

EnVision App

Master Subscription Agreement

Last updated on July 20, 2022

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES WHETHER YOU ARE A:

- PARTICIPANT (END USER)
- SERVICE PROVIDER
- REWARD PROVIDER
- MENTOR OR COACH
- COMMUNITY SPONSOR

IN ADDITION TO THE GENERAL TERMS AND CONDITIONS, SEE THE FOLLOWING SECTIONS BASED ON YOUR USER TYPE:

- PARTICIPANT (END USER): Appendices A, B and G
- SERVICE PROVIDER: Appendices B, G and K
- REWARD PROVIDER: Appendices B, C, D, E, F, and H
- MENTOR OR COACH: Appendices B and I
- COMMUNITY SPONSOR: Appendices B, G, and J

GENERAL TERMS AND CONDITIONS

Please read these Terms and Conditions (“Terms and Conditions” or “Agreement”) and the appendices related to your user type carefully. This agreement affects your rights.

Appendices to these Terms and Conditions include:

- A EnVision App Referral Program Terms and Conditions
- B Privacy Policy
- C Prohibited Items Policy
- D EnVision App Rewards, Offers, and Sponsorship Fees
- E EnVision App High Volume Account Features
- F Reward Posting Block Purchases & National/Regional Accounts
- G Participant (End User) Additional Terms
- H Reward Provider Additional Terms
- I Mentoring and Coaching Additional Terms
- J Community Sponsor Additional Terms
- K Service Provider Additional Terms

Under these Terms and Conditions, Organizational Performance Systems, Inc. (“OPS”, “Company” or “we”) provides the EnVision Application (“App” or “Program”) through www.ops1.com/envision and related software applications (“Company Properties”) with the mission to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility and enable various other entities and institutions to provide support and rewards to those households and people.

This Agreement and its appendices constitute a legally binding agreement between each individual and organization that signs up for the Program (“User” or “You”) or otherwise uses any of the Company Properties.

BY CREATING AN ACCOUNT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU ACCEPT THIS AGREEMENT AND AGREE TO ALL TERMS AND CONDITIONS HEREIN. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. CHANGES TO THE TERMS AND CONDITIONS

1.1. Company may at its discretion modify, update, add to, discontinue, remove, or otherwise change these Terms and Conditions at any time. Each such modification will take immediate effect upon notification to you. Company may provide you with notices, including those regarding changes to these Terms and Conditions, by email, regular mail, text message, in-app messaging, or other reasonable means now known or hereinafter developed.

1.2. Your continued use of the Company Property following any such notifications constitutes your acceptance of such modifications and your agreement to be bound by these Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, your sole remedy is to discontinue your use of the Company Properties. The most current version of these Terms and Conditions will be available on our website and supersedes previous versions.

2. PROGRAM ACCOUNT

To become a User, you must be at least 18 years old and provide your email address and password for Company to create your Program account (“Account”). Your Account will be tied to an OPS ID that allows you to access certain services depending on your user type (e.g., Participant, Community Sponsor, etc.). Each User is limited to one Account. To use the Program features you may elect to provide us additional information. Information that you submit through one of our Programs may be saved and available for your use in our other Programs, including, without limitation, any saved payment card information. Any and all information collected from you shall be subject to our Privacy Policy, Appendix B.

3. INFORMAL DISPUTE RESOLUTION

You agree to resolve the dispute informally by submitting your request through our Help Line. We will try to resolve the dispute informally by contacting you in writing via email. If a dispute is not resolved within 30 days of submission through this form, you or Company may bring a formal proceeding per the provisions of Section 4 of this Agreement.

4. DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER

4.1. You and Company agree to arbitrate any and all disputes, claims, or controversies arising out of, in connection with, or relating to this Agreement, Company's business, any of the Programs or the Company Properties, and relationship with you, including any claims that may arise after the termination of this Agreement. This agreement to arbitrate includes any claims against Company's employees, agents, or any subsidiaries of Company. Arbitration is a method of claim resolution that is less formal than a traditional court proceeding in state or federal court. It uses a neutral arbitrator instead of a judge or jury and the arbitrator's decision is subject to limited review by courts.

4.2. All disputes concerning the arbitrability of a claim (including disputes about the scope, interpretation, breach, applicability, enforceability, revocability, or validity of this Agreement) shall be decided by the arbitrator. The arbitrator shall also decide whether any claim is subject to arbitration. You further agree that the U.S. Federal Arbitration Act and federal arbitration law shall govern the interpretation and enforcement of this agreement to arbitrate.

4.3. CLASS ACTION WAIVER: YOU AND COMPANY ALSO AGREE THAT EACH IS GIVING UP THE RIGHT TO A JURY TRIAL AND THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT OR REPRESENTATIVE PROCEEDING, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION. This means that neither you nor Company can seek to assert class or representative claims against each other either in court or in arbitration and no relief can be awarded on a class or representative basis. The arbitrator also may not consolidate or join another person's claim with your claim or issue an order that would achieve the same result. You and the Company further agree that if the provisions of this paragraph, known as the "Class Action Waiver," are found to be unenforceable, it cannot be severed from this arbitration agreement and the entire provision compelling arbitration shall be null and void.

4.4. To the extent possible under local law, the arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures ("Rules"). The Rules are available online at www.jamsadr.com. The arbitrator is bound by the terms of this Agreement. If your claim in arbitration is for less than \$10,000, Company will reimburse you for filing and arbitrator fees at the conclusion of the proceeding unless your claim is found to be frivolous by the arbitrator. The exclusive venue for any dispute or issue arising out of this Agreement shall be held in Santa Clara County, California.

4.5. Notwithstanding any provision in this Agreement to the contrary, you agree that if we make any future, material change to this arbitration provision, you may reject any change by sending us written notice within thirty (30) calendar days of the change to Organizational Performance Systems, Inc., 1393 Oak Avenue, Los Altos, CA 94024, Attn: Legal. Your decision to reject changes in a new arbitration provision, however, does not affect any prior arbitration provisions to which you have already agreed, which would still remain in effect.

5. PROGRAM LICENSE

Subject to this Agreement, we hereby grant you a non-exclusive, non-transferable license (without the right to sublicense) to access and use the Company Properties for your use to access the Program(s). You agree that you obtain no rights other than the rights and licenses expressly granted in this Agreement. Company reserves the right to change, upgrade or discontinue the Program, any Company Property, and any feature of the Program or the Company Properties, at any time, with or without notice. All rights not expressly granted under this Agreement are reserved by Company or its licensors.

6. PROGRAM RESTRICTIONS

You agree that you will not, and will not permit others to: (i) damage, interfere with or unreasonably overload the Company Properties; (ii) introduce into the Company Properties any code intended to disrupt the Program; (iii)

alter or delete any information, data, text, links, images, software, chat, communications and other content available through the Company Properties (collectively, "Content"); (iv) access the Program or the Company Properties by expert system, electronic agent, "bot" or other automated means; (v) use scripts or disguised redirects to derive financial benefit from Company; (vi) modify, reverse engineer, reverse assemble, decompile, copy or otherwise derive the source code of any Company Property for any reason; (vii) rent, sell or sublicense any of the Company Properties; (viii) provide any unauthorized third party with access to the Program; (ix) access or attempt to access confidential Content through the Company Properties; (x) interfere with the operation of the Program, including, but not limited to, distribution of unsolicited advertising or mail messages and propagation of computer worms and viruses; (xi) post any material in any form whatsoever on the Company Properties or within the Program that is defamatory, obscene or otherwise unlawful or violates any third party's right of privacy or publicity; (xii) infringe any third party's patent, copyright, service mark, trademark or other intellectual property right of any kind or misappropriate the trade secrets of any third party in connection with your use of the Program or the Company Properties; (xiii) engage in any activity that does not comply with applicable law and regulations or otherwise engage in any illegal, manipulative or misleading activity through the use of the Program; (xiv) use the manual or automated software, devices or other processes to "scrape," "crawl," "spider" or index any page of Content from the Company Properties.

7. PROGRAMS

7.1. Points and Rewards. We offer the ability for end users ("Participants") to earn points based on their actions, activities, and accomplishments in the Program.

7.2. Earning Points. In order to earn Points, Participants must register for an Account, be signed into the Program, and complete various actions and activities presented in the Program.

7.3. Redeeming Points. Points are redeemable for rewards ("Rewards") provided by third party merchants and offerors ("Reward Providers"). Company may receive compensation from Reward Providers for posting their reward offers in the Program. Compensation received by Company may play a part in whether Reward Providers and their offers appear on our site, where they are placed, and how we display them in the Program. Participation in this Program and the opportunity to earn and redeem Points is offered at the sole discretion of Company and subject to your compliance with this Agreement.

8. REWARD POLICIES

A reward redeemed from any Reward Provider is governed by and subject to the applicable Reward Provider's policies, including applicable exchange and shipping policies. You agree that we are not agents of any Reward Provider and that all Reward Providers operate independently and are not under our control. Accordingly, your participation in offers or promotions of, or correspondence with, any Reward Provider is solely between you and that Reward Provider. We do not assume any liability, obligation, or responsibility for any part of such correspondence, offer or promotion, including, without limitation, the withdrawal or modification of any such offer or promotion. Company is not responsible for changes to, or discontinuance of, any Reward Provider, or for any Reward Provider's withdrawal from the Program, or for any effect on the accrual or use of Points caused by such changes, discontinuances, or withdrawals.

9. BONUS POINTS AND OTHER REWARDS

Company may periodically offer bonuses or rewards for certain Participant activities and accomplishments registered in the Program, including the referral of new Participants to the Program. Participation in our Referral Program is limited to members located in the United States and Canada and is subject to our Referral Program Terms and Conditions, Appendix A. Both the referrer and the referee must be located in the United States or Canada in order to be eligible for a referral bonus or sign up bonus. All activities, accomplishments, bonuses, and rewards are subject to our review. Company reserves the right to withhold, deny, or cancel any bonuses and/or

rewards and/or terminate your Account if Company, in its sole discretion, deems any bonuses and/or rewards as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with our Referral Program Terms, this Agreement, or any other applicable law or regulation. Company decisions are final.

10. POINTS VALUE AND REDEMPTION

10.1. Points are not your property and have no cash value. You can't transfer or move points unless expressly provided for in this Agreement. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce.

10.2. Account Adjustments. In our sole discretion, we may deduct Points from Participant accounts to make adjustments for returns and cancellations with respect to Reward redemptions. Any such adjustments will be made in accordance with this Agreement, any applicable Company policies and terms. If you believe that an adjustment has not been correctly credited to your account, you must contact Company Member Services within sixty (60) days of the transaction. In addition, Company may make account adjustments for any Points that Company, in its sole discretion, deems as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with the Referral Program Terms, this Agreement or any other applicable law or regulation. Company decisions are final. Should you disagree with any adjustments made to your account or payments made to you, your sole remedy is to withdraw from the Program.

10.3. Taxes. Our fees, if any, do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against us based on Our income, property, and employees.

11. ACCOUNT MAINTENANCE

11.1. Updating Your Account. You agree to keep your Account information current, complete, and accurate by periodically updating the information through the Company Properties. You must be logged into Company and enter your password to change your Account information and payment preferences. You may check your Account status, activities, accomplishments, and Points at any time via the Company Properties. You will maintain the confidentiality of your Account information, including username and password by which you access the Program. Any use of your username and password will be deemed to be your use, and Company is entitled to act on instructions received under your password and is not responsible for any Points credits or debits made to your account by someone else who uses your password. If there is a breach of security through your Account, you will immediately change your password and notify us of such breach. You agree that, unless you have first notified us immediately of any such breach, we should assume that any instruction transmitted using your username and password is yours and has been authorized by you, and we will have no obligation to inquire into the propriety of such instruction.

11.2. General Account Activity. An Active Account means you must have engaged in one of the following activities within the past ninety (90) days: (i) updated your Account information, (ii) have entered an activity or accomplishment via the Company Properties, (iii) have redeemed your Points for Rewards, (iv) have accrued Points or (v) have logged in to your Account. Except where prohibited by applicable law, if you have not engaged in one of the activities in subsections (i)-(v) for more than ninety (90) consecutive days, Company reserves the right to close your Account, delete your accrued Points, and cease to maintain your Account records and Program access. Account closure will not cause you to owe money to Company.

11.3. Participant Account Activity. Please see Appendix G, Participant (End User) Terms and Conditions.

11.4. Reward Provider Account Activity. Please see Appendix H, Reward Provider Terms and Conditions.

11.5. Mentor and Coach Account Activity. Please see Appendix I, Mentoring and Coaching Terms and Conditions.

11.6. Community Sponsor Account Activity. Please see Appendix J, Community Sponsor Terms and Conditions.

11.7. Service Provider Activity. Please see Appendix K, Service Provider Terms and Conditions.

11.8. Fraudulent Activity. We reserve the right to investigate any Points transactions, referral activity, or interaction with any Company Property that we believe, in our sole discretion, is abusing or has abused the Program. We reserve the right to rescind any Points, bar further Points awards and/or bonuses, and/or terminate any Member Account that we believe, in our sole discretion, is abusing or has abused the Program, including, without limitation, by engaging in a pattern of returning products after the corresponding Points have been credited or making fraudulent referrals by creating multiple Accounts. Multiple Accounts created under the Referral Program with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals. Any failure to comply with this Agreement, any fraud or abuse relating to the accrual or receipt of Points, or any misrepresentation of any information furnished to Company by you or anyone acting on your behalf may result in the termination of your Account and forfeiture of any accrued Points. If Company has any reason to suspect fraudulent activity is associated with your Account, Company reserves the right to delay or withhold the awarding of Points. Any suspected or actual cases of fraud activity will be escalated and reviewed in accordance with our fraud process. Company decisions are final.

12. RECEIVING COMMUNICATIONS

By signing up to be a Member, you agree to receive communications and notices by electronic mail. Our communications may be account- and membership-related (e.g., that we've added Points to your account, that a Reward redemption has been made, as well as periodic reward-related emails that highlight coupons and special deals available to Participants and other types of Users. We may communicate with you regarding the Program by electronic mail or direct mail using information you provide to us. Your consent to receive electronic communications includes any notices or other information that we may be required by law to provide you in writing or otherwise. You agree to keep us apprised of your current email address should the same change after the date you become a Member. If you elect to provide us a mobile number, we may use it to contact you when you make account updates or for account recovery purposes. You may receive recurring messages from us during those account changes. Standard message rates apply, and carriers are not responsible for any delayed or undelivered messages. You may opt out of receiving certain communications in accordance with our Privacy Policy, Appendix B.

13. EXPORT CONTROL

Company Applications and their underlying information and technology may not be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list, and that you will otherwise comply with all applicable export control laws. If you are a U.S. government end user, we are licensing the Company Application to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Company Applications are the same as the rights we grant to all others under this Agreement.

14. COMMUNITY STANDARDS

Regardless of your user type, by participating in the Program, you are becoming a member of a community that depends on the goodwill and responsible behavior of each of our Users. Users are required to refrain from transmission or communication of images or text constituting ethnic slurs, obscenities, sexually explicit material,

inflammatory or derogatory comments, or anything else that may be construed as harassing or offensive, which is targeted at the Program, the Company Properties, our employees, contractors or agents, Rewards Providers, or other Users. This includes communications by means of social media or other Internet posts that violate the above community standards or promote or encourage gaming or fraudulent behavior. Members who violate this provision, as determined by us in our sole discretion, may have their access to the Program suspended or terminated without prior notice.

15. OWNERSHIP

All right, title, and interest in the Program, the Company Properties and the Content belong to Company or its licensors. Additionally, Company shall maintain all right, title, and interest in the "OPS" and "EnVision" marks and logos and any other marks, service marks, trademarks or logos of Company and its affiliates ("Company Marks"). Company Marks may not be used in connection with any product or service that is not Company's or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Company. You shall not by any means bid on any keywords with any search engine containing "OPS", "EnVision" or anything substantially similar or any other Company Mark including, without limitation, OPS1.com, ops1.com/envision, ops1.com/envisionapp. You shall not mention or use Company in any ad text, extensions, or banner ads without the express written consent of Company. All other trademarks not owned by Company that are used in the Programs are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

16. INDEMNIFICATION

You agree to indemnify Company, our Reward Providers, our service providers, mentors, coaches, and community sponsors as well as their respective officers, directors, employees, successors, agents, and affiliates, for any and all claims, damages, losses, and causes of action (including attorneys' fees and court costs) arising out of or relating to your breach of this Agreement or for any materials in any form whatsoever that are provided by you (or through your username and/or password). You agree to cooperate as fully as reasonably required in our defense and/or settlement of any claim. We reserve the right, in our reasonable discretion, to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.

17. WARRANTY DISCLAIMER

THE PROGRAM, CONTENT AND THE COMPANY PROPERTIES ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE QUALITY, ACCURACY, COMPLETENESS, COMPLETENESS, RELIABILITY OR VALIDITY OF THE PROGRAMS, CONTENT OR THE COMPANY PROPERTIES, INCLUDING, WITHOUT LIMITATION, ANY PRODUCT SEARCH RESULTS, PRODUCT DESCRIPTIONS, PRODUCT AVAILABILITY, PRICING INFORMATION ADVICE, OPINION, STATEMENT, RECOMMENDATIONS, REVIEWS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED IN CONNECTION WITH ANY PROGRAM. COMPANY DOES NOT WARRANT THAT THE FUNCTIONALITY OF THE COMPANY PROPERTIES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FURTHER, COMPANY DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE QUALITY OR ACCURACY OF ADVERTISEMENTS FOR ANY PRODUCTS OR SERVICES OFFERED OR PROVIDED BY ITS AFFILIATE STORES OR SELLERS IN CONJUNCTION WITH THE PROGRAMS.

18. LIMITATION OF LIABILITY

18.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY

ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6.0 (FEES AND PAYMENT FOR PURCHASED SERVICES).

18.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

19. TERMINATION OR SUSPENSION

This Agreement is effective when accepted by you and will remain in effect until you or we terminate your membership in the Program. We may terminate this Agreement and your use of or access to the Program at any time, for any reason or no reason. Any violation of this Agreement or the rules and conditions of the Program may result in the termination of your Account and forfeiture of pending or prior Points or other rewards. We may, in our sole discretion, at any time and without prior notice, discontinue, cancel, suspend, change, or limit access to all or any part of the Program or any functionality, feature or other component of any Company Property. You agree that Company will not be liable to you or to any third party for any modification, suspension, or termination of the Program or your access to any of the Company Properties. If you are dissatisfied with any aspect of the Program at any time, your sole and exclusive remedy is to cease participating in the Program. Upon any termination of the Program, your right to use and access the Program, and the Company Properties, and to receive Points and Rewards, will terminate. Termination will not prejudice either you or our remedies at law or in equity.

20. GENERAL PROVISIONS

20.1. Entire Agreement. These Terms and Conditions constitute the entire agreement between you and Company and govern your use of the Products or Company Properties superseding any prior agreements between you and Company with respect to the Products or Company Properties (including, without limitation, earlier versions of this Agreement that may have been accepted by you). Any representations, statements, or agreements made or entered into elsewhere, whether directly or indirectly, written, or oral or in advertising are not binding toward Company unless expressly confirmed in writing by Company to you. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third party content, or third party software.

20.2. Choice of Law. The validity, construction, and interpretation of this Agreement and the relationship between You and Company, including the rights and duties of the parties, will be governed by the laws of the State of California in the United States without regard to its conflict of law provisions. This shall not limit the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of applicable law.

20.3. Interpretation. Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

20.4. Waiver and Severability of Terms. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the remaining provisions, except as otherwise stated.

20.5. Assignment. You may not assign, transfer, or otherwise dispose of your rights and obligations under this Agreement, in whole or in part, without our prior written consent, and any such assignment without such consent

will be null and void. Company has the right to transfer, assign or otherwise dispose of these Terms and Conditions without Your consent.

APPENDIX A

ENVISION APP REFERRAL PROGRAM TERMS AND CONDITIONS

These Referral Program Terms apply to the EnVision Referral Program (“Referral Program”) and govern the participation by members who refer (“Referrers”) and the individuals who are referred (“Referees”) by the Referrers.

Organizational Performance Systems, Inc. (“Company” or “we” or “us”) offers the Referral Program to our Users who are interested in referring friends, family, and others to sign up for the EnVision App.

1. General

This Referral Program is only open to individuals located in the United States and Canada. These Referral Program Terms are in addition to any agreements between you and Company, including our Master Subscription Agreement and Privacy Policy (together, “General Terms and Conditions”), which you agreed to when you signed up for an account. The General Terms and Conditions are hereby incorporated by reference and shall apply to your participation in the Referral Program.

2. Qualified Referrals

A Qualified Referral must:

- a. Be a natural person (i.e., no businesses, legal entities or pets) located in the United States or Canada
- b. Be a new user of the EnVision App
- c. Sign up to become a member using the referral link provided or other methods supplied by us that allow for proper tracking of referrals
- d. Consent to and comply with the General Terms and Conditions
- e. Engage with the App on a qualifying number of occasions within ninety (90) days from sign-up.

3. Referral Program Bonus Points

Referrers may be eligible to earn referral bonus points for each Qualified Referral referred and Referees may be eligible for a sign up bonus when they become a Qualified Referral. Both the Referrer and Referee must be located in the United States or Canada in order for anyone to be eligible for any bonuses. Bonus amounts may change from time to time at our discretion. Earned bonus points will be displayed on the Referrer’s points account.

4. Representations

By participating in the Referral Program, (i) as a Referrer, you represent and warrant that you have a personal relationship with your Referee(s) or otherwise have the necessary consents to submit their information to the Referral Program; and (ii) as a Referrer or Referee, you will comply with all applicable Company policies and terms, and any and all applicable laws, rules and regulations in your participation in the Referral Program.

5. Restrictions

The following is a non-exhaustive list of activities that are not permitted and that will disqualify Referrers and Referees from earning Bonuses through the Referral Program: (i) self-referral; (ii) creating fake accounts, blogs, web pages, profiles, websites, links or messages; (iii) any bulk email distribution, submission, or distribution to strangers, or any other promotion that would constitute or appear to constitute unsolicited commercial email or “spam”; (iv) posting your referral link on any page that is not owned and controlled by you, including, but not

limited to, any merchant, Facebook, or forum page; (v) bidding on any keywords containing “OPS” or “EnVision” or common misspellings thereof; (vi) placement of our logos or mention of our trademarks or tradenames in any ad text, extensions or banner ads; (vii) paid advertising for the purpose of generating traffic directly to your referral link; (viii) misleading or attempting to mislead anyone in connection with the Referral Program, including, but not limited to, misrepresenting your relationship with us or posing as our representative in an official capacity; and (ix) taking any action or making any content that is disparaging or defamatory to us. Multiple accounts created with the same name, address, email address or other identifying feature may be flagged as fraudulent referrals.

6. Reservation of Rights

We reserve the right to withhold, deny or cancel any Referral Bonuses and/or terminate your account if Company, in its sole discretion, deems any Referral Bonus as fraudulent, abusive, unethical, suspicious, or otherwise inconsistent with these Referral Program Terms, the General Terms and Conditions or any other applicable law or regulation. Our decisions are final.

7. Termination

We reserve the right to suspend or terminate the Referral Program or to change these Referral Program Terms at any time and for any reason in our sole discretion.

APPENDIX B

ORGANIZATIONAL PERFORMANCE SYSTEMS

PRIVACY POLICY

This policy details how data about you is used when you access our websites and services (together, "OPS") or interact with us. If we update it, we will revise the date, place notices on OPS if changes are material, and/or obtain your consent as required by law.

1. Protecting your privacy

- We take precautions to prevent unauthorized access to or misuse of data about you.
- We do not run rewards, other than those posted by our users.
- We do not share your data with third parties for marketing purposes.
- We do not engage in cross-marketing or link-referral programs.
- We do not employ tracking devices for marketing purposes.
- We do not send you unsolicited communications for marketing purposes.
- We do provide email proxy & relay services to reduce unwanted email.
- We do not respond to "Do Not Track" signals.
- Please review privacy policies of any third party sites linked to from OPS.

2. Data we collect, use, and disclose

Below is a list of all the types of data we may collect, where we get it, why we collect it and the categories of third parties to whom we disclosed it. We do not sell your data to third parties. Please note that disclosure to "Payment processors" applies when you pay for a reward as either the poster or sponsor or redeemer, using a credit card.

Data type	Where we got it	Why collected	Disclosed to
Names	User entry	Facilitating transactions and personalizing your use of OPS	Payment processors
Email address	User entry	Account creation, user-to-user and OPS-to-user communications and combatting fraud/abuse	No one
Phone number	User entry	User-to-user communications, combatting fraud/abuse, personalizing your use of OPS	Payment processors and phone verification service providers
Mailing or street address	User entry	Account and post creation, OPS communicating with corporate users, facilitating transactions and personalizing your use of OPS	Payment processors
Credit card data	User entry	Facilitating your transactions	Payment processors
Photos and other data you voluntarily provide, post on or send via OPS	User entry	Facilitating and personalizing your use of OPS	No one

Saved searches, account preferences, favorite/hidden postings	User entry	Facilitating and personalizing your use of OPS	No one
HTTP browser cookie	User's browser, OPS web server	Facilitating and personalizing your use of OPS and combatting fraud/abuse	No one
Information about your device and browser such as device ID, browser version, operating system, plugins, geolocation	User's browser, mobile app	Facilitating and personalizing your use of OPS, combatting fraud/abuse, testing and evaluating user experience	No one
IP address	User's browser, mobile app, IP/geolocation providers	Combatting fraud/abuse	Service providers that help us combat fraud/abuse
Web page views, access times, HTTP headers	User's browser, mobile app	Combatting fraud/abuse	No one

We may share some or all of the above listed data in the following circumstances:

- to respond to subpoenas, search warrants, court orders, or other legal process
- to protect the rights, property, or safety of OPS users; OPS the company and our applications; or the general public
- at your direction (e.g. if you authorize us to share data with other users)
- in connection with a merger, bankruptcy, or sale/transfer of assets

3. Data we store

- We retain data as needed to facilitate and personalize your use of OPS applications, combat fraud/abuse and/or as required by law
- We make good faith efforts to store data securely but can make no guarantees
- You may access and update certain data about you via your account login

4. California Users

To learn more about the California Consumer Privacy Act and how it applies to you, please visit the [California Attorney-General's website](#).

Right to know: You have the right to request that we disclose the data we collect, use and disclose, and other information relating to data we collect about you. See the table above.

Right to delete: You have the right to request the deletion of data that we have collected from you, subject to certain exceptions.

Right to non-discrimination: You have the right not to receive discriminatory treatment for exercising the rights listed above.

You may submit a request to know or delete via info@ops1.com.

Only you or someone you authorize to act on your behalf may make a request to know or delete your data. An authorized agent may make a request on your behalf by providing written permission signed by you.

We will need to confirm your identity before processing your request by asking you to log into your existing account (if you are a registered user) or by asking you for additional information, such as a government issued ID, to confirm your identity against information we have already collected.

5. International Users

By accessing OPS or providing us data, you agree we may use and disclose data we collect as described herein or as communicated to you, transmit it outside your resident jurisdiction, and store it on servers in the United States.

6. Contact

If you have questions about our privacy policy and practices please email info@ops1.com.

APPENDIX C
ORGANIZATIONAL PERFORMANCE SYSTEMS
PROHIBITED ITEMS POLICY

Users must comply with all applicable laws, the OPS Terms and Conditions, and all posted site rules.

Here is a partial list of goods, services, and content that are prohibited as rewards or ads on OPS or the App:

- affiliate marketing, network, or multi-level marketing, pyramid schemes
- alcohol or tobacco
- ammunition, clips, cartridges, reloading materials, gunpowder, fireworks, or explosives
- animals and related items including pets; farm animals; animal parts; stud services; endangered, imperiled and/or protected species, and any parts thereof, such as ivory (pet food and toys, OK)
- any good, service, or content that violates the law or legal rights of others
- check cashing services or offers for short term, high interest rate loans
- controlled substances and related items including prescription drugs and medical devices
- counterfeit or pirated items
- exploitation or endangerment of minors; child pornography
- false, misleading, deceptive, or fraudulent content; bait and switch; keyword spam
- food stamps, WIC vouchers, SNAP or WIC goods, governmental assistance
- hazardous materials
- ID cards, licenses, police insignia, government documents, birth certificates, etc.
- lottery or raffle tickets, sweepstakes entries, slot machines, gambling items
- offers, promotions, or links to unsolicited products or services
- offers, solicitation, or facilitation of illegal prostitution, and/or sex trafficking
- postings or email the primary purpose of which is to drive traffic to a website
- property with serial numbers removed/altered, burglary tools, etc.
- tickets or gift cards that restrict transfer
- unpackaged or adulterated food or cosmetics
- US military items not demilitarized in accord with Defense Department policy
- weapons; firearms, guns, and components of any kind, including BB/pellet, stun, spear guns, etc.

Please don't use OPS or our applications for these purposes and let us know of anyone you see doing so (info@ops1.com).

Thank you for helping keep OPS a safe and useful place for everyone.

APPENDIX D

ORGANIZATIONAL PERFORMANCE SYSTEMS

ENVISION APP REWARDS, OFFERS, AND SPONSORSHIP FEES

1.0 BASIC USE. Basic use of the OPS EnVision App is free for:

- Participants (end users)
- Community sponsors
- Service providers

2.0 REWARDS, OFFERS, AND REWARD SPONSORSHIPS. OPS may charge fees to merchants, vendors, banks, and any other private and public organizations (together “reward sponsors”) for posting rewards, offers, or reward sponsorships (together “rewards”) on the EnVision App.

3.0 FREE TRIAL

When OPS provides services at no cost (“free trial”), We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) Your exceeding a predetermined user limit or (b) the end of the free trial period. Unless otherwise terminated by either party, the end of a free trial period will coincide with the start date of a Purchased Service agreement ordered by You for such Service(s). Additional trial terms and conditions may apply. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTION 17 (WARRANTY DISCLAIMER) OF THE TERMS AND CONDITIONS, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

4.0 PURCHASED SERVICES

4.1. We shall make OPS Products and Services (together “Purchased Services”) available to You pursuant to this Agreement and the relevant Order Forms and/or click-through agreements. You agree that Your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4.2. Reward Posting Fees. At the conclusion of any free trial period, posting fees will apply for rewards posted on the OPS/EnVision rewards page. Fees may be charged for basic posts, proximity enhancements of a basic posts (for display to participants within a certain radius of the reward sponsor location(s)), featured reward (which has limited availability on the Rewards home page and on each reward category page).

Additional payment options are available for sponsors of national or regional rewards and high volume posters. Please see high volume account features at Appendix E.

Reward posting pricing may change at the discretion of OPS, including special offers and promotional rates.

5.0 PAYMENT TYPES. Visa, Discovery, MasterCard are accepted.

6.0 QUESTIONS? Please email info@ops1.com.

APPENDIX E
ORGANIZATIONAL PERFORMANCE SYSTEMS
ENVISION APP HIGH VOLUME ACCOUNT FEATURES

Available account features for national/regional rewards and high volume posters

- Special placement on selected pages (availability to be determined with account lead)
- Special Tiles for displaying multiple rewards
- Multiple authorized users (posters) may be set up on a single account
- Unique pricing options based on size of the buy.
- Pre-purchase blocks of postings—avoid entering credit card information for each posting
- Invoicing (Requires a \$10,000 minimum sponsorship block purchase)

Please Note: Block postings are not required, although we believe they will be very useful in connecting your brand and reward offers to a broader part of the communities you serve.

Application process

1. Send your request to info@ops1.com
2. Setup the posting strategy with an OPS account representative, agree on price, and confirm payment method and details, including invoice timing.
3. Receive invoice electronically and pay first invoice.
4. Account activation.

Timing of account activation

Please expect a normal account activation time of seven (7) days, but please allow up to twenty-one (21) business days (depending on receipt of your payment).

APPENDIX F
ORGANIZATIONAL PERFORMANCE SYSTEMS
REWARD POSTING BLOCK PURCHASES & NATIONAL/REGIONAL ACCOUNTS

About buying blocks of reward postings on the EnVision App

Why buy reward postings in blocks?	Buying reward postings in blocks eliminates the need to use a credit card for each individual posting.
How does it work?	Send an email to info@ops1.com requesting to purchase one or more blocks. Once your account has been approved, you may purchase blocks via an assigned account manager using a credit card or by mail with a check.
Additional information	<ul style="list-style-type: none"> • Separate blocks are required for each area (e.g. "Kansas City, MO") and reward type (e.g. "Food" or "Kid's Stuff"). • Payment for block purchases must be received in advance of the first posting. • 15% discounted rates for prepayment. • Credit card payments may be made with VISA, MasterCard, or American Express. • Block posting balance viewable on your "My Account" page. • Six month time limit for the use of posting blocks. • Reward posts to multiple categories reduce block by the number of categories selected. • Purchased blocks are not subject to subsequent price changes.
Questions?	Email info@ops1.com . Please expect a response within 24 hours.

About National/Regional accounts—Special Tile

What are tiles?	Tiles are links to posted rewards.
What is a Special Tile?	A Special Tile is a branded tile that links a participant to one or more rewards being offered by a national or regional account.
How does it work?	Send an email to info@ops1.com requesting to purchase a Special Tile. Once your account has been approved, you may set up the tile to post as many rewards as you desire. Once your initial setup is complete, contact OPS and we will activate your tile on the date you select (please allow 3 days). You may change the rewards on your tile at any time thereafter.

Additional information	<ul style="list-style-type: none">• Special Tiles may be purchased for specific regions or all regions in which the App is available.• Accounts may place their Special Tile in multiple reward types (e.g. "Food" or "Kid's Stuff").• Special Tile pricing will be as determined between reward sponsor and OPS.• Payment must be received in advance of the first posting.• Data associated with your tile's traffic will be provided via various reports.
Questions?	Email info@ops1.com . Please expect a response within 24 hours.

APPENDIX G

OPS ENVISION APP PARTICIPANT (END USER) ADDITIONAL TERMS

1. Important information about the program and these additional terms

In addition to the applicable General Terms and Conditions of the Master Subscription Agreement, these additional terms describe our responsibilities, your responsibilities, and how the EnVision Rewards program works. You agree that use of your account or any feature of the Program indicates your acceptance of these Terms.

In this appendix, the following words have special meanings:

- (a) "Agreement" means the Master Subscription Agreement and these Additional Terms.
- (b) "Program" means this EnVision Rewards program
- (c) "Account" means your profile that is linked to the Program
- (d) "We," "Us," "Our," and "OPS" mean Organizational Performance Systems, Inc. and its affiliates
- (e) "You" means you – the person responsible for the account and for complying with this agreement. Also "Authorized User", "End Users", and "Participant".
- (f) "Rewards" are products, services, and other offers that are made available to you by various third parties via the EnVision App.
- (g) "Reward Providers" are third party merchants and other offerors that offer Rewards via the EnVision App.
- (h) "Points" means redeemable points that you earn and accumulate for your activities and accomplishments within the EnVision App. Your points are accrued and tracked within the EnVision App. You may redeem your points for rewards, if any.

2. How you can earn points

Participants may earn Points based on their actions, activities, and accomplishments in the Program. Examples of reward generating activities include those listed below and will be determined at the sole discretion of the Company:

- Registration in the Program
- Completing all requested profile fields
- Logins
- Use of the Program
- Scheduling or committing to an action
- Action completion
- Third party verifications or attestation of action completion
- Use of points / Spending

We may offer you ways to earn bonus points through the program. Participants may earn bonus points for other activities and events including completing activities early or on time, referrals, anniversaries (e.g., birthday; start date) or other bonus programs that the Company may establish at its sole discretion.

3. How you can use your points

You are responsible for how your points are used. You can use your points to redeem for any available reward options for which you are eligible based on the number of points in your account.

We may, from time to time, provide additional ways for you to use your points in addition to those described in this Agreement.

Redemption values are determined by Rewards Providers, not the Company.

To use your points, minimum and maximum amounts may apply. Those amounts will be shown on all rewards.

Reward providers may require additional terms and conditions before you gain access to their offers. For example, if you redeem your points for a coupon offering 60% off a product's price, you will still owe the remaining 40%.

Using your points for an offer does not entitle you to any remittance or compensation for the difference between what the offer allows and your ability to comply with it. For example, if you redeem your points for an offer of admission to a venue for a party of four people and you have three people in your party, you are not entitled to the fees related to the fourth person. Similarly, if you redeem your points for an offer of admission to a venue for a party of four people and you have more than four people in your party, you will be expected to pay the fees for the additional people.

Once points have been used, the transaction is considered final and may not be canceled unless otherwise noted.

For items that may be delivered to you, the amount of time it takes for delivery depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.

Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.

4. Redeeming points for products and services

All transactions involving the redemption of your points for products, services, or other offers are between you and the offering third party merchants and offerors.

To participate, you may be required to authorize OPS to share information about your account with the third party. If so, we'll provide you with additional details as required by law.

Points will not be used without your permission. You select when and how many points are used each time you make a transaction with the third party. We'll deduct the number of points that you use from your EnVision program points balance.

All returns and point refunds are subject solely to the policies of the third party.

Products, services, or offers displayed in the EnVision App may not always be available and may change without notice at the sole discretion of the third party provider.

Any additional terms, conditions, disclosures, or agreements provided by us related to the products, services, or other offers you obtain will be part of this agreement.

5. How you could be prohibited from earning or using points

We may temporarily prohibit you from earning points or using points you've already earned if we suspect fraud, misuse, or other illicit activity. Examples include buying or selling points, selling or participating in the sale or exchange of items of value obtained through use of points by repeatedly opening or otherwise maintaining accounts for the purpose of generating rewards, manufacturing the use of points for the purpose of generating additional points, or suspected misused, in any way of a third party merchant program with which points may be used under this program.

At our sole discretion, you may be permitted begin earning and using points again when we no longer suspect fraud or misuse of the account or program.

6. How you could lose your points

Your points don't expire as long as your account is active. However, you'll immediately lose all your points if your account status changes, or your account is closed, for any of the following reasons: failure to comply with this or other agreements you have with OPS, fraud, or misuse.

We won't reinstate points you lose unless we've made an error.

If your account is closed for any other reason, you'll have at least 30 days from the date your account is closed to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.

If we decide to cancel the program, you'll have at least 30 days from the date we cancel the program to use your points, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your points during that time, you'll lose them.

7. Other important information you should know

We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.

We're not responsible for any disputes you may have with any third party reward provider.

OPS and its third party reward providers and their respective affiliates, directors, officers, employees, agents, or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing, or course of performance. You release OPS, its third party service providers, and their respective affiliates, directors, officers, employees, agents, and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.

You agree to indemnify and hold OPS and its third party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.

The merchants and third party service providers that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.

Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. OPS is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.

The program is void where prohibited by federal, state, or local law.

This agreement and use of the program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the program.

We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

APPENDIX H

ENVISION APP REWARD PROVIDER ADDITIONAL TERMS

1. Important information about the program and these additional terms

In addition to the applicable General Terms and Conditions of the Master Subscription Agreement, these additional terms describe our responsibilities, your responsibilities, and how the EnVision Rewards Provider program works. You agree that use of your account or any feature of the Program indicates your acceptance of these Terms.

In this appendix, the following words have special meanings:

- (a) "Agreement" means the Master Subscription Agreement and these Additional Terms.
- (b) "End User" means any person or entity that uses or attempts to use the EnVision App or OPS Redeem to obtain, use, or consume a product, service, or other from You.
- (c) "Rewards" means products, services, and other offers that are made available by You to End Users via the EnVision App.
- (d) "Reward Provider" means You, a third party merchant, vendor, offeror, or other legal entity that (i) provides products, services, or other offers on the EnVision App on behalf of You or Your Affiliates, (ii) has accepted the Agreement and (iii) uses OPS Redeem or otherwise exercises rights under the Agreement.
- (e) "Affiliates" means any other corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other business entity that You partner with to offer rewards to EnVision App End Users.
- (f) "Points" means redeemable points that End Users earn and accumulate for their activities and accomplishments within the EnVision App. Points are accrued and tracked within the EnVision App and may be redeemed for rewards.
- (g) "OPS IP" means: (i) the EnVision App including OPS Redeem, Documentation, Marketing Guidelines, OPS Marks, trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to OPS anywhere in the world now existing or hereafter adopted or acquired, specifications, and all intellectual property rights embodied therein; (ii) any content embodied in or used in connection with EnVision; and (iii) any works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques or confidential information conceived, discovered, developed or otherwise acquired by OPS in the course of integrating, customizing, implementing, operating or maintaining EnVision, in each case including any derivative works, improvements, updates, modifications or translations thereof.
- (h) "OPS Redeem" means the digital commerce feature which enables You to post rewards and End Users to obtain rewards in the EnVision App.
- (i) "OPS Requirements" means the OPS Redeem merchant program requirements, as amended, revised, and updated from time to time, which set forth the rules and requirements applicable to the acceptance of points transactions.
- (k) "Merchant Marks" means all trademarks, service marks, trade dress, logos, taglines, slogans, product names, any other similar intellectual property, registered or unregistered, directly or indirectly owned by or licensed to You and Your Affiliates anywhere in the world.

(l) "Personal Data" means any personally identifiable information or any personal financial information relating to an End User including full, partial, or tokenized account numbers or payment device information, email addresses, physical addresses or phone numbers or other personal data.

2. Use Restrictions

(a) When posting Reward offers, You shall not violate the OPS Prohibited Items Policy, Appendix C.

(b) You shall not charge any fees to End Users other than those shown on Your posted Rewards, if any.

(c) For Rewards that include a recurring Transaction, You must (i) obtain the Customer's (End User's) consent including frequency and duration; (ii) provide the consent upon request; and (iii) cease the charges upon Customer cancellation or if Payment Instrument is dishonored.

(d) You shall not induce any End User to violate the terms of their applicable End User terms or service agreements.

(e) You shall not interfere with an End User's ability to access or use OPS Redeem.

3. Fees Owed to the Company

You will directly pay in a timely manner all fees associated with Your use of OPS Redeem.

4. Security and Data Protection

4.1. You may not use, disclose, or disseminate any Personal Data collected or obtained solely through OPS Redeem, except to the extent necessary to enable You to complete a transaction or provide customer support, resolve disputes, or prevent fraud related to a transaction.

4.2. Prior to Your initiation of an OPS Redeem transaction with an End User, You will:

(a) provide all disclosures to, and obtain all consents from, each End User in accordance with the Documentation and Applicable Laws

(b) comply with all Applicable Laws regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data.

If a user ceases to consent or affirmatively revokes consent for collection, use or disclosure of user data, You must promptly cease all such use. For the avoidance of doubt, You will delete Personal Data (including cookie data): (i) immediately, if an End User fails to complete or abandons a transaction; or (ii) after a completed transaction, immediately after the Personal Data is no longer necessary to comply with the requirements of the Agreement. Further, You shall not transmit any Personal Data in connection with Your Websites unless You use encryption to transmit such Personal Data.

4.3. You will not disclose any nonpublic information relating to OPS or its Affiliates, employees, independent contractors, or service providers in connection with this Agreement.

5. Marketing; Publicity

5.1. OPS Marks. OPS grants to You, during the term, a personal, non-exclusive, non-sublicensable, non-transferrable, revocable, royalty free, license to use the OPS Marks solely in accordance with OPS Marketing Guidelines. You shall not use the OPS Marks in such a way as to suggest that OPS endorses or approves of Your products or services. All other rights in and regarding the OPS Marks, whether express or implied, are expressly reserved to OPS. Additionally: (A) You agree that the character and quality of all services You offer in association with the OPS Marks shall comply with the OPS Marketing Guidelines, and that You will conduct Your business and operations associated with the OPS Marks in full compliance with all Applicable Laws and shall do nothing to bring disrepute to or in any manner impair or damage the OPS Marks or the goodwill associated therewith; and (B) OPS

reserves the right to review from time to time web pages, marketing, and promotional materials, or other materials prepared or offered by You bearing the OPS Marks. In the event OPS reasonably determines that any use of the OPS Marks does not materially abide by the OPS Marketing Guidelines or is in violation of Applicable Laws, You agree that You will make the reasonable changes or revisions requested by OPS as soon as practicable.

6. Transaction Verifications. You assume full and sole responsibility for verifying the validity of transactions completed using OPS Redeem prior to the delivery of any goods or services including tracking the number of available rewards in cases where You have set a limit on the total number of rewards available. OPS will not be liable for any unauthorized or fraudulent transactions relating to OPS Redeem or the failure to verify the validity of transactions or evidence their authorization.

APPENDIX I

ENVISION APP MENTORING AND COACHING PROVIDER ADDITIONAL TERMS

IMPORTANT

IN ADDITION TO THE APPLICABLE GENERAL TERMS AND CONDITIONS OF THE MASTER SUBSCRIPTION AGREEMENT THESE ADDITIONAL TERMS GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES. IT IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU ACCEPTING THE MSA.

1. SERVICES AND COMPENSATION

As part of its business model, Company, through the EnVision App ("App"), provides a platform for End Users to connect with independent Consultants for mentoring, coaching, and advisory support ("Services") which are provided by Consultant.

You have the skills and expertise suitable for performance the Services contemplated by this Agreement and operate in compliance with all applicable federal, state, and local laws. Furthermore, you desire to enter into this Agreement for the purpose of providing the Services.

Therefore, You agree that this Agreement shall give you the right to accept requests received by you via the App, which you further agree to provide pro bono. You shall be entitled to accept, reject, and select among the requests received via the App. You shall have no obligation to the Company to accept any request. However, following the acceptance of a request, you must respond to the request in accordance with the End User's professional interests and questions. Failure to provide the promised services shall constitute a material breach of this Agreement and may subject you to damages.

Nothing in this Agreement shall be construed as a guarantee that you shall be offered any particular number of requests during any particular time period.

1.1. Performance of Services. You agree to faithfully and diligently devote your best efforts, skills, and abilities to comply with the job parameters and End User specifications relating to any request accepted by you. Full performance of a request shall typically include, but is not limited to:

- i. Notification to the End User via the Appl of your ability to respond to the request in the user-designated timeframe
- ii. Contacting the End User via an agreed to media, typically telephone, text, or email
- iii. Timely submission of all necessary documentation required by the Company, including but not limited to total engagement time between You and the User. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

You understand that for liability reasons, You will not meet in person with any End User without the express written permission of the Company. This provision shall in no way limit your right to perform the Services for other End Users or clients at any other time.

The Company shall have no rights to require you to display the OPS corporate name, logo, or colors on any materials you provide or require that you or your consultants wear a uniform or any other clothing displaying said name, logo, or colors.

The Company shall have no right to, and shall not, control the manner or method you use to perform accepted requests, subject to the terms of this Agreement. You shall be solely responsible for determining the most effective and efficient manner in providing support to each request. The Parties acknowledge that any provisions

of this Agreement reserving certain authority in the Company have been inserted to achieve compliance with federal, state, or local laws, rules, and interpretations thereof.

1.2. Compensation and Fees. You agree to provide Services at no charge.

You shall always have the right to refuse any request without penalty. You further acknowledge that:

- i. you may not charge fees for any Services that you provide pursuant to the receipt of a request received through the EnVision App
- ii. there is no tipping by Users, voluntary or otherwise

The Company shall electronically remit payment of Service Fees to you consistent with Company's practices, as set forth in the Service Fee Schedule.

1.3. Consulting and Advisory Provider Quality System. You acknowledge that the Company desires to provide End Users with the opportunity to connect with coaches and mentors who maintain the highest standards of professionalism.

For quality assurance purposes, the Company may employ a star rating system designed to determine the perceived quality of service provided by You and other Consultants through User feedback. As a point of comparison, the star rating is similar to a Yelp® or Zagat® rating, as it is based on a continuously growing collection of star reviews submitted by End Users. Consultants with low ratings may be limited in their right to accept requests.

OPS reserves the right to provide an initial star rating to aid in marketing Consultants to potential users. This rating will be at least a four (4) on a five (5) star scale. A higher initial rating may be influenced by you by providing additional relevant informational material or participating in education and orientation activities which may be offered by the Company from time to time.

1.4. Licenses and Permits. You represent that you are an independent contractor per the provisions of Section 7 (Independent Contractor) engaged in the independent business of providing the coaching, mentoring, and advisory services described in this Agreement and further represent that, as of the date of execution of this Agreement, you currently possess all licenses, permits, insurance, and other prerequisites necessary to perform said services, as required by the states and/or localities in which you operate. To ensure all such provisions remain current, the Company shall, upon request, be entitled to review related documents from time to time. Failure to maintain current licenses, permits or other prerequisites, or failure to comply with any other provision of this paragraph, shall constitute a material breach of this Agreement.

1.5. Costs and Equipment. You are solely responsible for all costs and expenses incident to your personnel and equipment in performing services under this Agreement, including, but not limited to, costs of telephone and internet services, wages, taxes of all types, permits of all types, licensing, insurance coverage and any other tax, fine, or fee imposed or assessed to you by any state, local, or federal authority as a result of an action by you or your employees, agents, or subcontractors in the performance of this Agreement.

2. CONFIDENTIALITY

"Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information including the contents and terms of this Agreement disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Any "Confidential Information" shall be designated orally or in writing as such to Consultant.

Consultant will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or disclose the Company's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Company. Confidential Information does not include information which:

- i. is known to Consultant at the time of disclosure to Consultant by the Company as evidenced by written records of Consultant
- ii. has become publicly known and made generally available through no wrongful act of Consultant, or
- iii. has been rightfully received by Consultant from a third party who is authorized to make such disclosure. Without the Company's prior written approval, Consultant will not directly or indirectly disclose to anyone the terms of this Agreement.

Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose to Company any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant in confidence. Consultant will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of this provision.

Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In the event that Consultant becomes aware of any such confidential or proprietary information, Consultant agrees that it shall have a duty to hold any such information in the strictest of confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will deliver to the Company all of the Company's property or Confidential Information in tangible form that Consultant may have in Consultant's possession or control, if any.

3. OWNERSHIP

3.1. General. The Parties understand that to perform the services contemplated by this Agreement, it may be necessary for the Parties to exchange certain confidential and proprietary information regarding their operations, End Users, and other sensitive details that the Parties consider confidential. This confidential and proprietary information ("Confidential Information") includes, but is not limited to, the following:

3.2. Company Information. (1) the Service, and related methods, processes, and technology; (2) pricing, pricing methods and billing practices; (3) marketing and financial plans; (4) letters, memoranda, agreements, and other internal documents; and (5) financial or other information regarding the Company or Users that has not been disclosed to the public.

3.3. Consulting and Advisory Service Provider Information. (1) your billing practices; (2) your business proposals and bids and any related letters, memoranda, agreements, and other internal documents maintained in confidence; and (3) financial information regarding you that has not been disclosed to the public.

Except upon order of government authority having jurisdiction or upon written consent by the other party, the Company and you covenant and agree that they will not disclose to third parties or use for their own benefit or the benefit of any third party, any Confidential Information entrusted by the other party or Users in the performance of services pursuant to this Agreement.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or Application, or any intellectual property rights owned or licensed by the Company. The Company name, the Company logo, and the product names associated with the Service and Application are trademarks of the Company or third parties, and no right or license is granted to use them.

4. CONFLICTING OBLIGATIONS

Each Party certifies to the other that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude the other Party from complying with the provisions hereof, and further certifies that it will not enter into any such conflicting Agreement during the term of this Agreement. Each party further certifies that its act of entering into this Agreement, or performance thereunder, does not violate any outstanding agreement, obligation, or employment arrangement.

In view of Consultant's access to the Company's Confidential Information, Consultant further agrees that Consultant shall not, during the term of this Agreement, without Company's prior written consent, release or divulge any Confidential Information, or design identical or substantially similar designs as those which may be developed under this Agreement, for any third party.

5. NON-EXCLUSIVE ARRANGEMENT

5.1. General. The Parties recognize that both you and the Company are, or may be, engaged in similar agreements with others. Nothing in this Agreement shall preclude the Company from doing business with other independent consulting and advisory service providers, nor preclude you from entering into contracts similar to this Agreement with other similar providers. The Company neither has nor reserves the right to restrict you from performing other mentoring, coaching, or advisory services for any person, company, or business, or from being engaged in any other occupations or businesses. Therefore, as provided in Sections 1.0 (Services and Compensation; Independent Contractor) and 10.0 (Independent Contractor), during the term of this Agreement (and thereafter), Consultant is free to accept any other consulting or employment arrangement so long as it does not violate the provisions of Section 2.0 (Confidentiality).

You further acknowledge and understand that you shall not during the term of this Agreement use your relationship with the Company (or the information gained therefrom) to divert or attempt to divert any business from the Company to a company that provides consulting and advisory or application services in competition with the Company, including your own, in violation of Sections 2.0 (Confidentiality) and 3.0 (Ownership).

5.2. Consultant Personnel. You shall furnish at your own discretion, selection, and expense any personnel required or incidental to the performance of the Services contemplated by the performance of this Agreement. You shall be solely responsible for the direction and control of your employees, agents, and subcontractors, if any, including their selection, hiring, firing, supervision, assignment, and direction, the setting of wages, hours and working conditions, and addressing their grievances. You shall determine the method, means and manner of the performance of the work of your employees, agents, and subcontractors.

You assume full and sole responsibility for the payment of all wages, benefits and expenses of your employees, agents, or subcontractors, if any, and for all state and federal income tax withholdings, unemployment insurance, and social security taxes as to you and all persons employed by you in the performance of services under this Agreement, and you shall be responsible for meeting and fulfilling the requirements of all regulations now or hereafter prescribed by law.

The Company shall not be responsible for the wages, benefits, or expenses due your employees, agents, or subcontractors nor for income tax withholding, social security, unemployment, or other payroll taxes of your employees, agents, or subcontractors whether local, state, or federal.

The Company shall neither have nor exercise disciplinary authority or control over you, your employees, agents, or subcontractors, shall have no authority to supervise or direct your employees, agents, or subcontractors, and shall have no authority or right to select, approve, hire, fire or discipline any of your employees, agents, or subcontractors.

You have complete discretion to operate your independent business in good faith including providing consulting and advisory services separate from those obtained using the Service. Access to the Service may be suspended or revoked, however, if you unlawfully, unfairly, or in bad faith disparage the Company.

6. TERM AND TERMINATION

6.1. Commencement. This Agreement shall commence on the date on which you indicate your acknowledgement of the terms and conditions of the Agreement and shall remain in effect until terminated as follows:

- i. At any time upon mutual written consent of the Parties hereto.
- ii. If one party has materially breached the Agreement, with notice as described below specifying the breach relied upon.
- iii. By either party without cause upon thirty (30) days' prior written notice to the other party, with the date of mailing commencing the thirty (30) day period.
- iv. At the Company's discretion the Agreement may be automatically terminated for inactivity of more than 180 days, with the date of termination being the 180th day following the date of the last Request accepted and performed by you.

6.2. Material Breach. The following acts or occurrences shall constitute a material breach of this Agreement:

- i. Your refusal to fully complete a request after acceptance without waiver by the End User or the Company.
- ii. Your failure to provide Total Engagement Time or End User star ratings via the App after a response to a request, or Your misrepresenting the Total Engagement Time.
- iii. Your failure to maintain current insurance coverage in the amounts and types required herein.
- iv. Failure by either party to maintain all licenses and permits required by law and/or this Agreement.
- v. Your allowing any other person to access the App to receive requests for Services, or allowing anyone to log into the App using your registered login credentials.
- vi. Intentional misrepresentations by you, your employees, agents, or subcontractors to an End User or the Company.
- vii. Violation by either party of Section 3.0 (Ownership) of the Agreement.
- viii. Documented complaint by a User that you and/or your employee or subcontractor engaged in conduct that a reasonable person would find threatening, highly offensive, or harassing.

6.3. Notice. The Company may give notice by means of a general notice to you through the App, electronic mail to your email address on record in the Company's account information, or by written communication sent by first class mail or pre-paid post to your principal place of business on record in the Company's account information. Such notice shall be deemed to have been given upon the expiration of 72 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email or through the Application). You may give notice to the Company (such notice shall be deemed given when received by the Company) at any time by the following methods:

- i. letter sent by email to support@ops1.com
- ii. letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to the Company at the following address: Organizational Performance Systems, Inc., 1393 Oak Avenue, Los Altos, CA 94024 addressed to the attention of: Legal.

6.4. Termination Rights and Duties. Upon such termination all rights and duties of the parties toward each other shall cease except 2) Sections 2.0 (Confidentiality), 3.0 (Ownership), and 10.0 (Independent Contractor) shall survive termination of this Agreement.

7. INDEPENDENT CONTRACTOR

This Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The Parties are not employees, agents, joint venturers, or partners of each other for any purpose.

Nothing in this Agreement shall in any way be construed to constitute Service Provider as an agent, employee, or representative of the Company, but Service Provider shall perform the Services hereunder as an independent contractor. Service Provider agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon. Service Provider further agrees to indemnify and hold harmless to the extent of any obligation imposed on Company (i) to pay in withholding taxes or similar items or (ii) resulting from Service Provider's being determined not to be an independent contractor.

As an independent contractor, you recognize that you are not entitled to unemployment benefits following termination of this Agreement.

APPENDIX J

ENVISION APP COMMUNITY SPONSOR ADDITIONAL TERMS

IMPORTANT

THIS AGREEMENT GOVERNS YOUR USE OF OUR TECHNOLOGIES AND SERVICES AND YOU HEREBY AGREE TO PARTICIPATE IN THE DEPLOYMENT AND SUPPORT OF THE ENVISION APPLICATION IN YOUR COMMUNITY AS A SPONSOR ORGANIZATION.

In providing the EnVision Application (“App”), the mission of Organizational Performance Systems, Inc. (“Company”) is to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility.

1. Important information about the App and this Agreement

This document provides additional information on how the EnVision App program works and is an agreement between you and OPS. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement.

2. Statement of intent

In support of the mission of the Company, the EnVision Community Sponsor Agency (“Community Sponsor”) understands that this Agreement is a statement of intent to support the operation, use, and advocacy of the App in the Community Sponsor’s geographic region or area of influence (“Community”). It does not constitute a funding commitment by the Community Sponsor to OPS or by OPS directly to the Community Sponsor which, if any, will be executed via a separate agreement. OPS reserves the right to adjust these terms at its discretion and Community Sponsor has the right to accept or decline any adjusted terms. Non-acceptance of the terms may result in termination of the App within the Community.

3. Responsibilities

3.1. OPS assumes the following responsibilities:

3.1.1. Consistent with the provisions of Agreement, provide the App as a web-based system to people in the Community who desire to break the cycle of generational poverty and attain socio-economic mobility. Should the Community or Community Sponsor desire unique functionality of any kind, services may migrate to a paid version of the App.

3.1.2. Provide use of the App to Community service providers and reward providers for the sole purpose of enabling them to provide their services and/or resources to individuals and families in alignment of the OPS mission.

3.1.3. Establish goals for deployment and use of the App by certain segments of the Community population.

3.1.4. Work with the Community Sponsor and cross-section of community, government, and agency contacts to deploy the App so that Community needs associated with the Company mission are met in an effective and efficient manner.

3.1.5. Promote a positive relationship with the Partner and Community users of the App through periodic communications that inform various parties about the impact the App has on Community betterment.

3.2. Community Sponsor assumes the following responsibilities:

3.2.1. Designate by name one project leader to coordinate with OPS on all issues related to deployment, use, functionality, messaging, advocacy, and introductions.

3.2.2. Apply other appropriate resources (people, time, funds) to ensure success of the App in support of Community goals.

3.2.3. Facilitate End User reviews and feedback sessions.

3.2.3. Work with OPS related to functionality and messaging.

3.2.4. Facilitate introductions of OPS and the App's functionality to local service providers and reward providers.

3.2.5. Publicly advocate the use of the App to other community partners, agencies, and local governments

3.2.6. Display OPS and EnVision information and logos as widely as possible, including on newsletters, brochures, websites, and multi-media projects, and at your physical offices. Sponsors will make every effort to recognize OPS support in media releases and at public events, particularly when referring to the App.

3.2.7. Attend scheduled planning and coordination meetings as mutually agreed to with OPS.

4. Agency Independence

Community Sponsor expressly represents and warrants to OPS that it is not and shall not be construed to be an employee of OPS and that it is solely responsible for its actions and inactions in performing this Agreement.

5. Confidentiality

"Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information including the contents and terms of this Agreement disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Any "Confidential Information" shall be designated orally or in writing as such to Community Sponsor.

Community Sponsor will not, during or subsequent to the term of this Agreement, use the Company's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or disclose the Company's Confidential Information to any third party, and it is understood that said Confidential Information shall remain the sole property of the Company. Confidential Information does not include information which:

- i. is known to Community Sponsor at the time of disclosure to Community Sponsor by the Company as evidenced by written records of Community Sponsor
- ii. has become publicly known and made generally available through no wrongful act of Community Sponsor, or
- iii. has been rightfully received by Community Sponsor from a third party who is authorized to make such disclosure. Without the Company's prior written approval, Community Sponsor will not directly or indirectly disclose to anyone the terms of this Agreement.

Community Sponsor agrees that they will not, during the term of this Agreement, improperly use or disclose to Company any proprietary information or trade secrets of any former or current employer or other person or entity with which Community Sponsor has an agreement or duty to keep in confidence information acquired by Community Sponsor in confidence. Community Sponsor will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of this provision.

Community Sponsor recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. In the event that Community Sponsor becomes aware of any such confidential or proprietary information, Community Sponsor agrees that it shall have a duty to hold any such information in the strictest of confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

Upon the termination of this Agreement, or upon Company's earlier request, Community Sponsor will deliver to the Company all of the Company's property or Confidential Information in tangible form that Community Sponsor may have in their possession or control, if any.

6. Ownership

6.1 General. The Parties understand that to perform the services contemplated by this Agreement, it may be necessary for the Parties to exchange certain confidential and proprietary information regarding their operations, End Users, and other sensitive details that the Parties consider confidential. This confidential and proprietary information ("Confidential Information") includes, but is not limited to, the following:

6.2 Company Information. (1) the Service, and related methods, processes, and technology; (2) pricing, pricing methods and billing practices; (3) marketing and financial plans; (4) letters, memoranda, agreements, and other internal documents; and (5) financial or other information regarding the Company or Users that has not been disclosed to the public.

APPENDIX K

ENVISION APP SERVICE PROVIDER ADDITIONAL TERMS

IMPORTANT

THIS AGREEMENT GOVERNS YOUR USE OF OUR TECHNOLOGIES AND SERVICES AND YOU HEREBY AGREE TO PARTICIPATE IN THE DEPLOYMENT AND SUPPORT OF THE ENVISION APPLICATION IN YOUR COMMUNITY AS A SPONSOR ORGANIZATION.

In providing the EnVision Application (“App”), the mission of Organizational Performance Systems, Inc. (“Company”) is to empower households and help people in need break the cycle of generational poverty and attain socio-economic mobility.

1. Important information about the App and this agreement

This document provides additional information on how the EnVision program works and is an agreement between you and OPS. In this document, the following words have special meanings:

- (a) “Agreement” means the Master Subscription Agreement (“MSA”) and these additional terms.
- (b) “Service Provider” means any non-profit, faith-based organization, private corporation, housing finance agency, federal agency, state and local government, or other community-based organization that provides social services, support, or resources for the benefit of individuals and families living in their community.
- (c) “Partner” or “Partnership” means an agreement for a collaborative effort and is not to be construed as a legal partnership of any kind.

2. Statement of intent

In support of the mission of the Company, the EnVision Community Sponsor Agency (“Sponsor”) understands that this Agreement is a statement of intent to support the operation, use, and advocacy of the App in the Sponsor’s geographic region or area of influence (“Community”). It does not constitute a funding commitment by the Sponsor to OPS or by OPS directly to the Sponsor which, if any, will be executed via a separate agreement. OPS reserves the right to adjust these terms at its discretion and Sponsor has the right to accept or decline any adjusted terms. Non-acceptance of the terms may result in termination of the App within the Community.

3. Responsibilities

3.1. OPS assumes the following responsibilities:

- 3.1.1. Consistent with the provisions of Agreement, provide the Program as a web-based system to people in the Community who desire to break the cycle of generational poverty and attain socio-economic mobility. Should the Community or Sponsor desire unique functionality of any kind, services may migrate to a paid version of the App.
- 3.1.2. Provide use of the App to Community service providers and reward providers for the sole purpose of enabling them to provide their services and/or resources to individuals and families in alignment of the OPS mission.
- 3.1.3. Deploy the Program so that Community needs associated with the Company mission are met in an effective and efficient manner.

3.2. Service Provider assumes the following responsibilities:

- 3.2.1. Ensure the Service Providers profile is maintained in a timely manner, including any and all changes as they occur.

3.2.2. Respond to inquiries from Participants in a timely and professional manner.

3.2.3. Work with OPS related to functionality and messaging.

4. Agency Independence

Service Provider expressly represents and warrants to OPS that it is not and shall not be construed to be an employee of OPS and that it is solely responsible for its actions and inactions in performing this Agreement.