

**CARD CORPORATION MASTER LICENSING AGREEMENT
STANDARD TERMS AND CONDITIONS**

THESE TERMS AND CONDITIONS (“**AGREEMENT**”) ARE A LEGALLY BINDING CONTRACT BETWEEN YOU AS THE LICENSOR (DEFINED BELOW) AND CARD CORPORATION AS THE LICENSEE (DEFINED BELOW) AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN LICENSEE’S PROVISION OF THE MARKETING SERVICES (DEFINED BELOW) TO LICENSOR.

BY ACCEPTING THIS AGREEMENT OR USING ANY OF THE MARKETING SERVICES, LICENSOR ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERM “LICENSOR” REFERS TO SUCH ENTITY AND ITS AFFILIATES.

ARBITRATION. THIS AGREEMENT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION (SEE **SECTION 23**), WHICH MEANS THAT LICENSOR AGREES TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (EXCEPT AS PROVIDED HEREIN) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE PROVISION ALSO INCLUDES A CLASS ACTION WAIVER. DO NOT USE THE MARKETING SERVICES IF YOU, AS LICENSOR, DO NOT AGREE TO THIS AGREEMENT IN ITS ENTIRETY.

1. DEFINITIONS.

“**Licensee**” means CARD Corporation, dba CARD.com, a Delaware corporation having its principal place of business at 231 Market Place, Suite 218, San Ramon, CA 94583, who uses Properties to produce and market Licensed Cards.

“**Licensed Card**” means a specific Licensed Product which is a Visa or Mastercard branded payment card including, but not limited to, a payment card that is a Prepaid, Debit, Credit, or Gift Card.

“**Licensed Product**” means a product produced depicting, incorporating, or reproducing aspects of a Property licensed from a Licensor.

“**Licensor**” means the owner or entity with rights to license a property, content, trademarks, logos, copyrighted images, and/or proprietary art.

“**Marketing Services**” means all work product and services provided to Licensor by Licensee related to marketing Licensed Cards, including but not limited to card design, network approval, communication strategy, and sample creatives, as well as all services and work product provided in the service of Licensed Card consumers, such as the distribution of cards, transaction processing, and customer service.

“**Property**” means the property, content, trademarks, logos, copyrighted images, and/or proprietary art provided by Licensor.

“**Royalty Payments**” means compensation paid to the Licensor by the Licensee in exchange for Licensee’s ability to issue Licensed Cards highlighting Licensor’s Property.

2. ENROLLMENT. To begin the enrollment process, Licensor must complete Licensee’s registration process and application. Use of the Marketing Services is limited to parties that can lawfully enter into and form contracts under applicable law. As part of the application, Licensor must provide Licensee with registration information including, but not limited to, Licensor’s legal name, address, phone

number and e-mail address. Licensee may at any time cease providing the Marketing Services at Licensee's sole discretion and without notice.

3. SERVICE FEE PAYMENTS. Fee details are described in the Service Fee Schedule in Exhibit A. Licensor is responsible for all of Licensor's expenses in connection with this Agreement. To use Licensee's Marketing Services, Licensor must provide Licensee with valid credit card information from a credit card acceptable to Licensee ("**Licensor Credit Card**") as well as valid bank account information for a bank account or bank accounts acceptable to Licensee (conditions for acceptance may be modified or discontinued by Licensee at any time without notice) ("**Licensor Bank Account**"). Licensor will use only a name Licensor is authorized to use in connection with the Marketing Services and will update all of the information Licensor provides to Licensee in connection with the Marketing Services as necessary to ensure that it at all times remains accurate, complete, and valid. Licensor authorizes Licensee (and will provide Licensee documentation evidencing Licensor's authorization upon Licensee's request) to verify Licensor's information (including any updated information), to obtain credit authorizations from the issuer of the Licensor Credit Card, to charge Licensor Credit Card and to debit Licensor Bank Account for any sums payable by Licensor to Licensee (in reimbursement or otherwise). All payments to Licensor will be remitted to Licensor Bank Account through a banking network or by other means specified by Licensee.

If Licensee determines that Licensor's actions or performance may result in returns, chargebacks, claims, disputes, violations of Licensee's terms or policies, or other risks to Licensee or third parties, then Licensee may in Licensee's sole discretion withhold any payments to Licensor for as long as Licensee determines any related risks to Licensee or third parties persist. For any amounts that Licensee determines Licensor owes Licensee, Licensee may (a) charge Licensor Credit Card, debit Licensor Bank Account, or charge any other payment instrument Licensor provides to Licensee; (b) offset any amounts that are payable by Licensor to Licensee (in reimbursement or otherwise) against any payments Licensee may make to Licensor or amounts Licensee may owe Licensor; (c) invoice Licensor for amounts due to Licensee, in which case Licensor will pay the invoiced amounts upon receipt; (d) reverse any credits to Licensor Bank Account; or (e) collect payment or reimbursement from Licensor by any other lawful means. If Licensee determines that Licensor has used Licensee's Marketing Services to engage in deceptive, fraudulent, or illegal activity, or has repeatedly violated Licensee's Program Policies, then Licensee may in Licensee's sole discretion permanently withhold any payments to Licensor. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in USD, and all payments contemplated by this Agreement will be made in USD. In addition, Licensee may require that Licensor pay other amounts to secure the performance of Licensor's obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of Licensee's terms or policies, or other risks to Licensee or third parties. These amounts may be refundable or nonrefundable in the manner Licensee determines, and failure to comply with terms of this Agreement may result in their forfeiture.

As a security measure, Licensee may, but is not required to, impose transaction limits on some or all customers and Licensor relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. Licensee will not be liable to Licensor: (i) if Licensee does not approve a Licensor's application or transaction that would exceed any limit established by Licensee for a security reason, or (ii) if a Licensor does not fulfill the requirements to qualify for a royalty payout.

4. GRANT. Licensor hereby grants to Licensee during the Term, subject to the provisions and conditions set forth herein, a license to use the Property solely in connection with the design, manufacture, marketing, distribution and sale of Licensed Cards.

5. PREMIUMS. Licensee will have the non-exclusive right, subject to approval of the Licensor as described herein, to use the Property on premiums (e.g., checks, tee shirts, key chains, towels, etc.) ("**Premiums**") that Licensee will give to prospective customers at no charge as promotional incentives to purchase and use a Licensed Card.

6. TERM OF AGREEMENT. This Agreement will commence on the date Licensor accepts the terms of this Agreement ("**Date of Agreement**") and, unless terminated earlier in accordance with its terms,

will remain in effect for an initial term of thirty-nine (39) months from the Date of Agreement (the “**Initial Term**”).

7. RENEWAL TERM. Provided that Licensor pays all required fees during the Initial Term, at the end of the Initial Term this Agreement will automatically renew under the same terms and conditions for a period of three (3) years (each three-year period, a “Renewal Term”). (The Initial Term and all such Renewal Terms, if any, the “**Term**.”) Notification of non-renewal may be provided in writing by either party at least ninety (90) days prior to the end of any Initial Term or Renewal Term, in which case this Agreement will not renew. If the Agreement is not renewed, Licensee shall have a sell-off period during which Licensee will have the right to issue cards for up to ninety (90) days beyond the Term of Agreement. Should either party choose to not renew, Licensee shall continue to have the right to issue replacement cards for consumers still using the licensed, branded cards.

8. TERM OF LICENSED CARD. Licensor agrees that the initial term of any Licensed Card issued during the Term will remain in effect for its stated term notwithstanding the expiration of this Agreement; provided, that Licensee continues to make the Royalty Payments on such Licensed Cards as specified herein. For the avoidance of doubt, Licensee acknowledges and agrees that it will have no right to issue any new Licensed Cards to new customers pursuant to this Agreement after the expiration of this Agreement, except: In cases of an earlier termination of this Agreement, the license granted to Licensee to use the Property on any Licensed Card issued to customers shall not expire until the expiration date of each such Licensed Card previously issued to said customer; provided, that Licensee continues to make the Royalty Payments on such Licensed Cards as specified herein.

9. TERMINATION. Licensee shall have the right to terminate this Agreement: (i) upon Licensor’s breach of any material provision of this Agreement and failure to cure such breach within thirty 30 days following notice thereof from Licensee, or (ii) immediately, subject to the terms and conditions of Section 16 (Morals) or 24 (Disclosures).

10. EFFECT OF TERMINATION/SURVIVAL. Upon the expiration or termination of this Agreement: (i) Licensee will have the right to process and ship any orders for Licensed Cards received by Licensee prior to the effective date of expiration or termination; provided that Licensee makes the Royalty Payments on such Licensed Cards as specified herein; and (ii) except as provided in the foregoing clause (i) and Sections 7 and 8, the license rights granted to Licensee hereunder will terminate and Licensee will make no further use of any of the Property. In addition to those obligation that accrue during the Term and those provisions that survive according to their terms, the parties’ rights and obligations under Sections 7 through 11, 15.3, 17 through 20, 22, 23 and 25 through 31 will survive the expiration or termination of this Agreement.

11. ROYALTY PAYMENTS. Licensee will pay Licensor Royalty Payments with respect to the Licensed Cards calculated as follows:

- *Prepaid, Credit, and Debit Standard Royalty:* \$0.25 per month, paid on a quarterly basis, for each Licensed Card active during any month of the Term and with a balance greater than \$5.00 on the last day of that month.
- *Prepaid, Credit, and Debit Referral Incentive Royalty:* Licensor will receive a total payment of \$1.50 per month, paid quarterly, for each Licensed Card issued to a customer as a result of referral by Licensor or its affiliates (referral tracked via tracking link, special landing page, coupon code or similar provided by Licensee, with traffic originated by Licensor or its affiliates) that is active during any month of the Term and with a balance greater than \$5.00 on the last day of that month.
- *Non- Reloadable Gift and Share Cards Standard Royalty:* Licensor will receive a one-time amount of 10% of the actual selling price of the Gift Card, royalties to be paid quarterly.

- *Referral Incentive Royalty on Non-Reloadable Gift and Share Cards:* Licensor will receive an additional one-time amount of 15% of the actual selling price of the Gift Card for each Licensed Card sold to a customer as a result of referral by Licensor or its affiliates, (referral tracked via tracking link, special landing page, coupon code or similar, with traffic originated by Licensor or its affiliates)

Royalties will begin to accrue on a monthly basis as of the date of issue of each Licensed Card and will continue to accrue until the earlier of either (i) the expiration date of the last unexpired Licensed Card issued during the Term, or (ii) the end of the Term of this Agreement or any other subsequent Renewal Term. Royalties will be paid to Licensor according to instructions Licensor provides during the sign up or onboarding process, as provided for under Notices below, on a calendar quarterly basis, no later than thirty (30) days after the end of such calendar quarter, as long as royalty payment has accrued \$25.00 or more.

12. MARKETING.

12.1 Licensor Responsibilities. Licensor shall furnish to Licensee all creative content and materials that will be used to market Licensed Cards, and which may be referenced on landing page(s). All contents of advertisements by Licensor are subject to Licensee approval. Licensee reserves the right to approve or disapprove, in its sole and exclusive discretion, any Licensor content, links, listings, and advertisements on any Licensor site. Licensor will not make any public disclosure or marketing of the Licensed Card or this Agreement, including press or website releases, social media posts, without the prior written consent of Licensee.

12.2 Linking Restrictions. In no event shall Licensor enter into a linking relationship with, or otherwise link to, a website offering, directly or indirectly (e.g., through an Internet hyper-link to another website), any of the following services, content or products: (i) sexual paraphernalia; (ii) drug paraphernalia; (iii) Alcohol paraphernalia; (iv) adult films, recordings or magazines; (v) defamatory, obscene, harmful to minors or pornographic, child or otherwise, materials; (vi) other illicit or illegal activities; (vii) computer viruses, so-called Trojan horses, time bombs, cancelbots or other computer programming routines that have the effect (whether intentionally or not) of damaging, detrimentally interfering with, surreptitiously intercepting or expropriating any system, data, or personal information; (viii) material which is false, misleading or intentionally inaccurate.

12.3 Licensee Rights. Licensee has the right, in its sole discretion, to determine the methods and channels that it uses to market the Licensed Card to potential customers. Licensee reserves the right, in its sole and exclusive discretion, to approve, disapprove, reject or cancel any content, links, listings, or advertisements in any placement owned or procured by either Licensor or Licensee, for any reason whatsoever (including belief by Licensee that any placement thereof may subject Licensee to criminal or civil liability). Licensor also acknowledges that ANY creative material developed by Licensee for use in marketing Licensor's Cards will remain the sole exclusive property of Licensee in perpetuity. Licensor agrees that it will not use that creative or any likeness of that creative material without Licensee's prior written permission.

12.4 Confirmation of Agreement. Licensor acknowledges that Licensee will design, cause to manufacture, distribute and sell Licensed Cards using the Property. Licensor further acknowledges that in order for Licensee to undertake the foregoing it will need to enter into agreements with banks and other financial institutions that issue cards ((collectively, "**Banks**") and that such Banks may require Licensee to furnish documentation regarding its right to design, cause to manufacture, distribute and sell Licensed Cards using the Property. In addition, at Licensee's request, Licensor will provide Licensee with reasonable assistance and cooperation and make such other efforts as reasonably requested by Licensee to enable Licensee to respond to requests from Banks for additional documentation of Licensee's right to design, manufacture, distribute and sell Licensed Cards using the Property.

13. APPROVALS/ARTWORK/SAMPLES.

13.1 Approval of Artwork. Prior to commencing production of a Licensed Card, Licensor will provide Licensee with high resolution images of Property, and Licensee will provide Licensor with digital mockups of the Licensed Cards. Licensee will not commence the sale or use of the Licensed Card unless and until Licensor has approved the mockups in writing, by email, or through Licensee's online portal. Licensor will endeavor to provide Licensee as promptly as reasonably possible with Licensor's approval or written disapproval of the Licensed Cards, which approval will not be unreasonably withheld or delayed.

13.2 Changes After Approval. Licensee will not, after having received Licensor's approval of the Licensed Card pursuant to Section 13.1 above, cause or permit any material deviation or variation in the artwork, design, quality or style of the Licensed Card without Licensor's approval in writing or by email prior to any such deviation or variation. Licensor will own all copyrights in the Property as, and to the extent, used on the Licensed Card. Licensor may, but will have no obligation to, register any such copyrights.

14. TRADEMARK. Except as otherwise provided herein, Licensee agrees to limit its use of the Property to the Licensed Cards, all in accordance with the foregoing and according to processes, specifications and other quality standards established or approved by Licensor for the Licensed Card in connection with which the Property is used.

15. REPRESENTATIONS AND WARRANTIES.

15.1 Licensor. Licensor represents and warrants that (i) it has the necessary power and authority to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted; (ii) that the use, reproduction, distribution, transmission, or display of any advertisement by Licensor or its agents, any data regarding users, and any material to which users can link, or any product or services made available to users, through or as a result of such advertisement will not (a) violate any criminal code, (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or code, or (c) use any trademark, trade name, or corporate name of Licensee without the prior written consent of Licensee; (iii) the Property and Licensee's use thereof pursuant to this Agreement will not infringe upon the rights of any third party; and (iv) it shall at all times fully comply with all applicable statutes, rules, and regulations with respect to Licensor or its respective business including, without limitation, the CAN-SPAM Act of 2003, laws governing deceptive trade practices and/or online marketing and/or advertising. Licensor agrees to maintain a regularly updated suppression list containing current unsubscribe requests in conformance with the CAN-SPAM Act of 2003.

15.2 Licensee. Licensee represents and warrants that (i) it has the necessary corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (ii) It will not challenge Licensor's (or its licensor's) title in and to the Property or any copyright or trademark pertaining thereto, or the validity of the license rights granted hereunder; (iii) it will not harm, misuse, or bring into disrepute the Property; and (iv) it will comply with all laws and regulations relating or pertaining to the manufacture, marketing, promotion, distribution and sale of the Licensed Cards.

15.3 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 15.1 AND 15.2, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON APPLICABLE STATUTORY RIGHTS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

16. MORALS. If at any time, in the opinion of Licensee, Property becomes the subject of public disrepute, contempt, or scandal that affects Licensee's image, reputation, products, or goodwill, including but not limited to communications controlled by Licensor or any individual depicted on the Property, on social media and/or participation in potentially offensive, controversial, inappropriate, or objectionable public activities, Licensee may, upon written notice to Licensor, immediately suspend or terminate this Agreement without owing Licensor any further Royalties.

17. INDEMNIFICATION.

17.1 Licensor Indemnity. Subject to Section 17.3 below, Licensor will defend, indemnify and hold Licensee and Licensee's third party service providers (if any, and including, but not limited to, Licensee's data and technology partners and Banks) harmless from and against any and all liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees), to the extent arising out of a third party claim based on the breach by Licensor of any warranty or covenant set forth in this Agreement.

17.2 Licensee Indemnity. Subject to Section 17.3 below, Licensee will defend, indemnify and hold Licensor harmless from and against any liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees), to the extent arising out of a third party claim based on: (i) any unauthorized use by Licensee of the Property; or (ii) any breach by Licensee of any warranty or covenant set forth in this Agreement. Licensee's liability under this Section will not exceed the amount of money remunerated to Licensee by Licensor for Marketing Services governed by this Agreement.

17.3 Indemnity Process. The party seeking indemnification and defense under Section 17.1 or Section 17.2, as the case may be (the "**Indemnified Party**"), will give prompt written notice of any claim to the other party (the "**Indemnifying Party**"). In addition, the Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's expense, with information and assistance that is reasonably necessary for the defense and settlement of the claim. The Indemnified Party reserves the right to retain its own counsel, at the Indemnified Party's sole expense, to participate in the defense of any such claim. The Indemnifying Party may not settle any claim without the Indemnified Party's prior written consent, if the settlement terms would adversely affect the Indemnified Party or its rights under this Agreement.

18. LIMITED LIABILITY. LICENSEE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE TOTAL AMOUNT RECEIVED BY LICENSEE FROM LICENSOR FOR MARKETING SERVICES GOVERNED BY THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, LICENSEE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY GOVERNMENTAL ACTION, FIRE, FLOOD, INSURRECTION, PANDEMIC, EARTHQUAKE, POWER FAILURE, RIOT, EXPLOSION, EMBARGO, STRIKES WHETHER LEGAL OR ILLEGAL, LABOR OR MATERIAL SHORTAGE, TRANSPORTATION INTERRUPTION OF ANY KIND, WORK SLOWDOWN, OR ANY OTHER CONDITION AFFECTING PERFORMANCE IN ANY MANNER BEYOND THE CONTROL OF LICENSEE. LICENSOR ACKNOWLEDGES THAT LICENSEE HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN AND THAT THE SAME IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

19. ASSIGNMENT. Licensor may not assign this Agreement to any third party without the prior written consent of the Licensee which will not be unreasonably withheld. Licensee may not assign this Agreement, in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement, without such consent, will be void. Notwithstanding the foregoing, Licensee may assign this Agreement without Licensor's consent: (i) to an affiliate; (ii) in connection with any merger or acquisition of Licensee by or into a third party; or (iii) in connection with any sale by Licensee of all or substantially all of its business or assets. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties' respective permitted successors and assigns.

20. NO JOINT VENTURE. This Agreement does not constitute and will not be construed to constitute an agency, a partnership, or a joint venture between Licensor and Licensee. Neither party will have any right to obligate or to bind the other in any manner whatsoever, and nothing contained in this Agreement will give or is intended to give any such rights to any third party.

21. AUDIT RIGHTS. Licensee shall keep proper records and books of account relating to the computation of payments to be made hereunder. Licensor or its designee may inspect such records to verify reports at a mutually agreeable time and location. Any such inspection will be conducted in a manner that does not unreasonably interfere with Licensee's business activities and, except as provided below, shall be conducted no more frequently than once every twelve (12) months. Licensee shall make any overdue payments disclosed by the audit within thirty (30) days. Licensee has the right, at its own expense, to conduct annual audits of Licensor's content, links, listings, advertisements, and suppression lists. Licensor agrees to cooperate with such audit and provide copies or access to such documents, information, and personnel as reasonably necessary or helpful for the Licensee to conduct such audit.

22. NON-SOLICITATION. During the Term of this Agreement and for a period of two (2) years after termination of this Agreement, Licensor shall not solicit or hire any of Licensee's employees, the identities of which may be disclosed during the term of the Agreement. In addition to Licensee's rights and remedies under this Agreement or at law, Licensor agrees that monetary damages for a breach of or a threatened breach of this Section will not be adequate, and that Licensee shall be entitled to injunctive relief (including temporary and preliminary relief). In addition to any other remedies available to Licensee, if Licensor shall employ a Licensee employee in violation of this Agreement then Licensee shall be entitled to liquidated damages of two times the employee's then-current annual salary.

23. ARBITRATION.

23.1 Except as specifically set forth in this Agreement, any and all disputes, controversies and claims arising out of or relating to this Agreement (collectively, "**Disputes**") will be settled by binding arbitration in San Francisco, California, in accordance with and pursuant to: (i) the then-existing Commercial Arbitration Rules of the American Arbitration Association (the "**Rules**") and (ii) the terms of this Agreement. The arbitration will be conducted by a single arbitrator reasonably familiar with the business covered by this Agreement selected by mutual agreement of the parties. If the parties fail to select the arbitrator within thirty (30) days following the date of either party's notice of arbitration, then the American Arbitration Association will appoint the arbitrator in accordance with the Rules. The arbitration award will be in writing setting forth findings of fact and conclusions of law, will be final and binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing provisions, each party reserves the right to seek injunctive or other equitable relief with respect to any Dispute related to the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights or confidential information. The exclusive jurisdiction and venue of any action seeking injunctive or other equitable relief will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

23.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF LICENSEE'S WEBSITE OR MARKETING SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED.

24. DISCLOSURES. Licensor affirms that it is in good standing with all applicable regulatory agencies including, but not limited to, BBB, FTC, all State Attorney General Offices, and the FCC. If for any reason Licensor is no longer in good standing with ANY regulatory agency or is under investigation by ANY regulatory agency, Licensor has three (3) business days to inform Licensee of such matter. Failure to do so will constitute a breach of the Agreement that cannot be remedied and will be cause for termination of this Agreement. Licensor affirms that it is not a party to any pending or threatened administrative proceedings, enforcement proceedings, actions, audits, investigations or inquiries of any federal, state, or

local regulatory agency, government, or instrumentality thereof, any litigations against Licensor or Licensor's company related to Bank products or the substance of the relationship between the Bank and Licensor or Licensor's company regardless of materiality, or any other material litigation.

25. NOTICES. Notices by either party to the other will be in writing by sending them by registered or certified mail, overnight delivery service or by sending them by facsimile or by email with confirmation copy to follow sent via registered or certified mail or overnight delivery service. Notices by Licensor will be given by addressing them as indicated below. Notices by Licensee will be given by addressing them at an address or email submitted to Licensee during online signup or subsequently via email or through the online portal. All statements and notices hereunder will be given at the respective addresses of Licensor and Licensee unless written notice of a change of address is given. Notices will be deemed effective the date the notice is given, except that notices of change of address will be effective when received.

CARD CORPORATION
231 Market Street
Suite 218
San Ramon, CA 94583
Email: Partnerservices@card.com

26. GOVERNING LAW. This Agreement will be governed by and construed under and in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between Licensor and Licensee with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Francisco, California and the parties irrevocably consent to the personal jurisdiction and venue therein.

28. WAIVER. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights, and no waiver of a breach in a particular situation will be held to be a waiver of any other or subsequent breach.

29. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by an arbitrator or court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

30. CONFIDENTIALITY. During the Term, each party (the "**Disclosing Party**") may provide the other party (the "**Receiving Party**") with certain marketing, financial or other proprietary information and records relating to the business of the Disclosing Party ("**Confidential Information**"). The Receiving Party agrees that it will not use or disclose to any third-party Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to those employees, vendors or contractors who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who are bound by confidentiality obligations consistent with this Section. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party written certification of compliance with this sentence. Notwithstanding anything to the contrary in this Agreement, Confidential Information does not include any information that the Receiving Party can establish: (i) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (ii) is independently developed by the Receiving Party without reference to the disclosing party's Confidential Information; (iii) is acquired by the Receiving Party from another source without

restriction as to use or disclosure; or (iv) is or becomes part of the public domain through no fault or action of the Receiving Party. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (if permitted by law) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. This provision shall survive any termination of this Agreement.

31. AMENDMENT. Licensee reserves the right to change this Agreement at any time. Licensee may make immaterial modifications to this Agreement at any time without notice. When changes are made to this Agreement, Licensee will make a new copy of this Agreement available at this location Card.com/business and will also update the "Last Updated" date at the top of the Agreement. If Licensee makes any material changes, Licensee will attempt to notify Licensor by posting a notice on Licensee's website and/or sending an email to the last email address provided by Licensor. Licensee's posting of the notice and/or dispatch of an e-mail containing such notice will constitute effective notice of the changes described herein. Therefore, Licensor agrees to promptly notify Licensee of any changes in Licensor's email address. If Licensee makes any material changes, any such changes to the Agreement will be effective immediately for new users and will be effective thirty (30) days after posting such changes and sending of the email for existing users. If Licensor does not agree to any material change(s), notwithstanding any other provision of this Agreement, prior to any continued use of the Marketing Services after the posting of notice and/or sending of the email notice, Licensor may terminate this Agreement by providing written notice to Licensee within thirty (30) days after the posting of notice and/or sending of the email notice. If Licensor elects to terminate, Licensor shall stop using the Marketing Service. Licensee may require Licensor to provide consent to the updated Agreement before further use of the Marketing Services is permitted. Otherwise, Licensor's continued use of the Marketing Services constitutes acceptance of such change(s).

EXHIBIT A

SERVICE FEE SCHEDULE

Licensee collects all applicable fees stated below and any fees communicated to Licensor by Licensee (such as promotional fees that Licensee may provide from time to time).

Service Fees

One-time Enrollment Fee	USD \$400
Annual Subscription Fee	USD \$95 per year

Unless waived for promotional or other purposes solely at Licensee's discretion, Licensee will collect the one-time enrollment fee prior to completion of the enrollment process during the Initial Term only.

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