



PassPass Premier Partner Master Services Agreement

THIS AGREEMENT is made as of the day of agreeing to the Registration form and terms located at passpass.com/partner, "Partner Form" by and between PassPass LLC., a Texas Limited Liability Company, having its principal place of business at 40 La Jolla Cir, Montgomery TX 77356 (hereinafter referred to as "Company") and The "client" as defined by the information in the Partner Form.

WHEREAS, Company is in the business of providing marketing and membership software services;

WHEREAS, Client desires to engage Company to provide certain services as detailed in the Vendor Form, and Company desires to be so engaged.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Services: Company agrees to provide marketing services including:

- a. Featured business listing in the PassPass Mobile App and Web Pages
- b. A "Deal" or "Offer" promoted to the PassPass membership base
- c. A "InstaPerk" one time deal offered to incentivize members to sign up through the client
- d. All businesses can sign up and list their daily deal as long as it meets the minimum requirements
- e. There are \$0 fees or commissions paid on daily deals and bonus deals to PassPass

2. Deal Promotion

- a. **"Daily Deal" Discount:** Client agrees to provide a discount to their business and services with a unique offer to PassPass that is not available through other coupon or discount providers. The deal or coupon has to be a minimum of 10% off or the equivalent in value of \$ savings or giveaways or discounts to be considered a valid partner and have access to promote the client in the PassPass marketplace app. The client will be required to honor this discount for all active, paid PassPass members.
- b. **"Bonus Sign-Up Perk" or "InstaPerk":** This is a special one time deal, coupon, discount or benefit offered by the client to the consumer to incentivize the consumer to sign-up for PassPass through the "Client" sign up web page or directly through the PassPass App. The client agrees to offer this Perk as a one (1) time discount or offer to be redeemed upon sign-up by the member, only if the member registers through the client. This deal would not be available to existing members of PassPass and PassPass will leverage the technology to the Company's best ability to ensure the deal is only redeemed one time.



- c. **Changes:** The Client can change the offer at the businesses discretion, however, it must remain a unique offer and provide equivalent or greater value than 10% off products and services
- d. **Term:** Once a client signs up, they will be active in the PassPass marketplace in perpetuity as long as they are offering a daily deal that meets the minimum criteria of PassPass. However, if it is deemed the client no longer offers a valid deal or coupon, or removes their offer, the business will be suspended from the platform until they put the offer back live. Premier partners that are inactive longer than 60 days may be removed permanently or have to go back through the signup process.
- e. **Frequency:** If it is found that the client is attempting to “game” the system by adding deals and removing them frequently, or is trying to artificially drive their ranking in the PassPass search results, it is at the discretion of PassPass to suspend or permanently remove the client from the PassPass marketplace. It is at the Company’s discretion to provide a reason as to why the suspension or removal has happened but in most cases the company will in good faith attempt to communicate with the client to ensure the client understands how to remain in good standing in the PassPass marketplace.

3. Fees: Company agrees the listing is “Free” and only requires the Client to provide a deal or discount offer for active PassPass members in accordance to the rules stated previously. There are no fees to participate in the PassPass program as a client.

4. Revenue Share: As a Premier Partner, the client will be eligible to receive a revenue share on all memberships sold through their partner ID as long as they are an active Premier Partner on PassPass.

- a. Revenue share will be split with the client based on the source of the signup and is subject to applicable taxes and fees. Baseline revenue splits are as follows and are subject to change without prior notice.
- b. Revenue share is as detailed in the table below.



Revenue Share Breakdown

Channel	Partner Revenue Share
Direct (client website, signup page, QR code or any direct web based channel)	\$2.50 per member per month for the life of the member as long as they are an active paid member
In-App Referral - Apple & Google App Signups Referred by PassPass	\$1.00 per member per month for the life of the member as long as they are an active paid member

B. Payouts, Statements & Taxes:

Payouts will be calculated on a monthly basis and will show inside the Premier Partner Portal. Payouts will be paid on the last day of the month following the last day of the previous month. Payouts will be calculated as all paid memberships within the monthly period as of the final day of the month. Any chargebacks or refunds can and will be recovered from the client in future month payouts prior to receiving the net payout. This will be handled automatically by PassPass. Each month, PassPass will provide a Payout report in the Premier Partner Portal that will detail each payment by channel and the amount earned. PassPass will also provide an annual report and a 1099 NEC Tax Statement at the end of each calendar year, on or before Jan 30th of the following year.

C. Non Employee Compensation & Tax Liability:

All Premier Partner Clients will be considered non-employee contractors and will not have the rights of an employee. Contractors will be responsible for paying their own Taxes and PassPass takes no responsibility for the independent contractor taxes being paid.

D. Payout Calculation Changes:

From time to time, PassPass may need to adjust the payouts by channel if channels change their fees or tax structures. PassPass is not obligated to give advance notice until the time of the change but will work in good faith to inform of changes as soon as PassPass becomes aware of policy changes. PassPass is not responsible for the rules and policies of 3rd party platforms and are subject to follow up with these changes to stay within compliance of the various platforms and 3rd party software integrations.

E. Bank Account / Payment Sync:

The Client will be required to connect their bank account or payment details within the partner portal to receive payouts. Payments will be delivered via Stripe and are subject to a pass through processing fee charged by Stripe which will be paid by the business at cost based on the then rates charged by Stripe, subject to the Agreement between PassPass LLC and Stripe. If the Client does not sync bank account information, money owed to the client will remain in the account for payment withdrawal as soon as the Client re-syncs the bank information and requests withdrawal.



F. Cancellation and Forfeiture of Rights:

PassPass LLC has the right to suspend or terminate the relationship with the Premier Partner (Client) if the client has been found to have broken the rules of this agreement. At that time, any money owed to the client shall be paid up until the suspension or the end of services rendered. However, no future payments will be required of Company to Client in the case of suspension or permanent termination. In order to maintain rights to future membership payments, the Client must be an active member in good standing.

G. Member Cancellation and Re-sign up:

If a PassPass Member cancels their paid PassPass membership, the client will have 30 days to entice the Member to re-sign up for the platform. After 30 days lapses, the Member will be considered a canceled member and if they sign-up again, whichever channel they sign-up and through whichever client, will then become the member signee and will have rights to the revenue share. If a Member cancels and re-signs up for a paid membership within 30 days, they will return to the Client's paid membership program and Client will have rights to retain their revenue share from the Paid membership. If a member re-signs up with the original Premier Partner, the Premier Partner will continue to be paid the revenue share.

H. Transferability:

Memberships cannot be sold or transferred between companies. However, if a business is sold, the memberships are transferable to the new business owner and are considered to be transferable within the rules of the Premier Partner program.

4. Mutual Indemnification:

- a. Client shall indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Client of any representation, warranty, covenant, or obligation under this Agreement.
- b. Company shall indemnify, defend, and hold harmless Client, its officers, directors, employees, agents, and successors and assigns, from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees and disbursements, arising from or relating to any breach by Company of any representation, warranty, covenant, or obligation under this Agreement.

5. Confidentiality:

Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, including the terms of this Agreement ("Confidential Information"). Each party agrees that it will not disclose or use the other party's Confidential Information, except as expressly permitted under this Agreement.

6. Limitation of Liability:

Notwithstanding any provision to the contrary, in no event shall company (PassPass LLC) be liable to client or any third party participating in the services rendered, for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation, damages for loss of profits, revenue, goodwill, use, data, or other intangible losses, arising out of or relating to this agreement, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if company has been advised of the possibility of such damages.

- a. **acknowledgement and agreement:** Client acknowledges and agrees that the limitations set forth above are fundamental elements of this agreement and the services would not be provided without such limitations.

6. Use of Client's Brand:

Company is granted the right to use Client's brand, logo, and the results arising out of Company's services, for Company's marketing purposes to illustrate its capabilities, including but not limited to, in case studies, marketing material, advertising campaigns and sales presentations.

7. Arbitration:

Any dispute arising out of or related to this Agreement shall be settled by arbitration in the State of Texas, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. Privacy Policy:

Client and Company agree to comply with Company's privacy policy, which is available at passpass.com/legal and is incorporated herein by reference, as it may be amended from time to time.

9. Miscellaneous:

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles. This Agreement may be amended only in writing signed by both parties.

10. Entire Agreement:

This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written, between the Parties relating thereto. PassPass reserves the right to periodically update the terms of services in this agreement without prior notice and at the sole discretion of the company.



IN WITNESS WHEREOF, each of the Parties has executed, or caused their duly authorized representatives to execute, this agreement effective as of the Effective Date by opting in to the form located at passpass.com/partners