ABENITY RESELLER AGREEMENT
(the "Agreement")

This Agreement is made between Abenity Inc., a corporation organized and existing under the laws of the State of Tennessee, having its principal place of business at 725 Cool Springs Blvd Suite 600, Franklin, Tennessee 37067 (referred to as "Abenity") and _____, a corporation organized and existing under the laws of the State of _____, having its principal place of business at _____ (referred to as "Reseller") on the _____ day of _____, 20__ (the "Effective Date") Either party may be referred to herein as "Party" and collectively as "Parties".

In consideration of the mutual covenants contained below, Abenity and Reseller agree as follows:

Section I. Appointment of Reseller

Abenity hosts and manages Perks Programs for participating organizations at *www.abenity.com*. Abenity's web and mobile applications are branded individually for participating organizations and provide the members of participating organizations with private access to consumer discounts and giveaways as a benefit. The services being offered by Abenity shall be referred to as the "Abenity Program." Abenity appoints Reseller as an independent contractor to offer the Abenity Program, subject to the terms, conditions, and covenants set forth in this Agreement. The Reseller accepts such appointment and agrees to comply with the terms and to perform all conditions as set forth in this Agreement.

Section II. Sales Territory

Reseller shall have the right to offer for sale and sell the Abenity Program to customers within the United States of America. There is no exclusive sales territory being provided to Reseller.

Section III. Definition of Reseller

Reseller: A Reseller is authorized to resell the Abenity Program at a wholesale rate to qualified participating organizations ("Reseller Participating Organization") by (a) directly billing Reseller Participating Organizations with the intent to offer a monthly discount to Reseller Participating Organizations off Abenity's public subscription rates, (b) fully covering the monthly Abenity Program subscription rate on behalf of a Reseller Participating Organization or (c) directly billing Reseller Participating Organizations to generate recurring revenue for the Reseller by marking up the wholesale rate billed to Reseller for the Abenity Program.

1. Reseller must bill and collect or must pay outright all Abenity Program subscription fees from all of Reseller's Participating Organizations.

2. Abenity will invoice Reseller a wholesale rate for each of their Reseller Participating Organizations. Reseller wholesale rates are available for review on EXHIBIT A of this Agreement.

3. Abenity reserves the exclusive right, without any consent from Reseller, to change the amount of its monthly wholesale or retail subscription fees for all or any Reseller Participating Organizations so long as Reseller is notified in writing of any such changes.

4. If this Agreement is terminated, Reseller shall no longer be entitled to receive Abenity's wholesale rates.

5. Upon termination of this Agreement, Reseller's access to the Abenity Program shall cease and all affected Reseller Participating Organizations may reinstate the terminated Abenity Program directly with Abenity through a separate Agreement.

6. Reseller must alert Abenity immediately if a Reseller Participating Organization terminates their active relationship with Reseller. Upon Abenity's request, Reseller must provide Abenity with an active Reseller of Record letter or other proof that each Reseller Participating Organization remains in an active relationship with Reseller.

Section IV. Abenity Store Commissions

Resellers are eligible to receive commissions from Abenity on every purchase made by the Reseller Participating Organization's registered members within the respective Abenity Store and as defined in the attached Abenity Store Commission Addendum (the "Commission Addendum").

To receive Abenity Store Commissions, Reseller must sign the Commission Addendum in addition to this Agreement. In the event that a Reseller Participating Organization terminates their Abenity Program or terminates their active relationship with Reseller, Abenity Reseller Commissions will also terminate on the Reseller Participating Organization's termination date.

Section V. Acceptance of Sales

(a) All sales are subject to final acceptance by Abenity. Abenity retains the absolute right to reject any sale within its sole discretion, without cause, for whatever reason it may deem appropriate without obligation to Reseller for any commissions or loss sale revenues. Reseller shall have no authority to accept any sale on behalf of Abenity.

(b) All sales accepted by Abenity shall be subject to Abenity's standard terms and conditions of sale, as set forth on *www.abenity.com*. Abenity has the sole authority to change any of its terms or conditions at any time.

(c) Reseller shall make no settlement, concessions or collections on any accounts owed to Abenity, unless authorized in writing by Abenity. The authority of Reseller is strictly limited to the solicitation of sales for Abenity as set forth in this Agreement.

Section VI. Advertising and Promotion

Reseller shall not use Abenity's name or logos on any stationery, documents, or advertising without prior written consent of Abenity. In the event of termination of this Agreement, Reseller shall immediately return all advertising and promotional material for the Abenity Program to Abenity.

Upon request, Abenity will create and provide Reseller with a branded marketing page for their agency, including lead generation functionality and a marketing flyer. (A sample marketing landing page is available to review at http://www.abenity.com/agency/McGrath)

Section VII. Reseller's Responsibilities

(a) Reseller shall exert its best efforts to promote sales and marketing of Abenity Programs to all potential customers;

(b) Reseller shall furnish, as it develops, the following information to Abenity:

1. Competitive marketing problems and any current developments in Abenity's market realized or discovered by Reseller;

2. Information on poor credit risks of potential Reseller Participating Organizations;

3. Complaints, comments, and critical remarks from Reseller Participating Organizations and/or members.

(c) Reseller shall pay all of its own expenses and costs in connection with the solicitation of any sales under this Agreement.

Section VIII. Duration

(a) This Agreement shall become effective on the Effective Date and shall remain in effect until terminated as provided in this Agreement.

(b) This Agreement may be terminated by written notice of either of the Parties to the other Party of an intention to terminate the Agreement. Any such written notice shall serve automatically to terminate this Agreement ten (10) days after the date such notice is sent to the other party via certified or registered mail.

(c) This Agreement may be terminated immediately by either of the Parties for breach of this Agreement, its attachments, or any other agreement referred to herein.

Section IX. Assignment

This Agreement is personal to the parties to this Agreement and may not be assigned by Reseller, in whole or in part, without the prior written consent of Abenity.

Section X. Reseller's Authority

Reseller shall have no right or authority, either express or implied, to assume or create, on behalf of Abenity, any obligation or responsibility.

Section XI. Indemnification

Reseller agrees to defend, indemnify, and hold harmless Abenity and its employees, contractors, vendors, corporate partners, managers, officers, shareholders, agents and directors from all liabilities, claims, losses, damages, obligations, costs, and expenses, including attorney's fees, that arise from or relate to Reseller's negligent act or omission, or that of anyone employed or contracted by Reseller for whose acts Reseller may be liable. This defense and indemnification obligation will survive Reseller's involvement with Abenity. Abenity reserves the right, in its sole discretion, to assume the exclusive defense and control of any claim for which Abenity or any of its indemnitees listed above are entitled to indemnification hereunder. In such event, Reseller shall pay all fees and costs for such defense and shall provide Abenity with such cooperation at no charge as is reasonably requested to assert any available defenses.

THE ABENITY PROGRAM, ITS CONTENT, AND ANY MERCHANDISE CONTAINED THEREIN ARE PRESENTED "AS IS." NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY ABENITY, ITS AGENTS, AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS. TO THE FULL EXTENT PERMISSIBLE BY FEDERAL, STATE AND LOCAL LAW, ABENITY DISCLAIMS ALL WARRANTIES. ABENITY IS NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY INJURY, LOSS, CLAIM, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, ARISING FROM THE USE OF THE ABENITY APPS.

Section XII. Modification

This Agreement may be modified only by a written amendment executed by each of the parties to this Agreement.

Section XIII. Covenant Not To Compete.

During the term of this Agreement and for a period of three (3) years thereafter, Reseller shall not directly or indirectly, for Reseller's own benefit or for or with any person, firm, or corporation whatsoever other than Abenity, engage in any business similar to what is presently conducted by Abenity within the United States. The parties agree that the terms of this Covenant Not to Compete are fair and that the duration and scope of territory covered by this Covenant Not to Compete are reasonable.

Section XIV. Arbitration and Jurisdiction

The Parties expressly agree to submit any controversy to binding arbitration with the American Arbitration Association. Any controversy or claim between the Parties arising out of or relating to this Agreement or Reseller's involvement in the Abenity Program, including but not limited to the use of the Abenity site or apps, shall be submitted to binding arbitration with the American Arbitration Association. The parties expressly agree that this arbitration provision and the terms and conditions set forth herein are to be governed by the Federal Arbitration Act ("FAA").

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflicts of law provisions. Parties hereby submits, as evidenced by signing this Agreement, to the exclusive jurisdiction of the courts of Williamson County, Tennessee, for purposes of any and all litigation arising out of or relating to this Agreement or the Reseller's involvement in the Abenity Program. The Reseller waives any objections to the forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional ground.

Should any provision in these terms and conditions be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

The language of these terms and conditions shall be construed as a whole according to its fair meaning and not strictly for or against either party. Each party specifically waives the application of the common law doctrine that agreements are to be construed against the party who drafted the agreement.

Section XV. Confidential Information.

All information of a confidential or proprietary nature received or obtained by either Party under or in connection with this Agreement shall be treated as confidential by the receiving party and shall not be disclosed by the receiving party to any third party or used by the receiving party except: (i) to the extent necessary to fulfill the express purposes of this

Agreement; (ii) as required by law, or any regulatory or governmental authority. In the event the receiving party discloses confidential information to a third party in accordance with this paragraph, it shall ensure that the recipient is aware of the confidential nature of such information and shall be bound by the same restrictions on use and disclosure as the receiving party. The obligations and restrictions imposed by this clause shall continue in force for the duration of three (3) years following the termination of this Agreement.

SECTION XVI. Misc.

a) Counterparts**.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need be produced.

b) Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, and their heirs, successors and assigns.

c) Waivers**.** Except as herein expressly provided, no waiver by any party of any breach of this Agreement, or of any breach of a warranty or representation hereunder, shall be deemed to be a waiver by the same party of any other breach of any kind or nature (whether preceding or succeeding the first breach, and whether or not of the same or similar nature). No acceptance by a party of payment or performance after any such breach shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder (whether or not the party knows of the breach when it accepts such payment or performance).

d) Entire Agreement. Any agreement, addendum, appendix, exhibit, terms and conditions referred to in this Agreement, whether or not contained herein in its entirety is considered part of this Agreement. This Agreement is intended by the parties to be the final expression of their agreement and the complete and exclusive statement of the terms thereof, notwithstanding any representations or statements to the contrary heretofore made. This Agreement shall supersede any prior contractual arrangement entered into between Abenity and Reseller.

(Signatures on next page)

PARTIES HAVE READ AND REVIEWED THESE TERMS AND CONDITIONS AND AGREE TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

Reseller:

_____
Reseller Business Name

_____
Authorized Reseller Signature

_____ DATE: _____
Name & Title

_____
Reseller Business Address

_____ _____ _____
City State Zip Code

Abenity Inc.:

_____ DATE: _____

By:_____

Abenity Inc.
725 Cool Springs Blvd. Suite 600 Franklin, TN 37067

EXHIBIT A: Client Subscription Wholesale Rates For Resellers

TIER 1: Reseller shall receive a ten percent (10%) discount on the published monthly retail fees for the applicable program level on the first twenty-five (1-25) active Reseller Participating Organization programs purchased by Reseller.

TIER 2: Reseller shall receive a fifteen percent (15%) discount on the published monthly retail fees for the applicable program level on the next twenty-five (26-50) active Reseller Participating Organization programs purchased by Reseller.

TIER 3: Reseller shall receive a twenty percent (20%) discount on the published monthly retail fees for the applicable program level beyond the fiftieth (51+) Reseller Participating Organization programs purchased by Reseller.

View current retail pricing plans based on program type at abenity.com/pricing.

Reseller:

Signature:_____ Date: _____

By: _____ Title: _____

Abenity, Inc.:

Signature:_____ Date: _____

By: _____ Title: _____

Abenity Store Commission Addendum
(the "Addendum")

This Addendum is in reference to the original _____ Agreement made between Abenity Inc., a corporation organized and existing under the laws of the State of Tennessee, having its principal place of business at 725 Cool Springs Blvd Suite 600, Franklin, Tennessee 37067 (referred to as "Abenity") and _____ (the "Reseller"), a corporation organized and existing under the laws of the State of _____, having its principal place of business at _____ on the _____ day of _____, 20__ (the "Agreement Effective Date").

The effective date of this Addendum is _____ (the "Addendum Effective Date").

In consideration of the mutual covenants set forth below, the sufficiency of which are hereby acknowledged, the Parties agree to the following additions to the Agreement:

The Abenity Store features many Family Entertainment and Travel related products that allow commissions to be paid to the Reseller as a result of eligible purchases. The Reseller can receive commissions from Abenity on qualified Abenity Store purchases. Resellers may view a list of currently eligible commissions at http://abty.co/ResellerCommissionGrid. Abenity Store Commissions are subject to the following terms and conditions:

1. Abenity Store Commissions can only be earned on Abenity Programs from non-terminated, active Participating Organizations of the Reseller (the "Reseller Participating Organization").

2. In the event that any Reseller ceases to pay their program fees, has an unresolved balance with Abenity that is more than thirty (30) days past due, or otherwise terminates their Abenity Program, then Abenity Store commissions to Reseller for Reseller Participating Organizations will also terminate.

3. Commissions can be changed by Abenity at any time without notice. Abenity Store commissions are subject to Abenity's Merchant Agreements and other factors.

4. Abenity agrees to provide by email a monthly sales report showing total commissions due for the previous thirty (30) day period.

5. Abenity will compensate Reseller for the previous month's commissions by the last day of the month. For example, commissions earned in January will be paid by the last day of February.

6. If the amount of Commission payable from any Reseller Participating Organization for any given month is less than $200.00, then Abenity may not pay that Commission until the payable Commission amount equals or exceeds $200.00

7. No Commission shall be paid on fraudulent sales, chargebacks, credits due to cancellations and refunds, and other non-commissionable events that are standard in the industry.

8. Reseller shall, within ten (10) days after receipt of the Commission, notify Abenity in writing of any protest(s) to the Commission calculations and/or Commission payment; the Commission calculations and/or payment shall be deemed accepted by Reseller upon expiration of the ten (10) day period.

9. Abenity shall be entitled to demand repayment of, or deduct from any Commission payment, any Commission amount paid in excess by Abenity to Reseller. For clarity, Commissions paid to Reseller and later found to be fraudulent, cancelled, refunded, subject to chargeback, or a non-commissionable transaction is considered a Commission paid in excess.

10. No Commission shall be due and payable unless the Abenity Store product is paid in full.

11. All sales are subject to final acceptance by Abenity. Abenity retains the absolute right to reject any sale within its sole discretion, without cause, for whatever reason it may deem appropriate without obligation to Reseller for any commissions or loss of margin sharing. Reseller shall have no authority to accept any sale on behalf of Abenity. All sales accepted by Abenity shall be subject to Abenity's standard terms and conditions of sale, as set forth on *www.abenity.com*. Abenity has the sole authority to change any of its terms or conditions.

12. Reseller shall not make a settlement or collection on any accounts owed to Abenity, unless authorized in writing by Abenity. The authority of Reseller is strictly limited to the solicitation of sales for Abenity as set forth in this Agreement.

PARTIES HAVE READ AND REVIEWED THESE TERMS AND CONDITIONS AND AGREE TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

Reseller:

Signature:_____ Date: _____

By: _____ Title: _____

Abenity, Inc.:

Signature:_____ Date: _____

By: _____ Title: _____