes by any individual. Company will not attempt to modify, translate, distribute, unbundle or publicly display (other than as expressly contemplated in this Agreement), reverse engineer, decompile or disassemble any identifiable codes provided by Electrum nor shall Company attempt to reconstruct or discover any source code thereof. Company will indemnify Electrum for all damages, claims, or expenses arising from unauthorized use of such codes or errors in transaction related information made by Company's employees, associates, contractors or other agents except to the extent Electrum adds, deletes or changes transaction information as a result of a request by an individual who Company has deemed, in writing, is "unauthorized."
- 7.2. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the State of Delaware of the United States of America, without regard to its choice of law provisions.
- 7.3. **Notices.** All notices required to be sent under this Agreement, including notices of address change, shall be sent by registered or certified mail, return receipt requested, by nationally recognized overnight delivery service or courier, or by facsimile to the addresses appearing below. Notice so sent shall be deemed to have been given when mailed or transmitted. Notice to each party shall be sent to its Contract Administrator as is listed on the signature page of this Agreement.

**7.3.1.1.** If to Company:

As defined in Exhibit A of the Master Agreement

If to Electrum:

ATTN: Electrum Legal  
10200 Forest Green Blvd.  
Suite 112  
Louisville, KY 40223

- 7.4. **Severability.** In the event that any one or more of the provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other provisions of this Agreement and the Agreement shall be construed as if the challenged provision had never been contained herein. The parties further agree that in the event such provision is an essential part of this Agreement, they will immediately begin negotiations for a suitable replacement provision.
- 7.5. **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 7.6. **Assignment.** This agreement will inure to the benefit of each party, their affiliates, subsidiaries, successors and assigns.
- 7.7. **Arbitration.** Any controversy or claim arising out of, or related to, this Agreement shall be submitted to mediation by a mediator mutually selected by the parties. The mediation shall take place within thirty (30) days of the date that a party gives the other party written notice of its desire to mediate the dispute. If the dispute is not resolved by mediation, it shall be resolved by arbitration pursuant to the ten current rules of the American Arbitration Association. The arbitrators' decision shall be final and binding and may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this Agreement, in the event of any alleged violation of a party's property or equitable rights (including but not limited to unauthorized disclosure of Confidential Information), such party may seek temporary injunctive relief from any court of competent jurisdiction pending appointment of the arbitrators. The party requesting such relief shall simultaneously file a demand for mediation and arbitration of the dispute, and shall request the American Arbitration Association to proceed under its rules for expedited procedures.
- 7.8. **Survival.** Where the context or wording of a section indicates, the terms of this Agreement shall survive expiration or termination, including, without limitation, Section IV hereof.
- 7.9. **Remedies.** The rights and remedies of the parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in.
- 7.10. **Multiple Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 7.11. **Relationship Between the Parties.** The relationship of Electrum to Company is that of an independent contractor. Under no circumstances shall any employees of one party be deemed to be the employees of the other for any purpose. Each party shall pay all compensation and benefits due its respective employees relative to this Agreement and shall be responsible for all obligations respecting them relating to income tax withholdings, unemployment insurance premiums, pension plan contributions, and other similar responsibilities. Nothing contained herein shall be construed as implying a joint venture or partnership or franchise relationship between the parties hereto. Neither party has the right or authority to assume nor to create any obligation or responsibility on behalf of the other party, except as may from time to time be provided by written instrument signed by both parties.
- 7.12. **Force Majeure.** No delay or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

- 7.13. **Collection.** If either party to this Agreement finds it necessary to employ counsel to enforce the terms of this Agreement, whether to collect funds or to obtain other relief arising from a breach of the terms of this Agreement, the prevailing party in such efforts, whether via litigation or arbitration, shall be entitled to reasonable counsel fees in either successfully prosecuting or defending such efforts.
- 7.14. **Modifications.** This Agreement and any Statement of Work can only be modified by a written agreement duly signed by authorized representatives of Electrum and Company, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Company will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, Electrum and Company covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and Electrum and Company further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.
- 7.15. **Entire Agreement.** This Agreement constitutes the complete understanding between the parties with regard to the subject matter herein and supersedes all previous and contemporaneous agreements and representations. *This Agreement may not be modified, supplemented, or amended except in a writing signed by an authorized representative of each party.*

## EXHIBIT B - LP

### ELECTRUM LOYALTY SERVICES AGREEMENT PerkMe Plus CONFIGURATION

#### STATEMENT OF BACKGROUND:

Company and Electrum agree that this Loyalty Services Agreement ("Service Agreement") is an Exhibit to and incorporated in the Electrum Master Services Agreement and as may have been subsequently amendment. ("Master Agreement") agreed to by both Parties.

**WHEREAS**, Company desires Electrum to provide loyalty services to Company using Electrum's loyalty services platform and services as defined herein;

**NOW THEREFORE**, in consideration of the foregoing Recitals (which are incorporated into and made a part of this Agreement) and the mutual representations contained herein, the parties agree as follows:

#### 1. Definitions

- 1.1. **"Loyalty Service"** shall mean a service that enroll Company Customers and provides these customers who purchase products and services, at Company locations, Loyalty Rewards and other benefits under a Company Loyalty Program ("**Loyalty Program**") and as defined in Exhibit LP1.
- 1.2. **"Card"** shall mean a plastic device containing the name of the Company Loyalty Program, barcode and encoded magstripe of the Customer account number used to identify the Customer under the Loyalty Program as may be provided by the Company to the Customer.
- 1.3. **"Company POS Systems"** means hardware and software functioning as the point of sale system used to selling products and services as a Company location.
- 1.4. **"Customer"** a consumer under contract with Company and/or Electrum for Electrum Services also described in some instances as a cardholder.
- 1.5. **"Discounted Products"** items sold in the Company locations that are reduced price for Customers enrolled in the Loyalty Program.
- 1.6. **"Loyalty Services Systems"** a system or systems, as part of a Loyalty Services Systems, that performs Loyalty Services including but not limited to a minicomputer installed in the Company Location to enroll Customers, enable Customers to obtain information on any Loyalty Rewards and/or to enable the acquisition of data for use in providing data for Loyalty Incentives and to send request messages and receive response messages from the Electrum Platform to provide Loyalty Rewards.
- 1.7. **"Loyalty Incentives"** shall mean the agreement of compensation by third parties such as product manufacturers for Company, data demographic and activity information of Customers, and transaction information on products purchased by Customers under the Company Loyalty Program including but not limited to Loyalty Services program information, enrollment, coupon purchases, sweepstake purchases, product discount information, acquisition of product data to be provided to third parties as directed by Company, and other functions required by the Loyalty Services as defined in Exhibit A.
- 1.8. **"Loyalty Points"** shall mean a numeric value maintained for each enrolled Customer under the Loyalty Service as determined by an algorithm using purchase totals, the types of items purchased, and the method of payment among other things, to determine the value to increment and/or decrement from the total maintained.



- 1.9. **“Loyalty Rewards”** shall mean fulfillment of prizes, discounts, trips or any value provided to a under the Company Program.
- 1.10. **“Operating Guide”** shall mean a document containing descriptions of the jobs, processes and procedures to be conducted by Electrum and/or Company to cause the execution of the Company Loyalty Program as developed and mutually agreed in writing upon by Company and Electrum, such agreement not to be unreasonably withheld, and as may be amended in writing by subsequent mutual agreement.
- 1.11. **“Operational Service”** shall mean the work by Electrum as defined herein to enable the functionality of the Company Loyalty Program using the Loyalty Services Systems and Platform.
- 1.12. **“Platform”** shall mean Electrum’s Applications that process Electrum Services as they currently exist or as may be enhanced by Electrum in accordance with the work prescribed herein or work that Electrum may independently perform.
- 1.13. **“Work”** Tasks associated with accomplishing mutually agreeable assignments to Electrum by Company as, and only as, requested by Company and accepted as work by Electrum and defined in the Operating Guide, including but not limited to tasks to be performed by Company and Electrum to enable the Loyalty Program.
- 1.14. **Other Definitions.** Additional terms are defined in the body of this Agreement which shall have the meaning there ascribed.

## 2. Services

- 2.1. **Services.** Electrum shall provide Electrum Services as defined in Exhibit LP1 on non-exclusive basis to Company and its Affiliates. Electrum shall provide Electrum Services as provided below:
  - 2.1.1. **Loyalty Services System Procurement and Installation.** The procurement and installation of Loyalty Services Systems as defined in Exhibit C shall be accomplished by Company. Electrum will provide training and support sufficient for Company to be able to operate Loyalty Services Systems.
  - 2.1.2. **Operational Services.** Upon installation and acceptance by Company of the installation and any lease agreement or direct payment for Loyalty Services Systems that the Company Agrees to purchase as defined herein, Electrum will provide the operational services to Company as follows. Completion of the work necessary to commence operations will be subject to a mutually agreeable project plan as initially developed by Electrum and provided upon commencement of the Operational Services.
    - 2.1.2.1. Electrum will consult with Company on the development of any card design, applications and promotional materials related to the Company Program and/or provide standard promotional signage. Electrum will coordinate the production of the Card including obtaining quotes, providing to the selected card manufacturer card designs provided to Electrum by Company, receiving and quality inspecting produced cards, and distribute cards to Company and/or Company locations as defined in the Operating Guide.
    - 2.1.2.2. Electrum will provide web pages accessed by the Loyalty Service Systems and a customer web site for Consumer enrollment for the Loyalty Services and immediately status all Customers to positive status upon enrollment acceptance procedures being completed in accordance with the Operating Guide.
    - 2.1.2.3. Every and all day, upon receipt of an electronic transaction request message from the Company POS System, Electrum will processes the message against Electrum Service and Company Loyalty Program rules to include but not limited to Customer status checking,



loyalty point balances, loyalty point awards, loyalty point reward redemption, store level velocity checks, discount calculation, and other functions required for the operation of the Loyalty Services as mutually agreed.

- 2.1.2.4. Electrum will provide Interactive Voice Response support twenty-four (24) hours a day, seven (7) days a week to respond to questions and problems from Company customers.
- 2.1.2.5. Electrum will provide operational support from 8:30 A.M. until 5:00 P.M. Eastern and provide twenty-four hour a day, seven days a week web support for Company questions and issues. Electrum will provide four (4) hour response, 24 hours a day, 7 days a week for any emergency system wide issues report to Electrum by Company in a manner as defined in the Operating Guide.
- 2.1.2.6. Electrum will provide reports of all settlement transaction activity to Company accessed via the web. Electrum will enter into the Loyalty Services Systems all Loyalty Rewards received by Customers.
- 2.1.2.7. Electrum will host, manage and maintain the Electrum Platform in a physically secure data center with dedicated heat, ventilation and air-conditioning, un-interruptible power supply and back-up motor generated electrical supply.
- 2.1.2.8. Electrum will maintain facilities access security and produce daily copies to data for off-sight storage all Company transaction and other data to enable Electrum recover from incidents of lost data. Electrum agrees to use its reasonable best efforts to resolve any error of issue reported to Electrum in accordance with methods defined in the Operating Guide.

### **3. Responsibility of Company**

- 3.1. Company agrees to offer a minimum of three Discounted Products to Customers.
- 3.2. Company agrees to add, delete or change and otherwise administer the Loyalty Program Discounted Products and other Loyalty Rewards using the loyalty administration portal as defined in the Operating Guide.
- 3.3. If Company determines that a Loyalty Reward is in error Company agrees that it is Company's responsibility to correct the error using the loyalty administration portal. Company agrees that any error that cannot be corrected using the Loyalty Administration Portal must be reported to Electrum in accordance to methods defined in the Operating Guide no later than three (3) days after Company knows or should have known of the error.
- 3.4. Company agrees to provide and make available at agreed upon times and places resources including personnel, location wifi and Internet, power supply and floor and counter space to accomplish the Work operate the Loyalty Services as defined in the Operating Guide.
- 3.5. Company agrees to train any and all Company personnel in the operation of the Loyalty Service in accordance with the Operating Guide using training materials including documents and online videos provided by Electrum.

### **4. Fees and Terms.** Company shall compensate Electrum for the operational services rendered in connection with the development, and operation of the Company Loyalty Services as set forth in this Section 3, as follows:

- 4.1. Fees as defined in [Exhibit LP2](#).

- 4.2. Terms - Payment for monthly service fees will be debited from the Company's account in accordance with the Master Agreement and due for each location commencing sixty (60) days after the receipt of the location's equipment or the receipt of the equipment and completion of equipment installation and installation testing, whichever comes first.

## **Exhibit LP1**

### Loyalty PerkMePlus Configuration

#### 1. **Service offerings**

- 1.1. Admin portal for management, customer profile information, and reports
- 1.2. Online Training for Registration, System Installation, Clerk Promotion Acceptance and Reconciliation
- 1.3. Manufacturer Registration Support for Enrollment Incentives
- 1.4. Listed on the PerkMePlus Mobile App
- 1.5. Submission of Enrollments, Customer Profile Data for Manufacturers Offering Enrollment Incentives
- 1.6. Point of sale decisioning of manufacturer promotions
- 1.7. Point of Sale decisioning Location Discounts Promotions
- 1.8. Submission of Transaction Data for Promotion Discount Reimbursements from Manufacturers
- 1.9. Provide weekly Scan Data Reporting to Altria, RJR and ITG
- 1.10. Installation Support for Optional Conexus POS Loyalty Integration.
  - 1.10.1. (Note: additional fee for Verifone)

#### 2. **Optional Services Available for Additional Fee**

- 2.1. Online BIA Reporting on customers and product purchases (time of day, day of week, gender, age etc.)
- 2.2. Direct email and social media promotions of your store to your enrolled customers
- 2.3. Pump Text Message sent to customers at the pump to bring them inside the store
- 2.4. Store signage
- 2.5. Protection of our 21+ business
- 2.6. Full loyalty services such as clubs, points, sweepstakes, instant discounts and more
- 2.7. Gift card, ACH debit, fleet fueling, online ordering, and subscription services
- 2.8. Custom mobile application including PerkMePlus manufacturer promotions

#### 3. **Systems, Software and Signage**

- 3.1. PerkMe Tablet (2) at each point of sale promoting your store discounts, PerkMe enrollments and frictionless redemption.
  - 3.1.1. Samsung Galaxy 7A Lite; Operating System Android 11.0; Grey Silver color; Screen Size 8.7"
- 3.2. EPPD Mini PC (1)
  - 3.2.1. AWOW Mini PC Windows 10 PRO, Intel 4 Cores Celeron N3350 (Max 2.4 GHz), Small Desktop PC 6GB DDR4 RAM 64GB SSD, Mini Computer Support 4K Dual HDMI, WiFi5 Bluetooth 4.2, Gigabit Ethernet, 2\*USB
- 3.3. Cables (4)
  - 3.3.1. Shielded Cat5e Black Copper Ethernet Cable, Snagless, 10ft
- 3.4. Swivel Stand per Tablet (2)
  - 3.4.1. SOJUNER Swivel Tablet Stand, Tablet Holder for iPad with 360 Rotating Base, Aluminum Foldable Desktop Stand Holder Compatible with All Tablet Such as iPad Pro 12.9,11,10.5,9.7, Grey
- 3.5. Signage Kit (1)
  - 3.5.1. (8) Hose Sliders
  - 3.5.2. (1) Door Sign
  - 3.5.3. (2) POS Sign
    - 3.5.3.1. All to have the PerkMe web landing page QR code

## Exhibit LP2 -Fees

Pricing**		Optional Services**	
PerkMePlus Mobile App Listing	included	Email/Text Marketing Campaign Set Up Per Campaign	\$50.00
PerkMePlus P+ Implementation Fee Per Location	\$100.00	Marketing Emails Sendgrid Limit 1000 per Location/Mo.	\$00.03
PerkMePlus P+ Monthly Service Fee Per Location	\$30.00		
Equipment Leave Per Location Per Month* <ul style="list-style-type: none"> <li>o EPPD Mini PC</li> <li>o PerkMe Plus Tablet</li> <li>o PerkMePlus Tablet Stand</li> <li>o CATS Ethernet Cable 10ft</li> <li>o PerkMePlus Signage Kit</li> </ul>	\$69.00		
EData Scan Data Monthly Location Fee	included		
Age Verification Fee Per Enrollment	\$00.95		
Text Messages, Limit 1000 per Location/Mo.	\$00.03		
POS Support System Fee (with the exception of Gilbarco and NCR) per Location/Month	\$12.50		

\*\* Company understands that Electrum provides these services to Company using third party services providers. These providers may increase their fees to Electrum. Electrum will use its reasonable best efforts to obtain a fee from a third-party service provider that will provide these services at the most favorable fee; however, upon 30 days notification to Company by Electrum, Electrum reserves that right to adjust this fee to an amount of the existing fee plus the pass-thru cost to Electrum, and Company agrees to pay this adjusted fee.

## EXHIBIT B - EData

### EData Service Agreement

Company and Electrum agree that this EData Services Agreement ("Service Agreement") is an Exhibit to and incorporated in the Electrum Master Services Agreement and as may have been subsequently amendment. ("Master Agreement") agreed to by both Parties.

#### STATEMENT OF BACKGROUND:

**WHEREAS** Electrum has developed proprietary data services as defined herein; and

**WHEREAS** Company desires to utilize Electrum's date services to process and submit Company data for the purpose of procuring rebates for discounts provided to Authorized Users.

**NOW THEREFORE**, in consideration of the foregoing Recitals (which are incorporated into and made a part of this Agreement) and the mutual representations contained herein, the parties agree as follows:

#### 1. Definitions

- 1.1. "**Authorized User**" a person who uses the Services to purchase Manufacturer products.
- 1.2. "**Documentation**" any user manuals, online resources, or other documentation made available to Company with respect to the Services in electronic or paper format, as may be amended or added to from time to time by Electrum.
- 1.3. "**Electrum Loyalty Service**" a service provided by Electrum to enroll consumers as Authorized Users and to decision discounts on items purchased by Authorized User as defined in Promotion Data provided to Electrum by merchants. Some Manufacturers may agree to Rebate to Company as part of the Manufacturer Promotion Rebate Agreement.
- 1.4. "**Location**" a store or place of business where Company sells its products
- 1.5. "**Location Product Data**" means all information transmitted from Company to Electrum related to Company's use of the Services and any associated transactions, except for full payment card numbers (except for the last four digits) and their expiration dates. Location Product data includes but is not limited to: the raw point of sale scanner or website transaction data for UPC- coded and/or EAN-coded product purchases and PLU product purchases, each as recorded in Company's Locations, including private label data, and front register data and pharmacy data, any corresponding Company hierarchies (categorizations of goods sold) and geographies, all click-and-collect transactions (and all associated data) where items are ordered and/or purchased online and purchased and/or delivered at a physical Company Location, and (for each item sold) units sold and price with and without Authorized User identification information.
- 1.6. "**Manufacturer** " the manufacturer or supplier that produces or provides a product sold in Company Locations and that is approved by Electrum to be included in Electrum's Services.
- 1.7. "**Manufacturer Promotion Rebate Agreement**" any agreement between a Manufacturer and Company to
  - 1.7.1.1. rebate to Company for discounts provided by Company to Authorized Users in an amount as defined in that agreement, and
  - 1.7.1.2. define the format and method of submission of Location Product Data to the Manufacturer.

- 1.7.2. "**Promotion**" means any discounting and/or promotional offered by any Manufacturer in accordance with the Manufacturer Promotion Rebate Agreement through the Services and reported to Electrum for calculating Rebates in accordance with the Operating Guide.
- 1.7.3. "**Promotion Data**" date defining the Promotion in the Manufacturer Promotion Rebate Agreement in a form and manner of delivery as defined in the Operating Guide to include but not limited to the items to be discounted, the amount of the discount, the location giving the discount, the period the discount will be given and Rebated.
- 1.7.4. "**Promotion Discount**" means, with respect to any Transaction, the total dollar value of the applicable discount or other promotion offered by Manufacturer under the Manufacturer Promotion Rebate Agreement to the applicable Authorized User for such Transaction.
- 1.7.5. "**Rebate**" an amount paid by a Manufacturer to Company to reimburse Company for any Promotion Discount given to an Authorized User by Company as provided for in the Manufacturer Promotion Rebate Agreement.
- 1.7.6. "**Service System**" means Electrum's proprietary system of servers, software, and technology used to provide the Services, accessible to Company via their account login information.
- 1.7.7. "**Services**" means the EData Services that Electrum will provide to Company under this Agreement.

## 2. **The Service System**

- 2.1. **Use of the Service System.** During the Term, Company may access and use the Service System to receive the Services pursuant to Electrum's Operating Guides as on its [website](#) as such guide may be updated from time to time.
- 2.2. **Documentation.** Company may reproduce and use the Documentation solely as necessary to support its Authorized Users' use of the Service System.
- 2.3. **Service System Revisions.** Electrum may revise Service System features and functions at any time, including without limitation by removing such features and functions. If any such revision to the Service System materially reduces features or functionality of the Services provided pursuant to this Agreement, Company may within 30 days of notice of the revision terminate this Agreement without cause.

## 3. **Delivery and Use Of Location Product Data**

- 3.1. Company acknowledges and agrees to comply with and Rebate Promotion requirements and to provide to Electrum Promotion Data in a timely manner in accordance with the Operating Guide.
- 3.2. **Delivery of Location Product Data.** Company shall transmit to Electrum using Company's Location Internet services, all Location Product Data in accordance with Service Systems provided and the Operating Guide related to each of its Locations registered on the Service System at a minimum daily and in a format requested by Electrum to Company. Electrum will advise Company daily, in a manner as defined in the Operating Guide, when a Company location has failed to transmit Location Product Data to Electrum. In a timely manner, Company shall be responsible for diagnosing and resolving all transmission issues from any reported location. Electrum will provide to Company diagnostic procedures in its Operating Guide and phone technical assistance that may be off assistance to Company in this regard. Company acknowledges that other issues such as Company internet service availability may be the cause of the transmission failure and that the responsibility for diagnosing transmission issues is the responsibility of Company.
- 3.2.1. Company acknowledges that failure for a location to transmit Location Product Data may result in Company not receiving Rebates. Company acknowledges that Electrum has no liability to Company

for the failure of Company to receive such rebates in the event Company fails to provide Electrum with Location Product Data in a timely manner for each location daily unless such failure is the direct result of Electrum's Service System not being able to receive such data and that Company has notified Electrum of such.

- 3.2.2. Company agrees to provide Promotion Data to Electrum in a timely manner. Failure to provide to Electrum Promotion Data in a timely manner may result in Company not receiving Rebates from Manufacturers. Company acknowledges that Electrum has no liability to Company if the Company fails to receive Manufacturer Rebates caused by Company's failure to provide Electrum with Promotion Data in a timely manner.

#### 4. **Use of Location Product Data**

- 4.1. Electrum shall submit Location Product Data to Manufacturers in accordance with the Manufacturer Promotion Rebate Agreement. Electrum may only use the Location Product Data in the creation of reports as defined in the Manufacturer Promotion Rebate Agreement.
- 4.2. Electrum shall provide information, as defined in the Operating Guide, providing summary and detail data of all Location Product Data sent to a Manufacturer and a summary and detail of all Rebates to be paid by a Manufacturer to Company. Company shall be responsible for reporting to Electrum in writing and in a timely manner, any inaccuracies of any transactions and/or Rebates reported by Electrum to Manufacturers. Electrum sole responsibility shall be to correct any reported inaccuracies and resubmitting such Location Product Data to the Manufacturer. Company acknowledges that Electrum has no liability for the accuracy of Location Product Data provided by Company, processed and forwarded to a Manufacturer nor any liability for any payment by a Manufacturer of any Rebate to Company regardless of the accuracy of the Location Product Data submitted by Electrum to the Manufacturer.
- 4.3. Electrum may sell for its benefit Location Product Data with exception of data specific to Company and its locations to any entity in accordance with any and all rules and regulations regarding to consumer privacy. Company acknowledges that the fees charged by Electrum for its services would be substantially more without such additional compensation.

#### 5. **Additional Features**

- 5.1. "Electrum Loyalty Service" Included in this Agreement, Electrum shall provide a process for the enrollment of Authorized Users to enable additional Rebates from certain Manufacturers in accordance with the Manufacturer Promotion Rebate Agreement between the Manufacturer and Company. Electrum shall report such Authorizer User information to Manufacturers in accordance with their requirements. No other features of the Electrum Loyalty Service other than this feature to support this additional function to meet the Manufacturer requirements are included in this Service.
- 5.2. Electrum may offer, and Company may accept additional features beyond what the parties initially agreed to be included within the Services including but not limited to Electrum Loyalty Service. Electrum may charge a mutually agreeable additional fee for such additional services and such services may have additional terms and conditions. To the extent the parties agree to include such additional features, those features shall be deemed part of the "Services" and any additional terms and conditions associated with such features shall be deemed incorporated by reference into this Agreement.

#### 6. **Warranty Disclaimers**

- 6.1. **Point of Sale Features.** Certain functionality of the Services allows direct interaction with a live transaction to facilitate discounts, price adjustments, and other features of the Services, including, but not limited to, in connection with any Promotion implemented via Electrum EData. To the maximum extent



permitted by law, Electrum disclaims any liability associated with such interactions with live transactions and with any errors that may occur involving any of the foregoing features.

- 6.2. **Connectivity.** The Services rely on the regular synchronization of Company's systems and Electrum's servers. Where such synchronization does not occur in a timely fashion, Electrum will endeavor to contact the Company via email or other communications. Company acknowledges that it is Company's responsibility to ensure an active connection is maintained between the Services and Company's own devices. Electrum will not be liable for Company's failure to maintain any such connectivity.
- 6.3. **Age Verification.** Company understands and agrees to comply with all appropriate age verification laws and to ensure and will remain fully responsible for any age-restricted purchases.

## 7. **Compensation**

- 7.1. Compensation to Electrum for Electrum Services or Commissions to Company for reselling Electrum's services shall be as ascribed in the Electrum Service Agreement(s) as defined in Exhibit EData A

## 8. **Term, Default and Termination**

### 8.1. **Term**

- 8.1.1. This agreement shall commence as of the date of execution (the "**Commencement Date**") and shall end one year thereafter. ("**Initial Term**") The Agreement shall be renewed for consecutive additional periods of twelve months each (the "**Renewal Terms**") upon the expiration of the Initial Term and for each one year Renewal Term thereafter (the Initial Term and all Renewal Term(s) are collectively referred to as the "**Term**"), unless at least 90 days prior to the expiration of the Initial Term or any Renewal Term, Electrum or Company gives written notice to the other that the Term will end at the expiration of such period. Electrum reserves the right to modify its charges or fees upon the expiration and renewal of any term and will notify Company of such changes prior to any renewal date. All obligations of Company incurred or existing hereunder as of the date of termination shall survive such termination.

### **Exhibit EData A**

Included as part of the monthly loyalty services fee, See [Exhibit LP2](#)