

# eScrip Group Plan

## PROGRAM TERMS AND CONDITIONS

1. Electronic Scrip Incorporated (ESI) has established the eScrip Program ("Program") to benefit United States organizations that support youth education in the United States. Organizations meeting these criteria may apply to become authorized participants in the Program; however, ESI reserves the right to refuse or revoke the enrollment of any organization in the Program. Organization understands and agrees to use contributions to benefit youth education in the United States only.
2. When a supporter of Organization makes a qualifying purchase at a participating merchant, the participating merchant, pursuant to its agreement with ESI, will provide ESI with a percentage of such purchases, and ESI shall provide such contributions to Organization, subject to the administration fee described below.
3. During Organization's enrollment in the Program, ESI and Organization shall have the right to indicate to the public that Organization is an authorized participant in the Program and in connection therewith may use the trademarks, servicemarks and trade names ("Marks") of the other party. However, all representations of the ESI Marks that Organization uses shall be exact copies of those used by ESI or shall first be submitted to ESI for approval of design, color and other details. Organization shall not use the ESI Marks in any manner that would be inconsistent with or damaging to ESI's name or reputation.
4. "Confidential Information" shall mean any trade secrets, confidential data, or other confidential information of ESI or Organization and is deemed to include Organization's banking information (the "Confidential Information"). Neither ESI nor Organization shall use any Confidential Information of the other for any purpose not authorized under this Agreement, and shall not disclose any such Confidential Information to any third party except as required by law. Supporters' registered card numbers are Confidential Information and will be disclosed by ESI only to participating merchants to calculate rebates, eScrip program processors, or as otherwise permitted by law.
5. This Agreement shall remain in effect until terminated by either party upon thirty (30) days written notice to the other party.
6. Organization may not assign this Agreement or any rights or obligations hereunder, directly or indirectly by operation of law or otherwise, without the prior written consent of ESI. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. Any disputes arising out of this Agreement shall be received by binding arbitration in Santa Clara County, California in accordance with the rules of the American Arbitration Association.
7. ESI shall deduct a 15% administration fee from the total monthly contributions allocated to Organization. Such monthly administration fees shall be deducted prior to any monthly distribution to Organization. For the following merchants, the eScrip group administration fee is waived for groups and paid by the merchant: Adams, Schnucks, Harding's.
8. ESI's obligation to deliver funds under the program is expressly conditioned upon ESI receiving funds from qualifying merchants. ESI makes no representations or warranties, express, implied, statutory or otherwise, with respect to the program or as to any matter whatsoever. In particular and without limitation, ESI disclaims any and all warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement of third-party rights.
9. ESI shall not be liable for any damages, including without limitation direct or indirect damages, incidental, special or consequential damages, loss of profits or revenue, or interruption of business, in any way arising out of or related to the program, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even if ESI or any representative of ESI has been advised of the possibility of such damages.
10. ESI reserves the right to discontinue or alter the terms of this program, including but not limited to: the participation merchants, the contribution percentages, and the registered card types that are accepted by merchants, at any time without prior notice.