

This Agreement includes and incorporates the Plastk Business Accelerator Program (“**Program**”) Summary, Terms and Conditions & Pre-Authorized Payment Agreement.

BUSINESS ACCELERATOR PORTAL PROGRAM SUMMARY

1. How Business Accelerator Benefits You!

Plastk will host Vendor sponsored offers (each a “**Campaign**” or “**Campaigns**”) on Plastk’s Business Accelerator Portal (the “**Platform**”). Plastk Customers, Plastk Rewards App users or Customers of Plastk Partners (a “**Customer**” collectively “**Customers**”) will see Vendor Campaigns on the Plastk Mobile App, Plastk Cardholder Portal, Plastk Rewards App or Portal, or the Plastk Partners App or at participating partner locations as applicable.

2. Campaign Guidelines.

Plastk and Vendor will mutually agree on Campaign guidelines and budget to ensure offer amounts are operable for the Vendor and beneficial to the Customer.

3. Rewards Duration and Changes.

Upon sign-up, each store will be enrolled in a Kick-Off Offer that will last for a minimum of 6 months (the “**Initial Campaign**”). The Vendor agrees to make an offer available on the Business Accelerator Portal for a minimum of 6 months. Vendor must restrict changes to the Initial Campaign offer guidelines to once every 3 months. Vendor must try to have an active Campaign on the portal at all times.

4. Rewards Spending Account.

Plastk will reward Customers on behalf of the Vendor as per the reward guidelines.

Once a Vendor submits an application to participate in the Program, the application will be reviewed by a Plastk Business Associate (“**PBA**”) who will determine whether the Vendors offerings are suitable for the Program. If accepted, the PBA will determine whether the Vendor will be eligible for a Prepaid Rewards Funding Account or a Credit Account (each a “**Rewards Spending Account**”).

Prepaid Rewards Spending Account:

From the date of sign-up, the Vendor will fund a Rewards Spending Account by pre-authorized payment (a minimum of \$100). Rewards Spending Account balances belong to the Vendor and will be used solely for the purposes of rewarding Customers.

The number of rewards funded by Vendors will increase based on Customer participation. Vendor will be provided with access to a Program dashboard and/or reports periodically to monitor current reward disbursement.

Any outstanding Rewards Spending Account balances at the end of any given Campaign will be held in the Vendor account and utilized in the next activated Campaign. Rewards Spending Account Balances will be refunded in the case of Account Termination in accordance with the Termination provisions as set out in the Terms and Conditions. There are no additional service fees associated with hosting offers on Plastk’s Platform.

Credit Account:

If deemed eligible, a Vendor will be extended a credit limit which would be used for the sole purpose of funding the Vendor's Rewards Spending Account.

Vendor may fulfil reward obligations utilizing their credit limit to fund rewards and will be invoiced on a monthly basis. Vendor must make payments in accordance with Section 2 of the Terms and Conditions.

5. Rewards Spending Account Balance.

For Vendors who maintain a Prepaid Rewards Spending Account, Vendor is responsible for maintaining a minimum Rewards Account balance needed to ensure all customers are able to redeem future rewards.

For Vendors who maintain a Credit Account, once the Vendor's credit limit is exhausted, the Vendor must make payment in accordance with Section 2 of the Terms and Conditions or the Vendors Campaign will be suspended until a payment is made. Vendors are permitted to make payments towards their account at any time.

Vendors are responsible for ensuring all active Campaigns are funded in accordance to the agreed upon guidelines and up until the end of the Campaign term.

In the event a Vendor has a balance of \$0 in their Rewards Spending Account and a Customer participates in an active Campaign, upon the Vendor either reloading or making a payment towards their Rewards Spending Account, Plastk will immediately apply the applicable points to the Customer's account and deduct the funds from the Vendor's Rewards Spending Account.

6. Refunds.

- a. In the event a Customer returns a product or receives a refund for a service that was provided, the points awarded to the Customer will be reversed within thirty (30) days of the date of purchase and subsequently returned to the Vendor in the following billing cycle.
- b. After the thirty (30) day period, point refunds will no longer be honoured and the Vendor will be responsible for managing refund expectations with Customer.

7. Additional Value-adding Services.

- a. In the event that additional Plastk services become available to the Vendor outside of hosting offers on Plastk's Platform, fees if any, will be negotiated separately.

8. Marketing.

From time to time, Plastk and Vendor may work towards co-marketing opportunities to promote a Rewards Campaign through their respective channels. Vendor consents to Plastk's use of their logo, likeness and trademarks for the purpose of promoting any Rewards Campaign.

Vendor also agrees to display Plastk's logo, likeness and trademarks in-store, online and in any other location to be mutually agreed upon.

9. Rewards Spending Account Funding Details

Once a Campaign goes live, all Prepaid Rewards Spending Account Vendors must maintain a minimum of \$25. Prepaid Rewards Funding Accounts will auto-reload back to \$100 once the Vendor Rewards Spending Account balance reaches \$25.

In the event Plastk is unsuccessful in reloading a Vendors Rewards Spending Account with the method of payment provided. Plastk will make two (2) subsequent attempts to reload the Vendor Rewards Spending Account. If Plastk is unable to reload, the Vendors Campaigns may be subject to suspension.

Credit Accounts

Vendor is responsible for maintaining Rewards Spending Account in good standing with current and up to date payment details.

You as Vendor acknowledges that you had an opportunity to review and agrees to the program summary and the Terms and Conditions of this Vendor Rewards Program Agreement.

TERMS AND CONDITIONS

SECTION 1: SERVICES

Description of Services.

Vendor will fund a Rewards Account in accordance with section 4 of the Business Accelerator Portal Program Summary above. Customers will receive Plastk points after making purchases at your business. Rewards Account balances still belong to the Vendor and will be used only for the purposes of rewarding customers. The number of Rewards funded by Vendors will increase based on Customer participation. Vendor will be provided with access to a Program dashboard and/or reports periodically to monitor current reward disbursement. Any outstanding Reward Account balances at the end of any given Campaign will be held in the Vendor account and utilized in the next activated Campaign. Reward Account Balances will be refunded in the case of Account Termination in accordance with the Termination provisions as set out in the Terms and Conditions. There are no service fees associated with hosting offers on Plastk's Platform.

Permitted and Restricted Use.

- (1) Subject to the terms and conditions of this Agreement, Plastk grants Vendor personal, non-exclusive, worldwide, terminable, and limited license, without the right to sublicense, to use the Plastk Business Accelerator Portal. From time to time, Plastk may need to implement updates and upgrades. These updates and upgrades will be conducted by Plastk at no charge to the Vendor. Plastk will use best efforts to conduct implementation during time periods that will have minimal impact to customers. To extent it is required, Vendor agrees to provide commercially reasonable assistance to Plastk with any upgrades.
- (2) Except as otherwise expressly permitted under this Agreement the Vendor agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Platform or any portion thereof; (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Platform (or any portion thereof) to third parties (c) knowingly allow any individual or entity under the control of the Vendor to access the Platform without approval from Plastk for such access; (d) knowingly use or transmit the Platform in violation of any applicable law; (e) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of Plastk displayed on any display screen within the Platform or (f) modify, adapt or create a derivative work of the Platform.

SECTION 2: BILLING

- (1) For Vendors with Credit Accounts, Plastk will invoice the Vendor monthly. Vendor shall remain liable for the payment of all Fees hereunder. Vendor will be responsible for ensuring their Rewards Spending Account maintains a balance to continue to provide offers.
- (2) Vendor must pay invoices in full (8) days after Plastk's electronic transmission of invoice. Overdue accounts shall be charged interest at a rate of 3% per month.
- (3) In the event the Vendors credit limit has been exhausted, the Vendor must render payment in full immediately or their account may be suspended.

- (4) Notwithstanding the forgoing, if the Vendor fails to make payment within 15 days of Plastk's electronic transmission of invoice, Plastk in its sole discretion may suspend the Vendors account, or, revoke credit limit privileges.

SECTION 3: CONFIDENTIALITY

Vendor Duties of Confidentiality.

(1) Vendor acknowledges that Plastk may disclose to Vendor confidential information (including confidential, proprietary, trade secret, or valuable know-how or Information of a Party or any of its Affiliates which is disclosed by or at the direction of one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessed by the Receiving Party as a result of this Agreement. Without limiting the foregoing, Confidential Information of Plastk and of any any person, any other person directly or indirectly controlling, controlled by, or under common control with Plastk (an "**Affiliate**") shall include any information or an opinion (including information or an opinion forming part of a database), directly or indirectly, about or related to an identifiable person and in the case of Plastk shall be deemed to include information relating to Customers ("**Personal Information**") and other customer data ("**Customer Data**") (all "**Confidential Information**") of Plastk and of its Affiliates, the disclosure of which to Third Parties could cause incalculable damage and irreparable harm to Plastk or to its Affiliates. Accordingly, Vendor agrees to maintain the confidentiality of the Plastk Confidential Information and the Confidential Information of any Plastk Affiliate to use such information or data only as expressly authorized hereunder.

(2) Without limiting the generality of the foregoing, Vendor shall both during the Term and at any time thereafter: (i) not disclose any of the Plastk Confidential Information or the Confidential Information of any Plastk Affiliate to any person other than for the express purposes set out herein, without Plastk's prior written consent, (ii) not use any such Confidential Information for any purpose other than use of the Services (iii) not disclose Plastk Confidential Information or the Confidential Information of any Plastk Affiliate to any person other than to approved Vendor personnel with a need to know, (iv) not reproduce all or any part of the Plastk Confidential Information or the Confidential Information of any Plastk Affiliate or make any Derivative Work based upon or derived from the Plastk Confidential Information or from the Confidential Information of any Plastk Affiliate without the prior written consent of Plastk, (v) comply with all Plastk policies, standards, requirements and specifications in relation to the use and storage of the Plastk Confidential Information and the Confidential Information of any Plastk Affiliate disclosed to Vendor, or (vi) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Plastk Confidential Information or the Confidential Information of any Plastk Affiliate and, with respect to any reproductions of the Plastk Confidential Information and the Confidential Information of any Plastk Affiliate which Vendor is authorized to make hereunder, include proprietary notices in Party whether by sale, lease, license, sublicense or otherwise any Intellectual Property Right or right to use the Plastk Confidential Information or the Confidential Information of any Plastk Affiliate.

(3) Vendor agrees not to disclose to Plastk or use in the development of any Deliverable any proprietary, confidential, secret or private information of any Third Party which Vendor is under a duty not to disclose or use.

(4) Without limiting the generality of the foregoing, Vendor will implement reasonable and appropriate technical and organizational measures to secure Plastk Confidential Information and Confidential Information of any Plastk Affiliate against loss, destruction, or alteration, and unauthorized disclosures.

Plastk Duties of Confidentiality. Plastk agrees to maintain the confidentiality of the Vendor Confidential Information and to use such Confidential Information only as expressly authorized hereunder. Without limiting the generality of the foregoing, and subject to any license rights granted to Plastk hereunder, Plastk shall both during the Term and at any time thereafter: (i) not disclose any of the Vendor Confidential Information to any person other than its Affiliates and its and their consultants, professional advisors, independent contractors, outsources and other service providers for the purpose of providing them or any of them services, or (iii) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Vendor Confidential Information.

Excluded Information The obligations of confidentiality of the Receiving Party shall not extend to information or data that the Receiving Party can establish by written evidence, (i) other than Personal Information, is or becomes publicly known through no wrongful act of the Receiving Party; (ii) is properly, made available to the Receiving Party without confidential or proprietary restriction from a source other than the Disclosing Party; (iii) the Receiving Party can show was rightfully in its possession without obligation of confidentiality; (iv) the information or data was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (v) is required to be disclosed by Law or any Governmental Authority having jurisdiction; or (vi) is independently developed.

Privacy. The Parties will comply with applicable federal, provincial and other privacy laws (“**Privacy Laws**”) and in accordance with the Plastk Privacy Policy which can be found here: <https://www.plastk.ca/privacy-policy> and ensure that Personal Information is not handled other than as permitted hereunder or as otherwise agreed to by the parties in writing.

Residual Rights. Nothing contained in this Agreement will restrict either Party or their Affiliates from the use of any information, know-how, methods, processes or techniques retained in the unaided memories of their employees relating to providing Services under this Agreement, which such Party’s personnel, individually or jointly with the other Party, develops or acquires in the course of providing or receiving the Services under this Agreement, provided that nothing in this section grants any right under any Intellectual Property Right of a Party.

Acknowledgement. Vendor acknowledges and agrees that any violation of the confidentiality provisions may cause irreparable damage or injury to Plastk or to its Affiliates, the exact amount of which may be impossible to ascertain, and that, for such reason, Plastk should be entitled to obtain interim, interlocutory, and final injunctive relief restraining Vendor from breaching, and requiring Vendor to comply with, its obligations under the confidentiality obligations. Vendor hereby acknowledges the importance to Plastk of the strict compliance with the provisions of the confidentiality obligations and acknowledges that Plastk’s interest in the strict enforcement thereof will outweigh the balance of convenience or harm which Vendor may suffer as a result of the strict enforcement of the confidentiality obligations.

SECTION 4: TERM AND TERMINATION

- (1) The term of this Agreement will begin on its Effective Date and continue for a period of one (1) year (the “Initial Term”). The Initial Term will automatically be renewed for additional one (1) year periods (each a “Renewal Term”) on the provisions of this Agreement unless Vendor provides notice (90)

days prior to the end of the Initial Term or then current Renewal Term of its desire not to renew the Agreement. "Term" means the Initial Term and any Renewal Terms.

- (2) Without prejudice to any other rights or remedies it may have, Plastk may, by giving written notice to Vendor, terminate this Agreement as of the date specified in the notice of termination if:
- (a) Vendor commits a material breach (or repeated breaches which regardless of whether the breaches are cured, cumulatively constitute a material breach of the Agreement) of this Agreement or a Statement of Work and fails to cure such breach within thirty (30) days of notice of such breach or, if such breach is a material breach of its confidentiality obligations in respect of Plastk Confidential Information, fails to take all reasonable steps then available to cure such breach within thirty (30) days of notice of such breach;
 - (b) there is a Change of Control of Vendor resulting in Vendor being controlled, directly or indirectly, by a direct competitor of Plastk

SECTION 5: DISCLAIMER

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES RELATED TO THIS AGREEMENT INCLUDING ANY WARRANTIES OR CONDITIONS OF FITNESS FOR PURPOSE OR MERCHANTABILITY OR THOSE ARISING BY STATUTE.

SECTION 6: LIMITATION OF LIABILITY

(1) Excluding breach of Confidentiality, and Indemnities, the liability of either Party to the other for damages for breach of this Agreement will not exceed, for any claim (a) Fifty Dollars CAD (CAD \$50) Canadian dollars.

(2) The Parties shall be liable only for direct damages and not for indirect, consequential, punitive, exemplary or special loss or damage including any loss of profits or loss of revenues.

Force Majeure. Notwithstanding anything to the contrary contained herein, a failure or delay in performance shall be excused to the extent caused by a Force Majeure Event provided that, the affected Party notifies the other Party immediately and in detail of the commencement and nature of such Force Majeure Event, and provided further that the affected Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. The obligation of the Parties to perform under this Agreement shall be suspended during such event for a maximum period of thirty (30) Business Days.

SECTION 7: DISPUTE RESOLUTION

(1) In the event of any dispute or disagreement between the Parties with respect to the interpretation of any provision hereof, the performance of either Party hereunder, or any other matter that

is in dispute between the Parties arising from or in connection with or related to this Agreement (a “**Dispute**”), upon the written request of either Party, the Parties will meet for the purpose of resolving such Dispute. The Parties agree to discuss the Dispute and negotiate in good faith without the necessity of any formal proceedings. If the Parties are unable to resolve the Dispute within thirty (30) Business Days, either Party may submit the matter to final and binding arbitration.

(2) Unless otherwise agreed in writing by the Parties, Disputes relating to the following matters or requesting the following types of relief will not be resolved by final and binding arbitration: (i) ownership or infringement of Intellectual Property Rights, (ii) Claims related to Confidential Information or Personal Information, (iii) Claims related to a violation or contravention of any Law, (iv) Claims in respect of death or bodily injury; (v) Claims for contribution or indemnity, or (vi) interim or interlocutory Claims for injunctive relief (a “**Non-Arbitrable Dispute**”). All other Disputes hereunder that cannot be settled in the manner hereinbefore described will be settled by final and binding arbitration pursuant to the provisions of the *Arbitration Act* (Alberta). Judgement upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and enforcement, as the Law of such jurisdiction may require or allow.

(3) Unless otherwise agreed by the Parties, the arbitration hearing will be presided by a sole arbitrator mutually agreed to by the Parties. In the event the Parties are unable to agree upon an arbitrator, either Party may apply to a court of competent jurisdiction for the appointment thereof. No person may be appointed as an arbitrator unless he or she is independent of the Parties, is skilled in the subject matter of the Dispute and is not directly or indirectly carrying on or involved in a business being carried on in competition with the business of the Parties. The arbitrator will provide written reasons for his/her decision. The venue for the arbitration shall be in the City Calgary, Alberta, unless otherwise agreed to by the Parties in writing. Each Party will pay its own costs and expenses and one-half of the cost of the arbitration, subject to final apportionment by the arbitrator.

(4) Each Party shall continue performing its obligations under this Agreement while any Dispute is being resolved in accordance with this section, unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

(5) In the event of a Non-Arbitrable Dispute, a Party may proceed directly to court without having to exhaust or utilize the Dispute Resolution Procedure.

SECTION 8: MISCELLANEOUS

Governing Law. This Agreement will be governed by, interpreted and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. This Agreement will be deemed to be made in the Province of Alberta. Vendor hereby submits to the non-exclusive jurisdiction of the courts of the Province of Alberta for any legal action arising out of or related to this Agreement and agrees not to commence any action, suit or proceeding against Plastk in any jurisdiction other than the Province of Alberta.

Compliance with Law. Each Party will perform its obligations under this Agreement in a manner that complies with all Laws, including, in the case of Vendor and any Vendor Subcontractor, all Laws applicable to them and related to or which may affect the use of Deliverables or the provision of the Services, its obligations hereunder or this Agreement. Each Party will promptly notify the other Party if it receives a written allegation of non-compliance with any such Law by any person.

Assignment. Neither Party may assign this Agreement or any right or obligation hereunder without prior written consent from the other Party, which consent will not be unreasonably withheld.

Further Assurances. Each Party hereto will from time to time take, or cause to be taken, all acts and things, execute and deliver, cause to be executed and delivered, all such further documents and instruments, and do, or cause to be done, all things, as are necessary, proper or advisable under the provisions of this Agreement and under applicable Law, to consummate, perfect, make effective, effectively carry out or better evidence the full intent and meaning of this Agreement.

Notices. Any demand, notice or other communication to be given in connection with this Agreement will be given in writing and will be given by personal delivery, registered mail or by facsimile addressed to the recipient at the following address or communication numbers:

in the case of a notice to Plastk, at:

Plastk Financial and Rewards Inc.
620 12th Ave SW Suite 201
Calgary Alberta,
T2R 0H5

Attention: Motola Omobamiduro

or to such other address, individual, official, or facsimile number or address as may be designated by notice given by either Party to the other Party in the same manner. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof or, if by registered mail, on the tenth (10th) Business Day following the posting thereof, or if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Counterparts. This Agreement may be executed by the Parties in several counterparts, including executed counterparts delivered by electronic communication, each of which will be deemed to be an original, but all of which taken together will constitute the same instrument.

Expenses. Each Party will each bear its respective legal fees, accounting fees, and other costs and expenses incurred in connection with the transactions contemplated by this Agreement.

Amendments and Waiver. No modification to this Agreement is valid or binding unless set forth in writing and fully executed by each of the Parties whose rights or obligations hereunder are changed by such modification and no waiver of any breach of any term or provision of this Agreement is effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, is limited to the specific breach waived. This Agreement cannot be varied or waived by the Parties by any oral agreement or through a course of dealing or conduct or by any equitable principle or other legal doctrine.

Entire Agreement. This Agreement and all documentation and schedules hereto and thereto constitute the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties with respect thereto, there are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the Parties other than as expressly set forth in this Agreement.

EXHIBIT A

PRE-AUTHORIZED CREDIT CARD AGREEMENT

You hereby authorize Plastk Financial and Rewards Inc. ("Plastk"), and the financial institution designated (or any other financial institution you may authorize at any time) to begin deductions as per your instructions for monthly regular recurring payments and/or one-time payments from time to time for reimbursement of rewards earned by customers arising under this Agreement as described in the Summary Form; and fees associated with additional services provided by Plastk to Vendors negotiated under a separate agreement for other or value-added services, as applicable.

At Sign-up, Plastk will charge \$100 as a pre-authorized payment to the Credit Card provided by the Vendor. This card will be kept on file and will be recharged (back to \$100) once the account balance reaches \$25. Vendor is solely responsible for ensuring that Plastk is provided with the Vendor's most recent credit card details. These amounts, along with any services fees (if applicable) will be debited from your specified account on the 1st day of each month.

You will be notified of these debits on the day they occur, alongside earnings reports and other documentation from the previous statement period via Vendor dashboard and/or email. You agree to waive the pre-notification requirements and acknowledge that Plastk can draw on your credit account(s) in fixed or variable amounts without prior notice.

This authority is to remain in effect until Plastk has received written notification from you of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled via email to hello@plastk.ca.

Business Name

Business Address: Credit Card Number:

Expiry Date:

CVV:

I agree that the credit card information entered above is correct and that I have full authority to transact with this credit card without obtaining the approval of any third party. By submitting this form, I authorize Plastk Financial Rewards Inc. to debit my credit card account as set out above.

Plastk Financial and Rewards Inc. Contact Details

Plastk Financial and Rewards Inc.
620 12th Ave SW Suite 201
Calgary Alberta,
T2R 0H5