

**PREPAID REWARD CARD
PURCHASER TERMS AND CONDITIONS
JUNE 2013**

These Terms and Conditions ("Terms and Conditions") set forth the terms and conditions for a Purchaser ("you", "your" or "Purchaser") to purchase Reward Cards from SVM, LP and its subsidiaries and affiliates (collectively, "SVM", "Seller", "us", "our", or "we"). Individually, Purchaser and Seller are each a Party ("Party") and collectively, both Purchaser and Seller are Parties ("Parties") to the Terms and Conditions.

For purposes of these Terms and Conditions, Reward Cards shall mean plastic or digital MasterCard, American Express, Discover or Visa-branded pre-denominated non-reloadable prepaid reward cards.

Reward Cards may only be used in connection with bona fide loyalty, award or promotional business sponsored programs ("Programs" or "Program") where individuals ("Participants") are awarded a Reward Card in connection with a Program, and where no money or other thing of value is given by the Participant in exchange for the Reward Card including no price increase to cover the cost of the Reward Card. Reward Cards shall have a valid through date at least twelve months after purchase by you. Reward Cards may not be resold to consumers or other businesses.

SVM shall receive full payment prior to activating and shipping any Reward Cards. Upon verification of payment and receipt of a shipping file in appropriate format, SVM shall ship Reward Cards to the Participant addresses provided by you via USPS first class mail (or if you have selected bulk fulfillment, to you via your selected shipping method). Except as otherwise set forth herein, Reward Cards are not subject to refund or exchange by Purchaser or any Participants.

By purchasing Reward Cards from SVM, you agree that you have read, understand and agree to the Terms and Conditions, and any additional terms and conditions applicable to any products or services which you may purchase from SVM, as any of the same may be modified and exist from time to time. We reserve the right in our sole discretion to cancel, change, modify, limit, suspend or discontinue any of the Terms and Conditions at any time. Any changes to these Terms and Conditions will be shown in the Terms and Conditions on the SVM website, www.svmcards.com, and will be effective immediately unless stated otherwise.

Reward Card Issuance and Servicing

For personalized Reward Cards, you warrant that only a first name and last name, or first initial and last name, will be provided to SVM. The text submitted for personalization shall be limited to the following: capital letters A-Z, space, period, comma, hyphen, forward slash, and apostrophe. If the first and last name combined exceeds the maximum allowable characters, the field will include the first initial and last name (up to the maximum allowable characters). If

you, directly or indirectly, transmit or provide any text or symbols to SVM other than the first initial or name and last name of the Participant, the order may be delayed and you shall assume all costs and liabilities incurred as a result of such action. As applicable, the personalized Reward Card demographic data must include Participant's home address regardless of the shipment method. Should addresses other than the Participant's home address be provided by you, you accept and acknowledge that the Reward Card may be suspended and/or cancelled.

If you send text for use on the message line for Reward Cards, you shall meet all of the following requirements: (i) text shall be business appropriate, and (ii) text shall not exceed the maximum allowable characters or spaces in any of the following combinations: Capital letters A-Z, numerals 0-9, period, comma, hyphen, forward slash, apostrophe, or ampersand. If you attempt to transmit or provide any text or symbol to us other than permitted above, the order may be delayed and you shall assume any and all costs and liabilities incurred as a result of such action. Once a Reward Card is issued or given to a Participant, an agreement between the Reward Card issuer and the Participant exists and is so documented in terms that accompany each Reward Card (the "Cardholder Agreement"). Any fees imposed on the recipient such as Reward Card replacement fees, service fees and any other relevant fees will be disclosed in the Cardholder Agreement.

If you send text for use in any field for the order, the text shall be business appropriate, otherwise your order may be delayed and you shall assume any and all costs and liabilities incurred as a result of such action.

Notwithstanding any Reward Card replacement as permitted in the Cardholder Agreement, you warrant that no Participant shall receive more than five (5) Reward Cards in a single day.

For Reward Cards lost or stolen after delivery and reported by the Participant before the valid thru date, the Reward Card issuer may replace the Reward Card, as well as replace onto the new Reward Card, the balance on the Reward Card at the time it is reported lost or stolen by the Participant (less card replacement fees, if applicable), in accordance with the Cardholder Agreement. The Reward Card issuer shall not be responsible for replacement of value lost before the Reward Card is reported to Reward Card issuer as lost or stolen.

Compliance

Each Party agrees to abide by all applicable local, state, provincial and federal laws including but not limited to, the Bank Secrecy Act, the USA PATRIOT Act, and other relevant anti-money laundering laws, rules and regulations promulgated by the Office of Foreign Asset Control ("OFAC"), Proceeds of Crime (money laundering) and Terrorist Financing Act ("PC Act") and/or the Financial Transactions and Reports Analysis of Canada ("FINTRAC") and the Office of the Superintendent of Financial Institutions ("OSFI"), as well as consumer protection, rebate, promotions and sweepstakes, and data protection laws, as they pertain to the Reward Cards, Participants and/or the Program. Without limiting the foregoing and subject to the laws in effect from time to time, you agree that Programs in which the Participants are your employees and the employees are located in the State of Florida, that Reward Cards issued in connection with such portion of the Program administered to such Florida residents shall be valid for users for a period

of not less than twelve (12) months subject to applicable law. For all Programs and Participants, you shall determine whether the Reward Cards provided to Participants implicate the Program's compliance with those provisions of the Internal Revenue Code governing exclusion of prizes and awards from the gross income of Participants. Neither SVM nor the Reward Card issuer bears responsibility or liability for any determination related to the Reward Cards and treatment for tax purposes nor makes any representation or warranty concerning any tax matters relating to the Program, including the eligibility of Participants for any exclusion. You shall ensure that the Program qualifies as a loyalty, award or promotion program.

Intellectual Property

You shall adhere to Reward Card branding guidelines, and you shall not distribute, either internally or to the public, any materials (including but not limited to advertisements, marketing materials, promotions, direct mail (including email), press releases, Internet notices or web pages, brochures and posters) that refer directly or indirectly to any network, Reward Card issuer, Seller or any of their respective marks or trade names, or the Reward Cards without prior review and written approval. The branding review is to ensure appropriate usage of marks and trade names and shall not be interpreted in any way as an approval of the elements of a Program, or that the Program complies with applicable law. In addition to other rights and remedies at law or in equity, should you violate this Section, Purchaser may be assessed the following penalties at the sole discretion of the Card Reward Card issuer or network: a penalty of \$5,000 upon a first offense; \$10,000 upon a second offense; and \$15,000 upon a third offense.

You are not granted any right, title or interest in or to proprietary technology, methods and methodologies, software code, documentation, tools, software and interfaces, trade secrets, works of authorship or other proprietary materials that are protected by intellectual property rights held by the other Party or its licensors and used by the other Party in the operation and maintenance of the Program web site, or the supporting Participant web site, including, without limitation, any and all intellectual property rights and other proprietary rights embodied therein or otherwise applicable thereto. Neither Party has granted any intellectual property ownership interest in such Party's names, titles, logos, trademarks or service marks or other intellectual property.

Representations, Warranties and Covenants

You represent and warrant that the Program does not constitute payment of "commissions" (e.g., the Program does not provide a primary source (50% or more) of compensation to the Participant) and is therefore not subject to regulation under Regulation E of the Electronic Funds Transfer Act and its Official Staff Commentary as issued August 24, 2006.

In the event that you elect bulk shipment, you covenant that you will distribute the Participant Agreement, as provided, to each Participant with each Card and that you shall protect the Reward Cards as you would a like amount of cash.

You covenant that you shall obtain any necessary approvals or consents from Participants prior to sending or disclosing personally identifiable information of such Participants to us, and that

you shall be responsible for the maintenance and retention of such records for the longer of (i) seven (7) years or (ii) five (5) years after the expiration of the Program.

Participant Identification and Recordkeeping

Cards are subject to customer identification and recordkeeping as required by the USA PATRIOT Act, and/or the PC Act including the following elements thereof: notification, collection, verification and recordkeeping of Purchaser and/or Participant information. Purchaser must undergo customer identification pursuant to 31 CFR 103.125 (also known as know-your-customer rules or “KYC”). You shall provide us the name, address, tax identification number and other information necessary for us to reasonably verify your identity, for performance of KYC, OFAC/OFSI screenings, and any other compliance activities, prior to or at the time of account set up. You shall not be allowed to place orders for Reward Cards without the necessary Purchaser identification data and verification.

Unless a Program meets Exceptions described below, Participant Identification Data must be collected, verified and retained (“CIP Process”). With regard to employee programs, “Participant Identification Data” includes, but is not limited to, name, date of birth, address, and government issued identification number. With regard to non-employee programs, Participant Identification Data includes any data that is pertinent to the execution of the Program that may be used to verify the identity of the Participant to form a reasonable belief that the Participant is who they claim to be. The CIP Process shall be performed by you who shall provide access to the Participant Identification Data as required by these Terms and Conditions for the period of time required and described in the paragraph below. The CIP Process may also be performed by the branded Reward Card network, Reward Card issuer, or us; however, such performance does not eliminate your responsibility for the CIP Process hereunder.

Exceptions to the CIP Process are permitted pursuant to 31 C.F.R. parts 1010 and 1022 for Programs that meet the following (“Exception”):

Programs utilizing MasterCard, American Express, Discover or Visa U.S. dollar Cards provided KYC is performed and all of the following four elements are met: (1) Cards are non-reloadable; (2) Cards have a \$1,000 maximum value from which no more than \$1,000 can be initially loaded, used or withdrawn in any one day; (3) transfers between or among users of Cards are prohibited; and (4) funds or value of funds cannot be transmitted internationally.

You shall be liable to us for direct costs and expenses caused by your failure to respond promptly and accurately to our request for Participant Identification Data and/or KYC data during the period and you must retain such information as detailed in this agreement.

We may request additional Participant Identification Data under certain circumstances, such as, but not limited to, situations where a Reward Card is issued in an amount in excess of \$10,000.00 and can be utilized at an automated teller machine (ATM).

KYC and Participant Identification Data may be subject to verification by the applicable Reward

Card network, Reward Card issuer, or us. You shall maintain such records for the longer of (i) seven (7) years or (ii) five (5) years after the expiration of the Program.

DISCLAIMER

THE EXPRESS WARRANTIES STATED ABOVE ARE THE ONLY WARRANTIES PROVIDED BY THE PARTIES, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES OR THESE TERMS AND CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnity

Each Party shall indemnify and hold harmless the other Party and its affiliates, officers, directors, agents and representatives from any and all losses, damages, liabilities and costs arising out of or in connection with any breach of, or non-compliance with, its obligations under these Terms and Conditions.

LIMIT OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUES OR PROFITS OR LOST SAVINGS, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THESE TERMS AND CONDITIONS, WHETHER ARISING FROM BREACH OF THIS TERMS AND CONDITIONS, BREACH OF WARRANTY, TORT OR OTHERWISE, FOR AN AMOUNT GREATER THAN \$25,000. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN WILL NOT APPLY TO LIABILITY FOR THE PAYMENT OF FEES OR OTHER PAYMENTS DUE OR ANY CONFIDENTIALITY OBLIGATIONS OF THE PARTIES.

General

The relationship created hereunder between you and us shall be solely that of an independent contractor. Neither Party may assign its rights nor obligations hereunder except to a successor entity acquiring such Party or all or substantially all of its assets.

All notices, demands, requests, approvals, consents or other communications to be given or delivered under these Terms and Conditions ("Notices") will be in writing and will be deemed to have been given when delivered in person or by nationally recognized overnight service; upon confirmation of receipt when sent by certified mail, return receipt requested; or five (5) days after deposit in first class U.S. mail, as the case may be, to the addresses indicated below:

If to SVM: Marshall Reavis, SVM, LP, 200 East Howard Avenue, Suite 220, Des Plaines, IL 60018; With a copy to: Gerald Haberkorn, Esq., Lowis & Gellen, 200 W. Adams, Suite 1900, Chicago, Illinois 60606.

If to Purchaser: To the billing address provided by you at the time the order is placed.

No course of dealing between or among any persons having any interest in the Terms and Conditions will be deemed effective to modify or amend any part of the Terms and Conditions, or any rights or obligations of any person under or by reason of the Terms and Conditions. The Terms and Conditions, and any purchase order or prepaid invoice documents delivered prior to executing the order, contain the complete agreement between you and us relating to the services contemplated hereby and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way. Any provision of these Terms and Conditions which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of these Terms and Conditions or affecting the enforceability of such remaining provisions. No waiver by SVM of any right allowed under the Terms and Conditions in any instance shall be deemed or construed as a waiver or forfeiture of any similar preceding or future rights under these Terms and Conditions. The internal laws of the State of Illinois will govern all questions concerning the construction, validity, performance of the obligation, and interpretation of the Terms and Conditions. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, these Terms and Conditions may be brought against any of the Parties solely in the courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the Parties consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

Neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its or its subcontractors' reasonable control that are not due to the negligence or misconduct of the Party claiming relief under this Section or its subcontractors, including, without limitation, fire or other casualty, act of God, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such Party, provided that such Party has informed the other Party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such Party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable

All references in these Terms and Conditions to "Purchaser", "Seller", "SVM", "we", "us", "our", "you", "your", "Party" or "Parties" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of products or services under this or prior Terms and Conditions between you and us.