

TOPCOIN NETWORK MERCHANT PARTNER AGREEMENT

This agreement (the “Agreement”), effective as of the Effective Date (as set forth at the end of this Agreement), by and between TL Systems, LLC (“TL Systems”) and DN Resale/Page Howe (“Merchant Partner”) will serve to govern Merchant Partner’s participation in the TL Systems Merchant Partner Program.

Whereas, TL Systems created and operates a Merchant Partner Platform that utilizes Topcoin Tokens (“TPC Tokens”) as a utility token to be utilized by Merchant Partners as customer incentives for redemption and promotional efforts,

Whereas, Merchant Partner wishes to sign on and utilize Merchant Partner Platform and TPC Tokens in its promotional and customer acquisition efforts,

Therefore:

1. RESPONSIBILITIES OF MERCHANT PARTNER.

- a. Merchant Partner will undertake certain activities for the purpose of promoting and encouraging its customers to apply for and to use the TL Systems services, and will refer customer leads to TL Systems.
- b. Merchant Partner agrees not to send unsolicited electronic messages to numerous unrelated recipients (“Spamming”) in order to promote the TL Systems services hereunder, or otherwise to engage in any other form of mass electronic communications prohibited by law in connection with activities contemplated by this Agreement. Merchant Partner further agrees to make no unauthorized use of the TL Systems logo, trademark or any links referring to TL Systems not expressly permitted by the grant of the license hereunder.
- c. Merchant Partner hereby grants TL Systems a no-cost, limited, non-exclusive, non-transferable, revocable right to use the Merchant Partner logo and electronic facsimiles thereof, and any associated materials, language or code for the sole purpose of generating co-branded, mutually acceptable content. Merchant Partner reserves all rights in and to such logo and related materials.

2. RESPONSIBILITIES OF TL SYSTEMS.

- a. TL Systems hereby grants Merchant Partner a no-cost, limited, non-exclusive, non-transferable, revocable right to use the TL Systems logo and electronic facsimiles thereof, and any associated materials, language or code for the sole purpose of promoting the TL Systems Platform and Token and generating market activity for the TL Systems Platform hereunder. TL Systems reserves all rights in and to such logo and related materials.
- b. TL Systems is to allow Merchant Partner to freely distribute and utilize Merchant Assigned Tokens and to create its own redemption rules by which customers can obtain and redeem Tokens.

3. TERM.

The initial term of this Agreement will be twenty-four (24) months, and will automatically be extended thereafter for successive twelve (12) month terms. Either party may terminate this Agreement at any time with prior thirty (30) days written notice to the other party.

4. FEES AND REQUIREMENT TO BEGIN MERCHANT PARTNER PROGRAM.

TL Systems grants non-exclusive license to Merchant Partner to join and use TL Systems Merchant Platform in exchange for an annual license fee. Under this agreement, Merchant Partner and TL Systems have agreed to remove annual license fee to be paid by Merchant Partner and TL Systems will provide an incentive to Merchant Partner to join the Partner Network. ("Promotional Offer"). Promotional offer will consist of Tokens and structure and payment terms of said promotion is listed in **Schedule A**.

5. ASSIGNMENT.

This Agreement is between Merchant Partner and TL Systems, and TL Systems has entered into this Agreement and granted the License to Merchant Partner after an evaluation of impactfulness and experience. Merchant Partner may not assign, sub-license or transfer this Agreement or License in whole or in part, whether by agreement, merger, reorganization or the sale of all or substantially all of the stock, equity or control of Merchant Partner, and Merchant Partner will not allow any other person or entity to use the License for any reason, without first obtaining the prior written consent of **TL Systems**, which consent may be granted or withheld in **TL System's** sole and absolute discretion. Any purported assignment or delegation without the required consent shall be null and void and of no legal force or effect.

6. CONFIDENTIALITY.

Each party for itself, its agents, employees and representatives agree that it will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law. The terms and conditions of this Agreement shall be considered confidential or proprietary information under this paragraph. Neither party shall use the other party's name in marketing materials including, but not limited to press releases, without the prior written consent of the other party. The obligations of confidentiality and indemnification stated herein shall survive the termination of any applicable License or Agreement.

7. NO WAIVER.

The failure of either party at any time to enforce any right or remedy available to it under the Agreement or under any other document or instrument executed in connection herewith or therewith shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by either party.

8. DISCLAIMER OF WARRANTY.

TL SYSTEMS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND TL SYSTEMS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS CONFIDENTIAL FOR A PARTICULAR PURPOSE,

AVAILABILITY, SECURITY, TITLE, AND/OR NON-INFRINGEMENT OF THE SUBJECT MATTER OF THIS AGREEMENT.

9. LIMITATION OF LIABILITY.

NEITHER TL SYSTEMS NOR ANY OFFICER, EMPLOYEE, DIRECTOR, MERCHANT PARTNER OR OTHER REPRESENTATIVE SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO MERCHANT PARTNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH SUBJECT MATTER OF THIS AGREEMENT, WHETHER BASED ON BREACH OF AGREEMENT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE), OR ANY OTHER PECUNIARY LOSS, WHETHER OR NOT TL SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL TL SYSTEMS BE LIABLE TO YOU FOR ANY AMOUNT.

10. NOTICES.

All notices and demands hereunder shall be in writing and shall be served by personal service by mail at the address of the receiving party set forth below (or at such different address as maybe designated by such party by written notice to the other party). All Notices and other communications hereunder shall be in writing and shall be deemed to have been duly given as of the date of confirmed delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the attention of:

TO: TL Systems, LLC

40 E. Chicago Ave

Suite 165

Chicago, IL 60611

ATTN: Legal Department

Telephone: (312)583.1044

Electronic: legal@topcoin.com

TO: DN Resale/Page Howe

7083 Hollywood Blvd.

Los Angeles, 92008

Telephone: (931)233.1098

Electronic: dnresale@gmail.com

11. RELATIONSHIP OF THE PARTIES.

The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venture or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and

taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, TL Systems shall not be responsible for any costs and expenses arising from Merchant Partner's performance of its duties and obligations pursuant to this Agreement.

12. REPRESENTATIONS.

Both parties represent and warrant to the other: (1) that it is a duly organized and existing legal entity under the laws of its domicile, if Merchant Partner is a corporation or partnership; (2) that it has full authority to enter this Agreement; (3) that the execution and/or performance of this Agreement does not and will not violate or interfere with any other agreement by which such warranting party is bound; and (4) that the warranting party will not enter into any agreement whose execution/performance would violate or interfere with this Agreement.

13. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

14. GOVERNING LAW.

The Agreement and all documents and instruments executed in connection therewith or herewith shall be governed by and interpreted in accordance with the substantive laws of the State of Illinois without regard to principles of conflict of laws. The parties each agree that sole and exclusive jurisdiction and venue for any action or litigation arising from or relating to this Agreement shall be an appropriate court located in Cook County, Illinois.

15. MISCELLANEOUS.

This Agreement represents the entire agreement between Merchant Partner and TL Systems relating to the subject matter of this Agreement. Any amendment to this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date shown below:

TL Systems, LLC

DN Resale

By: _____

By: _____

Date: _____

Date: _____

Schedule A – Merchant Partner Fees and Incentives

Per this agreement, Merchant Partner is set to receive an incentive token distribution for joining the Merchant Partner Platform.

TPC Tokens will be distributed to Merchant Partner per the following schedule:

- 150,000 TPC Tokens will be distributed upon execution of this agreement
- an additional 150,000 TPC Tokens will be distributed 6 months after the original distribution takes place.

Merchant Partner is responsible for setting up an account on Merchant Platform where the tokens will be distributed.

In the event that the Agreement is terminated for any reason prior to second distribution taking place, TL Systems is not obligated to disburse second half of promotional offer of 150,000 TPC Tokens.