

TERMS OF USE AGREEMENT

This Terms of Use Agreement ("Agreement") is entered as of the date of electronic acceptance of TERMS OF USE AGREEMENT (the "Effective Date") by and between Next Jump (UK) Limited a company registered in England and Wales with registered number 6156435 whose registered office is at 99 Waterloo Road, London, SE1 8UL ("Next Jump"), and ("Merchant"), each individually, a "Party", together, the "Parties".

1. TERM

This Agreement shall commence on the Effective Date and continue indefinitely unless either Party gives ninety (90) days' notice. The Merchant Offer will be effective for the entire Term of this Agreement.

2. DESCRIPTION OF AGREEMENT

2.1 Merchant is a provider of certain products or services through its retail stores, catalogues, its website, and/or other channels ("Merchant Products").

2.2 Next Jump is a provider of a shopping exchange and operates systems and services which presents discounts to subscribers and their members and customers ("End Users"), and provides Merchant with a vehicle to reach Next Jump's subscribers' members and customers ("Next Jump Programs"). For the periods indicated in this agreement, Next Jump will promote Merchant Products on certain Next Jump Programs.

2.3 Next Jump's customers and affiliates have the ability to customize Next Jump Programs by determining the participating merchants from time to time and, accordingly, Merchant may not appear in all Next Jump Programs.

3. MERCHANT OFFER(S)

Merchant agrees to provide:

3.1 Ongoing Offer. Extend a constant discount for Merchant Products and or services as an Ongoing Offer for the term of this Agreement ("Ongoing Offer").

3.2 Limited Time Offer (if applicable). Extend a discount for Merchant Products for a Limited Time Offer in an agreed upon time period ("Limited Time Offer"). Additional Limited Time Offers may be extended periodically within the term of this Agreement.

3.3 Preferential Pricing. The Ongoing Offer and Limited Time Offer will be at least as low as the price Merchant offers to customers of any other partner or distributor. If Merchant enters into an agreement in the future to offer a greater discount (lower price) to customers of any other partner or distributor, then the Ongoing Offer and/or Limited Time Offer shall be lowered to conform to any other existing offer, and Merchant will notify Next Jump accordingly.

4. MERCHANT OBLIGATIONS

4.1 Products and Services.

Merchant shall be solely responsible for all fulfillment and customer service of Merchant Products, including, without limitation, customer service, product support, quality and availability of products and services made available by Merchant, and fulfillment of orders and returns. Merchant covenants that it shall provide End User policies (with respect to returns, shipping, and user account privacy), products and customer service in a professional manner consistent with the level of service Merchant provides the Merchant's general customers. Merchant will provide a dedicated customer service telephone number and will use best commercial efforts to resolve user issues in a timely manner.

4.2 Warranty

Merchant represents and warrants that it has undertaken reasonable efforts to ascertain that the products and/or services offered are from reliable sources and that the products and/or services it provides are delivered in a workmanlike manner consistent with best industry practices.

Merchant warrants that it has sufficient rights in the products and/or services offered, including intellectual property rights or other intellectual property, to sell the products and/or services to End Users in connection with this Agreement.

Merchant warrants that the products and/or services will be performed by appropriately qualified and trained personnel in a professional and workmanlike manner with due care and diligence and to the highest standards of quality as is customary in the industry, all applicable specifications, and the terms and conditions of this Agreement, and in accordance with all applicable professional standards for the field of expertise.

Merchant warrants that it shall comply with all applicable rules and regulations in providing the products and/or services, and it has obtained, or will timely obtain, any and all permits, licenses and third party consents to provide the products and/or services ; Merchant further warrants that the products and/or services provided under this Agreement, to Merchant's knowledge, do not, and shall not, infringe upon any Intellectual Property Right or any right under any contract between Merchant and a third party.

4.3 End Users.

End Users are Next Jump's clients, and all information pertaining to them belongs to Next Jump. Merchant is not to independently contact End Users for any reason other than to fulfill End Users' orders. Merchant may not directly market to End Users.

4.4 Data Protection

Merchant & Next Jump warrant that they will comply with all requirements of the laws pertaining to the protection of data.

Next Jump is registered with the UK Information Commissioner as a data processor (covered under the Data Protection Act 1998) with registered number is Z2001110. For the transfer of personal data outside the EEA Next Jump is registered under the Safe Harbor Agreement with the US Department of Commerce.

This agreement requires that Next Jump shares End User's personal information with the Merchant in order to fulfill some transactions. For this agreement, personal information is considered any data that can be used to distinguish an individual's identity or can be directly linked to an individual. Merchant acknowledges receipt of this data and agrees to protect it with industry standard administrative, operational and technical controls. In addition, merchant agrees to;

- 4.4.1. Hold the data confidential and use it solely for the purpose intended in this agreement.
- 4.4.2. Not disclose the data to any third party without prior written consent from Next Jump.
- 4.4.3. Conduct background checks on any staff or contractors who may have access to Next Jump's purchase data.
- 4.4.4. Notify Next Jump, in the event of a data breach impacting Next Jump's data, within 24 hours of identifying the breach.
- 4.4.5. Remove personal data from the Merchant's systems upon request or termination of this agreement.
- 4.4.6. Allow Next Jump to review and audit the Merchant's data security program and practices on an annual basis and subsequently work with Next Jump to mitigate any issues that may present high or medium risks to either organization.
- 4.4.7. Maintain compliance with the current PCI data security standard, if credit card information is received from Next Jump.

4.4 Limitation of Liability

Neither Party is seeking to exclude or limits its liability (if any) to the other for personal injury or death resulting from its negligence or for fraud or for any matter which it would be illegal for it to exclude or to attempt to exclude its liability.

Except as provided for intentional misconduct and/or gross negligence neither Party will be under any liability to the other whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with any breach of this Agreement even if advised of the possibility of such damages.

Each Party's aggregate liability under this Agreement whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct loss howsoever caused in respect of any year during the continuance of this Agreement will be limited to the greater of the amount payable to Merchant pursuant to this Agreement during such year or One Million Pounds Sterling (£1,000,000 (GBP)).

4.5 Indemnification

Next Jump will defend, indemnify and hold harmless Merchant (and its employees, contractors, directors, officers and representatives) against and from any claims, liability, damage, cost and expense (including reasonable legal costs) to the extent they arise out of any claim or action brought by a third party relating to the operation of Next Jump's Services including claims that the Services, or any content, materials or communications provided by Next Jump, violate the intellectual property or other third party rights. However, Company accepts and acknowledges that all products and services purchased or accessed by Users are directly from Suppliers. All claims and actions relating to such products or services shall be raised against Suppliers. To the extent Next Jump is indemnified for any claims or actions relating to such products or services of its Suppliers, Next Jump shall extend the same indemnification to Merchant.

Merchant will defend and indemnify Next Jump (and its employees, contractors, directors, officers and representatives) against and from any claims, liability, damage, cost and expense (including reasonable legal costs) to the extent they arise out of any claim or action brought by a third party relating to (a) the operation of the Merchant Intranet (including without limitation the infringement of any intellectual property or other third-party rights by any content or other materials appearing on the Merchant Intranet, or in Merchant's communications relating to the Merchant Intranet, other than content, materials or communications provided to Merchant by Next Jump pursuant to this Agreement), or (b) the violation of intellectual property or other third party rights by any materials provided to Next Jump by Merchant, or (c) a breach of clause 4(b), or (d) any information breach if confidential data is supplied to Next Jump by Merchant in a manner outside of the established procedure for receipt of such information, or (e) any failure by Merchant to comply with any applicable law or regulation or any representation, warranty or obligation under this Agreement.

In connection with any claim or action described in this Section, the Party seeking indemnification shall (a) give the indemnifying Party prompt written notice of the claim, (b) cooperate with the indemnifying Party (at the indemnifying Party's expense) in connection with the defense and settlement of the claim, and (c) permit the indemnifying Party to control the defense and settlement of the claim, provided that the indemnifying Party may not settle the claim without the indemnified Party's prior written consent (which will not be unreasonably withheld). Further, the indemnified Party (at its cost) may participate in the defense and settlement of the claim.

Merchant warrants that it shall comply with the laws, rules and regulations of all applicable jurisdictions, including but not limited to all anti-money laundering laws, and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and laws and regulations promulgated under the OECD Convention on Combating Bribery of Foreign Public Officials. Next Jump shall not, directly or indirectly, make, authorize or provide any payments, gifts or things of value, or make offers or promises thereof, to any person or to an official or employee of any national, state, regional or local government or of any agency or instrumentality thereof, or to any candidate for public office, or to any political party, or any officer or employee thereof, nor make or offer, or agree to make any political contributions.

The provisions of this Section shall survive the termination or cancellation of this Agreement.

5. LICENSES

In connection with Next Jump Programs, Merchant hereby grants Next Jump a limited and non-exclusive license to use the name, logo, copyright, servicemark and/or trademark owned or licensed by the Merchant, its parent, subsidiaries, and affiliates. Merchant also grants Next Jump a license to use Merchant's name as a client reference in Next Jump marketing promotional materials. This license will terminate upon the termination of this Agreement or as otherwise expressly agreed to by the Parties in writing

6. LIMITATION OF LIABILITY

END USERS' PARTICIPATION IN THE NEXT JUMP PROGRAMS IS COMPLETELY VOLUNTARY. IN NO EVENT SHALL NEXT JUMP BE LIABLE TO MERCHANT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE. IN NO EVENT SHALL NEXT JUMP BE LIABLE TO MERCHANT FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT RECEIVED BY NEXT JUMP FROM PARTICIPATING MERCHANT.

7. CONFIDENTIALITY

The parties understand and agree that the performance of this Agreement may require the disclosure of information or material that is confidential or proprietary to a Party (hereinafter "Confidential Information"). The Parties agree not to disclose the other's Confidential Information without the prior written consent of the other Party and not to use, record or reproduce the other parties' Confidential Information other than for the purposes of performing its obligation hereunder. Upon termination of this Agreement, each Party shall return to the other all such Confidential Information disclosed by the other Party in connection with this Agreement, provided, however, that the provisions of this Section 9 shall not apply to (a) information that becomes part of the public domain other than through breach of this Section 9; (b) information that the receiving Party has in its possession at the time of disclosure or thereafter independently develops without the use of the disclosed Confidential Information; (c) information that is received by a Party from a third party having a legal right to transmit same; and (d) information that a Party is ordered to disclose pursuant to a subpoena issued by a government agency or court of competent jurisdiction. The Parties' obligations under this Section 8 shall survive the termination of this Agreement.

8. TERMINATION

This Agreement may be terminated by a Party for cause immediately by written notice if the other Party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted under Section 10 below; or

9. AUDIT RIGHTS

Next Jump reserves the right to audit Merchant's business and financial records to determine Merchant's compliance with the terms and obligations of this Agreement. Such an audit shall be conducted with ten (10) days notice to Merchant. If the audit reveals an underpayment, Merchant agrees to pay Next Jump the amount of the underpayment, plus 10% of the amount of the underpayment, and Next Jump's reasonable cost of performing the audit. Next Jump also has the right to audit Merchant's systems or engage a third party assessment of such systems to insure PCI compliance and the safeguarding of personally identifiable information as relates to End Users.

10. GENERAL

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by the Parties hereto. This Agreement may not be assigned by Merchant hereto without the prior written consent of the Next Jump. Next Jump may assign this Agreement in connection with the transfer of all or substantially all of its assets. If any portion of this Agreement shall be deemed unenforceable, the remaining portions of the Agreement will remain enforceable. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the law of the State of New York, without giving effect to the conflict of law principles thereof. The Parties hereby submit to the jurisdiction and venue of the state and federal courts of the State of New York located in New York City for purposes of all legal proceedings arising out of or relating to this Agreement.