



QUICK REWARD PURCHASE AGREEMENT

This Augeo Incentive Logic LLC (Augeo) Quick Reward Purchase Agreement (the "Agreement") is made effective as of the 10th day of August 2021, (the "Effective Date"), by and between AUGEO INCENTIVE LOGIC LLC, a Delaware corporation (hereinafter referred to as "AUGEO"), having its principal office at 14646 N. Kierland Blvd, Suite 220, Scottsdale, AZ 85254, and Prince George's County Government (hereinafter referred to as "CLIENT"), having its principal office at _____.

The Parties hereby agree as follows:

1. CERTAIN DEFINITIONS

As used herein, the following terms shall have the meaning herein ascribed:

- 1.1. Quick Reward represents an electronic gift catalog solution where each item contained therein has been assigned a certain dollar value for Product redemption purposes under this Agreement.
- 1.2. "Participant" is the individual customer, panelist, employee, or other persons that the CLIENT has qualified to receive a Quick Reward Catalog, or reward product.

2. CLIENT PURCHASE TERMS

2.1 CLIENT desires to purchase Quick Rewards for the benefit of CLIENT's Participants. Pricing for CLIENT's purchase is detailed in Exhibit A.

2.2 CLIENT agrees to pay an up-front Account Licensing and Set-up fee which includes the non-exclusive right to utilize AUGEO's Quick Reward Application and the creation of a Standard dimensioned catalog with branded cover and unique rewards, or levels comprised of mutually agreed upon reward items.

2.3 CLIENT agrees to pay for each reward code delivered to Client as per Exhibit A.

2.4 CLIENT agrees to pay the value of each Quick Reward Catalog encoded URL when redeemed.

2.5 CLIENT agrees to provide AUGEO the required logo or artwork for placement on the Quick Reward Catalog. Logo/artwork should be in a jpeg format.

2.6 CLIENT agrees to notify AUGEO if Quick Reward Catalogs are to be sent to international Participants. Quick Reward Catalogs must be modified to accommodate international addresses. Additional shipping, translation, and fulfillment fees may apply.



2.7 CLIENT shall be solely responsible for the determination of Participants' eligibility and ability to gain access to the Quick Reward Catalogs. CLIENT assumes all risk of loss or damage arising out of such determination.

3. ELECTRONIC DELIVERY OPTIONS

In addition to the services outlined in Section 2, AUGEO agrees to deliver Participants' Quick Rewards Catalogs in the following manner - Check which delivery method(s) applies:

3.1 AUGEO agrees to provide redeemable Quick Reward Catalog encoded URLs in a secure manner at the quantity and amounts determined by CLIENT. Quick Rewards will be sent to CLIENT for distribution to recipients.

3.2 AUGEO agrees to provide redeemable Quick Reward Catalog encoded URLs in a secure manner at the quantity and amounts determined by CLIENT. AUGEO sends Quick Reward Catalogs via email to CLIENT's recipients.

3.3 AUGEO agrees to provide redeemable Quick Reward Catalog encoded URLs using the Quick Reward Code-on-Demand functionality per Exhibit C specifications. The quantity and amounts will be determined by CLIENT. Unique Quick Reward Catalog encoded URLs will be sent by CLIENT for distribution to recipients.

3.4 AUGEO agrees to provide redeemable Quick Reward Catalog unique serial pins which can be presented directly to participants. Participants will receive a URL which will bring them to a hosted landing page for serial card redemption.

4. CONFIDENTIALITY

AUGEO will not use, disclose, or disseminate any CLIENT or Participant information except for purposes authorized under this Agreement.

5. AUTHORITY

CLIENT and AUGEO each represent, warrant and covenant that they have the full power and authority to enter into this Agreement and to perform their respective obligations hereunder.

6. TERM

This Agreement will become effective on the Effective Date and remain in effect for a period of one (1) year, and this Agreement will automatically renew for an additional one (1) year period, with pricing and payment terms enforce as per this Agreement, unless contract is terminated as provided below. There will be no annual licensing fee charged to the CLIENT in the second year



of this Agreement, but pricing and terms will be reviewed if the program is continued beyond two-years, including the assessment of a renewal or licensing fee.

CLIENT, or AUGEO, may at any time, terminate this Agreement upon giving the other Party thirty (30) days prior written notice. In the event, that CLIENT elects to terminate this Agreement, and if CLIENT has prepaid or made a deposit for product, AUGEO will refund any unused amount after the expiration of a sixty-day (60) Grace Period. Any unredeemed, but issued-codes, or orders for product already made prior to the termination notice, will not be included in any refund to the CLIENT.

7. PAYMENT AND DELIVERY TERMS

The Account Licensing and Set-up fee and Quick Reward purchases [pricing and fees are detailed in Exhibit A] are payable upon signing of this Agreement. AUGEO reserves the right to suspend fulfillment of redemptions and cancel Quick Reward Catalog codes if payment terms are not met.

7.1 AUGEO may substitute reward items in Quick Reward Catalogs with alternative products of equivalent value if product availability is an issue or if CLIENTS’ forecasts are low or inaccurate.

7.2 Product returns or warranty claims will be handled by AUGEO’s Customer Service Team via email as a part of the services provided to CLIENT within 30 days following redemption. Any lost or stolen gift cards will be replaced and billed to CLIENT unless the CLIENT has selected to deliver rewards in a traceable manner.

8. QUICK REWARD TERMS AND CONDITIONS

By signing this Agreement, CLIENT agrees to abide by the terms and conditions set forth in Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

FOR CLIENT:

FOR AUGEO:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

CLIENT

AUGEO, LLC



Please fill in contact information for Accounts Payable Contact:

ACCOUNTS PAYABLE CONTACT:

Name:

Mailing Address

Phone number:

City:

E-Mail address:

State:

Fax:

Zip:



EXHIBIT A FEES AND PAYMENTS

CLIENT desires to purchase Quick Reward Catalogs for the benefit of Rewards for Individual Line of Business (Connect Care Initiative) recipients.

IMPLEMENTATION FEES

Solution Implementation Fee (One time)*	\$1,000	Due Upon Receipt
Application Access License Fee (Annual)	\$0.00	Due Upon Receipt

**Includes up to five (5) catalogs, each at a single denomination of up to 12 items each. Additional catalogs scoped upon request.*

QUICK REWARD CODE & REWARD FULFILLMENT

Quick Reward Code Fulfillment Fee
Invoiced: Monthly, Bi-monthly, or Weekly depending on volume

Quick Reward Code (Each)	\$1.00	Net 60
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Quick Reward Codes expire ninety (90) days after creation date.

Cash Equivalent Rewards:

- Processing Fees billed at face value plus the following Service Fees as follows:

- Digital Gift Card Rewards
- Face value up to \$50.00 + \$3.95 fulfillment
 - Face value \$26 to \$50 + \$4.95 fulfillment
 - Face value \$51 - \$100 + \$5.95 fulfillment

**Rewards valued at \$300 or more may be shipped via trackable common carrier for Payment for cash equivalent awards must be received prior to fulfillment.*



Payment Terms: All fees are due Net 60 days from the invoice date excepting Cash Equivalent Rewards and Fees which are due on receipt of invoice. Cash equivalents are processed upon payment. If a credit card is used for payment then invoices will include any credit card fees charged to AUGEO.

AUGEO reserves the right to suspend fulfillment and/or cancel Quick Reward codes if payment terms are not met.

CLIENT may choose to maintain a prepaid deposit with AUGEO order to expedite delivery of Gift Cards and other Cash Equivalent Rewards. If CLIENT sets up a deposit or prepaid account, then once a month, client will receive redemption activity report and an accounting of the amount charged against their deposit which will include the associated processing fees as outlined above. Upon termination of the Agreement and the expiration of the Grace Period, any remaining and unused deposit will be returned to CLIENT.

Late Payment Fees: CLIENT agrees to pay delinquency charges of 1.5% per month on outstanding amounts not received within ninety (90) days of the invoice due date. Late fees will continue to accrue as long as there is an outstanding balance. Client further agrees to pay all costs and fees incurred by AUGEO, including reasonable attorney fees, should default in payment necessitate collection or litigation. Accounts with balances past due sixty (60) days are delinquent and eligible for discontinuation of services until full payment is received.

Returned Check Fee: Returned checks will be assessed a \$75.00 returned item fee per check or per incident, whichever is greater.



EXHIBIT B

QUICK REWARD TERMS AND CONDITIONS

1. Quick Rewards and unused portions of Quick Rewards must be spent within 3 months from the date of issuance. *
2. Quick Reward Catalogs must be redeemed through an AUGEO Web site, toward the purchase of products listed in the online Quick Reward Catalog.
3. Quick Rewards are not redeemable for cash and cannot be returned for a cash refund, except to the extent required by law.
4. Any unused balance will be placed in the recipient's Quick Reward account and is not transferable. The original expiration date will apply to any unused balance.
5. Quick Reward cash value is 1/10 of one cent.
6. Quick Rewards are issued and sold by AUGEO INCENTIVE LOGIC LLC, a Delaware corporation. The risk of loss and title for Quick Rewards pass to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable.
7. AUGEO will have the right to close Participants' accounts and request alternative forms of payment if a fraudulently obtained Quick Reward Catalog is either redeemed through the Augeo Web site or is redeemed and used to make purchases on the Web site.
8. AUGEO may provide CLIENT with information about the redemption status of a Quick Reward Catalog.
9. AUGEO INCENTIVE LOGIC LLC ("AUGEO") AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUICK REWARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A QUICK REWARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH QUICK REWARD CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.
10. By visiting AUGEO web sites, CLIENT agrees that the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Quick Reward terms and conditions exclusively.
11. All terms and conditions are applicable to the extent permitted by law.

**Expiration dates do not apply in California, Connecticut, Maine, Montana, Rhode Island, and Washington. Expiration date applies in New Hampshire only for Quick Rewards more than \$100. For the following states, a Quick Reward will expire after the indicated period as measured from the date of issuance: Louisiana (5 years), Maryland (4 years), Massachusetts (7 years), North Dakota (6 years), Oklahoma (5 years), and Vermont (3 years). Expiration dates do not apply in any other states solely to the extent as prohibited or limited by law.*