

COUPONS4GIVINGNON-PROFIT ORGANIZATION (NPO) PARTICIPATION AGREEMENT

Standard Terms and Conditions

This Agreement is an agreement between GenerUS Marketing Solutions Inc. operating as Coupons4Giving (hereinafter referred to as “Coupons4Giving”) and an NPO. Terms defined in this Agreement apply in the Campaign Set Up Form and vice versa.

1. Nature of Program

Coupons4Giving contracts with merchants for the placement of marketing and promotion services by such merchants with Coupons4Giving. By completing a campaign application on the Coupons4Giving Website,(Campaign Set Up Form) NPO represents to and agrees with Coupons4Giving and such merchants that it desires to receive and will accept a donation or donations from one or more such merchants, identified in the Campaign Set Up Forms (such merchants referred to herein as “**Merchants**”). NPO agrees to promote, and agrees that Coupons4Giving may promote, in accordance with this Agreement, one or more Coupons (“**Coupons**”) for products or services of one or more Merchants (“**Merchant Products**”) with particular deal characteristics identified in the contracts between Coupons4Giving and such Merchants (“**Merchant Service Agreements**”), The Merchant is the "issuer" of the coupon for its Deal, and Coupons4Giving acts as the marketing agent for the Deal. In each Merchant Service Agreement, the Merchant agrees that it will donate a portion of the paid Deal Price to participating non-profit organizations in accordance with the terms of the Merchant Service Agreement (each, a “**Donation**”), and irrevocably directs Coupons4Giving to remit such portion to such participating non-profit organizations on the Merchant’s behalf. Other participating non-profit organizations are referred to herein as “**Other Participating NPOs**”, and NPO and such Other Participating NPOs are referred to collectively herein as “**Participating NPOs**”. The arrangements described in this Section 1 are collectively referred to herein as the “**Program**”.

2. NPO Participation

- (a) Program Participation and Outcomes. Coupons4Giving will provide NPO’s notification of successful completion of a Campaign Set Up Form(s), NPO acknowledges and agrees that neither Coupons4Giving nor any Merchant provides any guarantees or assurances with respect to any Program outcomes, including the number of Deals, if any, that NPO may be associated with, the number of Coupons, if any, that may be purchased, or the amount of Donations, if any, that may be received by NPO.
- (b) Program Aspects. NPO acknowledges and agrees that, except as otherwise expressly provided in this Agreement, all terms and conditions of the Program, including those relating to the Merchant Products to be promoted, methods of promotion, Deals, Deal Prices, Offer Periods, Fundraising Periods, Coupons, the terms, conditions, issuance, sale and redemption of Coupons, refunds, customer service, terms of use and sale posted from time to time on the Coupons4Giving website (currently www.Coupons4Giving.ca) (the “**Coupons4Giving Website**”), and all other aspects of the Program (collectively, “**Program Aspects**”), are and shall be matters either governed solely by the Merchant Service Agreements or, if not governed by the [Merchant Service Agreements](#), determined solely by Coupons4Giving in its discretion, and that such Program Aspects are subject to change at any time and from time to time without notice to NPO. The Program may be discontinued at any time in the discretion of Coupons4Giving without notice to NPO, in which case this Agreement shall automatically terminate.

3. Promotion

- (a) Deal Creatives. Coupons4Giving may use NPO Content to prepare one or more promotional creatives for a given 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. Coupons4Giving shall not be required to submit Deal Creatives to NPO for prior approval, unless otherwise agreed by the Parties in writing.

- (b) Promotion. NPO agrees to promote the Merchant Products of one or more Merchants, on the terms and conditions approved by such Merchants to Coupons4Giving (each, a "**Deal**"), including the price to be paid by the purchaser (the "**Deal Price**"), by distributing one or more Deal Creatives via email, and other Deal Creatives that it may wish to employ via other methods, to potential purchasers of the Merchant Products. NPO acknowledges and agrees that Coupons4Giving and one or more Other Participating NPOs may, at the same time as NPO or at other times, promote one or more Merchant Products or Deals that may be the same as or similar to Merchant Products promoted by Coupons4Giving or NPO pursuant hereto or that may feature the same or similar pricing or other aspects and that the promotion of any particular Deal or Merchant shall not be exclusive to NPO, unless otherwise agreed in writing by the Parties. The Deals to be promoted by NPO will be determined by Coupons4Giving in its discretion. The scheduled time period or periods that each Deal is marketed and offered (the "**Offer Period**") will be designated solely by the NPO upon set up of their campaign such Offer Period to be no longer than the shorter of one year or the period during which a Deal may be purchased. 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 a Deal at the same time or different times, in which case an 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 NPO 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.

____ (c) NPO Content. NPO may be asked to provide a logo, photograph, graphic, artwork, text, and other content and marketing materials, which may include trademarks ("**NPO Content**"), to be used in developing the Deal Creatives. NPO hereby grants Coupons4Giving and each Merchant a non-exclusive, worldwide, royalty-free license and right to reproduce, use, license, display, perform, distribute and transmit the NPO's name, logo and any trademarks, and to reproduce, use, license, display, perform, distribute, transmit and create derivative works based upon the NPO 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 NPO. After the term of this Agreement, Coupons4Giving and each Merchant may continue to use and distribute the Deal Creatives as exemplars and for general promotional purposes.

____ (d) Post-Fundraising Period Acknowledgement. After each Fundraising Period in respect of which it receives a Donation, NPO agrees, if requested, to publicly acknowledge and thank each Merchant that provided it with a Donation, through media channels normally used by or available to NPO for such purposes (for example, on its website, newsletters and promotional posters).

____ (e) Compliance. NPO agrees that it shall have sole responsibility for ensuring that the distribution of emails and other Deal Creatives by it pursuant to this Agreement complies with all applicable laws including laws relating to charitable solicitation and fundraising, privacy and electronic communications. NPO agrees to only provide email addresses and other personal information to Coupons4Giving where NPO has the legal right to do so, having complied with its own privacy policies and all applicable laws. Coupons4Giving agrees that (i) any such email addresses and other personal information provided to it by NPO will be used by it solely for the purposes of assisting or effecting the distribution of such emails or

other Deal Creatives or as otherwise permitted hereunder or to perform its obligations hereunder or as otherwise authorized by NPO; (ii) it will use reasonable commercial efforts to protect and safeguard such personal information provided to it by NPO, including to protect such personal information from accidental loss or theft, or unauthorized access, disclosure, copying, use, modification, disposal or destruction (provided that, NPO acknowledges and agrees that no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure, and, as a result, while Coupons4Giving will employ commercially reasonable security measures to protect data and seek to partner with companies that do the same, Coupons4Giving cannot guarantee the security of any information transmitted to or from the Coupons4Giving Website or over the Internet, and shall not be responsible for the actions of any third parties that may receive any such information); and (iii) it will not disclose any such personal information to third parties except to: (A) its affiliated companies (e.g., subsidiaries and other companies owned by or controlled by Coupons4Giving), who may only use the personal information for the purposes described in clause (i) above, (B) its service providers that provide services for it or in respect of the services it provides, including the distribution of emails, and (C) effect a merger, acquisition or other form of business combination or sale; to support the sale or transfer of business assets; to enforce Coupons4Giving's rights or protect its property; to protect the rights, property or safety of others; investigate fraud; respond to a government request; or as needed to support auditing, compliance, and corporate governance functions. Coupons4Giving may also disclose personal information to defend itself in litigation or a regulatory action, and when required or advised to do so by law, such as in response to a subpoena, or similar legal process, including to law enforcement agencies, regulators and courts in Canada and other countries where Coupons4Giving may operate. For the avoidance of doubt, Coupons4Giving will be entitled to retain the personal information of purchasers of Coupons in accordance with the terms of use agreed to by such purchasers at the time of purchase.

4. Payments and Use of Funds

- (a) No Fee Payable by NPO. No fee or other remuneration is payable by NPO to Coupons4Giving or any Merchant pursuant to this Agreement. Coupons4Giving hereby discloses to NPO, and NPO acknowledges, that Coupons4Giving will receive fees from Merchants for the marketing and promotion services provided to Merchants pursuant to the Merchant Service Agreements. NPO agrees that it has entered into this Agreement for valuable consideration and that this is a legally binding and enforceable agreement between NPO and Coupons4Giving in accordance with its terms.
- (b) Donation to NPO. NPO acknowledges and agrees that the giving of a Donation is a voluntary decision and act on the part of a Merchant, that the portion of the Deal Price that shall comprise a Donation is a matter to be determined by the Merchant and that the amount of such portion is not negotiated by Coupons4Giving on NPO's behalf. Once determined by a Merchant, the portion of the Deal Price that shall comprise a Donation shall be the amount as agreed between the Merchant and Coupons4Giving. Coupons4Giving agrees with NPO that it shall remit to NPO, on Merchants' behalf, all Donations which Merchants have agreed to make to NPO pursuant to such Merchants' respective agreements with Coupons4Giving, in accordance with and subject to the terms and conditions of such Merchant Service Agreements (which terms and conditions include provisions relating to refunds, and NPO acknowledges and agrees that if a refund is provided to a purchaser of a Coupon, the portion of the Deal Price that NPO would otherwise have been entitled to receive as a Donation in relation to that purchase shall not be payable to NPO). Coupons4Giving agrees to provide such remittance to NPO within thirty (30) business days after the end of each calendar month during the applicable Fundraising Period. Unless otherwise stated in the Campaign Creation Form or otherwise agreed between Coupons4Giving and NPO, such remittances will be paid by cheque and sent by mail or electronic transfer. NPO shall maintain such records relating to Donations that it receives pursuant to this Section, account for same and report and provide information relating to same as required by applicable laws, and NPO agrees that it, and not Coupons4Giving or any Merchant, shall be solely responsible for such obligations of

NPO. NPO acknowledges and agrees that it shall not be entitled to any interest on any Donation prior to its receipt of same.

5. 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 will comply with all applicable laws in connection with its participation in the Program and otherwise in connection with this Agreement.
- (b) NPO. NPO additionally represents, warrants and covenants that: (a) all information provided by it in the Campaign Creation Form is true and correct; (b) NPO owns all right, title and interest in, or has a valid license in respect of, the NPO Content, NPO has the right to grant the licenses in the NPO Content stated in this Agreement and the NPO 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) the distribution of emails and other Deal Creatives by it pursuant to Section 3(b) shall comply with all applicable laws including laws relating to charitable solicitation and fundraising, privacy and electronic communications; and (d) all funds received by it through its participation in the Program shall be used solely and entirely for lawful purposes. In addition, and notwithstanding any information contained in the Campaign Creation Form or that may otherwise come to the attention of Coupons4Giving, NPO shall have sole responsibility and liability for and in respect of any use of such funds by NPO and for determining what may or may not be a proper or permissible use of such funds, including pursuant to applicable laws including the *Income Tax Act* (Canada), if applicable, and any applicable laws relating to charitable solicitations or fundraising.

(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. COUPONS4GIVING DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE COUPONS4GIVING WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT COUPONS WILL RESULT IN ANY REVENUE OR PROFIT FOR MERCHANT OR ANY DONATIONS TO NPO.

6. 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 NPO OR ANY THIRD PARTY FOR ANY ACT OR OMISSION OF ANY MERCHANT. COUPONS4GIVING' MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE SUM OF \$1,000. 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.

7. Term

- (a) 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 NPO at any time prior to the first Fundraising Period in respect of which it is intended that NPO receive a Donation from a Merchant pursuant to its participation in the Program pursuant to this Agreement.
- (b) 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(c), 3(d), 3(e), 4(b), 5, 6, 7(b) and 8.

8. 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 NPO as confidential. The Deal, Deal Price, Offer Period and Fundraising Periods are also to be treated by NPO as confidential until the Deal has been publicly promoted by Coupons4Giving. NPO agrees not to disclose any such confidential information to any third party, other than to its employees, members or volunteers on a need-to-know basis, to its legal, tax and accounting advisors who are bound by a duty of confidentiality, or as required by applicable laws.
- (c) Coupons4Giving IP. NPO 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**"). NPO 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. NPO shall not prepare any derivative work based on the Coupons4Giving IP. NPO shall not translate, reverse engineer, decompile or disassemble the Coupons4Giving IP. NPO agrees that NPO has no ownership or other rights in any lists of purchasers of Coupons maintained by Coupons4Giving or any Merchants and that Coupons4Giving and/or such Merchants may use such lists for any and all lawful purposes as may be agreed between Coupons4Giving and such Merchants 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, trust or fiduciary 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. NPO agrees that all rights, entitlements and other interests (including licenses) granted by NPO or stated by NPO to be in favour of Merchants in this Agreement shall enure to the benefit of each such Merchant, and be enforceable by each such Merchant directly against NPO, as though such Merchant were a party to this Agreement.
- (f) Entire Agreement. Coupons4Giving reserves the right at all times to discontinue or modify any part of this Agreement as it deems necessary or desirable. If Coupons4Giving makes changes that materially affect use of the Site by NPO or services (as determined by Coupons4Giving in its sole discretion) Coupons4Giving will notify NPO by sending an e-mail to the e-mail address that is registered with NPO's account and/or by posting notice of the change on the Site. Any changes to this Agreement will be effective upon the earlier of Coupons4Giving's dispatch of an e-mail notice to NPO or posting of notice of the changes on the Site; provided that, these changes will not apply to Coupons purchased prior to the effective date of such changes. These changes will be effective immediately for new users of the Site and for all Coupons purchased after the effective date of the change. Coupons4Giving suggests that NPOs revisit this Agreement from time to time to ensure that NPOs stay informed of any such notifications of changes to the Site. Use of the Site after any update of this Agreement will constitute acceptance of the modified Agreement
- (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 NPO at the address, fax number or email address specified in the Campaign Creation Form; (ii) to Coupons4Giving at Suite 1400, 8000 Wentworth Drive, S.W., Calgary, AB T3H 5K9, [MS1] 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. NPO may not assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without Coupons4Giving's 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.

This Agreement was last updated on December 3 , 2013.

[End of Standard Terms and Conditions]
