

CLIENT SERVICES AGREEMENT

SCA Promotions, Inc. (“SCA”, “we”, “our” or “us”) provide online access to our registration and bonding services, as described from time to time on the SCA website (www.registersweeps.com) the “SCA Website”) (the “Services”), for various forms of sales promotions (“Promotions”) such as contests, sweepstakes and games of chance. The Services are designed to expedite the preparation of registration forms, obtain bonding where required, file the registration in applicable jurisdictions, and facilitate the record keeping and communication process related to the registration. The Services offer the advantage of an easy, one-stop solution for all of these tasks, with (subject to the terms set out herein) timely delivery to all U.S. states requiring registration, where complete registration information and materials are received by SCA within the timeframes specified and in accordance with the terms set out herein. In this Agreement, a “business day” shall mean any Monday through Friday that is not a national or statutory holiday in the U.S. or Canada, as applicable. The Services do not including providing services related to insurance or to the legality, design or administration of the actual promotion or legal issues relating to the registration or bonding.

We only provide our Services to sales promotion agencies, sponsors, industry attorneys and clients of industry attorneys who have been specifically referred to us by such attorneys. We will provide services under the terms and conditions of this Client Services Agreement, and any written and signed amendments hereto (the “Agreement”) and any operating rules or policies (including, without limitation, our Privacy Policy) that may be published from time to time by SCA on the SCA Website. To use the Services, you must be a client of SCA (“Client”) and must accept the terms and conditions of this Agreement. “You” as used in this Agreement shall mean the Client, Client’s employees, and any person authorized to use the Client’s account.

Becoming a Client. There is no cost to become a Client. To apply to become a Client, first complete the application form provided on the SCA Website and submit it by reviewing this Agreement and clicking “I Accept” at the end of this Agreement. You will then be asked to execute a Limited Power of Attorney for the limited purpose of allowing SCA to sign promotion registration forms on your behalf. The Limited Power of Attorney form must be signed, notarized and faxed to us before you can use the Services. As part of the application process, if you wish for us to invoice you for the Services instead of you paying at the time of order placement, we will run a business history/credit check on your company (the “Credit Check”) to determine whether your company is, in our reasonable discretion, eligible to become a credit customer (“Credit Customer”) and to establish your credit limit (“Credit Limit”). You will qualify as a Credit Customer if your company has a satisfactory credit history as determined by established criteria evaluated by Dun & Bradstreet and SCA and has not had a bankruptcy, significant tax liens or adverse credit judgments filed against it within the past three (3) years. Once we have received your complete application and your Limited Power of Attorney form, and we have run the Credit Check, we will notify you by e-mail of your acceptance as a Client and your company’s credit status. We reserve the right to reject your application for any reason and we will promptly notify you of your rejection by e-mail. You are responsible for maintaining the confidentiality of your User ID and password and for all use of your User ID and password, whether or not authorized by you.

Ordering Services. Once you become a Client, you can order the Services by completing the online order form provided on the SCA Website and providing us, in the manner indicated on your order form, with all requested information and documents. Before you complete the order, you will be provided with a description of the scope and nature of the Services and the fees for the applicable Services (the “Fees”). The details of these Fees are contained in the Client-only accessible portion of the SCA Website. You may also obtain current fee information at any time by sending an e-mail to info@sisbonds.com. Please note that if you have not been accepted as a Credit Customer or if your privilege as a Credit Customer is revoked, you will be required to pay us at the time of order placement using one of the approved payment options set forth on the SCA Website at the time of purchase. All Fees are expressed in U.S. currency, and all Clients will be billed in U.S. dollars. Currency conversions are calculated as needed on the SCA Website using conversion rates provided by JP Morgan Chase.

In certain cases where required by the surety bond carrier, SCA will provide you with a General Indemnity Agreement (“Indemnity Agreement”) for the named promotion sponsor to sign and fax to SCA. This Indemnity Agreement will be kept on file by SCA and may be used for future promotions for which said named sponsor registers so long as the surety carrier listed in the Indemnity Agreement agrees to provide the bonds under those circumstances; otherwise a new Indemnity Agreement must be executed. Likewise, if SCA changes surety carriers, another Indemnity Agreement will have to be executed by the named sponsor. A corporate resolution verifying the signature authority of the individual signing the Indemnity Agreement may be required for bonds of \$250,000 US or more. Financial information will be required from the named sponsor for bonds above \$250,000 US, and any additional requirements for larger bonds will be reasonable and customary for the industry and must be reviewed and approved by SCA. Both the scope and nature of the Services and the Fees are subject to change from time to time without notice, but the Services and Fees in effect at the time an order is placed will remain in effect for that order. Filing fees required by government agencies and paid on your behalf by SCA are subject to change without notice as changed by the agencies. By submitting your order, you agree to the Services and the Fees as described at the time you place your order. **We will not process any incomplete order and you are fully responsible for all information and documents that you provide to us as well as the timeliness, under applicable laws, with which you provide your registration information and materials to us.**

Timing of Services. Subject to the terms hereof, for Clients located within the continental United States and Canada, we will provide next-business-day registration of promotions in all jurisdictions in the U.S. in which registration is required, provided that we receive your complete online order and an electronic or paper copy of all required documents, in legible form, by 3:00 p.m. (CST) on the date of order placement, if the date of order placement and the following day are both business days. We will also procure and include with the registration, upon your request and as required by applicable state law, surety bonds, provided we have on file or receive as part of your service order a signed Indemnity Agreement from the named promotion sponsor by 3:00 p.m. (CST). For orders received after the deadlines specified above, we agree, subject to the terms hereof, to complete registration, procure any required bonds, and deliver the registration to the required agencies by the second business day following receipt of all required information and documents.

If you are not a Credit Customer, your order will not be deemed complete until we have received full payment of the applicable Fees.

If you require “Representation for Service of Process” as required by law for registration in Arizona, we will provide online registration with Incorp Services, Inc. as your representative for service of process.

SCA will not be responsible for any rejection, action or omission of any government authority, or for any fine, interest or other penalty imposed by any government authority unless such rejection, action, omission, fine interest or other penalty was solely due to SCA’s negligent failure to perform or negligent delay in performing the Services as required hereunder. Any such fines, interest or other penalties will be charged to and payable solely by you.

SCA cannot be responsible for delays, misdirections, or loss of or damage to materials in the mail or through courier services, or delays caused by technical malfunctions or failures beyond SCA’s control, of telephone networks or computer systems by strikes, lockouts or other labor troubles, war, terrorism, *force majeure* factors, or other factors beyond the reasonable control of SCA. In the event that you have omitted any required information or failed to submit any required documents, we will notify you of the deficiency, and the agreed time to complete the Services will begin when we have received all of the completed required information and documents.

In the event that you have submitted incorrect information in an order or wish to change the information, you are responsible for correcting or changing such information. You may, however, direct us to make such correction or change with the applicable government authorities for you by logging onto the SCA Website and entering the replacement information. Please note that if you request us to reprocess or re-file a

registration after it has been filed with the government agencies because of inaccurate or changed information provided by you, we will charge you a Fee for order change as posted on the SCA Website.

Billing and Payment by Credit Customers. You will be provided with an invoice of all Fees online at the time of order placement. If you are approved as a Credit Customer, you may elect at the time of order placement either to have SCA mail a statement for outstanding invoice(s) to you for the Services or to pay for the Services at the time of order placement by any one of the approved methods specified on the SCA Website. If you elect for us to mail a statement to you, we will bill you for the Fees charged to your account not less than once a month. Invoiced Fees will be due and payable upon your receipt of the online invoice (“Invoice”) at the time of order placement. In the event there is an unpaid balance thirty (30) days after the date of an Invoice, you agree to pay a late fee (“Late Fee”) calculated at the rate of the lesser of 0.049315% per day (approximately 18% per annum) of the past-due balance or the then highest rate permitted by applicable law. We reserve the right to suspend your access to the Services if your balance is more than 60 days past due. In addition, we reserve the right to revoke your privilege as a Credit Customer if you are late in making any payments or if your outstanding balance owed equals or exceeds your established Credit Limit. You may provide additional financial information to us as justification for establishing a higher Credit Limit, but all decisions regarding your Credit Limit and your status as a Credit Customer will be left to the sole discretion of SCA. If you are not a Credit Customer or your privilege as a Credit Customer is revoked, you must pay the Fees at the time you place your order. In such case, we will not perform any Services for you until we have received the full payment of Fees by one of the approved payments options set forth on the SCA Website.

Term/Termination. This Agreement will commence on the date we confirm your acceptance as a Client and your account will remain in effect until: (a) one party notifies the other in writing (registered mail, overnight courier, fax or personal delivery) that said party is terminating the Agreement, or (b) you do not use the Services for a period of sixty (60) months. Notice will be deemed to have been received on the date of receipt by SCA, if sent by fax, overnight courier or personal delivery, and on the tenth business day after registered mailing. If this Agreement is terminated for any reason, you may re-apply at any time to use the Services; however, such application will be subject to approval by SCA, and such returning customers shall be subject to any changes to SCA’s requirements. If this Agreement is terminated, you agree to pay for all Services ordered prior to such termination. The following sections of this Agreement shall survive the termination of this Agreement: Confidential Information, Non-Competition/Non-Solicitation, Representations and Warranties, Indemnification, Limitation of Liability, Disputes/Governing Law and Miscellaneous.

Confidential Information. You agree that you will maintain the confidentiality of the information given or made accessible to you as a result of being our Client, including, without limitation, any information regarding the Services, Fees, pricing and procedures as contained on the secure and confidential Client-only accessible portions of the SCA Website, business methods, know-how and any other proprietary information (“Confidential Information”). You agree that you will not disclose any Confidential Information to any third parties and you will not use any Confidential Information for any purpose other than to place your order(s) for the Services.

Non-Competition/Non-Solicitation. You agree that during the term of this Agreement and for a period of three (3) years thereafter, you will not directly or indirectly, either on your own behalf or on behalf of any other person, firm or corporation, attempt to establish or operate a web-based online registration and bonding service for marketing promotions such as contests and sweepstakes.

Ownership. The SCA Website is owned and operated by SCA. All materials on the SCA Website, including, but not limited to, images, illustrations and descriptions are protected by copyrights, trademarks and other proprietary rights and are owned by SCA or licensed to SCA by third parties. No material from the SCA Website may be copied, reproduced, republished, displayed, uploaded, posted, transmitted or otherwise distributed in any way without our prior written permission or as you may be authorized on the SCA Website. SCA shall have no rights of ownership in the information and documents provided by you as part of the registration orders. We agree to retain all such information on the SCA Website for a period of

five (5) years from the original order date, unless sooner provided to you and deactivated on the SCA Website at your request.

No Legal Advice. You acknowledge that we do not review any promotion to determine whether it complies with governmental laws, regulations or industry guidelines or whether it may result in liability to the promotion sponsor, any third parties or us. It is accordingly your sole responsibility to determine and comply with all applicable legal requirements including, but not limited to, the timing requirements relating to the submission of registration materials and any disclosure or other content requirements for promotion rules, advertisements and other materials. You should consult with your own legal counsel on these matters. Notwithstanding the foregoing, if we in our sole discretion determine, for any reason, that your promotion may create liability for us, we may refuse to provide you with the Services.

Representations and Warranties. We represent and warrant that: (a) we have the full right and power to enter into this Agreement and to perform our obligations under this Agreement; (b) we will perform our obligations in a professional manner and at all times in accordance with this Agreement.

You represent and warrant that: (a) you have the full right and power to enter into this Agreement and to bind your company (and your client, if applicable) with respect to all of the terms and conditions contained herein and your entering into this Agreement shall not infringe on the rights of any third parties; (b) the information provided during the application and order process is accurate to the best of your knowledge and that such information will not infringe on the rights of any third parties; (c) you will use commercially reasonable efforts to ensure that any materials submitted or transmitted by you are free from any viruses, worms, trojan horses, or other items of a destructive nature; and (d) you will use the SCA Website and the Services in a manner consistent with any applicable laws and regulations.

Except as specifically set forth herein, SCA makes no representations or warranties of any kind, either express or implied, including, without limitation, implied warranties or merchantability, non-infringement and fitness for a particular purpose.

Indemnification. Subject to the terms hereof, SCA agrees to defend, indemnify and hold you and your parent, subsidiary and affiliated companies, and their respective officers, directors, shareholders, agents and representatives harmless from and against any and all reasonable claims, demands, liabilities, losses, damages, costs and expenses (collectively, "Losses") arising from: (a) SCA's breach of its warranties and representations under this Agreement, and (b) any grossly negligent acts or omissions by SCA in connection with the Services for which we have undertaken responsibility under this Agreement.

Subject to the terms hereof, you agree to defend, indemnify and hold SCA, its parent, subsidiary and affiliated companies, and their respective officers, directors, shareholders, agents and representatives harmless from and against any and all Losses arising from: (a) your breach of your warranties and representations under this Agreement, (b) your failure to timely pay any monies due SCA hereunder, (c) your unauthorized use of the Services, (d) you or any applicable Promotion's failure to comply with any applicable laws and regulations or violation of third party rights, and (e) any information or documents that you provide to us and any other acts or omissions by you or your client (if applicable) in connection with the Services. You also agree to indemnify us for any claims arising out of our placement of your name and logo on the SCA Website.

Limitation of Liability. SCA shall not be liable for any damages, including, without limitation, any indirect, incidental, consequential, special or exemplary damages (e.g., loss of profits, goodwill, or other intangible or tangible losses), which exceed the Fees paid by you to SCA under this Agreement.

Disputes/Governing Law. The parties agree to submit to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "Rules") with respect to any controversy or claim arising from or related to this Agreement. Any such arbitration proceedings shall be conducted before a sole neutral arbitrator, who shall have expertise in the promotions industry and who shall be selected by the parties hereto in accordance with the Rules. The arbitrator may grant injunctions or other relief and awards (including attorneys' fees) in such dispute or controversy. The decision of the

arbitrator shall be final, conclusive and binding on the parties to the arbitration. The place of arbitration shall be Dallas, Texas. Judgment on any award rendered by such arbitrator may be entered in any court having jurisdiction thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of laws provisions.

Miscellaneous. You agree that we will not be responsible for the content or privacy policies of any website that you link to from the SCA Website. Use of any linked sites is at your own risk. You may not assign this Agreement, or any of its rights, interests or obligations without our prior written consent, which shall not be unreasonably withheld. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decisions, such unenforceability or invalidity shall not render the remaining provisions of this Agreement unenforceable or invalid. This Agreement, the Limited Power of Attorney, together with any other documents required by us and all references to an information contained on the SCA Website, which are incorporated by reference, constitute the entire agreement between the parties, and supersede any other agreement, promise or practice between the parties relating to the subject matter hereof.

We reserve the right to change any provision of this Agreement at any time, which change shall become effective thirty (30) days after the date of written notice provided by us to you through the posting of such changes on the SCA Website. You agree that your failure to read or otherwise act on such written notification shall not affect the applicability or enforceability of such changes, so long as we make any such changes available for your review on the SCA Website.

By accepting this Agreement as part of your application to become a Client, you agree to be bound by the terms of this Agreement and any modifications and amendments thereto and hereby submit your completed Client application.

The effective date of this Agreement shall be _____.

CLIENT NAME

SCA PROMOTIONS, INC.

Signature

Signature

Representative Typed Name

Representative Typed Name

Title

Title

Date

Date