

STANDARD MERCHANT VOUCHER TERMS AND CONDITIONS

Merchant agrees to participate in Company's Merchant Voucher Program and such participation is governed by the Merchant Agreement, which includes these Standard Merchant Terms and Conditions (the "Standard Terms"). Terms used but not defined herein shall have the meanings given to such terms in the Merchant Agreement or the applicable Program Terms. Company reserves the right to change or modify these Standard Terms at any time, effective when posted at the same location that these Standard Terms are posted. Merchants should regularly visit www.ruelala.com/vendors and review these Standard Terms to ensure their activities conform to the most recent version.

1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth below.

"Affiliate" means an entity controlling, controlled by or under common control with another entity.

"Business Associate" means an entity (including any Affiliate) with which the Company, as the marketing portal, has a contractual co-branding, hosting or sales relationship pursuant to which the Company operates, hosts or contributes to a third-party web site directed in whole or in part to the retail sale of merchandise, services and/or experiences.

"Member" means a registered member of the Sale Site who purchases a Voucher through the Sale Site.

"Member Information" means all user and Member information (including, but not limited to, name, e-mail address, and Vouchers purchased) obtained in connection with sales of Vouchers to Members through the Sale Site.

"Payment Amount" means Total Sales less the Company Marketing Fee (as calculated in accordance with Exhibit A to the Merchant Agreement), which amount shall be remitted to Merchant by the Company in accordance with Section 3.

"Company" means Retail Convergence.com, LP or its Affiliates that Merchant will use to market, promote and offer Merchant's Vouchers.

"Sale Site(s)" means any Internet web site, mobile website, or mobile application owned, operated or controlled by the Company, its Affiliates or a Business Associate.

2. Obligations of the Parties.

(a) Voucher. Merchant shall be solely responsible for confirming that all terms and conditions applicable to the Offer and to be included on the Vouchers set forth on Exhibit A to the Merchant Agreement are complete, correct and in compliance with all applicable laws, and that the issuance of the Vouchers and all terms and conditions applicable to the issuance and use of the Vouchers and the goods, services, and/or experiences offered or provided in connection with the Vouchers are in compliance with all applicable laws.

(b) Merchant Content. Unless otherwise agreed to by the parties, Merchant shall produce and provide to the Company at Merchant's sole expense technical specifications, textual descriptions for and other information about the products, experiences and/or services contained therein to be offered in connection with the Vouchers ("Merchant Content"). Company shall have the right to approve or reject any Merchant Content in its reasonable discretion. With the prior consent of Merchant, the Company may modify the Merchant Content to satisfy the Company's reasonable marketing requirements.

(c) Vouchers.

(i) Merchant hereby authorizes the Company to offer, sell (on behalf of the Merchant), and distribute Vouchers in accordance with this Merchant Agreement, and the Company agrees to use commercially reasonable efforts to make Vouchers available for purchase on the Sale Site and to deliver Vouchers electronically to Members. The Company reserves the right to reject, revise, or discontinue publishing any Voucher.

(ii) Without limiting any other obligations set forth herein, Merchant agrees:

(A) Merchant is the seller of the goods, services, and/or experiences described in the Voucher.

(B) Vouchers shall not have dormancy, inactivity, service, or any other fees, and Merchant shall not impose any such fees or any other fees or charges unless expressly stated on the Voucher.

(C) Merchant shall comply with all applicable laws regarding the redemption of Vouchers after any expiration date written on such Vouchers. Without limiting the foregoing, Merchant acknowledges that applicable law may require Merchant to redeem Vouchers beyond the expiration date written thereon. Accordingly, notwithstanding any expiration date stated on any Voucher, Merchant agrees that for the time period required by applicable law, Merchant shall permit Members to (I) to redeem the Voucher for the product and/or services described thereon or (II) to redeem the Voucher to purchase the goods, services, and/or experiences from the Merchant in an amount up to the amount the Member paid for such Voucher.

(D) Merchant shall comply with all applicable laws regarding the redemption of Vouchers and/or partially redeemed Vouchers for credit or cash.

(d) Member Service. The Company and Merchant shall cooperate with each other in a reasonable manner to appropriately resolve any consumer complaints that may arise from the Vouchers. Each party shall, when necessary or appropriate, or when reasonably requested by other parties, undertake a factual investigation of consumer complaints arising out of the Vouchers and/or the goods, services, and/or experiences offered or provided in connection with the Vouchers. Any consumer complaints that principally concern the delivery of the Voucher shall be immediately forwarded to the Company; all other consumer complaints shall be immediately forwarded to Merchant.

(e) Product Recalls. In the event the Consumer Product Safety Commission or other federal, state or local agency (the "Commission") issues an order pursuant to any consumer protection law (hereinafter referred to as the "Act") requiring either The Company or Merchant to recall, replace, repair or make refunds with respect to all or part of any goods, services and/or experiences offered or provided in connection with any Voucher (a "Recall") or where Merchant determines that a Recall is warranted prior to or without regard to any proceeding or determination by the Commission, Merchant shall do so at its expense and assume all costs (including without limitation, reimbursements to the Company for its out-of-pocket expenses) and such Recall shall be effectuated in a manner determined by Merchant. For purposes of this Section, out-of-pocket expenses shall include any expense incurred by the Company relating to the Recall. Merchant shall promptly notify the Company of any recalls or threatened recalls of any goods, services and/or experiences offered or provided in connection with any Offer or Voucher.

(f) Control of Sale Site. Notwithstanding any other provision of this Merchant Agreement, Company shall have the right to determine the content, appearance, functionality and all other aspects of the Sale Site in its sole discretion. Without limiting the generality of the foregoing, notwithstanding any other provision of this Merchant Agreement, the Company shall have the right to re-design, modify and alter the organization, structure, "look and feel", navigation, appearance, functionality and other elements of all or a part of the Sale Site and any aspect, portion or feature thereof.

3. Payment. Pursuant to Exhibit A of the Merchant Agreement, the Company shall pay Merchant the Payment Amount for each Voucher for which the Company has received full payment, Including for Vouchers sold on or before the Termination Date for which full payment was received by the Company on or after the Termination Date. The parties acknowledge and agree that amounts retained by the Company are for its services marketing, selling, and distributing the Vouchers.

4. Confidential Information.

(a) "Confidential Information" means confidential or proprietary information concerning the business, products or Members of a party. Without limiting the generality of the foregoing, Confidential Information of the Company shall include the terms of the Offer, the proposed sale of the Vouchers on the Sale Site and all information relating to Members' purchase of Vouchers hereunder, including the Member Information, and all information regarding Voucher sales, use and return, Member satisfaction, and the quantity and nature of Members.

(b) Neither the Company nor Merchant shall use any Confidential Information of the other party that it may acquire except in connection with its performance of activities under this Merchant Agreement. Neither party shall disclose or release any of the disclosing party's Confidential Information except to its contractors, consultants and agents who are

acting on such party's behalf and are bound by confidentiality restrictions as to such Confidential Information at least as strict as those set forth herein. In addition, each party shall take all necessary precautions to prevent any such disclosure by its respective employees, officers, directors, consultants, contractors or agents.

(c) The provisions contained in Section 4(a) will not apply to information (i) that is or becomes generally known to the public by means other than a breach of duty on the part of the receiving party, (ii) is known to the receiving party prior to disclosure by the disclosing party, as established by receiving party's written records, (iii) is independently developed by or for the receiving party, as established by the receiving party's written records or (iv) is generally released by the disclosing party without restriction. Notwithstanding anything contained in this Merchant Agreement to the contrary, this Merchant Agreement shall not prohibit the receiving party from disclosing Confidential Information of the disclosing party to the extent required in order for the receiving party to comply with applicable laws and regulations, provided that the receiving party provides prior written notice of such required disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

(d) Without limiting the definition of Confidential Information, Merchant shall also treat the entire contents of this Merchant Agreement as Confidential Information of Company.

(e) The parties acknowledge that any breach or threatened breach of the provisions of this Section 4 would cause irreparable harm, and that a remedy at law would be inadequate, and therefore agree that either party shall be entitled to seek injunctive relief in case of any such breach or threatened breach.

5. Member Information and Privacy Policy. (a) The Company shall exclusively own Member Information; and (b) other than in connection with the transactions contemplated by this Merchant Agreement, Merchant shall not, directly or indirectly, use or disclose the Member Information, including, but not limited to: (i) selling or renting any Member Information; (ii) sending any written communications, including emails, to any Members, or otherwise soliciting any Members, (iii) marketing to Members, and/or (iv) making any use of the Member Information, either individually or in an aggregate form. Member Information is the Confidential Information of the Company.

6. Intellectual Property.

(a) Ownership. Nothing in this Merchant Agreement shall be deemed to give either party any ownership interest in any patent, invention, technology, copyright, trademark or other intellectual property right of the other party.

(b) License. Merchant hereby grants The Company a non-exclusive, worldwide right and license (a) to reproduce, display, sublicense, modify and publish the Merchant Content (in any media, including but not limited to print, video and/or other electronic format) in connection with the offer, promotion and/or sale of the Vouchers and the operation and promotion of the Sale Site, and (b) to display, sublicense and publish Merchant's and all Voucher-related trademarks and logos on the Sale Site and in The Company's print, video, electronic and other advertising and promotional collateral and other materials relating to the offer, promotion and/or sale of the Vouchers.

7. Term: Termination.

(a) Term. The term of this Merchant Agreement shall commence as of the Effective Date and shall continue in force until terminated as provided in Section 7 of Exhibit B.

(b) Effects of Termination. Upon the effective date of the termination of this Merchant Agreement (the "Termination Date") all rights and obligations of the parties hereunder shall cease, except as follows:

(c) Within thirty (30) days of such Termination Date, each party will return to the other party all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information;

(d) In addition, the parties' obligations under Sections 2, 3, 4, 5 through 9 hereof shall survive any termination of this Merchant Agreement in accordance with their terms.

(e) Merchant shall honor all Vouchers purchased by any Member and the parties shall fulfill all obligations arising

prior to the termination date.

8. Representations, Warranties and Indemnity.

(a) No Conflicts. Each party represents and warrants to the other that its performance of its obligations under this Merchant Agreement will not conflict with or result in a breach or violation of any of the terms or provisions or constitute a default under any agreement by which it is bound and that it is not a party to any agreement containing a non-competition clause or other restriction with respect to (i) the activities and services which it is required to perform hereunder, or (ii) the use or disclosure of any information directly or indirectly related to the transactions contemplated by this Merchant Agreement.

(b) Representations and Warranties. Merchant represents and warrants to the Company (a) the goods, services and/or experiences offered or provided through the Vouchers comply with applicable laws, ordinances, orders, guidelines, standards, rules and regulations; (b) Merchant has all requisite right, power and authority to enter into this Merchant Agreement and perform its obligations and grant the rights, licenses and authorizations, it grants hereunder; (c) the Merchant Content is and will be when published on the Sale Site, current, accurate and complete; (d) Merchant has all rights to provide such Merchant Content to the Company; and (e) the Merchant Content does not infringe the intellectual property rights of any third person.

(c) Merchant Content. Merchant assumes sole responsibility for the accuracy of the Merchant Content including, without limitation, descriptive claims, warranties and guarantees. Merchant agrees that the Merchant Content shall not contain or link to any material that is obscene, threatening, defamatory, unfair, misleading, deceptive, malicious, or which infringes on or violates any applicable law or regulation or any proprietary, contract, moral, privacy or other third party right, or which otherwise exposes itself and/or the Company to civil or criminal liability.

(d) Warranties. Merchant agrees that the warranty from the manufacturer or provider of any goods, services, and/or experiences offered or provided through any Voucher will be passed on to the Members without additional charge.

(e) Indemnity by Merchant. Merchant will defend, indemnify and hold harmless the Company, its Affiliates and Business Associates and their respective affiliates and Members employees, directors, agents and representatives (the "MP Indemnified Persons") from and against any and all claims, costs, damages, judgments and expenses (including reasonable attorneys' fees) ("Damages") arising out of any third party claim, action or proceeding (collectively, "Claim") to the extent such Claim is based on (a) the Voucher and/or Offer and any goods, services or experiences provided in connection therewith; (b) any actual or alleged breach of the Merchant's representations or warranties set forth in this Section 8 or in this Merchant Agreement or its obligations under this Merchant Agreement, (c) any actual or alleged infringement of any intellectual property rights (including, without limitation, patents, copyrights, trademarks, service marks, trade names, trade dress, proprietary logos or insignia or other source or business identifiers) by any goods, services and/or experiences offered or provided in connection with any Voucher, the Merchant Content, or any technology or system used by Merchant in its performance hereunder, and (d) any other injury, harm or damage caused by any goods, services and/or experiences offered or provided in connection with any Voucher (including the advertisement, offer, sale or return of such goods, services and/or experiences and claims based upon product liability or personal injury), the Merchant Content or other information, data, materials or other items provided or made available by Merchant under this Merchant Agreement.

(f) Indemnity by the Company. The Company will defend, indemnify and hold harmless Merchant employees, directors, agents and representatives (the "Merchant Indemnified Persons") from and against any and all Damages arising out of any third-party Claim to the extent such Claim is based on (a) any actual or alleged breach of the Company's representations or warranties set forth in this Section 8.

(g) Procedure. In connection with any Claim described in Section 8(e) or 8(f), the relevant Indemnified Person will (a) give the indemnifying party prompt written notice of the Claim (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the delay impairs its ability to defend), (b) cooperate with the indemnifying party (at the indemnifying party's expense) in connection with the defense and settlement of the Claim and (c) permit the indemnifying party to control the defense and settlement of the Claim (except as provided below), provided that the indemnifying party may not settle the Claim without the Indemnified Person's prior written consent. Further, the Indemnified Person (at its cost) may participate in the defense and settlement of the

Claim with counsel of its own choosing.

(h) No Warranty as to Sale Site. Merchant acknowledges that the Company makes no warranty whatsoever with respect to the operation, availability, content or quality of the Sale Site, the number of Vouchers that may be sold thereon, the number of Members and users who may visit it, or any other factor that might affect the offer or sale Vouchers through the Sale Site. THE SALE SITE IS PROVIDED "AS IS", AND THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THE RETO, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT AND TITLE.

(i) Exclusion of Damages. Except for each party's indemnity obligations and a breach by Merchant of the confidentiality obligations or Section 5 hereunder, neither party shall be liable to the other party for any loss of sales, profit, business or data or for any indirect, consequential, exemplary, special, incidental, multiple or punitive damages even if advised of the possibility of such damages.

(j) Limitation of Liability. The liability of the Company for any loss or damages suffered by Merchant in connection with this Merchant Agreement or any failure, act, omission or breach of this Merchant Agreement by the Company shall not exceed the amount paid to the Merchant for Vouchers sold through the Sale Site.

(k) Set Off. The Company has the right to set off any amounts that may be due to Merchant and such set off amount shall be deducted from the amount to be remitted under this Merchant Agreement or charged against any future agreements with Merchant.

(l) Insurance Policies. Merchant will at its sole cost and expense maintain policies of insurance to maintain insurance as follows: statutory amounts of workers' compensation; commercial general liability (including contractual liability) for bodily injury and tangible property damage with a combined single limit of at least \$2,000,000 per occurrence; employer's liability in the amount of \$500,000; and product liability with limits of at least \$1,000,000 per claim.

9. General.

(a) Independent Contractors. Each party shall be deemed to be an independent contractor hereunder. This Merchant Agreement creates no relationship of joint venture, partnership, or agency between the parties, and the parties hereby acknowledge that no other facts or relations exist that would create any such relationship between them.

(b) Assignment. Neither party may transfer, assign or sell this Merchant Agreement or any part the roof, without the prior written permission of the other party, provided that either r party may assign this Merchant Agreement and its rights and obligations hereunder in connection with a corporate reorganization, merger, or sale or transfer of all or substantially all its assets. This Merchant Agreement shall be binding upon and shall inure to the benefit of each party and its permitted successors and assigns.

(c) Complete Agreement. This Merchant Agreement, including the Exhibits hereto and other documents or materials referenced herein is the exclusive statement of the agreement of the parties with respect to its subject matter as of this date and supersedes all prior written or oral agreements. Other than as set forth above, no amendment, waiver or discharge of any provision of this Merchant Agreement are valid unless made in writing and signed by an authorized officer each of the Company and Merchant.

(e) No Implied Waivers. The failure of either party to enforce at any time any of the provisions of this Merchant Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Merchant Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express written waiver by either party of any provision, condition or requirement of this Merchant Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

(f) Force Majeure. Neither party shall be liable for any delay or failure in performance under this Merchant Agreement, or for any interruption of services rendered hereunder, which result directly or indirectly from acts of God, civil or military authority, act of public enemies, war, accidents, fires, explosions, earthquakes, floods, the elements or any other

similar cause beyond the reasonable control of the non-performing party, provided that, in order to be excused from delay or failure to perform, the non-performing party must act diligently to remedy such delay or failure. In the event such delay continues for five (5) or more consecutive days, the other party shall have the right to terminate this Merchant Agreement upon notice to the non-performing party.

(g) Severability. If any provision of this Merchant Agreement should, for any reason, be held invalid or unenforceable in any respect, the remainder of this Merchant Agreement shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable.

(h) Headings; Construction. The headings of various paragraphs of this Merchant Agreement are inserted merely for the purposes of convenience and do not expressly or by implication limit, define, or extend the specific terms or text of the paragraph so designated. In resolving any dispute or construing any provision hereunder there shall be no presumptions made or inferences drawn because one of the parties drafted the Merchant Agreement and each party waives any rights under any law that would require the interpretation of any ambiguities in this Merchant Agreement against the party that drafted it.

(i) Governing Law. This Merchant Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Massachusetts, USA, excluding its conflict of law principles. Each party hereby irrevocably consents to personal jurisdiction in the federal and state courts located in the city of Boston, Massachusetts and irrevocably waives, in connection with any such action or proceeding, any objection, including without limitation any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

(j) Notices. All notices required or desired to be given hereunder shall be in writing and if not personally delivered, be sent by facsimile (with copy by ordinary mail) or by overnight courier or registered or certified mail to the party's address first set forth above, or of which a party notifies the other party in writing in accordance with this Section. If sent via facsimile or personally delivered, notices shall be deemed to have been given in the day when personally delivered or sent. If mailed by overnight courier or registered or certified mail, notices shall be deemed to have been given when received.

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