

1.1 MERCHANT AGREEMENT TERMS and CONDITIONS

This STANDARD MERCHANT AGREEMENT (this "Merchant Agreement") is entered into by and between you ("Merchant") and 3i Tech Works, Inc., dba Real Mobile Tech ("RMT"). Specific business terms associated with Merchant's subscription to the Platform are set forth in one or more ordering documents executed by the parties that reference this Merchant Agreement ("Order Form") and are hereby incorporated into this Merchant Agreement by reference (collectively, the Merchant Agreement including its exhibits and the Order Form shall be the "Agreement"). For the purposes of this Merchant Agreement, "you" or "Merchant," means the party identified as the merchant in the applicable Order Form. By executing an Order Form that references this Merchant Agreement, each party signifies that it has read, understands, and agrees to be bound by this Merchant Agreement. This Agreement shall be effective as of the date the first applicable Order Form is executed. This Merchant Agreement governs all Order Forms and any conflicting or additional terms and conditions are of no force or effect unless agreed to in writing signed by an authorized officer of RMT. Subject to the terms of this Agreement, RMT will allow Merchant to offer rewards to Merchant's customers using the customer engagement platform known as "Real Rewards+", as may be further described at www.realmobiletech.com and includes the Dashboard, Equipment and Software (all as defined in Section 1) (collectively, the "Platform").

1. RMT, SOFTWARE AND HARDWARE.

The Platform consists of three (3) components: (a) an online dashboard hosted by RMT that allows Merchants to manage and create rewards programs and track customer data ("Dashboard"), (b) certain equipment, including, without limitation, tablets, scanners, and/or other devices provided by RMT to Merchant under an applicable Order Form or as described on Exhibit A (the "Equipment"), and (c) software that is either pre-loaded on the Equipment or downloaded onto the Merchant's point of sale equipment that interacts with the Dashboard ("Software"). Subject to the terms and conditions of this Agreement, RMT hereby grants to Merchant (a) a non-exclusive, non-assignable, non-transferable, non-sub-licensable, limited right and license to use and display the Software for Merchant's business purposes, and (b) the right to access and use the Dashboard, in the case of both (a) and (b), solely in accordance with the documentation related to the Software or the Platform generally published by RMT. Merchant shall only use the Equipment to the extent necessary for Merchant to use the Platform, as provided in this Agreement. Merchant may not use the Equipment for any other purpose or in any manner not expressly authorized by RMT. Any and all use of the Equipment is subject to Merchant's compliance with the terms and conditions contained in the addendum attached hereto as Exhibit A ("Equipment").

2. RESTRICTIONS.

Merchant agrees that (a) it will not decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Software, (b) it will not sell, lease, license, sublicense, distribute, rent, transfer, assign, time share, or otherwise commercially exploit or provide the Platform to any third party, (c) it will only use the Software and Equipment in order to interface with the Dashboard as contemplated by this Agreement, (iv) create internet "links" to or from the Dashboard, or "frame" or "mirror" the Dashboard, (d) reverse assemble, reverse compile, reverse engineer, decompile or otherwise attempt to discover the object code, source code, SDKs, non-public APIs or underlying ideas or algorithms of the Platform, except as and only to the extent this restriction is prohibited by law, (e) remove or obscure any copyright, trademark or other proprietary notices, legends or RMT branding contained in or on the Platform, (f) use the Platform in any way that violates any applicable federal, state, local or international law or regulation, (g) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful, (h) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Dashboard, the server on which the Dashboard is stored, or any server, computer or database connected to the Platform, and (i) use the Platform to send or store materials that is obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights. RMT may, in its sole discretion, immediately suspend Merchant's access to the Platform if Merchant violates the terms of this Section.

3. PROFESSIONAL SERVICES.

From time to time, upon a mutual agreement of the parties, RMT and Merchant may enter into ordering documents or statements of work for the purpose of RMT providing certain professional services to Merchant ("Professional Services"). Merchant shall pay RMT a fee (if applicable) for any Professional Services provided in accordance with this Agreement and the applicable Statement of Work.

4. REMOTE ACCESS.

Merchant understands and agrees that when the Software is installed (either as pre-loaded software on the Equipment or installed by Merchant or RMT on Merchant's point of sale machine), remote access software will also be installed. Remote access software is installed and provided for the sole purpose of RMT maintaining and providing remote technical support for such Software.

5. MERCHANT INFORMATION AND REWARDS PROGRAMS.

Merchant grants to RMT a non-exclusive, worldwide license and right to display, reproduce and use Merchant's trademarks and logos (collectively, "Merchant Marks") and business description solely in connection with the operation of the Platform. As part of the Platform, Merchant will create rewards programs that Merchant will offer to its customers through the Platform ("Merchant Rewards Program") Merchant represents, warrants and covenants that

it will honor any Merchant Rewards Programs it offers, even after any expiration or termination of this Agreement. Merchant further represents, warrants and covenants that the Merchant Rewards Programs will comply with all applicable laws and regulations. If Merchant has purchased automatic campaigns, RMT will activate them within 7 days of the Effective Date (as defined herein below) with the settings specified in the Order Form or using standard settings for the Merchant's industry. Merchant agrees to honor its RMT rewards and automatic promotions and can adjust them by notifying RMT in writing at sales@realmobiletech.com or by calling at 561-244-9490. Merchant agrees to receive periodic SMS promotions from RMT during use of the service. Merchant can opt out at any time by replying "STOP" to a campaign. Standard data and message rates may apply. Promptly after any expiration or termination of this Agreement, RMT will provide Merchant with any relevant information in RMT's possession regarding the then-current status of the Customers in relation to the Merchant Rewards Program.

6. CUSTOMERS.

Merchant acknowledges and agrees that when one of its customers signs up to be a user of the Platform (or when Merchant enrolls a customer or enables a customer to enroll as a user of the RMT service), whether through the RMT's web site or otherwise, such customer shall be deemed a customer of RMT ("Customer"), and RMT shall have the perpetual and irrevocable right to use, in connection with its business activities, all information made available to RMT here under and will continue to have the right to communicate with Customers and provide the Platform in relation to such Customers, in each case even after the expiration or termination of this Agreement. To the extent Merchant enrolls a Customer as a user of the RMT service (or enables a Customer to enroll) or provides RMT with data and information (including a cellular or mobile number or other personally identifiable information) of any person who provides such information to Merchant, Merchant represents and warrants that Merchant has (a) informed each such person of the RMT Terms of Use and Privacy Policy and that such person may receive text messages or other communications from RMT, and (b) obtained all necessary consents and rights required (i) to share that information with RMT, and (ii) so that RMT may so communicate with each such person and otherwise use such data and/or information in any manner that complies with RMT's Privacy Policy. In connection with Merchant's use of Customer information and the Platform, and Merchant's administration of its Merchant Rewards Program(s), it shall comply with all applicable law and any written policies provided by RMT to Merchant from time to time, including RMT's Privacy Policy located at www.realmobiletech.com/privacy. Merchant shall include an opt-out notice in any communications that it delivers to any Customers, and will comply with any opt-out requests made by Customers.

7. DATA.

Regardless of where the Software is installed, as part of providing the Platform, RMT may collect data related to the use and performance of the Platform. The parties acknowledge that RMT is free to collect and analyze such data and other information relating to the provision, use and performance of the Platform for the purpose of improving the Platform provided that Merchant cannot be identified and such data is used solely in an aggregate or

other de-identified form.

8. FEEDBACK.

Merchant may from time to time provide suggestions, comments or other feedback with respect to the products or services of the Receiving Party ("Feedback"). Both Parties agree that all Feedback is and shall be given entirely voluntarily. RMT shall be free to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind.

9. OWNERSHIP.

Merchant acknowledges and agrees that RMT and its licensors are the owners of all right, title and interest in and to the Platform and all updates, upgrades, and derivative works thereto, including anything developed or created by RMT as part of the Professional Services, and all intellectual property rights therein including anything developed or created by RMT as part of the Professional Services, and that Merchant will not obtain or claim any ownership interest in the foregoing.

10. PAYMENT.

Merchant will pay RMT in accordance with the payment terms set forth on the Order Form. Fees may be due in advance or shall be paid in arrears, as described on the applicable Order Form. If RMT will bill Merchant for fees owed hereunder, Merchant's payment will be considered delinquent if a payment is not received within thirty (30) days following the receipt of an invoice for such payments. If Merchant is paying via credit card, Merchant authorizes RMT to charge the fees due hereunder (and any other charges Merchant may incur in connection with the Platform (such as taxes)) to Merchant's provided payment instrument in advance on a periodic basis in accordance with the terms on each Order Form. Merchant is responsible for keeping its payment instrument and all associated information (such as the expiration date of a credit card) current at all times. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Merchant does not promptly update its payment instrument information, (a) RMT reserves the right to suspend Merchant's access to the Platform until such time as payment is successfully settled, including past due payments, if any and (b) Merchant authorizes RMT to continue charging its payment instrument, as it may be updated. If Merchant's use of the Platform exceeds the capacities or limits on an Order Form or otherwise requires the payment of additional fees, Merchant hereby authorizes RMT to charge such additional fees to Merchant's payment instrument in the following pay cycle. All fees shall be paid in U.S. dollars. All fees paid are non-refundable. Merchant agrees to pay the costs and expenses incurred by RMT or on behalf of RMT in connection with the collection of any unpaid charges and fees. Merchant agrees to cover any additional bank charges associated with all RMT payments and fees. RMT is not obligated to pay any item presented for payment if Merchant's account does not contain sufficient collected funds. Merchant will be responsible

for all taxes in connection with this Agreement (excluding taxes based on RMT's net income). Billing will commence on the first billing date, as specified in the Order Form.

11. TERM AND TERMINATION.

- **11.1 Term.** The term of this Agreement shall start on the effective date or the subscription start date (as applicable) listed on the Order Form ("Effective Date") and continue for the initial term listed on the Order Form ("Initial Term"). The Order Form and this Agreement will automatically renew for successive periods equal to the Initial Term, as stated in the Order Form (each, a "Renewal Period") (collectively, the Initial Term and any Renewal Periods shall be the "Term") unless either party provides the other with notice of its intent not to renew at least thirty (30) days before the end of the then-current Term.
- **11.2 Termination.** Either party may terminate this Agreement if the other party breaches or defaults on any of its obligations under this Agreement (such that the breach or breaches, individually or in the aggregate, deprive the other party of the intended benefit of this Agreement) and said breach or default continues unremedied for a period of ninety (90) days after the breaching party's receipt of written notice. Written notices of breach must specify the grounds of such breach or default in reasonable detail. Except as provided in this Section and Section 11.1 above, Merchant may not otherwise terminate this Agreement or any Order Form except as may be explicitly set forth on the Order Form.
- **11.3 Effect of Termination.** Upon termination of this Agreement, Merchant's rights to use and access the Platform will immediately cease and Merchant will cease using and accessing the Software and the Dashboard and return all Equipment and pay any associated fees in accordance with Exhibit A.

12. INDEMNITY.

Merchant will defend any third party claim or action brought against RMT relating to (a) the Merchant Rewards Programs, (b) Merchant's breach of Section 5 (Merchant Rewards Programs), or (c) Merchant's breach of the representations and warranties contained in Section 6 (Customers) and Merchant will pay (i) any settlements entered into between RMT and the third party claimant or (ii) final judgments awarded to the third party claimant by a court of competent jurisdiction. RMT shall (a) provide Merchant with prompt written notice of any claim, (b) grant Merchant sole control of the defense and settlement of the claim, and (c) providing reasonable information and assistance to RMT in the defense or settlement of the claim at RMT's expense.

13. DISCLAIMER.

THE RMT PLATFORM AND PROGRAM AND ALL PRODUCTS, SERVICES (INCLUDING PROFESSIONAL SERVICES), CONTENT AND ITEMS PROVIDED BY RMT HEREUNDER (INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT (AS APPLICABLE)) ARE PROVIDED "AS IS" AND RMT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF UNINTERRUPTED USE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

14. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, AND REGARDLESS OF THE FORM OF ACTION (E.G., WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) NEITHER RMT NOR ANY OF ITS LICENSORS OR SUPPLIERS SHALL BE LIABLE TO MERCHANT OR TO ANY OTHER PARTY IN CONNECTION WITH ANY SUBJECT MATTER OF THIS AGREEMENT FOR (A) ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION), OR (B) ANY AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID BY MERCHANT TO RMT HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY WHETHER OR NOT RMT (OR ITS LICENSOR OR SUPPLIER, AS APPLICABLE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

15. GENERAL PROVISIONS.

The terms of this Agreement and any and all non-public information disclosed by RMT to Merchant pursuant to this Agreement are confidential, and Merchant agrees not to disclose the terms of this Agreement or any such information to any third party, or use any such information other than for the purposes expressly set forth herein. Merchant agrees that RMT may use Merchant's name and logo to identify Merchant as a customer of RMT on RMT's website and in other advertising, marketing and promotional materials. Merchant may not assign this Agreement or any of its rights or delegate any of its duties under this Agreement without RMT's prior written consent, except to a successor to all or substantially all of its business or assets; RMT may assign this Agreement and/or any of its rights and/or delegate any of its duties under this Agreement without consent. This Agreement contains the entire understanding of the parties with respect to the transactions and matters contemplated hereby, and supersedes all previous communications, understanding and agreements (whether oral or written). The Agreement consists of this Merchant Agreement, all exhibits attached hereto and all Order Forms, and represents entire agreement between the parties; any additional or conflicting conditions, printed or otherwise, appearing on any orders, copy instructions or other documents will be of no effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without

regard for conflict of law principles. The parties irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in Fort Lauderdale, Florida.

Exhibit A. Equipment

Merchant acknowledges that any equipment or software provided and referenced hereunder is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, RMT or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Merchant's use of such Software shall be limited to that expressly authorized by RMT. The operating instructions will instruct Merchant in the proper use of the devices, and Merchant shall use and operate the devices only in such manner.

Merchant will promptly notify RMT of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or need for repair or maintenance, whereupon RMT will make the necessary arrangements to obtain required maintenance. Merchant is responsible for shipping costs for any returned equipment. Merchant shall cooperate with RMT in its attempt to diagnose any problem with the device(s). In the event the device(s) requires additional Software or Software updates, Merchant is obligated to perform download procedures as specified and directed by RMT.

Merchant will not be liable for normal wear and tear of the equipment, provided, however, that Merchant will be liable to RMT in the event that any item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify RMT against any loss arising out of damage to or destruction of any item of equipment provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify RMT for any costs, expenses, and judgments RMT may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment provided hereunder.

Any equipment in lease from RMT hereunder must be returned to RMT at Merchant's expense within 30 days of contract expiration or termination date. Merchant must include his unique RMA (return merchandise authorization) number and business name on the outside of the package. Between 5 to 7 business days after receiving the equipment at RMT's fulfillment center, Merchant shall receive a refund of any money paid in connection therewith for the returned equipment. No refunds shall be issued for any equipment returned after 30 days.

Please send your Real Rewards+ equipment to:

Real Mobile Tech,

2255 Glades Rd., Ste. 324 A,

Boca Raton, FL 33431

RMT's equipment includes any of the following:

- Tablets
- iPods
- Charging Bricks
- Code Scanners

Device type Make Model Serial Number