

WHITE LABEL LOYALTY SOFTWARE RESELLER AGREEMENT

CAREFULLY READ THESE TERMS AND CONDITIONS, AS THEY FORM A LEGAL BINDING AGREEMENT BETWEEN LICENSEE AND FUTURE BUSINESS MARKETING, LLC (FBM). ONLY AN AUTHORIZED OFFICER OF LICENSEE COMPANY MAY EXECUTE THIS AGREEMENT.

By accepting this Agreement between Licensee and FBM – by clicking “Create My Account” – Licensee agree to be bound by all of the terms and conditions of this White Label Loyalty Software Reseller Agreement with FBM. If Licensee do not agree to these terms, then Licensee must close Licensee browser and do not have Future Business Marketing’s permission to resell or use services.

If Licensee are an individual entering into this Agreement on behalf of an Entity, Licensee represent and warrant that Licensee have the authority to bind such Entity to this Agreement. If Licensee do not have such authority, neither Licensee nor such Entity may accept this Agreement or resell or use the Services.

This White Label Loyalty Software Reseller Agreement (the “Agreement”) is made and effective on date of electronic acceptance

BETWEEN: **Future Business Marketing** (the "Licensor" or “FBM”), a corporation organized and existing under the laws of the St. Louis, MO 63026, with its head office located at: 1266 Fenton Ridge Dr., Fenton, MO 63026.

AND: (“the Licensee”) who has entered their contact information in the website form found at: www.futurebusinessmarketing.com/white-label-contract/

WHEREAS, Licensor has developed certain computer programs and related documentation more particularly described in Schedule A attached hereto (the "Product(s)") and desires to grant Licensee a license to use the Software.

WHEREAS, Licensee wishes to use the Software under the conditions set forth in this Agreement.

Definitions. For the purposes of this White Label Loyalty Software Reseller Agreement, the following definitions apply:

“Access Information” means information that alone or together with other information, can provide access to any portion of Licensee Account, including but not limited to Licensee Account number, login names, passwords, credit card or other financial information, security questions and their respective answers, and any other similar information. For the avoidance of doubt, Licensee Access Information will include any such information for each of Licensee Users.

“Account” means any account created with the Product in connection with this Agreement that relates to the resale of Services by Licensee and Licensee Users to End Users.

“Applicable Law” means any applicable foreign, federal, state or other laws, rules, regulations or interpretations of relevant Governmental Authorities.

“AUP” means FBM’s Acceptable Use Policy located at Schedule C

“Data” means all data submitted by Licensee Users to FBM Servers in connection with the Services, including all Access Information, content, material, IP and similar addresses, recordings, messages, software, Account information and Account-related settings.

“Entity” means a company, corporation, partnership, association, trust, unincorporated organization, government or political subdivision or any other legal entity.

“FBM Parties” means FBM’s affiliates (including parents and subsidiaries), vendors, licensors and partners, and it and their officers, employees, agents and representatives.

“FBM Property” means (a) the Services, including the FBM-proprietary loyalty rewards software applications and third party software applications provided by FBM to Licensee for use with the Services; (b) all FBM-developed or – supplied technology, source code, technical information, discoveries, ideas, theories, improvements, designs, original works of authorship, processes, algorithms, inventions, know-how, techniques, and other information, including all FBM and partial versions thereof; and (c) all documentation, program materials, marketing materials, flowcharts, notes, outlines, and other information related to and/or supplied by FBM in connection with this Agreement.

“No-SPAM Policy” means FBM’s No-Spam Policy located at Schedule D

“Governmental Authority” means a government, regulatory organization, self-regulatory organization, court of competent jurisdiction or similar body.

“PLR Policy” means FBM’s White Label Loyalty Software Reseller Policy located at Schedule E

“Privacy Policy” means FBM’s Privacy Policy located at www.futurebusinessmarketing.com/privacy-policy/

“Reseller End User Agreement” means the relevant service agreement for Services being resold to an End User, located at www.futurebusinessmarketing.com/reseller-end-user-agreement/, as such service agreement and location are updated from time-to-time by FBM, and legally binding between Licensee and each End User.

“Services” means FBM’s hosting of FBM Property and/or other services, software and products offered by FBM and used by Licensee.

“Third-Party Service” means any service or product offered by a party that is not FBM.

“User” will mean will mean any of Licensee employees, consultants or independent contractors to whom Licensee authorizes to assist Licensee in carrying out Licensee duties under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensee and Licensor hereby agree as follows:

1. LICENSE AGREEMENT

In accordance with the terms herein, Licensor grants to Licensee, and Licensee accepts from Licensor, a perpetual non-exclusive and non-transferable license to use the current version and future versions of Licensor’s Software. A description of the Software System is attached as Schedule A.

The Software shall be used only on website URLs approved by Licensor found in Schedule C and hosted at Licensor Data Processing Centers. The Software shall be used only for the processing of Licensee’s own business and business clients, which shall include servicing, and maintaining records on behalf of, its customers and clients. Licensee shall not: (1) permit any third party to use the Software outside of standard end-user usage, (2) use the Software in the operation of a service bureau, or (3) allow access to the licensed Software through terminals located outside Licensee’s business premises.

Subject to and in accordance with the terms of this Agreement, FBM hereby appoints Licensee, and Licensee hereby accept appointment, as FBM’s limited, nonexclusive reseller to promote and resell

Services to Licensee customers and/or their end users (“End Users”) under the terms provided herein. For the avoidance of doubt, Licensee End Users may not further resell Services under this Agreement. Licensee acknowledges and agrees that the actions of any of Licensee Users with respect to the terms of this Agreement and the Services will be deemed to be actions by Licensee and that any breach by any of Licensee Users of the terms of this Agreement will be deemed to be a breach by Licensee.

1.1. COPIES

The license(s) granted herein include(s) the right to access the software on a Licensor approved URL in non-printed, machine readable form in whole or in part as necessary for Licensee's own business use. Licensee shall not have access to source code for Licensor's protection.

1.2. OBLIGATIONS

Licensee agrees to comply with the terms and conditions of this Agreement and with all applicable FBM procedures and policies that further define the resale and use of the Services. Licensee shall identify and register End Users in accordance with the terms hereof and FBM's applicable policies. Licensee shall ensure that (i) prior to access to the Services, each End User agrees to, and is legally bound by with Licensee, the Reseller End User Agreement and any other agreements and documents presented by FBM that are required to provide the Services, each as amended by FBM from time to time; (ii) Services will only be provided to such End Users; and (iii) Licensee End Users comply with and do not breach the terms of the Reseller End User Agreement. Licensee are permitted to obligate End Users to agree to additional terms and conditions, provided that such additional terms and conditions do not conflict with the Reseller End User Agreement or this Agreement. Licensee hereby represent and warrant that (i) Licensee are a bona fide reseller and have not entered into this Agreement for the purposes of receiving the Services for Licensee self; (ii) Licensee have sufficient personnel and resources to promote, support and resell the Services; (iii) Licensee shall perform Licensee duties and obligations hereunder in a diligent and businesslike manner and refrain from any activity or action that may damage FBM's reputation or the reputation of the Services; and (iv) Licensee shall use Licensee best efforts to promote the Services.

1.3. ACCOUNT INFORMATION & OWNERSHIP

Licensor represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant Licensee a license for its use.

Licensee agrees to maintain accurate Account information by providing updates to FBM promptly, but no later than three (3) business days, when any of Licensee Account information requires change, including any relevant account contact information. Failure by Licensee, for any reason, to respond within fourteen (14) business days to any inquiries made by FBM to determine the validity of information provided by Licensee will constitute a material breach of this Agreement and suspension of account login may occur. Licensee acknowledges and agrees, and expressly consents that in the event of any dispute regarding access to or legal ownership of any FBM account, including Licensee Account or an End User account; FBM will resolve such dispute in its sole discretion. In addition, in the event of such a dispute, FBM may immediately suspend, alter or terminate any relevant account, including Licensee Account or an End User account, or any portion thereof. Licensee will reimburse FBM for any legal and other fees incurred with respect to any dispute regarding control or ownership of Licensee Account or Licensee Data or the same of any FBM customer (including any End User). Licensee acknowledges and agrees that (i) the legal owner of all Data on the Account is Licensees, the counterparty to this Agreement, and not any individual User, including any Account contact registered with FBM, regardless of any administrative designation (e.g., “Administrator,” “Billing

Contact,” “Owner,” etc.); and (ii) FBM may request any documentation it requires to establish ownership and rights to Licensee Account and any related Data.

1.4. INTENT TO COOPERATE

Both Licensor and Licensee acknowledge that successful implementation of the Software pursuant to this License Agreement shall require their full and mutual good faith cooperation and Licensee acknowledges that it shall timely fulfill its responsibilities, including but not limited to those set forth below.

1.5. ACCOUNT SECURITY & ACTIVITY

Licensee acknowledges and agrees that Licensee is solely responsible for (i) maintaining the confidentiality and security of Licensees Access Information, and (ii) all activities that occur in connection with Licensees Account, whether initiated by Licensee, by others on Licensees behalf or by any other means. Licensee will notify FBM immediately of any unauthorized use of Licensees Account, Access Information or any other actual or potential breach of security. Licensee acknowledges and agrees that FBM will not be liable for any loss that Licensee may incur or any other party may incur as a result of any party using Licensees Access Information, either with or without Licensees knowledge and/or authorization. FBM strongly recommends that Licensee keeps Licensees Access Information in a secure location, take precautions to prevent others from accessing it and change it when necessary to maintain its confidentiality and security. FBM specifically disclaims all liability for any activity in Licensees Account, whether authorized by Licensee or not.

1.6. EXPENSES

Licensee is solely responsible for any and all marketing, advertising and other costs and expenses of Licensees office, employees and activities that Licensee undertakes in connection herewith.

Licensee is responsible for purchasing and using its own SMTP account. Licensor will not provide SMTP gateways services. Licensee will create accounts with 3rd party services with Amazon and use created 3rd party accounts in Licensors developed software for Email services.

1.7. RESTRICTIONS ON USE - TITLE TO SOFTWARE SYSTEMS AND CONFIDENTIALITY

Licensee agrees that the FBM Property contains trade secrets and other valuable confidential and/or proprietary information belonging to FBM. Licensee shall not (i) rent, lease, encumber, pledge, lend, copy, make available or distribute the FBM Property, except as expressly permitted by this Agreement; (ii) disclose the FBM Property to any third party, (iii) alter, or permit the alteration of any FBM Property; (iv) copy, or permit the copying or distribution of any FBM Property; (v) knowingly take any action that jeopardizes FBM's proprietary rights in any FBM Property; (vi) acquire or seek to acquire any ownership interest in or to any FBM Property; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any FBM Property; or (viii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the FBM Property or that appear during use of any FBM property. Except as expressly provided herein, nothing in the Agreement shall be interpreted as granting to Licensee or any other person or Entity, any right, title, or interest in or to any FBM Property. Licensee agrees to secure and protect each module, software product, documentation and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. All copies made by the Licensee of the Software and other programs developed hereunder, including translations, compilations, partial copies with modifications and

updated works, are the property of Licensor. Violation of any provision of this paragraph shall be the basis for immediate termination of this License Agreement.

1.8. THIRD PARTY BENEFICIARY

Licensee acknowledges and agrees that (i) FBM shall be deemed to be a third party beneficiary of the WHITE LABEL LOYALTY SOFTWARE RESELLER AGREEMENT and (ii) Licensee shall use Licensees reasonable efforts at Licensees own expense to assist FBM in enforcing the terms of the WHITE LABEL LOYALTY SOFTWARE RESELLER AGREEMENT.

1.9. NON-CONFORMING OR INTERFERING USE OF SERVICES; PRIVACY POLICY.

If FBM determines that the use of Services by Licensee or Licensees End Users (i) fail to conform with the terms and conditions of this Agreement (including any FBM policy), or (ii) interferes with FBM's ability to provide the Services to Licensee, Licensees End Users or our other resellers or customers, then FBM may immediately suspend the Services until such non-conformity or interference is cured. Licensee acknowledges and agrees that the terms of FBM's Privacy Policy shall apply to the Data of Licensee and Licensees Users and the Data (as defined in the Reseller End User Agreement) of Licensees End Users.

2. TERM AND TERMINATION

2.1. TERM

The term of this Agreement shall continue until terminated in accordance with the terms of this Agreement.

2.2. TERMINATION BY LICENSEE

The Licensee may terminate this Agreement without cause upon 15 days written notice. Notwithstanding the termination of this Agreement, Licensee shall each remain liable for any indebtedness or other liability arising prior to such termination.

2.3. TERMINATION BY FBM

FBM may terminate the Services to Licensee or Licensees End Users if phone or email communication is not responded to within 7 business days for any or all of the following reasons: (i) any material breach of this Agreement, (ii) any non-material breach which remains uncured for 15 days after written email notification of such breach, (iii) Licensee has entered into this Agreement for the purposes of receiving the Services solely or predominantly for Licensee, (v) Licensee misrepresents or provide warranties relating to the quality and capabilities of the Services or FBM which would cause harm to FBM, (vi) failure to provide and keep current all Licensee contact and billing information, (vii) failure to provide truthful and accurate End User location and reward program account information within Licensee account, or (viii) any provision breach in section 1.7 of this legal document.

In the event of termination, FBM will send to Licensee all Business Reward Program information and End User information within 14 days if accounts are terminated.

2.4. NO REFUND

In the event of termination by FBM for any reason not pursuant to Section 2.3 above, FBM shall not refund any paid fees, however, any future advance fees for the month paid will be reimbursed. Such termination will not cancel or waive any fees owed to FBM prior to such termination.

2.5. TERMINATION CONSEQUENCES

Termination will not cancel or waive any fees owed to FBM or incurred prior to or upon termination. Licensee agrees that FBM may charge such unpaid balance to Licensees Account on file or otherwise bill Licensee for such unpaid balance. Upon termination, Licensee will not have access to FBM Property in connection with this Agreement. All of Licensee Data will be irrevocably deleted within fourteen (14) calendar days of termination, including but not limited to, databases, contacts, calendars, e-mail, website content and any other Data hosted by Licensee. It will be solely Licensee responsibility to secure all necessary Data from Licensee Account prior to termination. Licensee will not be responsible for any loss of Licensee Data, or any damages arising from the deletion of Licensee Data following termination of the Services.

2.6. TERMINATION OR SUSPENSION OF USERS

In lieu of terminating or suspending Licensee entire Account, FBM may suspend Licensees Account or terminate or suspend individual Users.

3. FEES, PAYMENT AND EXPENSES

3.1. FEES

Licensee shall make payment to Licensor for the use of FBM Services pursuant to the fees and payment terms set forth in Schedule B. Additional fees may apply, such as migration and customization fees, professional services fees, out-of-pocket expenses and any other fees that Licensees End Users are responsible for, including excess use fees.

3.2. END USER BILLING & COLLECTIONS

Licensee shall be solely responsible for billing Licensees End Users and collecting their payments. FBM is in no way responsible for the performance of the Licensee payment gateway, Licensee payment processor or Licensee bank.

3.3. FBM BILLING SCHEDULE

Monthly service fee is due on the 5th of the month services are being rendered, net 5 days. Licensor and Licensee will communicate via email service fees due between the 1st-4th of the month. Service fee will be withdrawn from Licensees account on 5th of the month or next business day via ACH or Electronic withdraw. Invoice or receipt must be requested by Licensee, otherwise email correspondence will suffice.

On the last day of the business month (i.e. month 1) Licensee will submit to Licensor total active clients with invoice total. On the 5th of the month (i.e. month 2), Company will draft check or ACH debit totals due. Clients added on the 1st-4th of month 2 will be added to system and receive first bill

on following month (i.e. month 3). All first month billing is prorated. All setup fees are 100% profit to the Licensee. Any upsells are 100% profit to the Licensee.

3.4. ELECTRONIC BILLING

Licensee hereby authorizes FBM to electronically charge Licensees credit card or use ACH draft for payment for the Services. Licensee hereby authorizes FBM to (i) make such charges as necessary for payment of current and outstanding bills and invoices, and recurring fees; (ii) make additional attempts to charge should the initial attempt fail; and (iii) in the event that Licensee provides FBM with different credit card information to correct any failure, act upon Licensee instructions, whether by phone, in writing, or by other means, that FBM reasonably believes to be genuine.

3.5. UNPAID ACCOUNTS

In the event that FBM does not receive payment by the Fifth (5th) calendar day of the month (or first business day) for which the payment is due, FBM shall have the right to assess a late payment fee, equal to the greater of the amount of (a) interest calculated to equal 5% or \$25. In the event that FBM does not receive payment by the fifteenth (15th) calendar day of the month, FBM, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or terminate the Services to Licensees account and Licensees entire End User accounts. Unpaid End User accounts are the responsibility of the Licensee.

3.6. FEES FOR ADDITIONAL SERVICES

Licensee agrees to pay FBM's current rates and expenses, including the cost of FBM's vendors, such as SMS and SMTP fee rates.

4. MODIFICATION OF TERMS

FBM may update, amend, modify or supplement the terms and conditions of this Agreement from time to time upon notice to Licensee. Licensee can review the most current version of this Agreement at any time at <http://www.futurebusinessmarketing.com/white-label-contract/>

In the event licensee disagrees to new Agreement terms, licensee must dispute via email notification with 30 days. A dispute will not bind Licensee to new contract terms. New Agreement terms must be confirmed via signed addendum after dispute has been made.

5. LIMITED WARRANTY; LIMITATION OF DAMAGES

FBM provides Services "as is". Licensee expressly agrees that the resale and/or use of FBM services is at Licensees sole risk. FBM and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Licensee hereby agree that the terms of this agreement shall not be altered due to custom or usage or due to the parties' course of dealing or course of performance under this agreement.

Neither party shall be under any liability for any loss or for any failure to perform any obligation hereunder due to causes beyond its control including without limitation industrial disputes of whatever nature, power loss, telecommunications failure, acts of God, or any other cause beyond its

reasonable control. Licensor will give its best efforts to have software running 24 hours a day outside of daily server reboot at 3am CST.

5.1. FBM RELATIONSHIPS

FBM and its subsidiaries, affiliates, officers, employees, agents, partners, vendors and licensors shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages, including but not limited to damages for lost profits, business interruption, loss of programs or information, and the like, that result from the use or inability to use the Services or from mistakes, omissions, interruptions, deletion of files or directories, errors, defects, delays in operation, or transmission, regardless of whether FBM has been advised of such damages or their possibility.

5.2. SERVICE UPDATES

In the case of translated or otherwise customized versions of the services that have been enabled by Licensee, FBM may, in its sole direction and without notice, update, revise or amend the Services, in which case, the Services provided to Licensees End Users may contain text that does not reflect the corrected or updated text of the Services provided to FBM's direct end users. Licensee shall be responsible for notifying Licensees End Users of any such changes or discrepancies. FBM is not responsible for updating or supporting any translated text.

In the event such Services are amended, Licensee will be given 60 days advance notice.

6. INDEMNITY

Licensor at its own expense will defend any action brought against Licensee to the extent that it is based on a claim that any software system used within the scope of this License Agreement infringes any patents, copyrights, license or other property right, provided that Licensor is immediately notified in writing of such claim. Licensor shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Licensor's prior written approval.

If, as a result of any claim of infringement against any patent, copyright, license or other property right, Licensor is enjoined from using the Software, or if Licensor believes that the Software is likely to become the subject of a claim of infringement, Licensor at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable Licensor may discontinue the license granted herein on one month's written notice and refund to Licensee the unamortized portion of the license fees hereunder (based on four years straight line depreciation, such depreciation to commence on the date of this Agreement). The foregoing states the entire liability of Licensor with respect to infringement of any copyrights or patents by the Software or any parts thereof.

7. CONFIDENTIALITY AND PRIVACY POLICY

"Confidential Information" is all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Licensees Confidential Information will include Licensees Data. FBM's Confidential Information will include the Services (and any portion thereof), the terms and conditions of this Agreement and all related forms and support records (written or electronic), as well as FBM's business and marketing plans, technology and technical information, product plans and designs, and

business processes disclosed by FBM. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.1. PROTECTION OF CONFIDENTIAL INFORMATION

Except as otherwise permitted by this Agreement or in writing by the Disclosing Party, the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement.

7.3. USE & DISCLOSURE BY FBM

Notwithstanding the foregoing, FBM may use or disclose Licensees Data or the Data of Licensees End Users (as defined in the Reseller End User Agreement) (a) as expressly permitted in writing by Licensee, (b) as expressly provided in this Agreement, including (i) in accordance with the Privacy Policy (as if such Data were "Information" as defined under the Privacy Policy), and (ii) to access such Data to provide the Services or prevent or address service or technical problems, or at Licensees request in connection with customer support matters.

7.4. AUTHORIZATION OF USE & DISCLOSURE

Licensee expressly authorize, acknowledge and agree that Licensees Data and the Data (as defined in the Reseller End User Agreement) of Licensees End Users is subject to the Privacy Policy and that FBM may act in accordance with the Privacy Policy in connection with providing the Services or when otherwise necessary.

8. CONSULTING SERVICES

Licensor shall provide Licensee with 5 man-days screen share virtual training and email/skype support of additional consulting services, not including software maintenance, to be used at Licensee's discretion.

9. USE AND TRAINING

Licensee shall limit the use of the Software to its employees who have been appropriately trained. Licensor shall make training for the Software available to Licensee pursuant to its standard training procedures.

10. TAXES

Licensee shall, in addition to the other amounts payable under this License Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the transactions contemplated by this License Agreement. Without limiting the foregoing, Licensee shall promptly pay to Licensor an amount equal to any such items actually paid, or required to be collected or paid by Licensor.

11. HARDWARE/SOFTWARE REQUIREMENTS

Licensee is required to have a Licensee paid URL pointed at FBM Data Center Servers.

12. LICENSED LOCATIONS

Approved URL is submitted with contract as "Reward Website" found in submission form at <http://www.futurebusinessmarketing.com/white-label-contract/>.

Termination of the License Agreement shall be in addition to and not in lieu of any equitable remedies available to Licensor.

13. DELIVERY, INSTALLATION AND TESTING

The System shall be delivered, installed and tested at each URL in accordance with the approved URLs found in Schedule C. Software will be found approved once Licensee reward program site is publically accessible via URL address on the internet.

14. CUSTOM MODIFICATIONS

All custom modifications to the Software, not including assisting Licensee in implementation of the Software Job Control Language, shall be undertaken by Licensor at its then current time and materials charges. For each custom modification requested, Licensee shall provide written specifications to Licensor, which shall be mutually agreed upon prior to commencement of such custom modification effort.

15. MISCELLANEOUS

15.1. NO SOLICITATION

During the term of this Agreement and for one year after its termination, Licensee shall not solicit or attempt to solicit, directly or indirectly, for employment or other services, any persons or entities employed or engaged by FBM during such period without FBM's prior written approval.

15.2. Governing Law; Jurisdiction; Forum; Attorneys' Fees.

This Agreement will be governed by and construed in accordance with the laws of the State of Missouri, United States without regard to its conflicts of laws or its principles. Any claim or suit arising out of or relating to this Agreement will be brought in any court of competent jurisdiction located in the County and State of Missouri, United States. In any action to enforce this Agreement, including, without limitation, any action by FBM for the recovery of fees due hereunder, Licensee will pay FBM reasonable attorneys' fees and costs in connection with such action if FBM prevails in such action. Licensee agree to waive the right to trial by jury with respect to any proceeding related to or arising out of this Agreement

15.3. Written Communications and Notice.

Licensee accepts that communication from FBM may be electronic. FBM may contact Licensee by e-mail or provide Licensee with information by posting notices on FBM's website or to Licensees Account. Licensee agree to this electronic means of communication and Licensee acknowledge that all contracts, notices, information and other communications that FBM provides to Licensee electronically are acceptable and effective as notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given (i) immediately upon personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email or, if from FBM to Licensee, online posting. Notices to Licensee may be addressed by FBM to any e-mail address, postal address or facsimile number registered with FBM, or through means of online posting through the Services. Notices to FBM that are not expressly authorized by

administrative control panel under this Agreement shall be mailed to Future Business Marketing, LLC, 1266 Fenton Ridge Dr., Fenton, MO 63026 Attn: Legal Department, or such other address as designated on FBM's website from time to time.

15.4. Age and Capacity.

Licensee hereby represent and warrants that Licensee and any person to whom Licensee grant access to Licensees Account have reached the older of (i) the age of eighteen and (ii) the age of majority in Licensees jurisdiction, and that Licensee are not subject to a limitation on Licensees ability to enter into this Agreement.

15.5. Severability.

If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this Agreement, and this Agreement will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

15.6. Waiver.

No waiver by FBM of any breach by Licensee of any of the provisions of this Agreement will be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

15.7. Assignment.

No benefit or duty of Licensee under this Agreement will, without the consent of FBM, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. FBM may assign this Agreement without Licensees consent and without notice. In the event FBM assigns this Agreement, services and contract terms found within this Agreement will continue without interruption.

15.8. Force Majeure.

FBM shall not be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of the Agreement due to any causes beyond its reasonable control, which causes include but are not limited to Act of God or the public enemy; riots and insurrections; war; terrorism; fire; strikes and other labor difficulties (whether or not the party is in a position to concede to such demands); embargoes; judicial action; lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, components or machinery; acts of civil or military authorities.

15.9. Entire Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes all prior or contemporaneous representations, understandings, proposals, and agreements. Continued use of the Services constitutes continued acceptance of this Agreement, including any and all modified terms. These terms shall bind and benefit the successors and heirs of the parties.

15.10. Independent Parties.

Nothing contained in this Agreement shall be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other party in any manner.

15.11. Publicity and Advertising.

Except as required by law, Licensee shall not make any written public statement, such as advertisements, marketing materials, or press releases, referring to the existence or terms of the Agreement, or the relationship memorialized by the Agreement, without the prior written approval of FBM.

16. Addendums

Any specific addendums to this contract Licensee and Licensor have agreed to, outside of this contract, must be signed and returned via email for addendums to be valid.

SCHEDULE A
DESCRIPTION OF THE SOFTWARE SYSTEM

The White Label Loyalty Program Software is branded in the Licensee's name URL and business logos. Services provide loyalty purchase features for business owners and end-customer users in the form of loyalty reward points. The Loyalty Software Service allows Licensee to create unlimited Loyalty Reward Programs and unlimited reward users. The Loyalty Software Service provides reward point tracking, email marketing broadcasting, email autoresponders, email triggers, surveys, custom field dates, coupon creation features, dynamic expiration date on coupons, automation features, refer a friend features.

Email/SMS messaging No-Spam Policy

End Users will have option to opt-out of receiving email/SMS messages. All Email/SMS messages sent must have opt-out feature to stop such Email/SMS messages. Licensor is not responsible for abusive or negligent use of Email/SMS messaging. Licensee takes full responsibility for Licensee's client's use of Email/SMS messaging.

Our No-Spam Policy can be found in Schedule D.

SCHEDULE B
FEES AND PAYMENT TERMS

1. SETUP COST

A setup cost deposit of \$1000 is due upon signing of contract which is held in good faith. The money will be reimbursed to the Licensee when new business is earned i.e. Licensee distributes 2 Ultra Package licenses in month 1. In month 2 Licensee owes Licensor \$500 and Licensor credits \$500 to Licensee and therefore, no money exchanges hands. In month 2, Licensee owes \$500 to Licensor and Licensor credits the remaining \$500. In month 3 Licensee's pays Licensor the first distribution payment of \$500 license fees owed.

If no Reward Program Licenses are sold by the Licensee within 1yr of signing of contract, Licensee forfeits the \$1000 deposit.

2. LICENSEE PACKAGE COSTS

All payments are based on a per location basis. The Licensee will collect all monthly fees from software business users and make necessary payments to the Licensor once a month.

Each business location the Licensee has in the software is charged \$125 each month. The first month is prorated at \$4.50 a day.

All SMS fees above fixed fees are 100% profit to the Licensee outside of fixed costs paid via the Licensee packages. Licensee may charge additional fees for emails sent which is 100% profit to the Licensee outside of fixed costs paid via the Licensee packages.

SCHEDULE C
FBM ACCEPTABLE USE POLICY

FBM may add, delete or modify any provision of this ACCEPTABLE USE POLICY (AUP) at any time without notice, effective upon posting of the modified AUP on FBM's website. Licensee are expected to check the AUP from time to time and take notice of any changes that FBM makes as they are legally binding on Licensee.

FBM may suspend or terminate Licensees Services without notice if it determines that Licensee are in violation of the AUP. Under this AUP "Licensee" shall also mean any User of Licensees Account.

In the event licensee disagrees to new AUP terms, licensee must dispute via email notification with 30 days. A dispute will not bind Licensee to new contract terms. New Agreement terms must be confirmed via signed addendum after dispute has been made.

Licensee are independently responsible for complying with all applicable laws related to Licensees use of the Services, regardless of the purpose of the use. FBM encourages Licensee to report violations to www.futurebusinessmarketing.com/contact-us/. Licensee may be in violation of this AUP if FBM determines that Licensee are intentionally or unintentionally using the Services to engage in or foster disruptive, unlawful or abusive behaviour, or encouraging others to engage in or foster such behaviours, including but not limited to:

- Breaching any applicable local, national or international law or regulation.
- generating or facilitating unsolicited bulk or commercial email in violation of the CANSPAM Act or any other laws and regulations applicable to bulk or commercial email, including but not limited to sending any communications to persons who indicate that they do not wish to receive them;
- violating the rules and conventions for postings to any bulletin board, chat group, or other online forum or violating the rules of any other network which Licensee access using the Services.
- violating or misappropriating the legal rights of others, including but not limited to privacy rights and intellectual property rights, or exposing trade secrets or other confidential information of others;
- intentionally distributing viruses, worms, Trojan horses, corrupted files, hoaxes, or other malicious software code;
- interfering with the use of the Services, or the equipment used to provide the Services, including but not limited to exceeding allowed bandwidth by transferring excess data, or using any Services or system in a way that consumes a disproportionate share of the resources or otherwise interferes with the normal operation of the shared Services or system;
- altering, disabling, interfering with, or circumventing any aspect of the Services, including but not limited to permitting or facilitating unauthorized access to the Services (whether through distribution of malicious software code or by any other means).
- probing, scanning, penetrating, reverse engineering, or testing the vulnerability of any FBM system, software or network (unless authorized in writing by FBM) or breaching FBM's security measures, whether directly or indirectly.
- using FBM's Services or equipment to publish, transmit (live or otherwise) or store any content or links to any content that FBM determines to be offensive, including but not limited to content that is illegal; immoral; sexual; excessively violent; deceptive or fraudulent; defamatory; malicious; containing offensive content; violating a person's privacy; harassing; threatening; creating a risk to personal or public health or safety; promoting or soliciting an illegal activity; promoting discrimination based on race, sex, religion, disability, sexual orientation, or age; or ACCEPTABLE USE POLICY any content or links thereto that may result in retaliation or legal action against FBM by an offended party;

• using the Services, or a component of the Services, for any unlawful, offensive, harmful, invasive, infringing, defamatory, misleading, or fraudulent purpose; and• using the Services in any manner not authorized by FBM, or in any manner that FBM reasonably believes to be damaging to its reputation, business, system, network, or Services.

Licensee shall not:

- reproduce, duplicate, copy or re-sell any part of FBM's website in contravention of the provisions of our terms of website use;
- access without our authority, interfere with, damage or disrupt:
 - a. any part of FBM's website;
 - b. any equipment or network on which FBM's website is stored;
 - c. any software used in the provision of FBM's website; or
 - d. any equipment or network or software owned or used by any third party.

SCHEDULE D
FBM NO-SPAM POLICY

This policy further defines some of the prohibited actions as found in FBM's Acceptable Use Policy, a part of the hosting agreement Licensee executed when subscribed to FBM's service and which outlines the acceptable and prohibited actions on Licensees hosted account.

Owners of FBM hosted accounts are responsible for the complaints and on sequences arising from use of Licensees hosted account.

Upon discovery or notification of these service abuses, FBM will investigate and, without prior notice to Licensee, may disable any account in order to protect the security, integrity and usability of the hosting services and the FBM servers and shared network.

Reporting Spam

FBM defines SPAM, also known as Unsolicited Commercial Email (UCE) or Unsolicited Bulk Email (UBE), as any email message the recipient considers unsolicited and of a commercial nature or email sent in bulk.

FBM expressly prohibits the sending of SPAM through its network and servers.

Prohibited Email Activities

Sending UCE/UBE, also known as SPAM:

Defined as the sending of email to recipients who consider the message unsolicited email of a commercial nature or the sending of email in bulk to recipients who consider the message unsolicited email of any nature.

It is one of the most serious account abuses.

UCE or SPAM Response Collection:

Defined as the collection of responses, directly or indirectly, from UCE or UBE sent by Licensee or UCE or UBE sent on Licensees behalf.

Web Site Advertising via UCE or UBE, also known as SPAMvertising:

Defined as the sending of email which:

1. is UCE or UBE as defined above; and
2. contains direct or indirect links or references to one or more web sites.

This also includes the use of third-party email accounts, servers or services to SPAMvertise the site(s).

Mail Bombing:

Defined as the sending an unreasonably large number of electronic mail messages to a single system, person or email address.

Mail Harassment:

Defined as sending email in a manner or with content that is perceived as threatening or harassing by the intended or actual recipient.

Letter Bombing:

Defined as sending email with content that will or could potentially harm the recipient's computer.

Prohibited Mailing List Activity and Mailing List and Address List Minimum Requirements

The following is a list of minimum requirements for the permitted use of mailing lists by way of FBM services and networks. They are guidelines to minimize the probability of complaints. However, Licensee will still be responsible for any complaints received in relation to Licensees account despite having implemented all of the requirements.

If Licensee send out bulk email, Licensees email will be conclusively labeled as SPAM unless Licensee implement all of the following requirements, either under option A or Option B below.

Option A. List serve-style email lists:

(All members add themselves to the list by sending a subscribe email from their email address to the list owner.)

1. In the initial message to the member,
 - a. there is clear and conspicuous notice that the member is signing up for a mailing or address list; and
 - b. there is a simple, effective method of list removal outlined in the message.
 - c. a non-Internet method of contacting the list owner is provided-phone number and/or land address will suffice.
 - d. terms and conditions of email address use by the list are provided.
2. Prior to any subsequent mailing to the list, list owners must remove all addresses for list members who have chosen to be removed from the list.
3. Lists are not used for purposes or in a manner which are harassing, abusive, illegal, and/or will create liability for Licensee, FBM or third parties.
4. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information. Emailing to a list which contains members of a list which was purchased, rented, leased, or lent to Licensee is prohibited. Email to list members on a subject which is not on the topic or product for which the member agreed to receive messages is SPAM and is prohibited.

Option B. General Mailing and Address Lists:

(Members added by means other than member sending a subscribe email from their email address to the list owner.)

1. Provide clear and conspicuous notice that the prospective member is signing up for a mailing or address list and such notice must appear near the email address collection point.
2. Require prospective members of the list to take some non-passive action to request sign up for the list.
3. Provide conspicuous, comprehensive terms and conditions of address use that are posted or linked near the email collection point and available to the list member to print or download after sign up. Include subject matter of the list and anticipated mailing frequency, sharing/trading/selling of the address.
4. An address is added to the list using only Double Opt-In Procedures, with the address confirmed and permission-to-email verified before mailings begin.

An Opt-In Procedure is defined as a list sign up process where:

- a. potential mailing list members are given a clear, conspicuous choice as to whether they want to receive such emails or not; and
- b. if the potential member chooses to receive such emails, they express this choice by undertaking some non-passive action.

A Double Opt-In Procedure is defined as an Opt-In Procedure where:

- a. the potential mailing list members request an invitation to join the mailing list or address list;

b. prior to receiving any other mailing from the mailing list or address list, the potential member receives an invitation email message to the email account that will receive the mailings;

c. to be added to the mailing list, the potential member must reply or click a link contained in the invitation email message; and
(if replies constitute a request to receive email, then Licensee are responsible for reading the replies and taking appropriate action-i.e. if the reply says, "Do not send me emails.", then the address must be removed from the list owner's databases.)

d. if an invitation email is not replied to or confirmed by the link, that email address is not added to the mailing list and no further email is sent to that email address.

5. The list removal method must be simple, effective, and conspicuously displayed in all messages including the invitation email message.

6. There must be both an automated and non-automated means of removal from the list.

7. The list must provide a non-Internet method of contacting the list owner.

8. Prior to any subsequent mailing to the list, list owners must remove all addresses from which emails have bounced back as undelivered and all addresses for list members who have chosen to be removed from the list.

9. Lists are not used for purposes which are harassing, abusive, or illegal or for purposes or in a manner which will create liability for Licensee, FBM or third parties.

10. Email to the list members is only from the entity with which the member signed up and only on the topic for which the recipient agreed to receive information.

Email to a list which contains members of a list which was purchased, rented, leased, or lent to Licensee are prohibited. Email to list members concerning a subject which is not concerning the topic or product for which the member agreed to receive messages is prohibited.

Prohibited Newsgroup Activities, Newsgroup SPAMMING

Defined as posting content or messages which:

1. are posted to 15 or more newsgroups and which contain the same or similar information;
2. violates the rules of the newsgroup in which the posting is made;
3. is off the topic of the newsgroup and is not the topic of the current discussion in the group; and/or
4. is a commercial posting unless the newsgroup rules expressly permit commercial posting.

Licensees are prohibited from cross-posting, commercial posting or off-topic posting in the FBM support forums.

FBM Complaint Processing

FBM prohibits SPAMMING, defined as the sending of Unsolicited Commercial Email (UCE) and Unsolicited Bulk Email (UBE), in order to protect the integrity of the FBM shared server and network resources. Please review FBM's No SPAM Policy, below, for the full definitions of SPAM, UCE and UBE, in addition to other email guidelines.

Complaints of UCE and UBE, regardless of whether the email is actually solicited or not, is what trigger the blacklisting of FBM networks and services. Therefore, the sending of email which results in UCE/UBE complaints is conclusively a SPAMMING activity in violation of FBM's No SPAM Policy.

IT IS LICENSEES RESPONSIBILITY TO PREVENT ALL SPAM COMPLAINTS RESULTING FROM EMAIL ACTIVITIES ON LICENSEES FUTURE BUSINESS MARKETING HOSTED ACCOUNT.

Processing of Reports of SPAM Activity and SPAM Complaints

FBM processes reports of SPAM activity and SPAM complaints in the manner described below.

A. If the email activity associated with Licensees hosted FBM account poses an immediate threat to FBM's servers or network, FBM reserves the right to immediately disable the account and send email notice to Licensees account contact. An immediate threat includes FBM's receipt of ten or more SPAM complaints in a 72 hour period.

B. Absent an immediate threat to the servers or network, FBM will follow the steps outlined below for SPAM processing.

1. First UCE/UBE Event - FBM sends a "complaint received" message to the complainants and sends the complaints and first warning to Licensees FBM account contact.
2. Second UCE/UBE Event - FBM sends a "complaint received" message to the complainants and sends the complaints and second and final warning to Licensees FBM account contact.
3. Third UCE/UBE Event - FBM immediately and permanently disables the email capabilities of the account and then sends notice to Licensees FBM account contact of this permanent email disablement.

A UCE/UBE Event is defined as either of the following:

1. FBM's receipt in any 72 hour period of 3 or more complaints or notices of activity on Licensees account that violates FBM's No SPAM Policy; or
2. FBM's receipt in any 30 day period of 6 or more complaints or notices of activity on Licensees account that violates FBM's No SPAM Policy

SCHEDULE E
FBM WHITE LABEL LOYALTY SOFTWARE RESELLER POLICY

These FBM White Label Loyalty Software Reseller Policies (the “Policy”) are implemented in connection with the terms of the FBM White Label Loyalty Software Reseller Agreement (or other agreement governing the resale of the Services) (the “Agreement”) between Future Business Marketing, LLC (“FBM”) and Licensee. FBM may update, amend, modify or supplement this Policy from time to time without notice.

Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this Policy and the Agreement, the Agreement will govern. As stated in the Agreement, Licensee must require every End User to execute the Reseller End User Agreement as provided by FBM prior to granting such End User access to the Services. Licensees are responsible and liable for the actions of Licensees End Users in connection with their use of the Services.

1. SUPPORT SERVICES

1.1. Sales Support.

Licensee shall be solely responsible for all marketing and sales of the Services to Licensees End Users.

1.2. Customer Support Training

FBM shall provide Licensee with initial training on the features and functionalities of the Services via documentation and our knowledge base. Any additional customer support training shall be provided via telephone, Skype or webinars. Alternative training methods are also available for additional customer support training, as may be agreed between the parties from time to time.

1.3. Administrators.

Licensee shall appoint up to three (3) people (the “Administrators”) whom Licensee will designate as Licensees agents with the authority to perform certain administrative functions on the Services, including but not limited to (i) controlling the creation and deletion of end-user accounts; (ii) managing Licensees Reward Program Services; and (iii) serving as the technical contact for Licensees End-User Services.

1.4. Level 1 Support

Licensee shall have sole responsibility for handling technical support inquiries from End Users (the “Level 1 Support”). Level 1 Support shall cover customer service for Licensee issues including but not limited to initial setup, connectivity testing, SMS setup, quotas, supported client application configuration and troubleshooting, and configuration and troubleshooting of any add-on features.

1.5. Level 2 Support.

FBM shall provide technical support related to the Services to Licensees Administrators (the “Level 2 Support”). Level 2 Support shall cover server-side issues, resolution of both account configuration and client configuration problems, connectivity issues and advanced troubleshooting; provided that any troubleshooting support is given only if Licensees good faith attempt to cure the problem fails. Any support related to the End User configuration is subject to additional support fees, as described in the Agreement. Level 2 Support shall be provided in English via either (i) toll-free telephone line during FBM’s regular business hours or (ii) e-mail on a 24x7 basis.

1.6. Modifications and Maintenance

FBM may modify the software it uses to operate the Services from time to time at its sole discretion. FBM will use reasonable efforts to schedule maintenance windows for off-peak periods. Licensees' modification of the Services not specifically authorized by this Policy will be considered a material breach of the Agreement and FBM shall bear no responsibility for any malfunction or failure of the Services caused by such modification.

2. PROVISIONING

2.1. Custom Branding

FBM will permit Licensee to custom-brand different elements of certain End User control panels.