

CLIENT REWARD LINK AGREEMENT

This Client Agreement (this "*Agreement*") is entered into 08/23/2024 (the "*Effective Date*"), by and between NeoCurrency, a California limited liability company ("*NeoCurrency*"), located at 10501 Eastborne Ave, Los Angeles, CA 90024, and CY.SEND ("*Client*"), located at 7 Place du Rondeau, CH-1227, Carouge, Geneva 12345 Switzerland. NeoCurrency and Client are sometimes referred herein collectively as the "*Parties*" and individually as a "*Party*".

Whereas, NeoCurrency has expertise in the production, marketing, promotion, and selling of prepaid stored value products and related services, including, but not limited to digital reward links, content and subscription codes (collectively, "*Reward Links*"); and

Whereas, Client wishes to retain NeoCurrency's services in connection with the promotion and sale of Reward Links, pursuant to the terms stated herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the Parties and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows intending to be legally bound:

1. Services.

1. Client hereby retains NeoCurrency to produce and sell (collectively the "*Services*") the Reward Links for Client's program (the "*Program*"). Client's Program consists of Client offering NeoCurrency Reward Links to Client's customers, wherein Client customers can thereafter obtain products and services that are utilized as rewards ("*Rewards*").
2. In order to provide the Services, NeoCurrency will contract with partners and vendors who will provide products and services that are utilized as Rewards in the Program. Client wishes to engage NeoCurrency to find potential partners and vendors (collectively "*Partners*") and to negotiate with such Partners regarding the terms under which said Partners will (i) provide Rewards for the Program, (ii) assist NeoCurrency in completing the tasks associated with documenting the arrangement between NeoCurrency and the Partner, and (iii) perform certain administrative tasks associated with documenting Partner rewards.
3. NeoCurrency may provide Client specialized project-based services pertaining to Reward Links and/or services for marketing, technology or integrated programs (collectively "*Professional Services*"), as may be requested by Client from time to time. Said Professional Services shall be clearly identified in a mutually agreed upon Statement of Work ("*SOW*") executed by both NeoCurrency and Client. Payment for Professional Services shall be made as set forth in Section 4.4 of this Agreement.

YG

2. Reward Links.

1. Client may purchase reward links (i) through the NeoCurrency API, (ii) through the Reward Dashboard, or (iii) via a valid emailed purchase order. NeoCurrency will issue an invoice reflecting the Reward Links purchased and outstanding balance owed (each an *"Invoice"*). Each Invoice issued by NeoCurrency will be emailed to Client, or made available to Client through Client's Reward Dashboard. Invoices shall be paid as set forth in Section 3 of this Agreement.
2. Reward Links offered by NeoCurrency provide Client customers (*"each a Recipient"* and collectively *"Recipients"*) with the ability to access Client Rewards. Reward Links are delivered (i) via email by NeoCurrency to the email address provided by Client, or (ii) via email by NeoCurrency to Client for distribution to Recipients. The method of delivery of the Reward Links is determined by Client either through the NeoCurrency API, Reward Dashboard or a Purchase Order. Once the Reward Link has been delivered to the Recipient by NeoCurrency, or to Client by NeoCurrency for ultimate distribution to Recipient, the Reward Links are non-refundable.
3. Reward Links will expire on December 31 the year after the Reward Link was purchased. For the sake of clarity, and by way of example, if Rewards Links are Purchased by Client on June 1, 2022, said Reward Links expire on December 31, 2023. The ultimate distributor of the Reward Link to the Recipient shall inform Recipient of the applicable expiration date of the Reward Link. NeoCurrency may, in its sole discretion, re-activate a Reward Link after it has expired.
4. Client acknowledges and agrees that (i) the Rewards Links shall only be used in connection with a loyalty, incentive, research, employee, or promotional program; (ii) Client has no right to redeem such Reward Links itself; (iii) Client may resell such Reward Links to a third party with written NeoCurrency approval; and (iii) Client shall never be considered the owner of any Reward Links for any purpose. All unredeemed Reward Links remain the property of NeoCurrency.

3. Reward Dashboard.

Client may have access to the Reward Dashboard. The Reward Dashboard is an online portal wherein Client may access information relating to Client's purchased Reward Links, Invoices, and other information relating to this Agreement and Client's relationship with NeoCurrency. Client shall have one unique user name and password to access the Reward Dashboard. Client shall be responsible for maintaining the confidentiality and protecting its user name, password and related information regarding its Client Reward Dashboard. Client may designate additional authorized users (*"Additional Users"*) to access the Client Reward Dashboard, and

Y/G

Client is responsible for all purchases and actions taken by Additional Users within the Client Reward Dashboard. NeoCurrency shall maintain all records which are reasonably sufficient to enable the parties to verify the purchase and payment of Reward Links.

4. Payment

1. NeoCurrency shall invoice Client promptly upon receipt of a purchase order for digital goods and services. Each invoice shall detail the digital reward brand, quantity and denomination, as well as any additional collateral developed for the campaign. Client shall pay, via ACH bank transfer, bank wire or corporate check, all invoices from NeoCurrency immediately upon receipt of such invoice. Reward Links will be sent electronically to Client upon confirmation of payment.
2. For an API-based account or Reward Dashboard ordering account, client shall fund a prepaid account with NeoCurrency via ACH bank transfer to J.P. MORGAN CHASE BANK ACCOUNT #339700517 with ROUTING NUMBER #322271627. Alternatively, funding can be through a corporate check mailed to NeoCurrency. Payment will be debited from the prepaid accounts described herein and Reward Links will be sent electronically to Client upon confirmation of payment.
3. In the event of a dispute over an Invoice the parties shall work in good faith to resolve said dispute.
4. Professional Services Invoices. NeoCurrency shall invoice Client consistent with the terms of a validly executed SOW for Professional Services. The SOW shall detail the Professional Services provided and the respective pricing for the same. Payment for Professional Services shall be made by Client within thirty (30) days of receipt of said Invoice.

5. Intellectual Property.

1. Rights Granted to Client. Upon full payment of NeoCurrency's invoices and those of authorized NeoCurrency-retained third-party vendors, Client will become the fully vested and authorized: (a) owner of all Client customized preliminary and final concepts, copy, drawings, artwork, specifications, visual presentations images, developed process, architecture and code; and (b) NeoCurrency will grant Client a non-exclusive, non-transferable, non-assignable, non-sublicensable, license to NeoCurrency's general, pre-existing or baseline concepts, copy, drawings, art work, specifications, visual presentations images, developed process, architecture and code; together with related and ancillary documents and materials prepared or procured by NeoCurrency for Client in the course of providing services set forth in this Agreement and particularly referring to Client and/or Client's products or services. Client will be solely

YG

responsible for the management of intellectual property rights vesting to it under this Agreement, and NeoCurrency will execute any documents reasonably requested by Client (including but not limited to copyright and/or trademark assignments) to memorialize Client's licensing thereof. The terms "materials" and "documents" are intended broadly, to include all tangible and/or reproducible embodiments of information, whatever their form, including but not limited to information stored on electronic or other non-paper media.

2. Rights Retained by NeoCurrency. NeoCurrency retains the right to refer generally to its agency relationship with Client, and to particular projects and deliverables on which NeoCurrency has worked for Client (consistent with the terms and conditions of the Mutual Confidentiality Agreement), for the purpose of marketing NeoCurrency's products and services to other prospective clients. NeoCurrency also retains the right to use (other than specific references to or trademarks of Client, its products or services) any general, pre-existing or baseline concepts, copy, drawings, artwork, specifications, visual presentations, images, developed process, architecture and code, together with related and ancillary documents and materials prepared or procured by NeoCurrency not otherwise uniquely customized for Client's use.
3. Patentable Subject Matter. Unless otherwise provided for in this Agreement or in a SOW, NeoCurrency retains all intellectual property rights in any and all patentable or potentially patentable developments, inventions, processes and improvements (other than those relating specifically and exclusively to Client, its products or services) which NeoCurrency may incidentally create or acquire in the course of providing Services and/or Professional Services under this Agreement. During the "Term" (as defined herein below) of this Agreement, NeoCurrency will minimally grant Client a perpetual, royalty-free, non-exclusive license to use any such patentable subject matter, developed in the course of providing services under this Agreement, in connection with the Client product(s) or service(s) for which it was developed, and grant further rights as may be specified in writing. NeoCurrency will be solely responsible for the management of intellectual property rights accruing to it, and Client will execute (at NeoCurrency's expense) any documents reasonably requested by NeoCurrency (including but not limited to patent assignments) to memorialize NeoCurrency's ownership thereof.
4. Trademarks. Client represents and warrants that it has all requisite rights (including but not limited to copyrights) in and to the trademarks, trade names and trade dress (collectively "Trademarks") relating to Client's products and services and, subject to Client's pre-approval, prior to publication, NeoCurrency's proposed uses of the Trademarks. Client grants to NeoCurrency

a royalty-free, nonexclusive license to use such Trademarks during the Term, but only for the purposes set forth in this Agreement and its Schedules. Nothing herein is intended to give NeoCurrency any other rights or interests of any kind in Client's Trademarks.

6. Confidentiality.

Client hereby acknowledges that this Agreement creates a confidential relationship between NeoCurrency and Client. That confidential relationship is the basis on which NeoCurrency has disclosed or may in the future disclose its proprietary, commercially valuable information and / or trade secrets pertaining to the services provided in this Agreement, and shall include information that NeoCurrency has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential, including this Agreement (collectively "Confidential Information"). NeoCurrency may also, consistent with the terms of any Confidentiality or Non-Disclosure Agreements, disclose to Client Confidential Information disclosed to NeoCurrency in confidence by a third party. Client shall hold all Confidential Information and trade secrets of NeoCurrency, the confidential information of third parties, and all intellectual property disclosed by NeoCurrency pursuant to this Agreement in strict confidence, and shall neither disclose the same to any third party nor use it for purposes other than providing services under this Agreement, without the prior written consent of NeoCurrency. Client shall not, without the express written consent of NeoCurrency, disclose any information relative to or derived from this Agreement including, information concerning the intended use of the goods and/or services provided under this Agreement. However, Client may disclose such information to its attorneys, accountants and professional advisors as may be reasonably necessary to enforce its rights under this Agreement. These confidentiality obligations will not apply to information that (i) is or becomes generally available to the public as a matter of record other than as a result of a breach of this Agreement by Client, (ii) was known to Client prior to disclosure by NeoCurrency, (iii) was disclosed to Client by a third party which, to the best of NeoCurrency's knowledge, was not under an obligation of confidentiality to NeoCurrency, or (iv) is required to be disclosed pursuant to applicable law, court order or subpoena. Client shall safeguard all materials, whether written or otherwise, which NeoCurrency supplies to it and shall not, without NeoCurrency's prior written consent, copy, duplicate or share such materials with any third party.

7. Term and Termination of Agreement; Cancellation of Agreement.

1. Term. The term of this Agreement begins as of the Effective Date and continues in effect for a period of one (1) year (the "Initial Term") unless otherwise agreed to in writing by the parties, or unless terminated in accordance with the provisions hereof. This Agreement shall automatically renew for subsequent one (1) year terms (each referred to as a "Renewal Term") upon the expiration of the

immediately preceding term unless either Party hereto gives written notice of termination to the other Party at least thirty (30) days prior to the expiration of the then current term or unless one of the terminations set forth in paragraph 7.2 (a), (b) or (c) has been effectuated. Notwithstanding the foregoing, the terms and conditions of this Agreement will continue in effect until all obligations under this Agreement are fully performed. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term".

2. Termination. This Agreement may be terminated before its scheduled expiration date only as follows:
 - a. Either Party may terminate this Agreement in the event of the other Party's material nonperformance or other breach hereof, which nonperformance or breach remains uncured for 30 days subsequent to the date of a notice of said breach. Termination in such case will be effective immediately following the 30-day notice period unless another time is set forth therein or agreed upon by the Parties.
 - b. Either Party may terminate this Agreement, for any reason or no reason, on at least 90 days' advanced written notice to the other Party. Termination in such case will be effective on the date stated in the notice.
 - c. Termination of this Agreement shall also terminate all Project Agreements implemented and executed hereunder, as of the effective date of termination, unless the Parties agree otherwise in writing.
3. Survival. Sections 5, 6, 7, 8, 9 and 10, and any section that by its nature survives termination shall survive termination of this Agreement.
8. Representations and Warranties.
 1. Each party represents and warrants that (i) it is authorized to enter into and fully perform its respective obligations under this Agreement and (ii) its execution of this Agreement, the performance of the terms of this Agreement and the performance of its obligations hereunder do not breach any separate agreement to which it is a party or by which it is bound.
 2. Each Party represents and warrants that it will comply with all applicable state or federal laws, rules, or regulations in effect during the Term of this Agreement, as may be enacted or amended from time to time, including without limitation, laws relating to data protection and privacy, and those regulations applicable to the marketing, promotion, sale, distribution, authorization and usage of Reward Links.
9. Indemnification.

1. NeoCurrency. NeoCurrency will indemnify and defend Client, its officers, directors, shareholders, employees, agents, affiliates, successors and assigns against all claims, actions, liabilities, costs and expenses (including reasonable attorney's fees) arising or claimed to arise from infringement of copyright or other intellectual property right of a third party, provided however, Client must provide NeoCurrency with prompt notice of any actual or potential third party claim, and agree to allow NeoCurrency, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of any such third party claim.
2. Client. Client will indemnify and defend NeoCurrency, its officers, directors, shareholders, employees, agents, affiliates, successors and assigns against all claims, actions, liabilities, costs and expenses (including reasonable attorney's fees) arising or claimed to arise out of (i) any action taken or omitted by Client in connection with the manufacture, distribution or sale of Client's products and services; (ii) acts or omissions with respect to Client's specific undertakings relating to this Agreement and any Project Agreements; or (iii) the dissemination of any information supplied by Client in connection with this Agreement, including but not limited to claims involving allegations that Client's products or services are or were defective, negligently manufactured or designed, or provided in breach of an express or implied warranty, or that any information furnished to NeoCurrency by Client concerning Client's organization, products, services, industry, or competitive products and services is false, misleading or defamatory, or violates any person's intellectual property rights or is otherwise improper.

10. Non-Circumvention.

REMOVED

11. Independent Contractor Relationship.

NeoCurrency is an independent contractor of Client. Nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between Client and any employee, agent, partner, contractor or affiliate of NeoCurrency, nor to constitute the Parties are one another's partners or joint venturers.

12. Miscellaneous Matters.

1. Notices. Notices required or permitted under this Agreement must be in writing and directed to the following addresses, or to such other address(es) as a Party may hereafter specify by notice given as herein provided:

YG

Notice to NeoCurrency:

NeoCurrency

Geoff Miller, CEO

10501 Eastborne Ave

Los Angeles, CA 90024

With Copy to:

The Law Offices of Melissa K. Dagodag

Melissa K. Dagodag, Esq.

468 North Camden Drive, 2nd Floor

Beverly Hills, CA 90210

2. Attorney's Fees. REMOVED
3. Applicable Law. This Agreement will be construed and enforced according to the laws of the State of California, without giving effect to its conflict of laws principles. Any legal action hereunder must be brought in the State or Federal courts in Los Angeles, California, and each Party hereby waives any objections to personal jurisdiction or to venue in such courts.
4. Limitation of Remedy. EXCEPT FOR EACH CLIENT'S REPSECTIVE INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 9, AND NON-CIRCUMVENTION OBLIGATIONS AS SET FORTH IN SECTION 10, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, NEGLIGENCE OR TORT) INCLUDING DAMAGES FOR, LOSS OF DATA, BUSINESS INTERRUPTIONS, THE COST OF ADDRESSING RECIPIENT COMPLAINTS, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES. FURTHERMORE, THE LIABILITY OF NEOCURRENCY FOR ANY AND ALL FORMS OF DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE FEES THAT HAVE BEEN PAID BY CLIENT TO NEOCURRENCY IN THE SIX (6) MONTHS PRIOR TO THE DATE UPON WHICH A CLAIM HAS ARISEN. The parties agree that these limitations represent a reasonable allocation of the risk given the circumstances.

YG

5. Binding Effect. This Agreement will inure to the benefit of and be binding upon the successors, assigns and affiliates of the Parties including but not limited to parent, subsidiary or other affiliated entities. Either Party may assign any rights which it has under this Agreement, but no such assignment will entitle the assigning Party to delegate its performance nor otherwise relieve the assigning Party from any obligation hereunder. This Agreement is not intended to benefit any third party.
6. NeoCurrency Privacy Policy & Terms of Use. This Agreement and the Services offered hereunder are subject to NeoCurrency's Privacy Policy and Terms of Use, as may be updated from time to time, which by this reference are incorporated herein.
7. Regulatory Authorities. If any regulatory authority having jurisdiction over the Reward Links or Services provided hereunder either (i) determines, at any time, that provision of Reward Links or Services offered NeoCurrency, or the Client Program are unlawful, or (ii) there are changes to any regulation or law which materially affects the Rewards Links, Services, or Client Program (collectively a "Regulatory Determination") then NeoCurrency and Client shall work together in good faith to determine if the Reward Links and Services can continue to be offered to the Client for its Program. In the event a Regulatory Determination cannot be overcome or resolved, either party may terminate the Agreement upon written notice to the other party.
8. Amendments. This Agreement may be amended or modified only by a written instrument signed by both parties, and this requirement of a written instrument cannot be waived by any course of conduct.
9. Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, constitute the entire agreement of the parties, and supersedes all prior agreements, representations, communications and negotiations (written or oral) between the parties. There are no other agreements between the parties. Neither Party is relying upon any representations other than the representations made in this Agreement and the Schedules and Exhibits hereto. Notwithstanding the foregoing, if NeoCurrency and Client entered into a non-disclosure agreement prior to this Agreement, the non-disclosure agreement shall survive this Agreement and remain in full force and effect, unless the parties designate otherwise in writing.
10. Severability. In the event any provision of the Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect and be enforced to the greatest extent permitted by law.

11. Counterparts. The Agreement may be executed in counterparts and each counterpart shall be deemed an original hereof. This Agreement may be executed by signature transmitted by facsimile or PDF and such signature shall be deemed an original signature to this Agreement.
12. Electronic Signature. Each Party agrees that the electronic signatures, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Each Party further agrees that the individual delivering the electronic signature is authorized to do so and has authority to bind the Party for which it is executing the document to the terms and conditions of the Agreement. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

IN TESTIMONY WHEREOF, the parties have executed this Agreement on the respective dates stated below, to take effect as of the Effective Date.

[Download](#)

Please read to the end to accept and continue.



CY.TALK