



**Economic Development Advisory Committee
Regular Meeting Agenda
Fraser Town Hall, 153 Fraser Avenue and Virtually
Tuesday, June 23, 2020
9:00 AM- 11:00 AM**

NOTE: Times are approximate and agenda subject to change

Virtual Meeting Information

<https://us02web.zoom.us/j/89501535954>

Meeting ID: 895 0153 5954

Phone Number 1-253-215-8782

1. **Roll Call**
2. **Approval Of Agenda**
3. **Discussion Items**
 - a. Bandwango

Documents:

[Fraser, CO - Bandwango Proposal - 6.12.20.Pdf](#)
[Fraser, CO Bandwango Partner Agreement_6.12.20.Pdf](#)

- b. Business Economic Recovery
4. **Other Business**
5. **Future Agenda Items**
6. **Adjourn**

Members of the Fraser Board of Trustees may attend this meeting.



Fraser, Colorado Digital Experience Passes

Based on the destination and on conversations with Sarah Wieck, Bandwango proposes the creation of a gamified “Mountain Mural Festival pass”, alongside a Savings Pass for all of your membership businesses that can be used by residents and visitors alike. Later, we see a gamified outdoor focused pass like a “Hike, Bike & Beers” as ideal for your destination. Any or all of these passes elevate the Fraser, Colorado brand and conveniently lets your residents and visitors experience more of what Fraser has to offer, while having fun doing it! All of these experiences would be available and delivered to customers under the trusted Fraser, Colorado brand.

Delivered Instantly – No Apps to Download

Tickets, tours, trails and multiple pass products from any of your Fraser, Colorado passes would be delivered instantly via SMS and email – available via both print-at-home and mobile. The Bandwango platform is an exclusive lightweight web application framework that allows your customers to begin enjoying their experiences instantly. No app stores, no passwords and no downloads required.

Conversion and Economic Impact

Frasercolorado.com features fantastic inspirational content that pulls potential visitors further down the decision-making funnel. Now let’s add a call-to-action and bottom-of-the-funnel conversion to pull the inspired parties all the way through!

Customers who purchase or sign up for these passes/trails then visit and spend money at the participating businesses. Customer activity is tracked through Bandwango: who they are, where they are from, their mobile number and/or email, what businesses they visited and when, what they redeemed and the estimated direct spending at each individual business.

All of this data (and much more) is provided to you in reports from Bandwango. You are now able to report the success of marketing investment all the way down to reporting to an individual business how many visitors you delivered through their doors.

Unlimited Number of Passports, Trails, Ticketing

Bandwango will create and manage an unlimited number of passports, trails and ticketing as part of Fraser, Colorado's license. The **total year one cost** of the license is **\$10,000** with zero potential additional fees/costs. We've extended year one to 15 months, giving you an additional three months for free! Year two will be \$8,500.

Experience Management Operational Partner

Bandwango is more than just the platform and technology that delivers experiences, we are your full operational partner that manages the end-to-end logistics of your marketplace.

Our services are broken down into the following key initiatives:

Merchant Outreach/On-boarding: We onboard merchants into our platform through our proven CRM-driven process. This includes the development of call/email scripts (working with you), custom sign-up forms, redemption instruction sheets, and one-on-one training sessions with individual merchants. All of our agreements include unlimited merchant on-boarding for the duration of your contract.

Passport Setup and Configuration: Our onboarding fee allows us to develop a variety of passes as well as micro-sites where your website's header will be custom coded and we will set up a custom subdomain to maintain your domain authority as well as analytics reports. Ultimately, we deliver to you a system that is ready to launch.

Data Analytics Setup: We will set up a custom reporting dashboard for you based on the type of data you would like to visualize and the insights you are looking to gain from our system. Additionally, Bandwango configures your Google Tag Manager and Google Analytics accounts to accurately pass data into your existing analytics system.

Customer Service: We provide 100% customer service to you and your staff, merchants, and consumers. Support is provided through multiple channels including email, text, live chat, and phone.

Managed Accounting (if applicable): If you plan to create transactions through Bandwango DXE, we provide all managed accounting services including collection of funds, payment disbursement via check or ACH, and distribution of excess funds to you on a monthly basis.

Client Services Manager: To make sure you receive the focus you deserve; we will assign a dedicated project manager to your passport programs.

Client Success Manager: To ensure that your utilization of the Bandwango platform is successful and meets your objectives, a dedicated success manager will be assigned to your account to regularly review performance, data, present new functionality, and identify new growth opportunities.

Understanding of Client Needs

Every Destination Marketing organization is unique. Each has its own distinct audiences, tone, personality, and set of business objectives. Bandwango will conduct a preliminary consultation to dive deeper into your objectives and goals. We will then develop a strategy and execution plan accordingly. We focus on streamlining logistics.

For a full overview of the Bandwango platform, please refer to the [Bandwango Overview Presentation](#)



These Mutual Confidentiality & Non-Disclosure Agreement and Standard Terms & Conditions (collectively referred to herein as the "Agreement") are made and entered into by and between Bandwango, Inc., a Delaware Corporation ("Bandwango") and _____ ("Partner") and together with Bandwango, the "parties" and each a "party".

Standard Terms & Conditions

1) Partner's Duties and Responsibilities

- a) Partner will make available to Bandwango, promptly on request by Bandwango, information, assets, and materials necessary for Bandwango to provide its Services.
- b) Partner will designate a representative to Bandwango to facilitate each party's performance under this Agreement including, but not limited to, acting as a contact for any and all matters and communications concerning the Agreement.

2) Effective Date

This Agreement shall not become effective until execution of this Agreement by both parties.

3) License

- a) Subject to the terms hereof, Bandwango hereby grants to Partner a limited, non-exclusive, non-transferable, non-sub licensable license (the "License") to use its Destination Experience Engine software (the "Licensed Program") and associated services ("Services"). The term "Licensed Program" shall also include any updates, modifications, improvements and add-ons of the Licensed Program licensed to Partner by Bandwango.
- b) Use of Licensed Programs. The parties intend that Partner shall use Licensed Program in connection with the administration and facilitation of its program. The Licensed Program will be accessed through Bandwango and/or Partner owned website(s). Partner may not assign, transfer, sublicense, sell or otherwise transfer or distribute copies of the Licensed Program to others. Partner may not modify or translate the Licensed Program or the associated documentation ("Documentation") without the prior written consent of Bandwango.
- c) Partner may not reverse assemble, decompile, reverse assemble, reverse engineer, reverse compile or otherwise attempt to create the source code from the Licensed Program.
- d) Copyright and Ownership. The Licensed Program and Documentation are copyrighted by Bandwango. Partner agrees that it will not own or acquire any claim or right of ownership to the Licensed Program or to any related patents, copyrights, trademarks or other intellectual property. Bandwango retains all rights in

and to the Licensed Programs not expressly granted in this Terms and Conditions. Title, ownership, and all rights (including without limitation intellectual property rights) in and to the Licensed Program shall remain with Bandwango. Except for those rights expressly granted herein, no other rights are granted, whether expressed or implied.

e) Service and Support. During the term of this Agreement, Bandwango will provide technical support, technical maintenance, correction of technical errors and bugs, consultation, training, and the Services associated with the intended operation of the Licensed Program. Such Service shall include the processing of credit card transactions, facilitating payments for redemptions to participating destination pass attractions, maintaining books and records of all transactions in accordance with Generally Accepted Accounting Principles, and enabling Partner to generate reports on purchasers and redemptions useful to Partner for marketing, pricing and other such purposes. Bandwango shall maintain agreements with all merchants participating in the pass program. If Partner notifies Bandwango of a program error respecting the Licensed Programs, or Bandwango has reason to believe that error exists in the Licensed Program, Bandwango shall at its expense verify and attempt to correct such error within seven (7) working days after the date of notification. The following implementation services will be provided upon execution of this agreement:

i) Partner/Venue Activation and Setup:

- (1) Account provisioning
- (2) Payments/pricing setup, product/perk uploading, deal creation

ii) Customized User Experience:

- (1) Custom account configuration (users, groups, permissions, preferences, etc.) according to your specific requirements and workflows
- (2) Setup of backend administration panel, venue redemption portal
- (3) Branded customer mobile-friendly checkout website
- (4) Branded consumer mobile pass

iii) Customized On-boarding:

- (1) Administrator training session(s)

(2) Venue training session(s)

f) License to Partner Information. Partner hereby grants Bandwango non-exclusive, non-transferable, limited license to all Partner trademarks, copyrights, data, copyrighted materials, content and other intellectual property provided by Partner to Bandwango to be incorporated in or used in connection with the Licensed Program ("Partner Content") throughout the term of this Terms and Conditions. In addition, Bandwango may advertise that Partner is a customer of Bandwango and use such Partner Content in connection with any Bandwango sales efforts or marketing materials. Partner hereby represents and warrants that the Partner Content does not incorporate or otherwise infringe upon the rights of any person or organization. Partner acknowledges and agrees that Bandwango is not responsible for examining or evaluating content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Partner Content. Bandwango does not warrant or endorse and does not assume and will not have any liability or responsibility to Partner or any other person for any Partner Content. Partner will indemnify, defend and hold harmless Bandwango from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any breach by Partner of this License or any third party claims resulting from the failure of Partner to perform Services to any customer or otherwise as required by that particular arrangement.

4) Pricing

Detailed pricing can be found in Addendum A.

- a) Each Bandwango plan ("Pricing Plan") is composed of a combination of implementation fees ("Implementation Fee"), monthly service fees ("Monthly Fee"), and annual license fees ("Annual Fee"). Details of the Pricing Plan that Partner is agreeing to are detailed in Addendum A.
- b) Implementation Fee. The price to be paid by Partner to Bandwango for implementation ("Implementation Fee") supports the activities outlined in Addendum A.
- c) The Implementation Fee shall be paid in full within 15 days upon execution of this Agreement. Thereafter, Bandwango will provide onboarding and training for a set number of merchants defined in Addendum A, technical support, technical maintenance, correction of technical errors and bugs, consultation, training, and the Services associated with the Licensed Programs as described in Paragraph 3, (e) "Service and Support" above. After the set number of merchants defined in Addendum A has been reached, a flat fee per merchant will be charged for onboarding and training services, which can be found in Addendum A.
- d) Annual License Fees. The Annual Fee will be charged

by Bandwango to Partner to support all managed accounting and customer service operations for Partner, Merchants, and Customers. The Annual License fee shall be invoiced to Partner upon contract execution, payable on net 15 terms.

e) Monthly Service Fees. The Monthly Fee for use of the Licensed Program includes a limited number of paid ("Paid Distribution") and free ("Free Distribution") pass distributions ("Pass") per month ("Monthly Allowances"). Details of these limits can be found in Addendum A.

i) Free Distributions: A Free Distribution is defined as a distribution generated through the Licensed Program where the item(s) have a retail price of \$0 and does not require payment from the customer.

ii) A Paid Distribution is defined as one Pass created and distributed by the Licensed Program in which transfer of money occurs between the customer and the Licensed Program. In the event that the sum of Bandwango fees and merchant remittance exceeds the sale price of Paid Distributions, Partner will be responsible for the losses incurred and will be billed by Bandwango on a monthly basis, subject to net 15 terms. All Paid Distributions are shall be charged a credit card fee ("Payment Gateway Fee") as defined in Addendum A. Payment Gateway Fees shall not be reimbursed when refunds are processed through the Licensed Program.

In certain instances, a transaction or distribution may occur outside of the Licensed Program ("Third Party Distributions") while the Licensed Program is used to generated the pass. Third Party Distributions shall be counted towards all Monthly Allowances detailed in Addendum A. Examples of this include (among others) distribution by Groupon, Living Social or other deal sites, as well as distribution through tour operators and OTAs. On Paid Distributions, all commissions outlined in Addendum A shall be billed at full retail price, regardless of any discounts provided through Third Party Distributions.

Remittance on Returns and/or Refunds for paid passes exclude all processing fees charged to Bandwango.

f) The monthly fee will be invoiced on a monthly or annual basis, to be determined by Partner, payable on net 15 terms. All fees exceeding allowances outlined in Addendum A ("Management Fees") shall not be reimbursed when refunds are processed through the Licensed Program.

g) Bandwango shall manage all accounting associated with the Licensed Program, including: (1) collection of payments, (2) dispersing payments to merchants, (3) refunds, and (4) management of reporting. Merchants will be paid on a monthly basis, not exceeding 30 days after the end of each month. After any applicable fees outlined in Addendum A and payments have been remitted to merchants, all excess funds shall be dispersed to Partner. Payments to Partner will be made

on a monthly basis, not exceeding 30 days after the end of each calendar month.

h) Upgrading Pricing Plan. Partner retains the right to upgrade their Pricing Plan at anytime during the duration of this agreement in order to increase the number of Monthly Allowances. In the instance that Partner elects to upgrade their Pricing Plan, Partner shall be responsible for the upgraded Monthly Fee beginning at the next billable month, and in all subsequent months for the duration of this agreement. Additionally, Partner shall be responsible for the Annual Fee of the upgraded Pricing Plan, billed at the difference in Annual Fee between the original Pricing Plan and the upgraded Pricing Plan. All upgrades will require contract amendment and the Upgrade Fee shall be due upon amendment signature, payable on net 30 terms.

5) Data Ownership

a) Rights in Customer Data. As between the parties, Partner retains all right, title and interest in and to the Customer Data, all Customer Properties and all content contained therein (excluding any Bandwango IP). Partner hereby grants Bandwango a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify and create derivative works of the Customer Data solely to the extent necessary to provide the Licensed Program and Services.

b) Aggregate/Anonymous Data. Aggregate/Anonymous Data means: (i) data generated by aggregating Customer Data with other data so that results are non-personally identifiable with respect to Customer and (ii) anonymous learnings, logs and data regarding use of the Licensed Program and Services. Customer agrees that Bandwango will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the parties agree that Aggregate/Anonymous Data is Bandwango Intellectual Property, which Bandwango may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Bandwango's products and services and to create and distribute reports and other materials). Bandwango will not distribute Aggregate/Anonymous Data in a manner that personally identifies Customers.

6) Indemnity

To the fullest extent permitted by law, Partner agrees to defend, indemnify and hold harmless Bandwango, and Bandwango's officers, directors, partners, agents, consultants, volunteers, and employees from and against any and all claims, losses, liability, and damages (including but not limited to attorney's fees, litigation expenses, and costs) occurring during the fulfillment of this Agreement, based on the directions, approvals, publications, and negligent actions or inactions of Partner. This indemnification and defense obligation applies fully to Bandwango's affiliates. To the fullest extent permitted by law, Bandwango agrees to defend, indemnify and hold harmless Partner, and Partner officers, directors partners, agents, consultants, volunteers, and employees from and against any and all claims, losses, liability, and damages (including but not limited to attorney's

fees, litigation expenses, and costs) occurring during the fulfillment of this Agreement, based upon the infringement by Bandwango upon any persons intellectual property rights or upon the negligent actions or inactions of Bandwango. This indemnification and defense obligation applies fully to Partner's affiliates.

Upon becoming of any claim, Bandwango shall promptly (a) notify Partner in writing of the claim, (b) provide Partner with all reasonable information and assistance to defend or settle the claim, (c) make no admissions, whether written or oral, that could affect such claim, and (d) grant or provide Partner with sole authority and control over the defense or settlement of the claim.

7) Standard of Performance

a) Bandwango shall perform all Services in accordance with this Agreement and all applicable laws and permits.

b) Bandwango warrants to Partner that its Services will be performed in a professional and workmanlike manner, in conformance with the highest professional standards in the industry. Bandwango warrants that the Services provided shall be satisfactory to Partner's expectations.

8) Ownership and Restrictions

a) Bandwango or its licensors retain all ownership and intellectual property rights to the Services and Bandwango programs. Bandwango retains all ownership and intellectual property rights to anything developed and delivered under the Agreement. Bandwango shall be entitled, without limitation or restrictions, to use, disclose and employ any of these Services or software on behalf of its other and future clients.

Third party technology that may be appropriate or necessary for use with some Bandwango programs is specified in the program documentation or ordering document as applicable. Your right to use such third party technology is governed by the terms of the third party technology license Agreement specified by Bandwango and not under the Agreement. You may not:

- (1) remove or modify any program markings or any notice of Bandwango's or its licensors' proprietary rights;
- (2) make the programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services you have acquired);
- (3) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting products or Services competitive to Bandwango;
- (4) disclose results of any Services or program benchmark tests without Bandwango's prior written consent;
- (5) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or Service bureau use, or otherwise commercially

exploit or make the Services, Bandwango programs or materials available, to any third party other than, as expressly permitted under the terms of the Agreement.

The rights granted to you under the Agreement are also conditioned on the following:

(6) Except as expressly provided herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means;

(7) And you agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

9) Cancellation of Job

Either Party may terminate this Agreement for a material breach by notifying the breaching Party both in writing and via email to the appropriate representative, specifying the nature of the breach and the section of this Agreement imposing the breached obligation. Provided, however, that the breaching Party shall have an opportunity to remedy the breach immediately or as soon as commercially reasonable after such notice. If the breach is not remedied in a commercially reasonable time, the non-breaching Party may terminate this Agreement. If this Agreement is terminated for breach under this Section, the Party terminating this Agreement, in addition to such termination, shall have all rights and remedies available at law or in equity.

10) Governing Law

a) This Agreement shall for all purposes be considered as having been made in and construed in accordance with the laws of Delaware. Any and all actions at law or in equity, not included within the scope of the arbitration provision herein, if any, shall be brought only in a court of competent jurisdiction located in the State of Delaware and each party hereby waives any right to any change of venue.

b) Bandwango acknowledges that all images, designs, plans, training, web sites, reports and other written materials, including electronically stored versions and drafts thereof, are and shall remain the sole and exclusive property of Partner. All such materials shall be provided to Partner upon termination of this Agreement and Partner shall thereafter have the unrestricted right as owner to display and otherwise use all such materials without any royalty, remuneration or credit being

provided to Bandwango. Bandwango shall not trademark, copyright or otherwise register in its own name any such materials. Such materials shall not include Services and software, that are in existence prior to this Agreement or created outside the scope of this Agreement, or ideas, methods, processes, skills, or know how, whether in Bandwango's possession prior to or developed by Bandwango during the provisions of Services under this Agreement, all of which is and shall remain the sole and exclusive property of Bandwango.

11) No Consequential or Punitive Damages

Except to the extent caused by fraud or willful misconduct, neither party shall be liable to the other for consequential damages, for lost revenues or profits, cost of capital, lost production of products, liability to third parties for failure to deliver products, loss of opportunity for business with third parties, or punitive or exemplary damages.

12) Waiver Not Precedent

A waiver on the part of Partner or Bandwango of any term or condition of this Agreement shall not constitute a precedent or bind either party hereto to a waiver of any succeeding breach of the same or any other term or condition of this Agreement.

13) Force Majeure

Any delays in performance by either party under this Agreement shall be excused to the extent caused by occurrences beyond the control of the parties affected, including but not limited to, decrees of the government, acts of God, strikes, or other concerted acts of workers (provided Bandwango has exhausted all reasonable means, including legal recourse), fires, floods, explosion, riots, war, rebellion, and sabotage, but the foregoing shall not give rise to any claims for damages or be considered a waiver by either party of the obligations of this Agreement. If the Bandwango is delayed by an occurrence beyond its control then the Contract time may be extended one day for each day delayed by aforementioned act, as determined necessary by Partner.

14) Continuing Obligations

To the extent permitted by law, the completion of the Services or any termination of this Agreement shall not relieve Bandwango of any of its obligations under this Agreement, which is of a continuing nature or effect.

15) Entire Agreement and Contract Modification

The Mutual Confidentiality & Non-Disclosure Agreement, together with this Terms and Conditions, sets forth the entire Agreement between Bandwango and Partner with respect to the subject matter hereof. No modification of the Mutual

Confidentiality & Non-Disclosure Agreement or this Terms and Condition shall be effective unless made in writing and signed by both parties. Provided, however, that the written proposal from Bandwango and discussions held in connection therewith shall be admissible in construing the scope of this Terms and Conditions should a dispute arise between the Parties in connection therewith.

16) Dispute Resolution: Claims, Mediation, and Arbitration Mediation

a) Any claim arising out of or related to the Agreement, except those waived as provided for herein, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. b) Prior to engaging in mediation or arbitration, the parties shall, within ten (10) days of notice of the claim, meet and attempt in good faith to resolve the dispute. If the dispute is not resolved informally, then the parties shall proceed as set forth herein. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise. c) Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, unless another mediator is mutually agreed upon. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by Agreement of the parties or court order. d) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

Arbitration

e) Any claim arising out of or related to the Agreement, except those waived as provided herein, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of this section. f) Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, unless a different arbitrator is mutually agreed upon, and a copy shall be filed with Partner's development manager. Any arbitrator shall have reasonable experience, and at least 5 years' experience, in the area of information technology-related Agreements and issues, and shall possess sufficient experience in large, complex commercial

disputes to serve a useful role as arbitrator with respect to disputes arising under this Agreement.

g) A demand for arbitration shall be made by Bandwango within thirty (30) days of Partner's rejection of a claim, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

h) Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

i) Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

17) Term of Agreement

This Agreement is effective for a term of 15 months beginning upon execution of this Agreement. The Agreement will automatically be extended for an additional year unless either party provides written notice of its intent not to renew no less than 30 days prior to contract expiration. This Agreement will thus continue in perpetuity until such notice is provided.

Mutual Confidentiality & Non-Disclosure Agreement

WHEREAS, the parties desire to disclose certain information to each other in connection with the services to be provided by Bandwango for and on behalf of Partner or in consideration of a possible business transaction or relationship between the parties. THEREFORE, the parties agree to enter into a confidential relationship with respect to the disclosure of certain information.

In consideration of the mutual covenants set out in this Agreement, the disclosure of certain information, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1) Definitions

a) "Confidential Information" includes all information, technical data, or know-how, including, but not limited to, that which relates to a disclosing party's research, products, hardware, software, designs, inventions, ideas, processes, drawings, business plans, product implementations, financial information, marketing techniques, business operation and systems, pricing policies, information concerning employees, customers, and/or vendors disclosed by one party to another in writing, orally, by inspection, or otherwise. Confidential Information does not include information that the receiving party can demonstrate: (i) was in the receiving party's possession prior to its being furnished to the receiving party under the terms of this Agreement, provided the source of that information was not known by the receiving party to be bound by a confidentiality agreement with, or other continual, legal or fiduciary obligation of confidentiality, to the disclosing party;

(ii) is now, or hereafter becomes, through no act or failure to act on the part of either party, generally known to the public; (iii) is rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (iv) is independently developed by the receiving party without use of or reference to the Confidential Information. Confidential Information shall include all information of which unauthorized disclosure could be detrimental to the interests of the disclosing party whether or not such information is identified as Confidential Information by the disclosing party.

b) "Representative" includes the receiving party's directors, officers, employees, agents, and financial, legal, and other advisors.

2) Confidentiality

a) The receiving party and its Representatives shall not disclose any Confidential Information to third parties, in any manner whatsoever, except as provided in paragraphs 3 and 4 of this Agreement, and shall protect the Confidential Information for five (5) years following the date of its disclosure.

b) The receiving party shall take all measures reasonably necessary to protect the Confidential Information received from the disclosing party, at least as great as the measures it takes to protect its own confidential information. The receiving party shall segregate all Confidential Information from the confidential information of others in order to prevent commingling.

3) Permitted Disclosures

The parties may disclose Confidential Information to their responsible Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to evaluate or carry out a proposed transaction or relationship or service and only if such Representatives are advised of the confidential nature of such Confidential Information, and the terms of this Agreement, and are bound by a written agreement or by a legally enforceable code of professional responsibility to protect the confidentiality of such Confidential Information.

4) Required Disclosures

The receiving party may disclose Confidential Information pursuant to a court order, provided that the receiving party shall give the disclosing party reasonable notice of not less than thirty (30) days prior to such disclosure and reasonable opportunity to obtain a protective order or the equivalent.

5) Use and Disclaimers

a) The receiving party and its Representatives shall use the Confidential Information solely in connection with the Services and the relationship contemplated in connection with the providing of Services and/or for the purpose of evaluating a possible transaction or

relationship with the disclosing party and shall not in any way use the Confidential Information to the detriment of the disclosing party. The receiving party shall comply with all applicable United States and foreign export laws and regulations.

b) Nothing in this Agreement is intended to grant or imply any rights, by license or otherwise, to either party under any patent, copyright, trade secret, or other intellectual property right, nor shall this Agreement grant or imply to either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of consideration of a possible transaction or relationship or service between the parties. Neither party shall reverse engineer, decompile or disassemble any hardware or software received from the other party for any purpose inconsistent with this Agreement.

c) THE DISCLOSING PARTY PROVIDES INFORMATION SOLELY ON AN "AS IS" BASIS. The receiving party hereby agrees to indemnify the disclosing party against any and all losses, damages, claims, expenses, and attorneys' fees incurred or suffered by the disclosing party as a result of a breach of this Agreement by the receiving party or its Representatives.

6) Return of Documents

a) The receiving party shall return to the disclosing party any and all records, notes, documents, material, and other written, printed or other tangible intangible (in the case of electronic materials) materials in its possession pertaining to the Confidential Information immediately on the written request of the disclosing party or upon termination of this Agreement. The returning of materials shall not relieve the receiving party from compliance with other terms and conditions of this Agreement.

b) The receiving party shall make no copies of any of the disclosing party's Confidential Information without the prior written consent of the disclosing party and shall return to the disclosing party, upon request or upon termination of the relationship between the parties, all copies made thereof.

7) No Additional Agreements

a) Notwithstanding any agreement for the Services, neither the holding of discussions nor the exchange of material or information shall be construed as an obligation of the either party to perform any work, enter into any license, business engagement or other agreement with the other party. The parties hereby acknowledge that they are not agents of each other. Nothing in this Agreement shall prohibit a party from providing its own Confidential Information to third parties and entering into agreements with third parties.

b) Each party reserve the right, in its sole discretion, to reject any and all proposals made by the other party or its Representatives with regard to a transaction between the parties and to terminate discussions and negotiations at any time. Additional agreements of the parties, if any, shall be in a signed writing.

8) Irreparable Harm

The receiving party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party is to be in addition to the remedies otherwise available to the disclosing party at law or in equity. The receiving party expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing party.

9) Assignment

This Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement (an "assignment") be delegated, voluntarily, by operation of law or otherwise, without the parties' prior written consent. Any attempted assignment in contravention of this Section 9 shall be void and ineffective. The terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the permitted respective successors and assigns of the parties hereto.

10) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regards to conflicts of laws principles. The parties hereby irrevocably consent to the jurisdiction of the state and federal courts located in the State of Delaware, in any action arising out of or relating to this Agreement, and waive any other venue to which either party may be entitled by domicile or otherwise.

11) Attorney's Fees

If any action at law or in equity is brought to enforce or

interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.

12) Counterparts and Right

a) This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed, or caused to be duly executed, a counterpart of this Agreement.

b) The person signing on behalf of each party represents that he or she has the right and power to execute this Agreement.

13) Entire Agreement

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement shall not limit any rights that either party may have under trade secret, copyright, patent or other laws that may be available. This Agreement may not be modified or amended except by a writing that explicitly refers to the amendment of this Agreement and that is signed by authorized representatives of both parties.

14) Miscellaneous.

a) None of the provisions of this Agreement shall be deemed to have been waived by any act, omission, or acquiescence on the part of the disclosing party without a written instrument signed by the disclosing party. No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition;

b) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.

c) The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date indicated below.

Bandwango, LLC

4516 South 700 East, Suite 205, Murray, UT 84107

Signed: _____

Date: _____

Name: _____

Title: _____

Bandwango Accounting Contact: Accounting@bandwango.com attention John Dymon

Partner Name:

Partner Mailing Address:

Partner City, State, and Zip Code:

Billing Email Address:

Payment Structure:

- Pay the entire First Year Cost (reference in Appendix A) up-front
- Pay Implementation Fee and Annual License Fee up-front. Bill remaining Monthly Fees on a monthly basis, beginning month four.

Signed: _____

Date: _____

Name: _____

Title: _____

Addendum A

Bandwango Destination Experience Engine (DXE) Pricing	
One-Time Implementation Fee: Onboarding & Setup for Success - \$5,000	
Merchant Onboarding <ul style="list-style-type: none"> Email & phone outreach Custom sign-up form Merchant system setup Merchant review & training sessions Includes ongoing merchant onboarding 	Unlimited Merchants
System Setup & Use Case Optimization <ul style="list-style-type: none"> Pass creation Landing page creation Client training session Reporting setup GTM/GA setup Financial model 	Included
Pricing Plan	Starter
*Monthly Service Fee	\$500 \$208.33
Annual Platform Fee	\$2,500
Paid Pass Allowances Credit card fee is included in all commissions.	10%
Free Passes Allowances	Unlimited
Managed Accounting Payments collection & distribution.	Included
*First Year Cost	\$13,500 \$10,000
*15 month year one	Year one of this agreement has been extended to 15 months at no additional cost. The first 3 months of service fees are waived.

Special Note: Rewards and incentive items managed and fulfilled by Bandwango, including t-shirt and gamification bounties, are considered paid passes and will be assessed a 10% management, shipping, and handling fee on the gross costs for manufacture & distribution.

Remittance on Returns and/or Refunds for paid passes exclude processing fees.