

Dash Solutions' Client Terms & Conditions NR Rewards Program

1. The Program.

- 1.1 **Background.** DASH contracts with businesses for the provision of prepaid card programs and related services described herein (collectively the **"Program"**) pursuant to which DASH provides an Association-branded, Bank-issued non-reloadable prepaid card and Client desires to enter into this Agreement with DASH to receive the Program and related services. Client acknowledges and understands that DASH has an agreement to market the Program with a U.S. chartered financial institution, which is the issuer of cards (**"Bank"**), a member of Visa, Mastercard, and/or Discover (the **"Association(s)"**) and licensed through the Association to provide card services.
- 1.2 **Program Type.** Client and DASH enter into this Agreement, for the purpose of receiving non-reloadable Loyalty, Award, Promotion (**"LAP"**) prepaid cards. Client acknowledges the Program shall only be used in connection with bona fide loyalty, incentive, promotional or reward programs to LAP Cardholders. Client will not resell or offer for sale Cards to LAP Cardholder(s) or any other Person. Client shall ensure that its LAP Cardholders do not resell the Cards. Client further acknowledges and agrees that (i) the cards shall not be used to pay wages or other compensation, (ii) Client is responsible for, and Dash Solutions has no liability to Client or any third party, for any and all actions or inactions of persons that Client has authorized to transmit information to Dash or to whom Client has granted access to the portal; and (iii) each Card will have an expiration date from the date on when the Card is issued. The Parties further agree that any balance remaining on any Card at time of Card's expiration date may revert to and become property of DASH or may be escheatable pursuant to Applicable Law.

2. Definitions.

- 2.1 **Applicable Law:** means with respect to any party, any U.S. federal, state, or local law, rule or regulation, ordinance, statute, treaty, judgment, or any official interpretation by a relevant government agency or court of competent jurisdiction relating to the Cards or the Program, the Parties, or the subject matter of this Agreement.
- 2.2 **Affiliate:** means with respect to a Party, any entity that is Controlling, Controlled by, or under common Control with such Party.
- 2.3 **Association Marks:** means the "Visa", "Mastercard" and "Discover" service marks along with all other logos, trademarks and service marks owned by an Association.
- 2.4 **Balance:** means the dollar amount available in each Cardholder Account.
- 2.5 **Card:** means a prepaid product owned and issued by Bank, bearing Bank and Association marks and subject to Terms and Conditions.
- 2.6 **Card Fee:** means the Card fees described in the Terms and Conditions.
- 2.7 **Card Collateral:** means the Terms and Conditions, and any other documents, disclosures, and/or notices provided by DASH or Bank to Client.
- 2.8 **Cardholder:** means a Person who receives a Card under the Program.

- 2.9 **Cardholder Account:** means a segregated pool of funds held at Bank accessible to Cardholder by using a Card as permitted by this Agreement and the Terms and Conditions.
- 2.10 **Client Marks:** means the Client's name, as well as any other logo, trademark, or service mark owned by Client.
- 2.11 **Confidential Information:** means this Agreement's terms, proprietary information belonging to a Party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid card account numbers, account information, and other similar confidential or proprietary information and materials.
- 2.12 **Control:** means the possession, directly or indirectly, of 50% or more of the voting power for the election of directors of any entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting rights, by contract, or otherwise.
- 2.13 **DASH Marks:** means DASH'S proprietary trademarks, trade names, branding, or logos made available for use in connection this Agreement.
- 2.14 **Force Majeure Event:** means any cause or event of any nature whatsoever beyond the reasonable control of a Party, including strikes, riots, earthquakes, epidemics, pandemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications outage, acts of God or other failures, interruptions or errors not directly caused by that Party.
- 2.15 **Person:** means any corporation, company, group, partnership, other entity, or individual.
- 2.16 **Program Marks:** means the registered and common law trademarks and service marks of Bank and DASH including their agents and subcontractors.
- 2.17 **Subsidiary:** means any corporation or other entity under the Control of a Party, either directly or through one or more of its Subsidiaries.
- 2.18 **Term:** means the Initial Term and each Renewal Term.
- 2.19 **Terms and Conditions:** the written agreement between Bank and the Cardholder that describes the Card features and terms of use, as may be modified by the Bank from time to time.

3 Term and Minimums.

Term. This Agreement shall commence on the Effective Date and continue in effect for a period of 3 years (the "**Initial Term**") unless earlier terminated in accordance with this Agreement. After the Initial Term, this Agreement will automatically renew for successive one-year terms (each a "**Renewal Term**") unless cancelled by either Party in writing.

4 Confidentiality

- 4.1 Each Party agrees that it will have no right to use any Confidential Information received from the other Party, and will not disclose Confidential Information to any third parties without the prior written consent of the disclosing Party, except as may be reasonably necessary for it to perform its obligations or exercise its rights under this Agreement, provided that any such third party to whom such information is provided is subject to a confidentiality agreement that is at least as restrictive as this **Section 4**. Without limitation, during the Term of this Agreement and thereafter, all Card-related data, along with any information provided to Client pursuant to this Agreement relating to a Program, may be considered Confidential Information of which Dash shall have the right to use

pursuant to support of the Program(s).

- 4.2 Any Confidential Information received by a Party shall be subject to this **Section 4**. Notwithstanding the foregoing, each Party may use or disclose Confidential Information received from the other Party:
- 4.2.1 to report, transmit, investigate and prevent incidences of fraud, misrepresentation or crime;
 - 4.2.2 as required by any court or other governmental body, including any regulatory authority having jurisdiction over it;
 - 4.2.3 to legal counsel of such Party;
 - 4.2.4 in confidence, to accountants, banks and financing sources and their respective advisors;
 - 4.2.5 if necessary, in connection with the enforcement of this Agreement or rights under this Agreement;
 - 4.2.6 in confidence, in connection with an actual or proposed merger, acquisition or similar transaction; or
 - 4.2.7 to otherwise comply with Applicable Law. Each Party further agrees that it will use commercially reasonable efforts to maintain the confidentiality of any Confidential Information disclosed by the other Party under this Agreement. The Parties' obligations under this Section will survive the expiration or termination of this Agreement. The foregoing obligations with respect to confidentiality will also apply to any Confidential Information of Bank which may be disclosed to Client.
- 4.3 Confidential Information related to Cardholders or data produced during to or in connection with a Program will be disclosed only to provide the services or in accordance with Applicable Law, court order, or subpoena; provided the disclosing Party will use reasonable efforts to notify the other Party prior to disclosure, and if requested, will reasonably cooperate with the other Party's efforts to obtain a protective order or other protection.
- 4.4 Each Party's rights and obligations under this **Section 4** with respect to the other Party's Confidential Information will survive expiration or termination of this Agreement.

5. Intellectual Property and Ownership

5.1 DASH grants to Client a limited, non-exclusive, royalty-free, non-assignable, non-transferable limited license to use Program Marks during the Term, in the form and manner that DASH expressly authorizes to be used solely in connection with the Program. During, and following the termination of this Agreement, Client grants to DASH, a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, for DASH's promotional materials, or similar matters. Notwithstanding anything to the contrary in this Agreement, Client has no right, title or interest in, nor will Client use any Association Mark without specific prior written consent of the owner of the mark.

5.2 Client, DASH, Bank, and each Association retains all of its patent rights, copyright rights, trade secret rights, know-how, trademark, service mark, derivative works or enhancements and other proprietary rights that are acquired, discovered, invented, originated, made, or conceived by them, (together, **Intellectual Property Rights**). Other than as provided under this Agreement, no right, title or interest in, to or under any Intellectual Property Rights of Client, DASH, Bank, or an Association, including any implied license is created, assigned or otherwise transferred under this Agreement. DASH will retain sole and exclusive ownership of all of its Intellectual Property Rights created or conceived while making the Program available to Client and Cardholder including but not limited to all DASH applications and the API Materials (if applicable) governed by the API Usage Agreement which is attached as **Exhibit B** to this Agreement and shall be considered fully incorporated and binding to the

Parties in the event Client utilizes DASH's APIs. This Agreement is not a work for hire agreement.

5.3 As between the Parties, DASH will at all times own the right to use all Confidential Information related to Cardholders and information obtained during or in connection with a Program in order to comply with Applicable Law or as part of DASH's record retention policies.

5.4 Client shall be solely responsible for obtaining the required consent of each Cardholder for the use of Confidential Information necessary to permit such Cardholder's participation in the Program. Client shall be responsible for providing such information necessary for the Cardholder(s) to enroll in the Program. Client will be liable for any errors in transmission of such information made by Client and its employees or agents. Client acknowledges that DASH shall at all times be authorized and permitted to communicate directly with a Cardholder.

6. Client Funding

Directly to Card. Client may fund Cardholder Account directly using a good funds method of settlement via Automated Clearing House "ACH" or as otherwise agreed to between Parties. Funding velocities and limits may be subject to thresholds as stated in the Terms and Conditions.

7. Representations and Warranties

7.1 Representations and Warranties. As of the date of this Agreement, each Party hereby represents and warrants to the other party as follows:

- (a) It has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms and provisions herein, and that the execution of this Agreement has been duly authorized and the individuals signing are duly authorized to execute this Agreement;
- (b) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement;
- (c) this Agreement's execution, delivery and performance will not conflict with, violate, or cause a breach or default under, the terms of any other agreement to which it is a party or commitment by which it is bound; and
- (d) represents, warrants, and covenants that all information provided is true and accurate as of the date of this Agreement. The Parties are duly registered and legally authorized to do business in the States where residing and shall remain in good standing throughout the term of this Agreement.

7.2 Legal Compliance. DASH and Client will each comply with Applicable Law governing its obligations under this Agreement and corresponding Program SOW(s) (including any Applicable Law brought to one Party's attention by the other).

7.3 DASH reserves the right to deny participation by any Cardholder or prospective Cardholder in the Program.

7.4 Client will notify DASH within three business days if Client receives a communication from a regulatory authority concerning the Program.

- 7.5 To comply with regulatory requirements, and in order to assist the federal government of the United States in preventing the funding of terrorism and money launderings, DASH will conduct a due diligence review of Client, and Client shall provide to Dash its legal entity name, street address, taxpayer identification number, and other ownership information that will allow Dash to adequately identify Client prior to Program launch. Client acknowledges that the launch of the Program is contingent on due diligence verification to the sole satisfaction of DASH and Bank and further understands additional information may be requested in order for DASH to launch the Program(s).

8. Security Safeguards

- 8.1 DASH and Client will each maintain a commercially reasonable data security program: (1) for the Confidential Information collected under the Program; and (2) satisfying the Interagency Guidelines Establishing Information Security Standards and Applicable Law, regulating Confidential Information ownership, processing, and storage.
- 8.2 DASH is not responsible for, and Client bears all risk of loss and associated liability for any data breach, data misuse, data corruption, data security, internal fraud of any kind, or related incidents that are part of Client's applications, processes, employees, infrastructure, network, security, and related components that make up Client's infrastructure and environment and processes related to Client's obligations under this Agreement. Client is responsible for implementing and managing information security policies and procedures that protect the creation, collection, storage, use, transmission, and disposal of sensitive information, including the protection of hardware and infrastructure used to store and transmit such information.

9. Loss Prevention and Security

- 9.1 If Client receives Cards from DASH, Client will implement and abide by commercially reasonable inventory controls for Cards and Program materials to ensure the safekeep of Card stock. Client shall present all Card Collateral as prescribed by DASH and/or Bank. Client bears all risk of loss and any associated liability for Cards stolen, lost, or fraudulently used while under Client's control.
- 9.2 Client will provide prompt notice to DASH if Client knows or suspects that:
- (a) any Card is lost, stolen, issued in error, or otherwise compromised or potentially compromised; or
 - (b) security for access to the inventory of any Cards in its possession has been compromised.

10 Audit and Inspection

DASH or Bank, or any regulatory authorities that have jurisdiction over DASH or Bank, will have the right to audit, inspect, and obtain copies of Client's records related to the Program, as needed to maintain and demonstrate Client's, DASH's, or Bank's compliance with Applicable Law.

11 Account Suspension, Cancellation, or Termination

Bank or DASH may suspend, cancel, decline to issue, or terminate, without notice any Card Account, Account Agreement, Card or a Cardholder's right to use the Program if:

- (a) If applicable, Cardholder or Client has not provided complete and accurate Cardholder information as required by this Agreement, the Program SOW, or Applicable Law;
- (b) fraud occurs involving Client or Cardholder use;
- (c) prospective Cardholder fails to pass DASH and/or Bank's verification procedures;
- (d) DASH makes multiple reimbursements to a Cardholder for claims of unauthorized use of a Card;
- (e) the Card Account has not received a deposit or the Card has not been used for longer than 60 days;
- (f) if money laundering, or high risk activity occurs or is suspected; or
- (g) permitted under the Terms and Conditions or Applicable Law.

12 Client Fees and Responsibilities

12.1 Client Fees

Client shall pay to DASH the applicable fees and charges specified in the portal.

- 12.2 Cardholder Fees. DASH will deduct from each Cardholder's Account Balance the fees and service charges as provided in the Terms and Conditions.

13 Modification and Termination

- 13.1 Client Termination for Convenience. Client may terminate this Agreement, without cause, 30 days written notice to DASH.
- 13.2 Termination for Cause. This Agreement may be terminated immediately by either Party if: (i) the Associations prohibit the Program; (ii) Bank ceases to provide services to DASH necessary for the continuation of the Program; (iii) the other Party files a voluntary petition for bankruptcy or a petition seeking any reorganization, liquidation, dissolution, or similar relief for debtors; (iv) there is an entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the other Party seeking any reorganization, liquidation, dissolution, or similar relief; (v) there is any breach or default by the other Party that remains uncured thirty days after notice thereof; or (vi) in the reasonable judgment of a Party, applicable laws, rules, or regulations prohibit the Program or materially increase the regulatory burden of continuing the Program. Notwithstanding the above, either Party may immediately terminate this Agreement in the event that it reasonably suspects that the other Party has engaged in any illegal, fraudulent, or unauthorized use of Program cards or any other fraudulent or illegal activity.
- 13.3 DASH Termination for Risk. DASH may terminate this Agreement or curtail or restrict its operations under this Agreement (including the termination of a Program in particular jurisdictions) at any time with notice to Client

without liability, upon DASH and/or Bank's sole determination, that continuation of any service contemplated under this Agreement may subject DASH to undue financial, legal, regulatory, or reputational risk.

- 13.4 Accrued Obligations. Termination of this Agreement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Article shall incur no additional liability merely by virtue of such termination.
- 13.5 Cumulative Remedies. Termination of this Agreement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.
- 13.6 Effect of Termination. Upon termination of this Agreement, and unless required to continue to perform obligations related to this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) pay all amounts due and remaining payable hereunder. The Cardholder Account will continue to be maintained by DASH and the funds will continue to be held for the benefit of the Cardholder, if owned by the Cardholder..
- 13.7 Wind-Down of Program. The Parties agree to cooperate in good faith to wind down the Program in a commercially reasonable manner.

14 Indemnification.

- 1.1 Obligations. Subject to *Section 15* and except to the extent the Losses (as defined below) result from the gross negligence or willful misconduct of the other Party or its agents or employees, each party (the "Indemnifying Party") shall defend the other party (the "Indemnified Party"), from any claim asserted by a third party ("Third Party Claim") against the Indemnified Party, and shall indemnify and hold the Indemnified Party harmless against any and all losses, duties, liabilities, damages, costs or expenses, including attorneys' fees ("Losses"), awarded against the Indemnified Party by a final judgement or an agreement settling such claim in accordance with section 14.2. For purposes of this Agreement, a Third Party Claim means any claim by a third party directly related or attributable to the Indemnifying Party's (a) violation of any Applicable Law (or act causing the Indemnified Party be in violation of any Applicable Law); (b) breach of this Agreement; and (c) willful misconduct or fraudulent activity on the part of its agent or employee.
- 14.1 Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any claim that is asserted for which the Indemnified Party is seeking indemnification pursuant to this section 14. The

Indemnifying Party may thereafter assume control of such claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such claim. The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such claim. Neither the Indemnifying Party nor the Indemnified Party may settle such claim or consent to any judgement related thereto without the consent of the other party (which such consent may not be unreasonably withheld or delayed).

15 Limitation of Liability; Exclusion of Damages

- 15.1 The cumulative aggregate liability of DASH over the life of this Agreement for damages from all Losses, regardless of the form of action or legal theory, including but not limited to its indemnification obligations, shall not exceed \$5,000.
- 15.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY OTHER PERSON ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT OR ITS INDEMNIFICATION PROVISIONS, EVEN IF EITHER PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 15.3 Neither DASH nor Bank will be liable for any loss or damage, or be deemed in breach of this Agreement, for the acts or omissions, or the insolvency of, any Association or NACHA, any Federal Reserve Bank or its branches, or other ACH system participants.

16 Disclaimer of Warranties

This is a service agreement. Except as expressly provided in this Agreement, DASH disclaims all representations or warranties of any kind (statutory, express or implied), including any warranties regarding quality, suitability, merchantability, fitness for a particular purpose and non-infringement (irrespective of any course of dealing, custom, or usage of trade).

17 Third Party Beneficiaries

This Agreement is entered into solely for DASH and Client's benefit and will not confer any rights upon any other persons not expressly a Party to this Agreement including Cardholders.

18. Subcontractors.

DASH may use one or more subcontractors to perform its obligations under this Agreement. To the extent DASH engages a subcontractor, DASH shall remain solely responsible for the performance of the work of that subcontractor as if the work were performed by DASH. Client shall have no recourse, nor assert any claim against any subcontractor.

19 Force Majeure

Except for Client's obligation to pay Client Fees, neither Party will be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by a Force Majeure Event or the other Party's failure to comply with its obligations under this Agreement.

20 Notices

Unless otherwise agreed by the Parties, notices given under this Agreement must be in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by an express courier with confirmation. Each Party may change notice information by giving the other notice of the change as described in this *Section 20*.

21 Additional Provisions

- 21.1 Neither party shall assign this Agreement or any of its rights, interests, and duties to another party without the other party's prior written consent, except that Dash may, without prior notice to or consent of Client, assign or delegate this Agreement and any of its rights or obligations under this Agreement to any successor-in-interest, or successor by merger having the authority to operate the Program(s) in the same manner as Dash.
- 21.2 This Agreement will be governed by New York law without reference to choice of law rules. Any controversy or claim arising out of or relating to this Agreement, including any breach of the Agreement, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. DASH and Client expressly consent to venue and arbitration in Jefferson County, AL. The decision of the arbitrator is final, and there shall be no right of appeal. Any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The fees and costs of the arbitrator shall be shared equally by DASH and Client. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.
- 21.3 To the extent permitted by Applicable Law, each party hereby knowingly, willingly, and voluntarily waives its right to trial by jury in any action or proceeding arising out of, connected with, related to, or incidental to this Agreement.
- 21.4 Upon DASH's request, Client will execute and deliver any additional documents, forms, or instruments and perform any additional acts that may be reasonably necessary or appropriate to participate in the Program. Any information and/or materials related to the Program shall not be used by Client without prior written approval by DASH and/or Bank.
- 21.5 This Agreement is the entire agreement between the Parties, and it supersedes and merges all prior proposals and all other agreements, whether oral or written, by the Parties relating to this Agreement's subject matter. Except as described elsewhere in this Agreement, no change, modification, or waiver of any term or condition of this Agreement will be valid unless it is in writing and signed by each Party. If there is any conflict or inconsistency between the provisions of this Agreement and Applicable Law, this Agreement will be deemed modified to the extent necessary to comply with Applicable Law.
- 21.6 Notwithstanding a Party's agreement with an Association, the Parties hereby agree that Dash is entitled to any and all Association benefits generated pursuant to this Agreement.
- 21.7 In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Neither party has the right to bind or obligate the other party in any manner. Nothing in this

Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

- 21.8 This Agreement may be signed in counterparts, each of which will be deemed an original for all purposes, and all parts taken together constitute one and the same agreement. Electronic versions of this Agreement (and copies or images of this Agreement reproduced from electronic or hardcopy versions) are enforceable and are to be treated as originals.
- 21.9 The obligations, rights, and remedies of the parties set forth in Sections 4, 5, 14, 15, 16, 17, and 21 shall survive termination of this Agreement.