

ZEEV EXCHANGE, INC.

OPERATOR SERVICES AGREEMENT

This Operator Services Agreement (the "Agreement") is entered into as of the ____ calendar day of _____, 20__ (the "Effective Date") by and between Zeev Exchange, Inc. ("Zeevex"), a Delaware corporation with its principal place of business at 590 Forest Avenue, Palo Alto, CA, USA, and _____ ("Operator"), whose name, principal place of business and jurisdiction of incorporation are set forth below (each, a "Party" and collectively the "Parties").

In consideration of the mutual obligations assumed under this Agreement, Zeevex and Operator agree to the terms and conditions attached to this Agreement and represent that this Agreement is executed by duly authorized representatives.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first set forth above.

ZEEV EXCHANGE, INC. (ZEEVEX)

_____ **(OPERATOR)**

By: _____

By: _____

Name: _____

Name:

Title: _____

Title:

Date: _____

Date: _____

Principal Place of Business

Jurisdiction of Incorporation or Organization

1. DEFINITIONS.

1.1 "**Active Operator Customer**" means a Customer who has redeemed Zeevex Tokens with Operator within the last 90 calendar days.

1.2 "**Confidential Information**" has the meaning set forth in Section 3.

1.3 "**Customer**" means the end-user, subscriber, purchaser, or other natural person or entity that uses (or could use) the Zeevex Platform to redeem Zeevex Tokens with an Operator.

1.4 "**Dispute**" means any claim, conflict, controversy, disagreement or dispute between the parties arising out of, or related in any way to, this Agreement.

1.5 "**New Operator Customer**" means a Customer who creates and activates an Operator Customer Account to receive an Operator Service for the first time.

1.6 "**Operator Commission**" means the commission that is paid by Zeevex to Operator for Zeevex Token Transactions in accordance with Section 5.5.

1.7 "**Operator Customer Account**" means the account established internally by Operator for a particular Customer that Operator uses to offer manage and deliver the Operator Services to such Customer.

1.8 "**Operator Mark**" means Operator's name and any one or more trademarks, logos, service marks, and/or copyrighted artwork or graphics related to the Operator Services.

1.9 "**Operator Service**" means any transaction (whether for a tangible or intangible good or service) or data offered or made available at, or otherwise enabled by, the Operator Site for the benefit of a Customer.

1.10 "**Operator Site**" means the web site (and its constituent pages) displayed when a visitor accesses the uniform resource locator listed above.

1.11 "**Point of Sale Interface**" means the electronic user interface displayed to and used by a Customer at the Operator Site through which

the Operator provides the Customer with the opportunity to select a payment option to pay or redeem Zeevex Tokens for the Operator Service.

1.12 "**Pre-Paid Card**" is a single, one-time-use, prepaid card, provided by Zeevex and distributed in markets around the world.

1.13 "**Restricted Nation**" means any jurisdiction against which the United States maintains an embargo or other economic sanctions as enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or other appropriate regulatory entity, as such embargoes or sanctions may be modified from time to time.

1.14 "**Returning Operator Customer**" means, regardless of the method of payment used by the Customer in the past, a Customer who makes a payment or redeems Zeevex Tokens to Operator to renew, regain, retain or extend such Customer's access to the Operator Service (may include an Active Operator Customer).

1.15 "**Transaction Fees**" mean those fees that Zeevex charges to Operator in consideration of the performance by Zeevex of its obligations under in this Agreement, as set forth in Section 4.2.

1.16 "**Zeevex Communications Protocols**" mean the procedures used to send information between Operator Site and the Zeevex Platform and constitute the Confidential Information of Zeevex.

1.17 "**Zeevex Customer Account**" means the account established internally by Zeevex for a particular Customer that Zeevex uses to offer, manage and deliver the Zeevex Platform to such Customer.

1.18 "**Zeevex Mark**" means Zeevex's name and any one or more trademarks, logos, service marks, and/or copyrighted artwork or graphics related to the Zeevex Platform.

1.19 "**Zeevex Platform**" means the system provided by Zeevex by which a Customer stores and manages Zeevex Tokens using various tools including, without limitation, mobile phone, e-mail, chat, social networks, and web sites.

1.20 “**Zeevex Token**” means a non-refundable virtual token, redeemed from a Pre-Paid Card, and accepted by Operators for Operator Services.

1.21 “**Zeevex Token Transaction**” means any transaction in which a Customer redeems one or more Zeevex Tokens for Operator Services.

2. LICENSES AND INTELLECTUAL PROPERTY

2.1 Non-Exclusive License from and to Operator:

2.1.1 Non-Exclusive License Grant: Subject to the terms and conditions of this Agreement, Operator grants to Zeevex a non-exclusive, terminable, worldwide license to offer the Zeevex Platform to Operator’s Customers for the purpose of providing such Customers with the ability to exchange Zeevex Tokens for Operator Services and for the purposes of marketing to potential and existing Operator’s customers a multiple online game operator (“universal”) prepaid stored value card.

2.1.2 License to Operator Marks: Subject to the terms and conditions of this Agreement, Operator grants to Zeevex a non-exclusive, terminable, worldwide license to use the Operator Marks strictly for purposes of promoting the authority of Zeevex to provide Customers with the ability to exchange Zeevex Tokens for Operator Services. Any use of the Operator Marks by Zeevex shall be strictly in accordance with the applicable trademark guidelines of Operator that have been provided to Zeevex on or before the Effective Date, which Operator may amend in its sole discretion at any time by providing written notice to Zeevex. Except as expressly set forth in this Section 2.1.2, Zeevex shall have no other rights in the Operator Marks. Zeevex shall not alter the Operator Marks and shall indicate that the Operator Marks, and any trademarks, logos or service marks of third parties, are owned by their respective owners. Operator may monitor the usage by Zeevex of the Operator Marks.

2.2 License to Zeevex Marks: Subject to the terms and conditions of this Agreement, Zeevex grants to Operator a non-exclusive, terminable, worldwide license to use the Zeevex Marks strictly for purposes of promoting the authority of Zeevex to provide Customers with the

ability to exchange Zeevex Tokens for Operator Services. Any use of the Zeevex Marks by Operator shall be subject to Zeevex’s prior, written approval, which Zeevex may amend in its sole discretion at any time by providing written notice to Operator. Except as expressly set forth in this Section 2.2, Operator shall have no other rights in the Zeevex Marks. Operator shall not alter the Zeevex Marks and shall clearly identify the Zeevex Marks as owned by Zeevex. Zeevex may monitor the usage by Operator of the Zeevex Marks.

3. CONFIDENTIALITY

3.1 Confidential Information Defined. Each party to this Agreement (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose non-public information relating to the Disclosing Party’s business (including, without limitation, computer programs and other proprietary technology, data, intellectual property, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, product information such as pricing, descriptions or images, strategies and information), which to the extent previously, presently, or subsequently disclosed to the Receiving Party is considered the confidential information (“Confidential Information”) of the Disclosing Party. Without limiting the generality of the foregoing, Confidential Information of any Disclosing Party includes any reports or documents created by the Receiving Party that include, summarize or otherwise describe to the Disclosing Party’s Confidential Information disclosed hereunder. As between the parties, the Disclosing Party shall have sole and exclusive ownership of all right, title and interest in and to its Confidential Information, including all copyrights, patents and trade secrets pertaining thereto, and any improvements and derivative works thereof.

3.2 Identifying Confidential Information. Notwithstanding Section 3.1, nothing will be considered Confidential Information of the Disclosing Party unless: (1) it is or was disclosed in tangible form and is conspicuously marked “Confidential,” “Proprietary” or the like, (2) it is or was disclosed in non-tangible form, identified as confidential or proprietary at the time of disclosure and summarized in tangible form conspicuously marked “Confidential,” “Proprietary” or the like within 30 calendar days of the original disclosure,

or (3) identified as confidential or proprietary in this Agreement.

3.3 Exceptions to the Definition of Confidential Information: Confidential Information does not include information which qualifies as any of the following, and the party seeking to establish such an exception has the burden of proving it with written documentation: information that (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the public domain at the time it was disclosed to the Receiving Party; (c) is in the possession of or known to the Receiving Party as of the date of this Agreement (as demonstrated by documentary proof) and was rightfully received from a third party without any breach of this Agreement provided that such third party was not under a legal duty of confidentiality to the Disclosing Party related to such information at the time of such receipt; (d) is developed by Receiving Party independently of and without reference to any of Disclosing Party's Confidential Information or other information that Disclosing Party disclosed in confidence to any third party, or (e) is approved for release by prior written authorization of the Disclosing Party.

3.4 Restrictions on Use of Confidential Information.

3.4.1 The parties hereby agree that all Confidential Information disclosed under this Agreement shall be maintained in strict confidence by Receiving Party using no less than reasonable care, and shall be used solely in connection with performing its obligations as required by this Agreement. To the extent that the Receiving Party may be required to disclose Confidential Information pursuant to applicable laws, regulations or legal process requirements, the Receiving Party shall provide, if not prohibited by applicable law, Disclosing Party with prompt notice sufficient to enable Disclosing Party to seek from the appropriate authority a protective order or other appropriate remedy that will preclude or limit the scope of the disclosure of the Confidential Information.

3.4.2 Access to all Confidential Information shall be restricted to employees and consultants of the Receiving Party having a need to know to perform services specifically requested by one party or the other to fulfill the purpose of this Agreement. Such employees or consultants shall be notified of the proprietary nature of such Confidential Information and shall agree to

maintain the confidentiality of the Confidential Information on the same terms as the Receiving Party. Each party is responsible for compliance by its employees and consultants with the terms of this Agreement. Except as expressly permitted by this Agreement, the Confidential Information shall not be disclosed to any third party without the prior written consent of the Disclosing Party.

4. CERTAIN RIGHTS AND OBLIGATIONS OF OPERATOR.

4.1 Operator's Operational Costs: Except for the express obligations of Zeevex set forth in this Agreement, Operator is solely responsible for all activities required by or otherwise related to the Operator Service, including, but not limited to, all information used in the Operator Service, and for all fees, costs and other expenses related to such activities, including the taking and fulfillment of orders from Customers.

4.2 Transaction Fees: From each Zeevex Token Transaction, Zeevex shall withhold a Transaction Fee equal to two (2%) percent of the total number of Zeevex Tokens in the transaction, rounded to the nearest whole Zeevex Token. In no case shall a Transaction Fee be less than one (1) Zeevex Token.

4.3 Payment Option Equality: If Operator makes certain Operator Services ("Other Operator Services") available to Operator's credit card, PayPal, or other alternate payment method customers, then Operator shall notify Zeevex in writing which can be via email and fully cooperate with Zeevex to provide Operator's customers with the option to exchange Zeevex Tokens for the Other Operator Services.

4.4 Point of Sale Interface Equality: The Point of Sale Interface shall not emphasize any payment method, including, but not limited to, bank EFT, PayPal, Amazon Checkout, Google Checkout, and credit cards, or any non-Zeevex virtual currency, more than Zeevex Tokens. The Operator shall display the Zeevex graphic logo on any point-of-sale or checkout page that displays payment options, unless the payment options displayed on such page are limited solely to credit cards.

4.5 Value of Zeevex Tokens: Operator agrees that in any Zeevex Token Transaction, Operator shall accord each Zeevex Token received from Customer a value of (1)

Zeevex Token equal to one (\$0.01) US cent. Operator agrees that the cost of any Operator Service that is charged to a Customer redeeming Zeevex Tokens for such Operator Service shall be the same as the cost charged to a customer using any other form of payment.

4.6 No Fees Charged to Customer: Operator or Zeevex shall not charge a fee of any kind to Customer for the use of redeeming Zeevex Tokens with the Zeevex Platform for the Operator Service.

4.7 Direct To Customer: Operator attests that it shall deliver the Operator Service directly to Customers and that it shall not use Zeevex or Zeevex Tokens to enable receipt of payments for anything other than the Operator Service, nor shall Operator use Zeevex or Zeevex Tokens to fund stored-value accounts that can be used to purchase goods or services other than the Operator Service.

4.8 Fraudulent Transactions: Operator represents that none of the Operator Services constitute, support, encourage or otherwise contribute to a transaction that Operator knows or reasonably should know to be fraudulent. During the term of this Agreement, Operator shall not offer any Operator Services that constitute, support, encourage or otherwise contribute to a transaction that Operator knows or reasonably should know to be fraudulent.

4.9 Full and Timely Performance: During the term of this Agreement, Operator shall deliver, perform or allow access to the Operator Service, as the case may be, immediately or within such longer time frame specified to all Customers in accordance with the terms of the agreement(s) and policies between Operator and Customer.

4.10 Customer Experience: The Point of Sale Interface shall provide Customers, New Customers and Returning Customers with the ability to perform a Zeevex Token Transaction by presenting Customers with a hyperlink imbedded in the Zeevex Mark which will comply with the Zeevex Communications Protocols. The Zeevex Communications Protocols will provide Zeevex with the information reasonably necessary ("Required Customer Information") for Zeevex to associate the Customer with its Operator Customer Account, including all information that will enable Zeevex to communicate to Operator that Zeevex received payment from a particular

Customer. From time to time, Zeevex may also make available to Operator one or more Zeevex APIs pursuant to separate license agreements.

4.11 Operator Authentication: Operator understands and agrees that Zeevex may request additional information in connection with Zeevex's verification of Operator's compliance with this Agreement. Operator agrees to cooperate with, and provide complete, accurate, and timely information as requested by Zeevex in connection with such verification process. While a request for such Operator verification, which may include copies of Operator's business license, articles of incorporation, and authentication of business owner(s) or Director(s) identity, and/or other documentation that Zeevex may need to meet Know-Your-Customer ("KYC") banking mandates or Anti-money-laundering ("AML") legislation or similar purposes, is outstanding, Zeevex may hold Operator's Commissions, with such Commissions to be released within five (5) calendar days of Zeevex's receipt of the requested Operator information. Operator shall retain all records related to this Agreement for the longer of (1) thirteen (13) months, or (2) the period required by any applicable United States anti-money laundering law.

4.12 Audit: Upon reasonable notice, during regular business hours, not more than one (1) time per year, each party shall allow the other party, or that party's representative or agent, to audit its records of all Zeevex Token Transactions related to this Agreement that occurred during the previous ninety (90) day period. Each Zeevex Token Transaction is deemed final after ninety (90) days.

4.13 Compliance: Transactions processed through Zeevex must be for "family friendly" goods or services, with Zeevex retaining the sole and inalienable right to determine whether any or all of Operator's goods and services fall under that description. At all times during the term of this Agreement, Operator shall comply, and shall not offer any Operator Service that fails to comply, with any domestic, foreign or international law, rule, regulation or other restriction or any fiduciary or contractual relationship applicable to Operator or the Operator Service. Without limiting the generality of the foregoing sentence, Operator shall not itself and shall not knowingly cause or knowingly permit a third party to: sell, upload, post, publish, transmit, reproduce or distribute in any way any goods,

services or data that (a) can be considered pornographic or so sexually explicit in nature that it is intended for adults only; (b) could be classified as real-world tobacco, alcohol, firearms, ammunition, drugs or drug paraphernalia, not including representations of such items in a virtual world or game environment; (c) could be considered online gambling or wagering, or sports-book products or services; (d) contains a software virus or any other computer code, files or programs that interrupt, destroy or limit the functionality of any other computer software or hardware or telecommunications equipment; or (e) infringes any patent, trademark, trade secret, copyright or other proprietary right of any third party.

5. CERTAIN OBLIGATIONS OF ZEEVEX

5.1 Zeevex Services: Zeevex shall provide Operator with the Zeevex Communications Protocols and shall use commercially reasonable efforts to coordinate with the technical personnel identified in writing by Operator to make the Zeevex Platform available to Customers seeking to exchange Zeevex Tokens for the Operator Services. Subject to Operator's compliance with this Agreement, Zeevex shall provide Customers with the ability to use the Zeevex Platform to perform Zeevex Token Transactions for Operator Services. Zeevex shall make reasonable efforts to disclose to Customers that the Zeevex Platform is provided by Zeevex as an unaffiliated third party to Operator and that billing inquiries or requests regarding the Zeevex Platform or Zeevex Token Transactions should be directed to Zeevex and not to Operator.

5.2 Zeevex Customer Account: Zeevex shall create and maintain Zeevex Customer Accounts in the course of performing its obligations under this Agreement and shall secure and/or credit the Zeevex Customer Accounts in accordance with the internal protocols established from time to time by Zeevex.

5.3 Responsiveness To Customers: Zeevex shall use its best commercially reasonable efforts to provide customer service and support to Customers redeeming Zeevex Tokens for Operator Services with response times commensurate with that provided by Operator to its credit-card or PayPal customers.

5.4 Customer Contact by Zeevex: Operator authorizes Zeevex to contact or directly communicate with any Customer concerning any

sale or transaction submitted to or through Zeevex.

5.5 Operator Commissions: On the 30th day of each month, Zeevex shall automatically pay to Operator an Operator Commission as follows: In any prior month that Operator has less than one thousand (1,000) unique Zeevex Customer Accounts redeeming Zeevex Tokens for Operator services, Zeevex shall automatically pay to Operator a Commission in the amount of seventy (70) cents per one-hundred (100) Zeevex Tokens in Operator's account. In any prior month that Operator's has one thousand (1,000) but less than ten thousand (10,000) unique Zeevex Customer Accounts redeeming Zeevex Tokens for Operator services, Zeevex shall automatically pay to Operator a Commission in the amount of seventy-two (72) cents per one-hundred (100) Zeevex Tokens in Operator's account. In any prior month that Operator's has ten thousand (10,000) or more unique Zeevex Customer Accounts redeeming Zeevex Tokens for Operator services, Zeevex shall automatically pay to Operator a Commission in the amount of seventy-four (74) cents per one-hundred (100) Zeevex Tokens in Operator's account. Operator is responsible for any currency conversion fees or bank transfer fees.

5.6 Operator shall have ninety (90) days from receipt of an Operator Commission to dispute the amount of such Operator Commission, after which time such Operator Commission is deemed accepted.

5.7 Pre-Paid Cards: Zeevex shall bear the responsibility and costs associated with producing, distributing, providing redemption services and customer support to Customers for the Pre-Paid Cards.

5.8 Marketing and Promotion: Zeevex may include Operator and Operator Mark in Zeevex's marketing and promotion efforts, which may include the following:

5.8.1 Social network widgets for Facebook, My Space, Twitter, and other social network sites as they become relevant and applicable to Zeevex and Operator;

5.8.2 E-mail newsletters to the Zeevex user base;

5.8.3 Listing of Operator as an approved partner on Zeevex web site, and

periodic coverage of Operator Services in the content of the Zeevex web site;

5.8.4 Zeevex branded banner ad graphics and templates for Operator use in its own marketing efforts;

5.8.5 Targeted guerrilla and viral Marketing campaigns; and

5.8.6 Other marketing programs as mutually agreed upon from time to time.

6. LIMITED WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

6.1 Zeevex Limited Warranties:

6.1.1 Zeevex represents and warrants that it will use commercially reasonable efforts to confirm that the Zeevex Platform and any proprietary systems or software of Zeevex or of a third party that are utilized by Zeevex in making the Zeevex Platform available in accordance with this Agreement will be accurate and reliable in accordance with generally accepted industry standards. The sole and exclusive remedy available to Operator for a breach of the warranty set forth in this Section 6.1.1 shall be to terminate this Agreement.

6.1.2 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1.1, THE ZEEVEX COMMUNICATIONS PROTOCOLS, ZEEVEX CUSTOMER ACCOUNTS, ZEEVEX MARKS, ZEEVEX PLATFORM AND ZEEVEX TOKENS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ZEEVEX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT ITS PRODUCTS OR SERVICES (1) WILL MEET THE REQUIREMENTS OF OPERATOR, (2) OPERATE IN COMBINATION WITH OPERATOR'S HARDWARE, SOFTWARE, SYSTEMS OR DATA, (3) WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT ANY INTERRUPTION OR ERROR WILL BE CORRECTED IN A TIMELY MANNER, AND WARRANTIES OF NON-INFRINGEMENT, OPERATOR ABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZEEVEX MAKES NO WARRANTIES AS TO THE LEGALITY OR SUITABILITY OF A CUSTOMER TO RECEIVE THE OPERATOR SERVICES, THE ABILITY OF A CUSTOMER TO PAY FOR THE

OPERATOR SERVICES OR THE ADEQUACY OR TIMING OF ZEEVEX'S RESPONSE TO INCOMING CALLS FROM THE OPERATOR OR ITS CUSTOMERS.

6.2 Operator's Representations and Warranties

6.2.1 Operator represents and warrants that it is not, and at all times during the Term will not be, (i) an individual, business or organization located in a Restricted Nation; (ii) an individual, business or organization owned, controlled by or acting on behalf of any individual, business or organization located in a Restricted Nation; or (iii) a governmental entity in a Restricted Nation or any individual, business or organization acting on behalf of a governmental entity in a Restricted Nation.

6.2.2 Operator represents and warrants that neither it nor any of its owners, officers or directors currently is listed on, not at any point during the Term will be listed on, (i) the Denied Persons List maintained by the U.S. Department of Commerce; (ii) the Unverified List maintained by the U.S. Department of Commerce; (iii) the Entity List maintained by the U.S. Department of Commerce; (iv) the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury Department; or (v) the Debarred List maintained by the U.S. Department of State, as each list may be amended from time to time.

6.2.3 Operator represents and warrants that it will comply with all applicable laws and regulations including, but not limited to, in the provision of the Operator Services.

6.3 Limitation of Liability: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT WILL THE LIABILITY OF EITHER PARTY FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL AMOUNT OF OPERATOR COMMISSIONS PAID BY ZEEVEX AND RECEIVED BY OPERATOR DURING A PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO SUCH

DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, OR (II) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 3.

6.4 Indemnification:

6.4.1 **By Each Party.** Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party and its stockholders, officers, directors, agents, employees, servants and assignees (each an "Indemnitee") from and against all liability, claims, obligations, fines, liens, penalties, actions, losses, costs, damages, expenses and demands of whatever kind, including attorneys' fees and costs (collectively "Damages") as a result of a third party cause of action to the extent such cause of action arises from, is based on, related to or is in connection with the gross negligence or willful misconduct of the Indemnifying Party, its sub-contractors, and their respective employees and agents.

6.4.2 Indemnification Procedure.

The Indemnitee shall provide the Indemnifying Party with reasonably prompt written notice regarding any claim for which indemnification is sought, provided that, failure by the Indemnitee to provide such notice shall not release the Indemnifying Party from its indemnity obligations hereunder, unless the Indemnifying Party's defense of the claim is prejudiced by the Indemnitee's failure to give such prompt notice. The Indemnifying Party shall control the investigation, preparation, defense and settlement of the claim, and the Indemnitee shall provide reasonable cooperation at the Indemnifying Party's request and expense. The Indemnitee shall have the right to participate in defense on a strictly monitoring basis using counsel of its choice at its own expense. The Indemnifying Party shall not, without the express written consent of the Indemnitee, settle or compromise any claim, or consent to the entry of any judgment that imposes any liability or obligation upon the Indemnitee.

7. TERM AND TERMINATION

7.1 **Term:** The term of this Agreement shall be for a period of twelve (12) months ("Initial Term") from the Effective Date. Following completion of the Initial Term, this Agreement shall renew automatically for successive one (1) year terms (each a "Renewal Term" and with the

Initial Term, the "Term"), unless either party provides the other party with written notice registered via courier service or US Postal Service of its intent not to renew at least sixty (60) calendar days before the end of the then-current term.

7.2 **Termination:** Either party may terminate this Agreement at any time by providing the other party with sixty (60) calendar days advance written notice. Notwithstanding the foregoing, termination on the grounds of default may be made at any time upon written notice, subject to a 15 calendar day right to cure any such default. "Default" means a material breach of an obligation under this Agreement.

7.3 **Effect of Termination:** Upon termination by either party, Zeevex shall be liable for all outstanding Operator Commissions to Operator. Each party shall immediately remove from its displays and cease use of any icons and other trademarks or logos belonging to the other. Notwithstanding any notice of termination under Agreement, this Agreement shall remain effective with respect to any Zeevex Token Transaction occurring prior to such termination for a period of one year. Notwithstanding anything in this Agreement to the contrary, Sections 3, 6, 8, and 9 shall survive the expiration or termination of this Agreement for any reason.

8. DISPUTE RESOLUTION

8.1 **Informal Negotiation.** The parties shall attempt in good faith to resolve promptly any Dispute not resolved in the regular course of business by informal negotiations between executives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

8.2 **Formal Negotiation.** In the event of any Dispute, and prior to serving notice of any material breach, the parties are required first to attempt resolution of such Dispute in accordance with the escalation procedures set forth in this Section 8.2. A Dispute may be referred by either party to the senior executive level of each party by written notice delivered in accordance with this Agreement. Each party shall appoint and authorize a senior executive to resolve the Dispute on behalf of his or her respective company ("Senior Executives"). The Senior Executives will meet for negotiations within fifteen (15) calendar days after receipt of such written notice at a time and place mutually acceptable to

both Senior Executives (the “Initial Negotiation Period”). If the Dispute has not been resolved within fifteen (15) calendar days after the end of the Initial Negotiation Period, then the aggrieved party may proceed to serve a notice of material breach and, if the breach is not cured in accordance with Section 7.2, either party may invoke the arbitration procedure set forth below.

8.3 Arbitration. Subject to Sections Section 8.1 and 8.2, either party may submit the Dispute to be resolved by arbitration by one arbitrator (“Arbitrator”) in accordance with the then-current arbitration rules of the American Arbitration Association (or, if the parties mutually agree, the then-current arbitration rules of the International Chamber of Commerce), applicable law and the provisions of this Agreement. Zeevex shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator (a) shall not be a current or former employee of Zeevex; (b) shall have sufficient expertise in the subject matter of the Dispute; and (c) shall not receive any payments from Zeevex except in accordance with the provisions of this Section 8.3. The Arbitrator shall not in any event award any damages excluded by this Agreement. The cost of any arbitration shall be shared equally by the parties, but the Arbitrator shall be authorized to enter, as part of the award to any party, an amount equal to such party’s attorneys’ fees and other costs related to the arbitration. The Arbitrator’s decision(s) shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. Unless otherwise agreed in writing by the parties, any arbitration of a Dispute shall be held in the State of California and shall be conducted in the English language.

8.4 Injunctive Relief. Notwithstanding the foregoing, either party shall have the right to seek injunctive relief without completion of the escalation process or arbitration for Disputes regarding a breach of confidentiality or intellectual property infringement matters.

8.5 Privilege. All offers, promises, conduct and statements, whether written or oral, made in the course of conducting the negotiations pursuant to this Section 8, by any of the parties, their agents, experts and attorneys, are confidential, privileged and inadmissible for any purpose, including impeachment, in any proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or

non-discoverable as a result of its use in the negotiation.

9. MISCELLANEOUS

9.1 Force Majeure: Neither party nor their respective affiliates, subsidiaries, or subcontractors shall have liability for delays or damages due to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to obtain parts or supplies or network access, transportation facilities, fuel or energy shortages, acts or omissions of any common carrier or its agent (including the local exchange companies), or other causes beyond a party’s control whether or not similar to the foregoing.

9.2 Assignment: Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent to: (i) a subsidiary, affiliate, or parent company; (ii) any firm, corporation, or entity which the party controls, is controlled by, or under common control with; (iii) any partnership in which the party has a majority interest; or (iv) to any entity which succeeds to all or substantially all of the party’s assets relating to this Agreement whether by merger, sale or otherwise; provided, however, that notwithstanding any such assignment, the assigning party shall remain liable for performance by the assignee under this Agreement.

9.3 Anti-Money-Laundering (“AML”) and Know-Your-Customer (“KYC”) Considerations: Zeevex shall employ commercially reasonable efforts to limit the total payments from a single Zeevex Customer Account in a rolling twenty-four (24) hour period to a maximum U.S. currency value of one-hundred dollars (\$100.00), and in a rolling seven (7) calendar day period to a maximum U.S. currency value of two-hundred-and-fifty dollars (\$250.00). Zeevex shall employ commercially reasonable efforts to ensure that no payment in excess of a U.S. currency value of four-hundred dollars (\$400.00) occurs in any rolling thirty (30) calendar day period. Operator shall employ commercially reasonable efforts to assist Zeevex in enforcing these limits and shall notify Zeevex of any actual or suspected fraud or

violation of these limits or applicable Anti-Money Laundering laws.

9.4 Not a Payment Transfer Service: The parties agree and acknowledge that the Zeevex Platform is not a payment transfer service.

9.5 Entire Agreement; Modification and Waiver: This Agreement is the entire agreement between the parties concerning the subject matter, and supersedes all prior representations, promises, agreements and understandings in connection therewith. This Agreement shall not be modified, altered, changed or amended in any respect, except where initialed by both parties.

9.6 Notices: Any notice required by this Agreement will be effective and deemed delivered upon receipt when sent via overnight courier, properly addressed and prepaid. Notices will be sent to the addresses set forth in this

Agreement, unless either party notifies the other in writing of an address change.

9.7 Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of California, without regard to conflicts of laws provisions.

9.8 Limitations Period: ANY CAUSE OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM OR CAUSE OF ACTION ARISES.

9.9 Severability: If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

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