



Babylon Leads
7220 Trade St Ste 132
San Diego, CA 92121
Info@BabylonLeads.com

Loyalty and Rewards System Agreement

Prepared By Babylon Leads Inc.

For All Active and Servicing Stores

1. DEFINITIONS:

This Agreement sets out the terms and conditions upon which the contracting company (the "Company"), being a company duly registered under the laws of United States of America engages Babylon Leads Inc. (the "Marketer"), being a Company duly registered under the state laws of California and the United States of America as a marketer for the Company (together, the "Parties").

WHEREAS: The Company is desirous of engaging Babylon Leads in providing Loyalty and Rewards System Services on such terms as are set out throughout this Agreement and the Marketer for their part is desirous of being engaged by the Company to provide said Services on said terms.

NOW, THEREFORE, IT IS HEREBY AGREED as follows: In this Agreement:

1.1 Unless it is evident from the context and having regards to the generality of the Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa.

1.2 The terms of this Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of the Agreement.

1.3 The terms of this Agreement shall be deemed to be binding on both Parties once Babylon Leads have installed and provided their services to the company; and/or once the company have submitted a payment to Babylon Leads Inc.

2. FEES:

2.1 In consideration of its proposed services the Company agrees to pay Babylon Leads the full

amount agreed at the signed up date with the rep responsible for their account – the amount filled out at the payment form.

2.2 A late fee of 15% will be incurred to the Company if they failed to pay the invoice by the Due date of the invoice (Net 10 from Date of invoice).

2.3 More late fees will be incurred if the Company failed to pay the invoice/s plus the first late fee/s. The extra late fees will be as following: 15% for missing first late fee, 15% for missing the second late fee, and so on.

2.4 Any additional tablets will cost the Company 150 dollars installation fees.

2.5 Babylon Leads Inc will process the company's payment each month according to their billing cycle unless specifically asked not to via email or writing.

2.6 Babylon Leads Inc holds the right to charge any amount disputed to the company's account.

3. PROVISION OF INFORMATION:

3.1. The performance by Babylon Leads of its obligations under this Agreement is conditional upon receipt of the above and changes in these requirements must be notified in writing as soon as practicable.

3.2. The Company, agrees to pay for any expenses and fees remaining if the Company cancels the service order after signing this contract and before the contract end.

3.3. The Company, agrees to provide Babylon Leads with all the information necessary to complete the service above. Including but not limited to: advertising materials, store name, address, phone numbers, specials to be displayed on SMS blasts or tablet, and all other materials needed for Babylon Leads to market for Company.

3.4. The Company understands and agrees that the monthly payment for the system is on a MONTH BY MONTH basis, never charged more than 1 month unless asked explicitly by the Company.

3.5. The Company understands and agrees that if the company asked to cancel the service before the end date mentioned above, it would remain obligated to pay the remainder of the payments if any payments are outstanding.

3.6. If the Company cancels the service at any time, it is obligated to return the property of Babylon Leads Inc such as but not limited to tablets, chargers, tape, and stands that were provided by Babylon Leads.

3.7. If any technical, software, physical, or hardware issue(s) occurs with any of the tablets used for this service, the Company is obligated to carry the burden of any expenses needed for replacement,

purchase, programming, and installing another tablet(s).

3.8. If due to force majeure or any unseen software glitches with our mass SMS and blasts system, The company understands software errors may arise and shall not hold Babylon Leads Responsible for any liabilities.

3.9. Babylon Leads Inc. is not responsible for any lost profits or the Company's customer service and/or reputation with its customers and clients

3.10. The company understands that Babylon Leads Inc. operates and maintains TCPA rules and regulations. The Marketer uses private databases to store the information about the Company's customers securely. Babylon Leads Inc. will never release this private information nor sell it or disclose it to entities. The company understands that beyond Babylon Leads Inc.'s software and services, these information will not be used for any other marketing means in order to maintain compliance under TCPA rules.

4. WARRANTIES AND INDEMNITIES:

It is agreed that:

4.1 Both Parties warrant that they have the necessary power and approval to enter into this Agreement.

4.2 Both Parties warrant that they are not aware of anything in their reasonable control which will or could have an adverse effect upon their ability to perform their respective obligations under this Agreement.

4.3 Babylon Leads undertakes to pause or stop all Services on the express instruction of the Company in writing or by email [Info@babylonleads.com].

4.4 The Company undertakes to pay all Fees promptly and not to unreasonably withhold payment.

4.5 The failure or delay by either Party to enforce any term of this agreement or to act upon a breach of any term shall not constitute a waiver of their rights.

4.6 Both Parties warrant that they will not do anything to hinder or adversely affect the execution of the other parties' duties under the Agreement.

4.7 Both Parties warrant that they will submit to the exclusive jurisdiction of the courts and legal systems of their respective states.

4.8 The Company understands that Babylon Leads Inc follows very strict regulations regarding SMS advertising and marketing. Any problems that raise due to the Company's misconduct such as adding people's SMS numbers without their physical presence or consent are considered unlawful and against the federal rules and regulations of SMS marketing and advertising.

Therefore any unlawful actions by the Company are considered the Company's fault fully and the only party liable to these actions. Any legal issues, legal fees, legal misconduct due to the Company's misconduct are paid by the Company to the responsible party. Any further legal actions are carried against the Company only.

4.9 The Company agrees to not hold Babylon Leads accountable of any liabilities incurred in relation, direct or indirect, to the Services listed above.

4.10 It is agreed that: Babylon Leads shall ensure that any confidential information or material which is obtained during the scope of this Agreement or in negotiation thereof is kept confidential including but not limited to the details of the means of Services and the commission due or received under this Agreement.

4.11 The Company shall ensure that the details of the Candidate are kept confidential at all times and undertakes not to share this information with any third-parties.

7. NOTICES:

Any notice served under this Agreement shall be made in writing or emailed to [Info@babylonleads.com] and shall be considered served if it is handed to the other Party in person or delivered to their last known address or any other such address as the Party being served may have notified as his address for service. All notices shall be delivered in English.

8. GOVERNING LAW, DISPUTES AND ARBITRATION:

8.1 The Agreement is made under the exclusive jurisdiction of the laws of United States of America

8.2 Disputes under this Agreement shall be subject to the exclusive jurisdiction of the courts of United States of America

BY USING OUR SOFTWARE AND HAVING OUR TABLETS INSTALLED IN THE COMPANY'S BUSINESS, AS WELL AS SUBMITTING A PAYMENT, the Company has understood, and agreed to this Agreement