Abenity Merchant Agreement (the "Agreement")

Abenity, Inc., a Tennessee for profit S-Corp located at 725 Cool Springs Blvd, Suite 600, Franklin, TN 37067 ("Abenity"), desires to offer certain specified discounts, perks, and conveniences to Abenity members. You, as a "Participating Merchant," agree to provide such a discount, perk, or convenience on your products and/or services (the "Offer") to Abenity members in accordance with the following terms and conditions ("Terms and Conditions").

1. Abenity Services Provided

a. Abenity will publish Participating Merchant's Offer on https://abenity.com behind a private, member's only area for the employees and members of our corporate partners and associations ("Clients").
b. Participating Merchant grants Abenity the limited license to, in Abenity's sole and exclusive discretion, advertise Participating Merchant's Offer on any and all of Abenity's distribution channels (including but not limited to online, print, and e-mail) and Abenity's partner and/or affiliate branded platforms (distribution channels and branded platforms may be collectively referred to as "Sites"). Notwithstanding the foregoing, any such advertisements can only be redeemed via logging into https://abenity.com/.
c. The Participating Merchant's Offer in the collection of perks and discounts offered on Abenity Sites ("Abenity Discount Directory") will include all information provided by Participating Merchant to Abenity. All content provided by Participating Merchant must be approved by Abenity, in Abenity's sole and absolute discretion, prior to being published in the Abenity Discount Directory. Participating Merchant will be provided with a dedicated Offer page within the Abenity Discount Directory and may provide logos, banner images, and text for publication.
d. Abenity shall not be responsible for, nor liable to the Participating Merchant or any third party, for the content on the Participating Merchant's dedicated Offer page. Participating Merchant shall indemnify and hold Abenity harmless against any claims, actions, damages, losses or liabilities to the extent arising from infringement of any U.S. patent, copyright or other proprietary right resulting from Abenity's use of Participating Merchant's content.
e. Participating Merchant shall honor any and all discount Offers for all Abenity members who provide valid membership credentials for the duration of this Agreement. Approved Abenity membership credentials include the presentation of a printed coupon, showing the Abenity membership card, displaying an online coupon from a mobile device, using a promotion code or other online designator mutually agreed upon by Abenity and Participating Merchant, or presenting an Abenity system generated text message from a mobile device. In the event a Participating Merchant does not honor Participating Merchant's provided Offer to an Abenity member, and Abenity receives notice thereof, Abenity shall have the right, in its sole and absolute discretion, to remove the Participating Merchant's Offer from the Abenity Discount Directory without any further obligation to Participating Merchant.

f. Participating Merchant's discount Offer will be active in the Abenity Discount Directory until Participating Merchant contacts Abenity in writing with requested changes. Participating Merchant shall have the option to update Offers throughout the duration of this Agreement, so long as any and all such updates/changes are provided to and approved by Abenity in Abenity's sole discretion. Abenity approval of initial and amended Offers may take up to ten (10) business days. Abenity shall not be liable to Participating Merchant for any delays in publishing or amending the Offers. The approval or denial of any requested discount Offer will be within the sole and absolute discretion of Abenity. Abenity reserves the right to remove any published discount offer at any time for any reason.

g. Participating Merchant may discontinue Participating Merchant's listing in the Abenity Discount Directory at any time with thirty (30) days written notice to Abenity. Such written notice, and any other notices required herein, shall be sent to the following address:

Abenity, Inc.
725 Cool Springs Blvd., Suite 600
Franklin, TN 37067
ads@abenity.com

2. Term

This Agreement shall be effective as of the Participating Merchant's last date of signing or online indication of acceptance of these Terms and Conditions ("Effective Date"). The initial term for these Terms and Conditions shall be one (1) year from the Effective Date ("Initial Term"). Following the Initial Term, these Terms and Conditions shall automatically renew for succeeding terms of one (1) year ("Renewal Terms"), unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration of any Term. "Term" shall be defined as the Initial Term and all Renewal Terms.

3. Notice of Claims

Any legal claim made by an Abenity member, client or corporate partner to the Participating Merchant regarding Participating Merchant's Offer shall be immediately reported in writing to Abenity. Failure to promptly notify Abenity of a claim shall be an event of default by the Participating Merchant and Abenity may, in its sole discretion, elect to immediately remove Participating Merchant from any or all Abenity Sites.

4. Participating Merchant Representations

Participating Merchant represents and warrants to the best of its knowledge: (i) that it has all necessary right, power and authority to enter into these Terms and to fulfill its contractual obligations hereunder; (ii) that the information that it uploads, posts, e-mails, transmits, or

otherwise makes available to Abenity or on Abenity Sites, including without limitation content, trademarks, logos and screenshots, is accurate and free of third party encumbrances; (iii) that it has not breached any third party rights, including without limitation: intellectual property, publicity or privacy, consumer protection, tort and product liability rights; (iv) that it complies with all applicable security standards and is free from any viruses, including without limitation malware or Trojan horses; and (v) that it complies with all applicable laws, statutes, ordinances and regulations.

5. Disclaimer

IT IS EXPRESSLY UNDERSTOOD BETWEEN THE PARTIES THAT ABENITY DISCLAIMS ANY LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM ANY COMMUNICATION OF INFORMATION BY ABENITY CONCERNING THE PRODUCTS, SERVICES OR DISCOUNTS BEING OFFERED BY THE PARTICIPATING MERCHANT TO MEMBERS AND/OR CORPORATE PARTNERS.

6. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party and each party's employees, contractors, members, 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 (a) a party's gross negligence and willful misconduct in performing any of its obligations under these Terms, (b) a party's wrongful use of and access of the, Abenity Site or any services, information or products from the Site, (c) a party's violation of the rights of any third party, including but not limited to any copyright, property, or privacy right; or (d) any claim that one or more of a party's submission to the Site has caused damage to a third party, or (e) a party's violation or breach of any of these Terms and Conditions, or a party's representations and warranties.

This defense and indemnification obligation shall survive this Agreement.. Abenity reserves the right, in its sole discretion, to assume the exclusive defense and control of any claim for which Abenity or any of the indemnitees listed above are entitled to indemnification hereunder. In such event, the Participating Merchant shall pay all fees and costs for such defense and shall provide Abenity with such cooperation at no charge as is reasonably requested by Abenity to assert any available defenses.

7. **B2B Services** (Optional Service)

For One Hundred and 00/100 Dollars ($100.00) per month, Participating Merchant has the option to participate in Abenity's recurring Business to Business Program ("B2B Services"), allowing Participating Merchant to provide offers to Abenity's Clients (e.g. businesses and associations). B2B Services are an optional and additional service that must be initiated by Participating Merchant. Email ads@abenity.com to receive further information on B2B Services. A separate Statement of Work ("SOW") shall be entered into between Abenity and Participating

Merchant to cover any and all terms, including payment obligations, not covered under this Agreement. Such SOW shall be incorporated herein by reference. Participating Merchant may terminate B2B Services by providing thirty (30) days prior written notice to Abenity.

8. Advertising Service (Optional Service)

Abenity also offers paid advertising services ("Ad Services") for Participating Merchants to advertise their offers through the Abenity programs to Abenity members, Clients, or both. Ad Services are an optional and additional service that must be initiated by Participating Merchant. Email ads@abenity.com to receive further information on Ad Services. A separate Statement of Work ("SOW") shall be entered into between Abenity and Participating Merchant to cover any and all terms, including payment obligations, not covered under this Agreement. Such SOW shall be incorporated herein by reference**.**

9. Governing Law and Venue

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. The Participating Merchant hereby submits to the exclusive jurisdiction of the courts of Williamson County, Tennessee, for purposes of any and all litigation related to this Agreement. The Participating Merchant waives any objections to the forum of Tennessee for lack of venue, forum non conveniens, or any other jurisdictional ground. In the event either side files legal action, the legal fees, expenses and costs of the prevailing party in the legal action shall be paid by the other party.

10. Force Majeure

Neither party will be liable for any failure or delay of performance under these Terms resulting from a force majeure event beyond the reasonable control of a party, including without limitation, natural disasters, pandemics, epidemics, mandated government shutdowns, acts of God, government regulations, war, terrorism, labor disputes and power failures.

11. Assignment

Neither Abenity nor Participating Merchant may assign this Agreement without prior written permission of the other party. Notwithstanding the foregoing, Participating Merchant's consent shall not be required for assignment or transfer made by Abenity (i) due to operation of law; (ii) due to an entity that acquires substantial amounts of Abenity's stock, assets, or business; or (iii) to a related entity (e.g. parent or subsidiary of parent).

12. Miscellaneous

This Agreement includes subservient Statements of Work (SOWs), schedules, addendums, amendments, exhibits, and other related ancillary documents referenced herein.

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.

Abenity reserves the right to make changes, amendments and additions to these Terms and Conditions at any time and all changes, amendments and additions so made shall be binding on Participating Merchant upon the Participating Merchant receiving written notice of any such changes.

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.

(Signatures on following page)

PARTIES HAVE READ AND REVIEWED THIS MERCHANT AGREEMENT AND AGREE TO THE TERMS SET OUT HEREIN FREELY, VOLUNTARILY, AND WITHOUT COERCION.

PARTICIPATING MERCHANT

Merchant Name:

Street Address:

City: State: Zip:

Authorized Signature:

Signor Name:

Signor Title:

Date:

ABENITY, INC.

By:

Name:

Title:

Date: