

# COUPONS4GIVING MERCHANT SERVICE AGREEMENT

## Standard Terms and Conditions

These Coupons4Giving Merchant Service Agreement Standard Terms and Conditions ("**Standard Terms and Conditions**") together with the accompanying Coupons4Giving Merchant Service Agreement Order Form ("**Order Form**") are collectively referred to herein as the "**Agreement**". Terms defined in the Standard Terms and Conditions apply in the Order Form and vice versa.

### 1. Nature of Services

This Agreement relates to the placement of marketing and promotion services by Merchant with Coupons4Giving and the desire of Merchant to make a donation to one or more non-profit organizations that desire to receive and agree to accept a donation or donations from Merchant, other than any Non-Permitted Non-Profit Organizations identified in the Order Form ("**Participating NPOs**"). Merchant desires Coupons4Giving and one or more Participating NPOs to promote a Coupon for the Merchant product or service with the particular deal characteristics identified in the Order Form, in accordance with this Agreement. The Merchant is the "issuer" of the Coupon for its Deal, and Coupons4Giving acts as the marketing agent for the Deal. Merchant desires and agrees to donate a portion of the paid Deal Price to Participating NPOs in accordance with Section 4(b) below.

### 2. Coupons4Giving Responsibilities

- (a) Deal Creatives. Coupons4Giving may use Merchant Content to prepare one or more promotional creatives for the particular Deal ("**Deal Creatives**"), in its discretion, which may include a Deal page hosted on the Coupons4Giving Website or other websites offered with Coupons4Giving' distribution partners, an email creative to be distributed to potential purchasers of the Coupon, or other similar creatives for online, electronic or offline promotion of the Deal. Deal Creatives will be subject to Merchant's prior approval (which may be made online or by email or fax), not to be unreasonably withheld or delayed. Once a Deal Creative has been approved, Coupons4Giving is deemed to have Merchant's approval to use and promote other Deal Creatives that are substantially similar to the approved Deal Creative<sup>[A1]</sup>.
- (b) Promotion. Coupons4Giving and/or one or more Participating NPOs will offer and promote the Merchant product or service identified in the Order Form (the "**Merchant Product**"), through Coupons4Giving' online platform and email, on the terms and conditions described in the Order Form and the Deal Creatives approved by Merchant (the "**Deal**"), including the price to be paid by the purchaser (the "**Deal Price**"). The scheduled time period or periods that each Deal is marketed and offered (the "**Offer Period**") will be designated solely by Coupons4Giving. Without limiting the foregoing, an Offer Period is typically one week for each Participating NPO (such one week or other period, a "**Fundraising Period**"), and more than one Participating NPO may promote the Deal at the same time or different times, in which case the

Offer Period may be longer than any particular Fundraising Period. Offer Periods and Fundraising Periods are subject to scheduling change or cancellation in the discretion of Coupons4Giving. Coupons4Giving will endeavor to notify Merchant in advance of the Offer Period and each Fundraising Period; however, Coupons4Giving provides no guarantee that it will provide advance notice of Offer Periods or Fundraising Periods or changes to a planned Offer Period or Fundraising Period. Merchant acknowledges and agrees that Coupons4Giving and/or one or more Participating NPOs may promote the Deal alone or in conjunction with the promotion of the products or services of one or more other merchants ("**Other Deals**"), which Other Deals may feature products, services, pricing or other aspects that are the same as, similar to and/or in competition with those of the Deal, and that Merchant shall have no exclusivity with respect to any particular Participating NPO, unless otherwise agreed in writing by the Parties.

(c) Coupons. Coupons4Giving will issue each purchaser of the Merchant Product (each a "**Purchaser**") a numbered Coupon for each purchase (each a "**Coupon**"). Within one business day following the end of a Fundraising Period, Coupons4Giving will provide Merchant with the names of all persons having the right to redeem the Coupons and the corresponding Coupon numbers. Coupons4Giving reserves the continuing right, but shall not be obligated, to reject, revise, or discontinue publishing any Coupon and to require Merchant to edit or modify the same for any reason, including to conform the Coupon to Coupons4Giving specifications or Applicable Laws.

### 3. Merchant Responsibilities

(a) Issuer. Merchant agrees and acknowledges that Coupons4Giving markets and facilitates the purchase of the Deal, but that Merchant remains the issuer of the Coupons. Accordingly Merchant agrees that it, and not Coupons4Giving, is solely responsible to fulfill the Deal and provide the Merchant Product to the individual redeeming each Coupon in accordance with this Agreement.

(b) Fulfillment. Merchant agrees to honor and fulfill all Coupons sold for the Deal in accordance with the terms of the Deal, this Agreement (including these Standard Terms and Conditions), all terms of use and sale posted from time to time on the Coupons4Giving website (currently [www.Coupons4Giving.ca](http://www.Coupons4Giving.ca)) (the "**Coupons4Giving Website**"), and all Applicable Laws. Merchant shall be solely responsible for all customer service in connection with the Coupon and for supplying all goods and services specified in the Coupon. Merchant agrees to accept Coupons in any form presented for redemption that has been approved by Coupons4Giving, including a physical printout of the Coupon or by displaying the Coupon on a mobile device such as a smartphone at the point of service. Merchant assumes all risk arising from any fraud or dishonesty on the part of a Coupon holder and/or the use or attempted use of forged, counterfeit, photocopied or fraudulent Coupons, and Merchant agrees that it, and not Coupons4Giving, shall be solely responsible and liable for any losses or other Claims relating to same and for tracking the redemption of Coupons. Merchant shall not treat Coupon holders differently from other paying customers in the scheduling (e.g., use of blackout dates and times) or delivery of services, except as expressly set forth in the Deal. For Deals that require advance scheduling, Merchant shall use its best efforts to accommodate the scheduling request of the Coupon holder. Except as expressly set forth in the Deal, Merchant shall permit Coupon holders to redeem Coupons after any applicable Expiration Date for Coupons that require advance

scheduling if the Coupon holder contacts Merchant prior to the Expiration Date for the purpose of scheduling service. If a Purchaser redeems a Coupon for less than its face value, Merchant will be responsible for issuing a credit or cash equal to the difference between the face value and the amount redeemed if required by Applicable Laws. Merchant agrees that in providing the goods or services that are the subject of the Coupon, it will not impose any extra or additional fees or charges that contradict the terms set forth on the face of the Coupon. Merchant agrees that if the promotional value of a Coupon (i.e., the amount, if any, by which the Deal Value exceeds the Deal Price) has expired, the Coupon holder may combine the Deal Price with any other Coupon, coupon or promotion pertaining to the Merchant.

(c) Merchant Content. Merchant may be asked to provide a logo, photograph, graphic, artwork, text, and other content and marketing materials, which may include trademarks ("**Merchant Content**"), to be used in developing the Deal Creatives. Merchant hereby grants Coupons4Giving and each Participating NPO a non-exclusive, worldwide, royalty-free license and right to reproduce, use, license, display, perform, distribute and transmit the Merchant's name, logo and any trademarks, and to reproduce, use, license, display, perform, distribute, transmit and create derivative works based upon the Merchant Content, for the purpose of (i) marketing and promoting Coupons and developing, distributing and otherwise promoting the Deal Creatives as Coupons4Giving deems appropriate, in any and all media or formats in which such Coupons are marketed and promoted, including on the Coupons4Giving Website and in emails, and (ii) publicizing Merchant's donation to such Participating NPO, including, in the case of such Participating NPO, thanking Merchant for same. After the term of this Agreement, Coupons4Giving and each Participating NPO may continue to use and distribute the Deal Creatives as exemplars and for general promotional purposes.

(d) Redemption Data. Merchant shall collect and provide to Coupons4Giving on a regular basis, no less frequently than monthly, a list of the serial numbers of redeemed Coupons. Merchant may provide this information in paper or digital form or, if and when available, using Coupons4Giving' merchant dashboard through which Merchant can record such data.

#### 4. Fees and Payment

(a) Coupons4Giving Fee. In consideration for fulfilling its obligations under this Agreement, Coupons4Giving will be entitled to retain the Coupons4Giving Fee set forth in the Order Form on all payments received from Purchasers of the Coupons.

(b) Donation to Participating NPO(s). Merchant irrevocably directs Coupons4Giving to remit to each Participating NPO, on Merchant's behalf, the Donation to Participating NPO(s) set forth in the Order Form on all payments received from Purchasers of the Coupons, and Coupons4Giving agrees to mail or otherwise provide such remittance to each such Participating NPO within twenty (20) business days after the end of the applicable Fundraising Period. Unless otherwise agreed between Coupons4Giving and a Participating NPO, such remittances will be paid by cheque and sent by mail<sup>[A2]</sup>. Merchant agrees that each such remittance shall be considered a donation from Merchant to such Participating NPO. Coupons4Giving shall not be required to obtain a receipt or other acknowledgment of payment from a Participating NPO for such remittances, but shall provide a record of such remittances to Merchant. Merchant shall maintain such records relating to donations that it makes pursuant to this Section, account for same and report and provide information relating to same, all as required by Applicable Laws, and Merchant agrees that it, and not Coupons4Giving or any Participating NPO, shall be solely

responsible for such obligations of Merchant. Merchant acknowledges and agrees that Participating NPOs shall not be entitled to any interest on any amounts payable to them pursuant to this Agreement.

(c) Merchant Payment. Subject to Merchant's performance of its obligations under this Agreement, Coupons4Giving shall remit to Merchant all payments received from Purchasers of Coupons, minus the Coupons4Giving Fee, the Coupons4Giving Fee VAT, the Donation to Participating NPO(s) and a 2.3% credit<sup>[A3]</sup> card fee (the "**Merchant Payment**"). Unless otherwise agreed by the Parties, the amounts due to Merchant will be paid electronically at the time of payment by a Purchaser to Coupons4Giving. Coupons4Giving will provide to Merchant a record indicating which Merchant Payment relates to which Participating NPO and Fundraising Period. Notwithstanding any of the foregoing, in the event Coupons4Giving has received a substantial number of customer complaints or requests for refunds, as determined in its discretion, Coupons4Giving may hold-back up to half of any amount due to Merchant until the Parties have reached a mutually acceptable plan for resolving the complaints. In addition, Merchant agrees and acknowledges that in the event Merchant is either unwilling or unable to perform its obligations under this Agreement, Merchant shall reimburse Coupons4Giving and/or Purchasers any and all funds for any and all unredeemed Coupons. Any amounts retained by Coupons4Giving pursuant to this Section are compensation to Coupons4Giving for the service of marketing and assisting in selling the Coupons for Merchant. Merchant acknowledges and agrees that it shall not be entitled to any interest on any amount payable to it pursuant to this Agreement that is paid to it within the time frame herein specified for such payment.

(d) VAT. Coupons4Giving will remit applicable value added taxes on the Coupons4Giving Fee to the applicable taxing authority (the "**Coupons4Giving Fee VAT**") and provide a record of such payment to Merchant. Merchant will be solely responsible for collecting and remitting to applicable taxing authorities any additional value added, use or sales taxes owed based upon the Deal Price, or in connection with the redemption of Coupons, or relating to the goods or services to which the Coupons relate, and represents and warrants that it is registered with the appropriate taxing authorities for all such tax collection and remittance purposes.

(e) Deposit. The Parties agree that the payment schedule described in Section 4(c) will result in Merchant holding funds, which have been received from Coupons4Giving in advance of Merchant's performance. In the event of a bankruptcy proceeding or other liquidation of Merchant before Merchant has fulfilled its obligations under this Agreement, the Parties agree that such funds will be deemed to have been held in trust by Merchant for Coupons4Giving and Coupons4Giving shall have uncontested title and ownership on all such funds.

## 5. Refunds

Merchant agrees that Coupons4Giving shall have the right to refund the Deal Price to any Purchaser who is dissatisfied with the experience of scheduling and using the Merchant Product, provided that Coupons4Giving also refunds the Coupons4Giving Fee and the Donation to Participating NPO(s) associated with such purchase. In such cases, if the refund occurs before payment in full of the Merchant Payment has been made to Merchant, the refunded fees (not including any refunded Coupons4Giving Fees or Donation to Participating NPO(s)) will be set-off against amounts owed to the Merchant. If the Merchant has already been paid the Merchant Payment in full, it agrees to repay forthwith to Coupons4Giving the amount of

refunded fees (not including any refunded Coupons<sup>4</sup>Giving Fees or Donation to Participating NPO(s)).

6. Representations, Warranties and Covenants

(a) General. Each Party hereby represents and warrants that: (a) it has the right, power and authority to enter into this Agreement and to fully perform its obligations hereunder; (b) this Agreement does not and will not conflict with any of the Party's other obligations to any third parties, and (c) it complies and will comply with all Applicable Laws.

(b) Merchant. Merchant additionally represents, warrants and covenants that: (a) it will provide the Merchant Product in a safe and professional manner; (b) Merchant owns all right, title and interest in, or has a valid license in respect of, the Merchant Content, Merchant has the right to grant the licenses in the Merchant Content stated in this Agreement and the Merchant Content does not infringe or misappropriate any third party copyright, trademark, right of privacy or publicity, moral right, trade secret or other proprietary right; (c) Merchant is registered for sales and use tax collection purposes (including the federal Goods and Services Tax, applicable provincial sales taxes and, where applicable, the Harmonized Sales Tax) in all jurisdictions in which Merchant's goods and services will be provided pursuant to the terms and presentation of the Coupon; (d) the terms and conditions of the Coupon, including any discounts and goods and services offered thereunder, comply and will comply with all, and do not and will not violate any, applicable municipal, provincial, territorial, federal or other laws, statutes, rules, regulations, orders or decrees ("**Applicable Laws**"), including any and all Applicable Laws governing false, deceptive or unfair trade practices, advertising or disparagement; the use, sale, discounting, service and/or distribution of alcohol ("**Alcohol Laws**"); and any Laws governing Coupons, coupons, gift certificates, prepaid purchase cards and/or gift cards ("**Gift Card Laws**"); (e) Merchant will comply with all Applicable Laws relating to the issuance and redemption of the Coupons and otherwise in relation to the performance of its obligations under this Agreement, including those Applicable Laws referred to in the preceding clause (d) of this paragraph, any Applicable Laws relating to abandoned or unclaimed property or escheat laws ("**Abandoned Property Laws**") associated with Coupons that have not been redeemed and any Applicable Laws relating to personal information and the protection of privacy. Merchant acknowledges that the Deal terms will state in the Deal Creatives and printed on the Coupon that, if applicable, all or a portion of the Coupon expires after a stated Expiration Date, and if required by law, that the Deal Price does not expire, if at all, until a later date. Merchant is responsible to ensure that it enforces expiration of the Coupons only in accordance with Applicable Laws. In addition, Applicable Laws may require that the Merchant, upon request, provide the Purchaser or holder of a Coupon cash redemption for all or some portion of the Coupon. Merchant, and not Coupons<sup>4</sup>Giving, is responsible to comply with any cash redemption requirements. Merchant is responsible for keeping track of the cash amount paid by the Purchaser for the Coupon and any unredeemed balance of that cash amount to ensure compliance with this Section 6(b).

(c) Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. COUPONS<sup>4</sup>GIVING DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE COUPONS<sup>4</sup>GIVING WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE, THAT THE

COUPONS WILL BE ERROR-FREE OR THAT ANY ERRORS, OMISSIONS OR MISPLACEMENTS IN THE COUPON WILL BE CORRECTED, OR THAT COUPONS WILL RESULT IN ANY REVENUE OR PROFIT FOR MERCHANT.

7. Indemnification

(a) Indemnity. Merchant shall indemnify, defend, and hold harmless Coupons4Giving, its affiliates, and each of their respective directors, officers, employees, contractors, agents and representatives from and against any and all claims, demands, lawsuits, investigations, proceedings, liabilities, losses, damages, costs and expenses, including reasonable legal fees and costs on a solicitor and his own client, full indemnity basis (collectively, "**Claims**"), including Claims of third parties, to the extent caused by, arising from or in any way relating to any or all of the following: (a) any breach or non-performance of any covenant or agreement given or made by Merchant in this Agreement; (b) any breach, inaccuracy or incorrectness of any representation, warranty or acknowledgement made by Merchant in this Agreement; (c) any breach or alleged breach of any Applicable Laws by Merchant relating to the issuance, sale or redemption of the Coupons or otherwise; (d) any Claim for any sales or use tax obligations, including any penalties or interest associated therewith arising from the sale and subsequent redemption of a Coupon or the provision of the goods or services associated with a Coupon; (e) any Claim by any governmental authority for unredeemed Coupons or unredeemed cash values of Coupons or any other amounts under any Abandoned Property Laws, including any Claim for penalties or interest ("**Abandoned Property Claims**"); (f) any Claim arising out of a violation of Alcohol Laws or Gift Card Laws; (g) any Claim arising out of or relating to the products and services provided by Merchant, including any Claim for false advertising, product defects, personal injury, death or property damages or (h) any other Claim relating to or arising out of the Deal, the Coupon, the Merchant Product or the fulfillment thereof.

(b) Process. Coupons4Giving shall notify Merchant promptly in writing of any claim for indemnification hereunder, and provide, at Merchant's expense (to the extent of out-of-pocket expenses only), all reasonably necessary assistance, information and authority to allow Merchant to control the defense and settlement of such Claim, provided that the failure of Coupons4Giving to promptly inform Merchant of any Claim shall not excuse Merchant from its obligations under this Section 7 except to the extent such failure materially prejudices Merchant. Notwithstanding the foregoing, Merchant shall not enter into any settlement or compromise of the defense of such Claim, other than with respect to the payment of monies, without Coupons4Giving' prior written consent, which consent shall not be unreasonably withheld or delayed. Coupons4Giving may participate at its expense in the defense and/or settlement of any such action with counsel of its choosing and at its sole expense.

8. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES), OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, ARISING FROM ANY BREACH OF THIS AGREEMENT. COUPONS4GIVING SHALL NOT BE LIABLE TO MERCHANT OR ANY THIRD PARTY FOR ANY ACT OR OMISSION OF ANY

PARTICIPATING NPO. COUPONS4GIVING'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE COUPONS4GIVING FEES RECEIVED BY COUPONS4GIVING RELATED TO THE DEAL SET FORTH IN THE ORDER FORM. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATION.

Any Claim arising out of or relating to any error or omission in a Coupon must be made within one (1) year of first publication of the Coupon. Otherwise, the Claim shall be deemed waived by Merchant.

9. Term

(a) Term. This Agreement shall commence on the Effective Date and end on the earlier of the Expiration Date and the date that is twelve months following the Effective Date.

(b) Termination. Either Party may terminate this Agreement upon breach by the other Party, by written notice to such other Party. Coupons4Giving may terminate this Agreement, in its discretion, upon written notice to Merchant at any time prior to the Offer Period.

(c) Survival. All provisions of this Agreement which by their nature are intended to survive expiration or termination of this Agreement shall so survive, including Sections 3, 4, 5, 6, 7, 8, 9(c) and 10. In addition, following expiration or termination, Merchant shall continue to honour all Coupons, according to their terms, for which Merchant Payments have been remitted by Coupons4Giving.

10. Miscellaneous

(a) Interpretation. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation. Unless the context otherwise requires, each reference in this Agreement to: (a) "this Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Agreement as a whole and not to any particular Section, paragraph or other portion of this Agreement; (b) a "Section", "paragraph" or portion thereof is a reference to a section, paragraph or portion thereof, as the case may be, of this Agreement; (c) a "business day" means a day other than a Saturday, a Sunday, a statutory holiday, or other day on which banks are closed in Edmonton, Alberta; (d) "including" means "including, without limitation," and the terms "include" and "includes" have corresponding meanings; (e) a "Party" or the "Parties" means a signatory or the signatories, respectively, to this Agreement; (f) a "person" includes any natural person, partnership, corporation, trust, joint venture, syndicate, government, governmental department, authority or agency or incorporated or unincorporated entity or association of any nature whatsoever; (g) "discretion" means sole, absolute and unfettered discretion; (h) the singular includes the plural and vice versa; and (i) words importing any gender include any other gender.

(b) Confidentiality. The terms of this Agreement are to be treated by Merchant as confidential. The Deal, Deal Price, Offer Period and Fundraising Periods are also to be treated by Merchant as confidential until the Deal has been publicly promoted by Coupons4Giving. Merchant agrees not to disclose any such confidential information to any third party, other than to its employees, parent companies and shareholders on a need-to-know basis only after each has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such individuals, to its legal, tax

and accounting advisors who are bound by a duty of confidentiality, or as required by Applicable Laws. The terms contained herein are confidential between Coupons4Giving and Merchant and not known to the general public outside of this Agreement, thus any breach of this confidentiality provision by Merchant shall be considered a material breach of this Agreement and will result in irreparable and continuing damage to Coupons4Giving for which there will be no adequate remedy at law; and in the event of such breach, Coupons4Giving will be entitled to injunctive relief and/or an order for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

(c) Coupons4Giving IP. Merchant acknowledges and agrees that Coupons4Giving owns all right, title and interest in and to the Coupons4Giving Website, Coupons4Giving trademarks and all software, technology and tools used by Coupons4Giving to promote, market, generate and distribute the Coupons (collectively the "**Coupons4Giving IP**"). Merchant shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare the Coupons4Giving IP or any portion thereof, or use such Coupons4Giving IP as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. Merchant shall not prepare any derivative work based on the Coupons4Giving IP. Merchant shall not translate, reverse engineer, decompile or disassemble the Coupons4Giving IP. Merchant agrees that Merchant has no ownership or other rights in any lists of Purchasers maintained by Coupons4Giving or any Participating NPOs and that Coupons4Giving and/or such Participating NPOs may use such lists for any and all lawful purposes as may be agreed between Coupons4Giving and such Participating NPOs or as Coupons4Giving may determine in its discretion.

(d) Relationship. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise or an agency relationship between the Parties. Neither Party has the authority, without the other Party's prior written approval, to bind or commit the other Party in any way.

(e) Third Party Rights. Merchant agrees that all rights, entitlements and other interests (including licenses) granted by Merchant or stated by Merchant to be in favour of Participating NPOs in this Agreement shall enure to the benefit of each such Participating NPO, and be enforceable by each such Participating NPO directly against Merchant, as though such Participating NPO were a party to this Agreement.

(f) Entire Agreement. This Agreement is the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements and/or understandings, whether written or oral. This Agreement shall not be modified except by a written agreement dated subsequent hereto signed on behalf of each Party by their duly authorized representatives.

(g) Notices. Every notice, communication, consent, demand or other document (each, a "**Notice**") required to be given in writing pursuant to this Agreement shall be delivered by hand, fax, email or reputable courier service: (i) to Merchant at the address, fax number or email address specified in the Order Form; (ii) to Coupons4Giving at Suite 20, #9 Rowland Crescent, St. Albert, Alberta T8N 4B2, Fax: 780.460.6620, Attention: President; or (iii) to such other address, fax number or email address as a Party may provide from time to time in accordance with this paragraph. Any Notice will be deemed to have been given and received on the first



business day following the date on which it was delivered. No Party shall prevent, hinder or delay, or attempt to prevent, hinder or delay the service on that Party of any Notice.

(h) Severability. If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that term shall not affect the legality, validity or enforceability of the remaining terms of this Agreement, or the legality, validity, or enforceability of that term in any other jurisdiction.

(i) Waiver. No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right. No waiver of any provision hereof shall be effective unless in writing and signed by the authorized representative of the Party against whom such waiver is asserted. Any waiver shall be specifically limited to its terms, and shall not be deemed applicable to subsequent like circumstances.

(j) Binding Effect; Assignment. This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns, as applicable. Merchant may not assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without Coupons4Giving' prior written consent, which may be withheld in its discretion.

(k) Governing Law. This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without reference to principles of conflicts of law, and the Parties attorn to the exclusive jurisdiction of the courts located in the Province of Alberta to resolve any dispute that may arise between the Parties relating to this Agreement.

(l) Language. The Parties hereto confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente convention ainsi que tous les documents et contrats s'y rattachant directement ou indirectment soient rédigés en anglais.

(m) Counterparts. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by electronic transmission in Portable Document Format ("PDF") and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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*[End of Standard Terms and Conditions]*

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[A1]We need to ensure that the platform will allow the Merchant to provide us with the deal creative content including logo etc

[A2]Need to determine how we will pay the NPO but not by cheque

[A3]Need to determine this fee