

**ADWALLET
TERMS AND CONDITIONS AGREEMENT**

This Agreement (the "Agreement") is by and between AdWallet Inc., a Delaware corporation ("AW or Company") and _____ ("Advertiser") (each a "Party" and together the "Parties"). The Parties are subject to the following terms and conditions:

RECITALS

WHEREAS, Company provides Digital Advertising services ("Services") to and on behalf of Advertiser to users; and

WHEREAS, Advertiser wishes to pay Company for those Services.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and promises herein contained, the Parties agree as follows:

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

GENERAL TERMS

1. **Company's Obligations.** Company has the following obligations:

1.1. **Performance of Services.** Company agrees to provide the services ("Services") as set forth in the Insertion Order, incorporated herein by reference, in accordance with the terms and conditions of this Agreement and the Insertion Order.

1.2. **Reporting and Statistics.** AdWallet will provide Advertiser with password-protected access to 24/7 online reporting information so that Advertiser may monitor its campaign. AdWallet will undertake commercially reasonable efforts to deliver engagements in accordance with the estimates set forth by the advertisers within their personal dashboard. Because the estimates are forecasts, however, AdWallet makes no guarantee regarding the levels of engagements for any advertisement. AdWallet will maintain delivery statistics and Advertiser acknowledges that delivery statistics provided by AdWallet are the official and definitive measurements of AdWallet's performance on any delivery obligations provided in the Insertion Order. No other measurements or usage statistics (including those of Advertiser or any third party) shall be accepted by AdWallet or have any effect on this Agreement. An "Engagement" is defined when an AW user views the ad, answers the question, rates an ad and is paid.

2. **Advertiser's Obligations.**

2.1. **Payment Terms.** Advertiser shall pay all fees as specified on each Order in advance by credit card or within 30 days of invoice date. Overdue accounts are charged at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, whichever is less. In the event any such overdue accounts remain unpaid for sixty (60) days or more, Company shall also have the right to suspend or cease providing the Services until such accounts plus any applicable interest charges are paid in full.

2.2. **Use of AdWallet Portal.** Advertiser accepts responsibility for using the AdWallet Portal ("Portal") to target, review, upload and post advertising content including video files, artwork, copy, coupons or offers. Company does not accept any responsibility for errors that may occur by Advertiser use of the Portal.

3. **Content.**

3.1. **Advertiser Content:** All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content") is subject to prior approval by Company. Company reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of Company. Company may reject any Advertiser Content or Advertising for any reason. Company has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property, and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by Company, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to Company so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and Company will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to Company all rights, authorizations, consents, licenses, and clearances (collectively, "Licenses") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by Company of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants Company a limited License to use and display portions of the Advertising in connection with the promotion of Company's business.

3.2. **AW Content:** All Content, including, without limitation, any derivatives, modifications or new versions of any Advertiser Content prepared or delivered by AW under this Agreement ("AW Content"), and all intellectual property rights therein and applicable thereto, are and will remain the sole and exclusive property of AW. Advertiser agrees that AW will retain sole and exclusive title to all AW Content and agrees to and hereby makes all assignments necessary to provide AW such sole and exclusive title. Advertiser receives no rights or licenses in or to any AW Content (or in or to any AW trademarks) under this Agreement and AW expressly reserves all such rights.

4. **Advertiser's Representations, Warranties, and Covenants.** Advertiser represents and warrants to Company and third parties (if any), (a) that Advertiser holds all necessary rights to permit the use of the advertisement by Company for the purpose of this Agreement; and (b) that the use, reproduction, distribution, transmission or display of advertisement, keywords selected by Company, any data regarding users, and any material to which users can link, or any products or services made available to users, through the advertisement will not (i) violate any criminal laws or any rights of any third parties; (ii) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law.

5. **Term and Termination.**

5.1. **Term.** This Agreement will commence on the below Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Company is performing Services pursuant to the Insertion Order. The contract period for the Ongoing Advertising Services starts on the Go Live Date for a term of one (1) year, which shall be automatically renewed on an annual basis, unless either Party gives the other Party notice of its intent not to renew at least sixty (60) days prior to the end of the then current term.

5.2. **Termination for Breach.** Either party may terminate this Agreement (including the Insertion Order) if the other party breaches any material term of this Agreement or the Insertion Order and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

5.3. **Non-Cancellation:** Advertiser may not modify or cancel the Agreement except by written consent of AW. AdWallet shall have the right to terminate any Insertion Order (and this Agreement), with or without cause, at any time. Once an IO is submitted, it cannot be terminated or cancelled by Advertiser for any reason and the submission of an IO shall be deemed an acceptance of this non-cancellation provision. In the event of any termination, Advertiser shall remain liable for any amount due under an Insertion Order for advertisements delivered by AdWallet and such obligation to pay shall survive any termination of this Agreement.

6. **Indemnify, Defend, and Hold Harmless.** Advertiser will indemnify, defend, and hold Company and Company's processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to:
(a) any actual or alleged breach of Advertiser's representations, warranties, or obligations set forth in this Agreement; (b) Advertiser's wrongful or improper use of the Services; (c)

Advertiser's violation of any third-party right, including without limitation any right of privacy, publicity rights or any intellectual property rights; (d) Advertiser's violation of any law, ordinance, rule, or regulation of the United States or any other country; (e) any other party's access and/or use of the Services with Advertiser's unique name, password, or other appropriate security code; and (f) Advertiser's intentional wrongdoing and negligence.

7. **No Warranties.** THE USE OF "ADWALLET" IN THIS SECTION MEANS ADWALLET, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES). THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ADWALLET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

ADWALLET DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ADWALLET DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICES ADVERTISED OR OFFERED BY A THIRD PARTY AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT THEREFOR. ADWALLET DOES NOT HAVE CONTROL OF, OR LIABILITY FOR, GOODS OR SERVICES THAT ARE PAID FOR USING THE SERVICES.

8. **Limitations of Liability and Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ADWALLET BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, ADWALLET WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL ADWALLET BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ADWALLET ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF ADWALLET IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY AW IN CONNECTION WITH ADVERTISER USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ADWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 9. **Disruption of Performance; Loss of Use.** Except as otherwise provided herein, if Company is unable to perform any of its obligations hereunder as a result of a force majeure, labor dispute, law, government action or order, or similar causes beyond Company's reasonable control, Company shall promptly notify the Advertiser. Advertiser's sole and exclusive remedy for a delay or failure to perform under this section 9 shall be receipt of services of substantially equivalent value to what was lost as a consequence of such delay or failure to perform. In no event shall such a delay or failure to perform constitute a breach of this Contract or provide Advertiser with any other right, claim or remedy under this Contract or at law.
- 10. **Disputes.** "Disputes" are defined as any claim, controversy, or dispute between you and AdWallet, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), including any claims relating in any way to these General Terms, any Additional Terms, or the Services, or any other aspect of our relationship.
- 11. **Dispute Resolution and Arbitration.**
 - 11.1. **Dispute Resolution.** For any dispute that you may have with AdWallet, you acknowledge and agree that you will first give us an opportunity to resolve your problem or dispute. In order to initiate this dispute resolution process, you must first send us a written description of your problem or dispute within thirty (30) days of the Services being performed. You then agree to negotiate with AdWallet in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after AdWallet's receipt of your written description of it, you agree to the further arbitration provisions below in Section 11.2.
 - 11.2. **Arbitration.** In the unlikely event that we are not able to resolve a dispute under Section 11.1, we each agree to resolve any claim, dispute, or controversy (excluding any claims we have for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. Unless we agree otherwise, the arbitration will be conducted in Bernalillo County, New Mexico first, and if not in Bernalillo County, New Mexico, then in the county where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data

security, Intellectual Property Rights, or other proprietary rights. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 12. **Miscellaneous.**
 - 12.1. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the Parties, written or oral. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
 - 12.2. **Choice of Law.** Unless otherwise provided in Section 11 above, this Agreement shall be governed by the law of the State of New Mexico without regard to its choice of law provisions. Any proceeding arising out of this Agreement shall be commenced only in a court or arbitration of competent jurisdiction located in Bernalillo County, New Mexico, and the parties hereby submit to the exclusive jurisdiction of those courts and arbitrations for purposes of any such proceeding.
 - 12.3. **Severability.** If any provision of this Agreement is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
 - 12.4. **No Waiver.** This Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term.
 - 12.5. **Limitation on Time to Initiate a Dispute.** Any action or proceeding by Advertiser relating to any Dispute must commence within one year after the cause of action accrues.
 - 12.6. **Assignment.** This Agreement and any rights and licenses granted therein, may not be transferred or assigned by Advertiser, and any attempted transfer or assignment will be null and void.
 - 12.7. **Renewal.** Except as expressly set forth in the Insertion Order, any renewal of the Insertion Order and acceptance of any additional insertion orders shall be at AdWallet's sole discretion. Pricing for any renewal period is subject to change by AdWallet in its sole discretion.
 - 12.8. **Priority.** These Terms and Conditions shall supersede any and all conflicting terms in an Insertion Order unless (1) the terms relate to scheduling of an advertisement or pricing amounts.

The Parties execute this Agreement on _____ (the "Effective Date").

AdWallet Inc.

Advertiser
