



New Hampshire Liquor Commission

50 Storrs Street
Concord, NH 03301
(603) 230-7015

31

JAN 07 2026

Joseph W. Mollica
Chairman

Nicole Brassard Jordan
Deputy Commissioner

Kelly A. Ayotte
Governor

December 16, 2025

Her Excellency, Governor Kelly A. Ayotte,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Liquor Commission (NHLC) to enter into a **Sole Source** contract with Givex USA Corporation (VC#271686), Gurnee, IL, in the amount of \$425,000.00 for stored value card processing and related services, with the option to renew for an additional two-year period, effective upon Governor and Executive Council approval through February 29, 2028. Funding Source: 100% Liquor Funds.

Funds are available in the following account for Fiscal Years 2026 and 2027, and are anticipated to be available in Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-77-77-7715-10300000; Marketing and Merchandising-Store Operations:

State FY	Class-Account	Class Title	Amount
2026	44-402714	MiscRev-Credit Card Fees	\$41,066.00
2026	020-500200	CurrExp-Supplies (Consumable)	\$100,000.00
2027	44-402714	MiscRev-Credit Card Fees	\$50,026.00
2027	020-500200	CurrExp-Supplies (Consumable)	\$200,000.00
2028	44-402714	MiscRev-Credit Card Fees	\$33,908.00
		Total:	\$425,000.00

EXPLANATION

This request is **Sole Source** because the NHLC received no bids in response to its Request for Proposals for the contracted services. As the NHLC's current gift card processing provider, Givex USA Corporation (Givex) is able to continue to process gift cards without interruption of service to the NHLC's customers. Therefore, Givex was selected for the contract when no proposals were received.

The NHLC offers its retail customers the ability to purchase gift cards as a means to buy products at any of its sixty-four Liquor & Wine Outlets or through its website. Additionally, the NHLC issues a variety of promotional cards to customers in conjunction with various sales and promotions throughout the year. For more than a decade, Givex has been the NHLC's vendor for the purchase of physical cards as well as the processing of card balances and inquiries.

The State of New Hampshire entered into a statewide sole source contract with Givex for gift card processing services in 2016 (approved by Governor and Executive Council on May 4, 2016, Item #84, and subsequently amended with approval on April 17, 2019, Item #5C, on April 6, 2022, Item #81, and on May 29, 2024, Item #5X) and the NHLC has utilized the contract since that time. As the statewide contract was not planned to be renewed, the NHLC issued a Request for Proposals (RFP), NHLC RFP 2025-07 – Stored Value Card Programs, to solicit a new vendor. However, no proposals were received in response to the RFP and a gift card processor is required to maintain the current gift and promotional card data.

As Givex is the current provider and has been for many years, continuing services with Givex provides substantial benefit to the State. In addition to ensuring seamless gift card services to the public, an established provider with internal infrastructure already in place with the agency means that no additional resource hours will be incurred in the use of the services. Further, Givex has proven itself to be a good partner to the NHLC by completing orders on time and maintaining an accurate and accessible database of gift and promotional card information.

Based on the foregoing, I respectfully request approval of the contract with Givex USA Corporation.

Respectfully submitted,



Joseph W. Mollica

Chairman, Liquor Commission



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

December 16, 2025

Joseph W. Mollica, Chairman
New Hampshire Liquor Commission
State of New Hampshire
50 Storrs Street
Concord, NH 03301

Dear Chairman Mollica:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Give USA Corporation, as described below and referenced as DoIT No. 2026-027.

The purpose of this request is for stored value cards and related services.

The Total Price Limitation shall be \$425,000, effective upon Governor and Council approval through February 29, 2028.

A copy of this letter must accompany the New Hampshire Liquor Commission's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2026-027

cc: Mike Therrien, IT Manager

FORM NUMBER P-37 (version 2/23/2023)

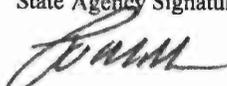
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Liquor Commission		1.2 State Agency Address 50 Storrs Street, Concord, NH 03301	
1.3 Contractor Name Givex USA Corporation		1.4 Contractor Address 1960 Swanson Court, Suite A, Gurnee, IL 60031	
1.5 Contractor Phone Number (469)383-3493	1.6 Account Unit and Class Various	1.7 Completion Date February 29, 2028	1.8 Price Limitation \$425,000.00
1.9 Contracting Officer for State Agency Mark Roy, Director of Marketing, Merchandising, & Warehousing		1.10 State Agency Telephone Number (603)230-7007	
1.11 Contractor Signature  Date: 12/05/25		1.12 Name and Title of Contractor Signatory Jurgen Ketel, Director of Enterprise Sales	
1.13 State Agency Signature  Date: 22/18/2025		1.14 Name and Title of State Agency Signatory Joseph W. Mollica, Chairman	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: /s/ Mike Grandy On: 12/17/2025			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			



2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A: SPECIAL PROVISIONS

There are no Special Provisions.

EXHIBIT B: SCOPE OF SERVICES

Givex by Shift4 United States Merchant Agreement (Gift/Loyalty)

Merchant Information

Legal Name (herein referred to as the "Merchant"): New Hampshire Liquor Commission

Trade Name(s): New Hampshire Liquor Commission; New Hampshire Liquor & Wine Outlet

Address: 50 Storrs Street

City, State and Zip Code: Concord, NH 03301

Email Address: N/A

Phone: (603)230-7015

Contact Information

Lead Contact Name, Phone and Email: Mark Roy, (603)230-7007, Mark.R.Roy@liquor.nh.gov

Secondary Contact Name, Phone and Email: Patricia Peters, (603)230-3199, Patricia.L.Peters@liquor.nh.gov

Technical Contact Name, Phone and Email: Steven Gagnon, (603)230-3199, Steven.A.Gagnon@liquor.nh.gov

Financial Contact Name, Phone and Email: Christina Demers, (603)230-7024, Christina.M.Demers@liquor.nh.gov

Givex Dealer Information (complete only if applicable)

Company Name: N/A

Contact Name, Phone and Email: N/A

In this Agreement, "Givex" shall mean Givex USA Corporation and "Merchant" shall mean the above-referenced Merchant, all of its affiliates, subsidiaries, employees, agents and participating locations. Givex and Merchant shall be collectively referred to as the "Parties" and each as a "Party". For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Givex and Merchant agree to be legally bound by the terms and conditions set forth in this Agreement.

1. DEFINITIONS

1.1 In this Agreement, the following terms shall have the following meanings:

"Confidential Information" means all proprietary, confidential and non-publicly available information provided by or on behalf of each party (the "Disclosing Party") to the other party (the "Receiving Party"), whether before or after the date hereof, and extends to all confidential, proprietary and non-publicly available information, whether in oral, written, graphical, schematic or electronic form, which may include, but is not be limited to, technical, technological and operational information, customer lists and customer proprietary information, financial information, sales, costs and business concepts and plans, processes, methods, drawings, samples, devices, demonstrations, trade secrets, know-how, computer systems, hardware and software, results of research, Givex Documentation, Intellectual Property, and other proprietary information. Notwithstanding the foregoing, information will not be considered "Confidential Information" to the extent, but only to the extent, that such information:

- (a) is already in the possession of Receiving Party at the time such Confidential Information was disclosed by Disclosing Party, as established by sufficient evidence;
- (b) is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by Receiving Party in violation of this Agreement;
- (c) is or becomes available to Receiving Party, in good faith, on a non-confidential basis from a source other than Disclosing Party, which, to the knowledge of Receiving Party, is not prohibited from disclosing such information by contractual, legal or fiduciary obligation; or

(d) has been independently developed by Receiving Party without use of the Confidential Information and without violating any of its obligations under this Agreement.

(e) Is governed by N.H. RSA chapter 91-A or other existing applicable law.

"Effective Date" means the date on which the all Parties, including the New Hampshire Governor and Executive Council, execute this Agreement.

"Givex Documentation" means the manuals, guides, integration and service specifications, promotional and marketing materials, and other documentation provided by Givex in connection with the Givex Services and the Givex System, as modified from time to time.

"Givex Services" means the gift and loyalty card processing services described in Schedule A.

"Givex System" means the servers, datacenters, computer systems, hardware, software and processes utilized by Givex to perform the Givex Services.

"Intellectual Property" means, without limitation, the trade names, trademarks, copyright, patents, patents pending, concepts, ideas, computer hardware, software and systems of each party, and the Givex Services, Givex System and Givex Documentation in the case of Givex.

"Issuer Identification Number" and **"IIN"** is a unique 6-digit number that is used to identify the card issuer or merchant.

"Merchant Program" means the gift and/or loyalty card program operated by Merchant using the Givex Services.

"Participating Franchisee" means a franchisee or affiliated company of Merchant that has opted to receive the Givex Services in connection with the Merchant Program.

"Personally Identifiable Information" means any information that identifies an individual, including an individual's name, address, credit card information, or social security number, regardless of the media on which such information is stored, in connection with the Merchant Program and as part of this Agreement.

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and continue for a period of twenty-six (26) months (the "Term"). This Agreement may be renewed for an additional term of twenty-four (24) months (the **"Renewal Term"**) at the sole option of the Merchant, subject to the Parties' prior written agreement on terms and applicable fees for the Renewal Term. The Renewal Term shall be contingent upon satisfactory Givex performance, continued funding, and approval by the New Hampshire Governor and Executive Council, as applicable.

2.2 Termination. This Agreement shall remain in full force and effect unless terminated as provided in Provisions 8 and/or 9 of the General Provisions of Form Number P-37, Section 2.1 (Term) or this Section 2.2. Either party shall have the right, on written notice to the other party, and without prejudice to any other remedies which the parties may have under this Agreement, in law or in equity, to terminate this Agreement if the other party defaults in the performance of any material obligation or is in breach of any representation or warranty under this Agreement, and such default or breach is not cured within thirty (30) days after written notice thereof has been given to the defaulting party by the non-defaulting party. If the subject default or breach has not been cured, the termination will take effect thirty (30) days after the date on which written notice was given to the defaulting party by the non-defaulting party. Either party may terminate this Agreement by written notice to the other party, and may regard the other party as being in default of this Agreement, if the other party ceases to conduct business in the ordinary course, makes an assignment for the benefit of creditors, has appointed a receiver or trustee in bankruptcy, or makes a filing under any federal, provincial or state bankruptcy or insolvency law. Givex may also deactivate or terminate any portion or all of the Givex Services or terminate this Agreement if Merchant fails to pay any undisputed fees or charges when due, and such default is not cured within ten (10) days after receipt of written notice from Givex that payment has not been received.

2.3 Transition Period. Upon written request by Merchant at least thirty (30) days prior to the expiration of the Term, and provided that Merchant has paid all undisputed accounts in full, Givex will continue performing

the Givex Services in connection with the Merchant Program during a transition period of no longer than six (6) months following the expiration or termination of this Agreement (the "**Transition Period**"). Givex shall cooperate fully and promptly with the transition of the services to another provider if applicable. Givex shall be entitled to limit the scope of the Givex Services during the Transition Period to the processing of redemption, cancellation and balance inquiry transactions in connection with the Merchant Program. If Merchant decides to request that Givex perform the Givex Services during the Transition Period, Merchant agrees to continue paying the applicable fees and charges as set forth in Schedule B (Pricing) hereto.

2.4 Effect of Expiration or Termination. Following the expiration or termination of this Agreement, both parties shall promptly return any and all Confidential Information of the other party, including copies and reproductions of such Confidential Information, at the returning party's sole expense. Provided that the Merchant has paid all undisputed fees and charges owing to Givex, Givex will provide Merchant or Merchant's authorized representative with a transaction and historical data file for the Merchant Program within thirty (30) days of notice of the expiration or termination of this Agreement. Givex will provide Merchant or Merchant's authorized representative with periodic data until all transaction and historical data is parsed. Such transaction data file will be provided to Merchant in comma separate value ("**CSV**") or tab delimited format. Merchant understands and acknowledges that Givex will not be required to provide Merchant with any information or data relating to the operation, processes or functionality of the Givex Services or the Givex System, as such information is proprietary and confidential to Givex.

3. PRICING AND TERMS OF PAYMENT

3.1 Pricing. Merchant and Givex agree to the pricing for the Givex Services as set forth in the attached Schedule B (Pricing). Pricing and payments shall be made in US dollars (US\$). The Givex Services to be performed during the Term of this Agreement shall be stated in the quotations entered into by Merchant and Givex from time to time (the "**Quotation(s)**"). Each Quotation shall be governed by the terms and conditions of this Agreement. Upon acceptance of a Quotation by Givex, Merchant will be bound to purchase, and Givex will be bound to perform, the Givex Services described in such Quotation, subject to the terms and conditions of this Agreement.

3.2 Deposits. Not applicable.

3.3 Payment Terms. Monthly service charges will be invoiced in advance on the 1st day of every month. Givex shall debit payment from the Merchant's bank account by electronic funds transfer (EFT) between the 1st and 15th day of every month using the bank account information provided by Merchant in Schedule C (Direct Debit Authorization). There shall be a fifty thousand dollar (\$50,000) per month cap for debiting the fees only. Merchant is responsible for providing Givex with correct bank account information. Merchant must notify Givex of any changes to its bank account information before the 25th day of every month in order for such change(s) to be applied to payments for the following month. Notices of bank account changes must be sent by email to program-administration@givex.odoo.com and addressed to the attention of "Accounting Department". Merchant will be charged an administration fee of US\$20.00 for each instance of funds transfer errors resulting from incorrect banking information, insufficient funds, and other errors caused by Merchant. Givex will not be liable for any funds incorrectly transferred as a result of the bank account information provided by Merchant. Shipping costs, if applicable, will be invoiced to Merchant at cost on a monthly basis. Givex shall continue to allow a pass through from Merchant's acquiring bank to Givex for processing of gift cards.

4. GIVEX'S OBLIGATIONS

4.1 Givex Services. Givex shall perform the applicable Givex Services described in Schedule A attached hereto and set out in each accepted Quotation during the Term of this Agreement. Givex shall perform the Givex Services in a professional and workmanlike manner, consistent with generally accepted practices and procedures in the gift and loyalty card industry. Givex agrees to provide Merchant with secure access to an online management and reporting website which Merchant may utilize to monitor the operation of the Merchant Program (the "**Web Portal**"). Givex shall maintain accurate customer information in its database at all times, including the stored value and expiration dates corresponding to each gift and/or loyalty card number (the "**Givex Number**") that is used in connection with the Merchant Program, and shall provide this information in a format reasonably acceptable to the Merchant, within ten (10) business days or sooner, upon Merchant's request.

5. MERCHANT'S OBLIGATIONS

5.1 Merchant Program. Merchant agrees to utilize the Givex Services in connection with the Merchant Program at each of its participating locations. Merchant agrees to use the Givex Services and operate the Merchant Program only for lawful purposes, and Merchant further agrees not to use the Givex Services to transmit any unsolicited electronic messages. Merchant shall promptly notify Givex in writing of each and every Merchant customer or client 'opt-out' and 'unsubscribe' from receiving commercial electronic messages and if Merchant is cited for violation of any privacy or anti-spam law, rule or regulation. Merchant will establish its own policies and procedures for the Merchant Program, including, but not limited to, policies and procedures for determining the stored value limits, usage fees, and expiration dates of gift and/or loyalty cards, if any, the handling of sold, redeemed and unredeemed gift card funds, and the management of card inventories at its participating locations. Merchant shall be responsible for operating the Merchant Program in compliance with the applicable laws and regulations in its jurisdiction and shall obtain all necessary consents from its customers before sending or causing to send any commercial electronic messages in connection with the Merchant Program. Merchant agrees to obtain an Issuer Identification Number for use in the Merchant Program and acknowledges that the IIN is an essential element of card numbers generated by the Givex System for the Merchant Program. Any and all Participating Franchisees will be required to enter into a franchisee participation agreement with Givex.

5.1.1 Givex acknowledges that Merchant may opt to use a point-of-sale (POS) system function called 'Store and Forward' (SAF) or 'Offline Mode' (OM) to establish a connection to the Givex host when a connection cannot be established and Merchant nevertheless wants to accept a transaction, in which case Merchant's system will store the transaction information and subsequently send it to the Givex host. Merchant hereby acknowledges and agrees that if it opts to use the SAF or OM POS function: (i) though Merchant has accepted a transaction at a POS site the given transaction may nevertheless be subsequently declined by the Givex host; and (ii) Merchant shall be solely responsible and liable for any and all SAF or OM transaction issues, disputes, claims, losses and liabilities.

5.2 Settlement of Card Transaction(s). Unless stated otherwise in an Quotation, Merchant shall be responsible for the collection and settlement of all funds resulting from the use, sale or redemption of gift and/or loyalty cards at its participating locations in connection with the Merchant Program. Merchant will also be responsible for the payment of all processing costs incurred at its participating locations, including, but not limited to, credit card charges and bank service charges.

5.3 Equipment and Communication Lines. Merchant shall install, operate and maintain, at its sole expense, all point-of-sale systems, terminals, computers, hardware and software necessary for operating the Merchant Program in conjunction with the Givex Services (the "**Merchant Equipment**"). Merchant will ensure that the Merchant Equipment at its participating locations is configured to communicate gift and/or loyalty card transactions to Givex via a secure internet communication means. Merchant may purchase, rent or otherwise lease point-of-sale terminals from Givex at Givex's then prevailing pricing. Merchant is under no obligation to purchase, rent or otherwise lease the point-of-sale terminals from Givex.

5.4 Exclusivity. Not Applicable.

6. PRIVACY

6.1 Limited Use of Personally Identifiable Information. Each party agrees to comply with all applicable privacy laws and regulations relating to the protection, collection, use, and distribution of Personally Identifiable Information. Merchant shall be solely responsible for ensuring that the proper legal notices are provided to its customers at the time of the collection of any Personally Identifiable Information. Givex may use the Personally Identifiable Information obtained, collected or stored in connection with the Merchant Program in aggregate form for the purpose of performing the Givex Services and developing statistical information relating to the performance of the Givex Services for internal use only. Givex will not disclose any Personally Identifiable Information obtained, collected or stored in connection with the Merchant Program without the prior written consent of Merchant.

7. CONFIDENTIALITY

General. The Parties agree to hold in the strictest confidence all Confidential Information of the other party and shall not disclose, publish, divulge or make same available to any third party whatsoever, whether directly or indirectly, nor shall it use or exploit same for the purposes of unfair competition or to further any third party relationship, whether tangible or implied. Confidential Information furnished by either party in connection with

this Agreement and all reproductions and copies of such Confidential Information shall remain the property of the Disclosing Party. Both Parties agree to take reasonable and prudent actions to protect the confidentiality of the Confidential Information of the other party, including, but not limited to, implementing and operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information and limiting the disclosure of Confidential Information to those employees who have a legitimate need to know such Confidential Information in order to fulfill their obligations under this Agreement. No right or license, whether express or implied, is granted hereunder with respect to Confidential Information. Each party acknowledges that any disclosure of the Confidential Information will cause the other party significant economic harm for which monetary damages may be inadequate. In the event of any breach of this Section 7, the breaching party agrees that the non-breaching party shall be entitled to an injunction restraining it, its affiliates and subsidiaries, employees and agents and others from disclosing or misusing the Confidential Information. Nothing in this Section shall be construed as prohibiting the non-breaching party from pursuing any other available remedies, in law or equity, in respect to such breach or threatened breach, including the recovery of damages. It is understood and agreed that the obligations of this Section shall survive the expiration or termination of this Agreement or any section thereof. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the Merchant.

7.1 Court Orders. If Receiving Party is required by a court order, interrogatory, subpoena, civil investigative demand or similar process or law to disclose any Confidential Information, Receiving Party will promptly notify Disclosing Party hereunder of such request or requirement so that Disclosing Party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the court, agency or other person receiving the disclosure or, in the discretion of Disclosing Party, to waive compliance with the provisions of this Section 7. Receiving Party will use its reasonable efforts, in cooperation with Disclosing Party or otherwise, to avoid or minimize the required disclosure and/or to obtain such protective order or other relief. If, in the absence of a protective order or the receipt of a waiver hereunder, Receiving Party is compelled to disclose the Confidential Information or else stand liable for contempt or such other similar sanctions, censure or penalty, Receiving Party will disclose only so much of the Confidential Information to the party compelling disclosure as it believes in good faith on the basis of advice of legal counsel is required by law. Receiving Party shall give Disclosing Party prior notice of the Confidential Information it believes it is required to disclose.

7.2 Return or Destruction of Confidential Information. Upon the written request of Disclosing Party, Receiving Party will promptly deliver to Disclosing Party all documents and other materials furnished by Disclosing Party to Receiving Party constituting Confidential Information. Receiving Party may, upon written approval of Disclosing Party, destroy certain documents and materials constituting Confidential Information in lieu of its delivery to Disclosing Party, with such destruction certified by Receiving Party in writing to the Disclosing Party. Notwithstanding the delivery or destruction of Confidential Information, Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder. Receiving Party is not required to destroy any computer records or files containing Confidential Information which have been created pursuant to automatic archiving and back-up procedures which cannot be reasonably accessed or deleted.

8. INTELLECTUAL PROPERTY

8.1 Intellectual Property of Givex. Nothing in this Agreement or otherwise shall give Merchant any right, title to, or interest in the Intellectual Property of Givex and Merchant acknowledges and agrees that Givex is the owner of the Givex Services, Givex System, Givex Documentation and Givex software.

8.2 Intellectual Property of Merchant. Except for the limited license granted to Givex in Section 8.3 of this Agreement, nothing in this Agreement or otherwise shall give Givex any right, title, or interest in the Intellectual Property of Merchant. Provided that Merchant has paid all undisputed fees and charges due under this Agreement, Givex acknowledges and agrees that Merchant shall own all transaction data recorded in connection with the Merchant Program.

8.3 Use of Merchant's Name and Trademarks. Use of Merchant's trade name, logos and trademarks in Givex's advertising, marketing and promotional materials and activities including on Givex's websites and social media sites, and in presentations, case studies, trade show materials, and other advertising, marketing and promotional media and collateral, during the Term of this Agreement (including any extensions and renewals hereof), must be authorized in writing by Merchant and provided that such use does not adversely affect the good name and reputation of Merchant.

9. REPRESENTATIONS AND WARRANTIES

9.1 By Givex. Givex hereby represents and warrants to Merchant that: (a) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of Givex, its affiliates and subsidiaries, officers, directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (c) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (d) it is a corporation in good standing in its jurisdiction of incorporation.

9.2 By Merchant. Merchant hereby represents and warrants to Givex that: (a) it has all requisite power by statute to enter into this Agreement and to carry out the terms of this Agreement; (b) all corporate action on the part of Merchant, its affiliates and subsidiaries, officers, directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (c) this Agreement constitutes a valid and legally binding obligation, enforceable against it in accordance with the terms hereof; (d) it is a business in good standing in its jurisdiction of registration or incorporation; and (e) it has not received or is not subject to any bankruptcy notice or proceeding which would in any manner prohibit Merchant from operating the Merchant Program. Merchant hereby further covenants that it will operate the Merchant Program and will obtain, use and disclose Personally Identifiable Information in compliance with all applicable laws, rules and regulations, including without limitation, privacy and anti-spam laws, rules and regulations.

9.3 No Additional Representations or Warranties. THE GIVEX SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. GIVEX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GIVEX SERVICES AND PRODUCTS TO BE PROVIDED HEREUNDER OR THEIR CONDITION, MERCHANTABILITY, NON- INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR USE BY MERCHANT OR ANY THIRD PARTY.

10. INDEMNITY; LIMITATION OF LIABILITY

10.1 The Parties agree to be liable for their own respective negligent acts and omissions, and intentional misconduct.

10.2 Limitation of Liability. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL EITHER PARTY HEREIN BE LIABLE TO THE OTHER PARTY FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY OR PARTIES, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE), ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT SUCH PARTY OR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. GENERAL

11.1 Notice. Unless otherwise specified, all notices required to be given under this Agreement shall be made in writing, by registered mail, or facsimile, and shall be addressed as follows:

(a) in the case of Givex, to Givex USA Corporation, 1960 Swanson Court, Suite A, Gurnee, IL, 60031, USA, Attention: President. Email address: legal_managers@givex.com.

(b) in the case of the Merchant, notice shall be made pursuant to Provision 17 of the General Provisions of Form Number P-37.

11.2 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

11.3 Modifications. No modifications or amendments of any right, obligation or default shall be effective unless documented in a written instrument duly signed by both Parties, and New Hampshire Governor and Executive Council if applicable.

11.4 Waivers. The waiver by any party hereto of any provision, default or breach of this Agreement shall not operate or be construed as a modification of this Agreement or waiver of any other breach. No waiver of any provision, default or breach of this Agreement shall be effective unless documented in writing and duly signed by the party waiving any such provision, default or breach.

11.5 Severability. If any provision contained herein shall be declared invalid, illegal or unenforceable by a court of competent jurisdiction, such invalid, illegal, or unenforceable provision shall be severed from this Agreement and will be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof.

11.6 No Partnership or Joint Venture. The Parties to this Agreement are and shall remain independent contractors. The Parties confirm that they are not carrying on business in partnership or as a joint venture and that no aspect of this Agreement should be construed so as to constitute a partnership or joint venture.

11.7 Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations due to any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

11.8 Survival. The obligations, representations, warranties, indemnities and limitations herein shall survive the expiration and termination of this Agreement.

11.9 Governing Law. The governing law for this Agreement shall be in accordance with Provision 19 of the General Provisions within Form Number P-37.

11.10 Entire Agreement. This Agreement, the attached Form Number P-37 contract document, and any Exhibits and Schedules referred to herein, Quotations, and Statements of Work entered into by and between the Parties hereto constitute the entire agreement between the Parties relating to the subject matter herein and supersede all prior written or oral agreements, representations and other communications between the Parties relating to the subject matter hereof.

11.11 Counterparts and Electronic Signatures. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of the Agreement may be executed and delivered by facsimile or other electronic means, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

EXHIBIT C: PAYMENT AND PRICING

See Exhibit B Section 4 and Schedule B: Pricing.

SCHEDULE A: GIVEX SERVICES

GIVEX SERVICES

Subject to the terms and conditions of accepted Quotation(s), the Givex Services will enable Merchant to process transactions for the activation, issuance, redemption, and cancellation of such gift and/or loyalty cards, and to initiate balance inquiry transactions in connection with the Merchant Program. Data packets transmitted from the Merchant's point-of-sale system following the initiation of a gift and/or loyalty card transaction will be processed by the Givex System in real time. Each data packet will consist of a service-type code, a monetary or point value, and a Givex Number. The service-type code contains the instructions required by the Givex System to process and record the card transactions. The Givex Number represents a unique numerical code consisting of a string ranging from 10 to 22 digits that identifies whether the subject transaction has been initiated using a Givex-enabled gift and/or loyalty card assigned to the Merchant Program. The Givex Number, as a whole, is confidential and must not be disclosed by Merchant to any third-party and for any purposes. A subset of the Givex Number, known as the certificate number, will be disclosed to Merchant for the purpose of printing point-of-sale receipts and generating transaction reports. After the processing of each data packet has been completed the Givex System will then transmit a reply data packet to the Merchant's point-of-sale system to complete the subject card transaction. In the event that the Merchant's point-of-sale system is temporarily unable to process gift card transactions, Merchant may initiate gift card transactions using Givex's telephone-based interactive voice response system.

TRAINING SERVICES

(a) Self-Training Module. Givex shall provide the Merchant with 24/7 access to a web-based self training module and Givex Documentation explaining the use of the Givex Services. The web-based self training module may be accessed by the Merchant's designated representatives at any time during the Term of this Agreement. The self training module and Givex Documentation will explain the policies and procedure for initiating gift and loyalty card transactions at the Merchant's locations and facilities and for generating transaction reports through Web Portal. The documentation will also explain the use of the Givex Services on standalone and WebPOS point-of-sale systems.

(b) Train-the-Trainer Sessions. Upon request, up to twelve (12) representatives of the Merchant may participate in web-based training session(s) with Givex representatives to address specific issues relating to the use of the Givex Services. Each Train-the-Trainer Session will be subject to the fees set forth in Schedule "B". Train-the-Trainer Sessions are conducted remotely via the Internet and are designed to provide representatives of the Merchant with further guidance concerning the use of the Givex Services.

MONITORING AND REPORTING

Givex agrees to provide the Merchant with secure access to the Web Portal for the purpose of enabling the Merchant to monitor and generate reports in connection with the Merchant Program. Merchant shall receive one or more personal identification numbers and passwords for accessing the Web Portal. Merchant agrees to maintain the personal identification numbers and passwords confidential at all times and to allow no unauthorized persons to access Merchant's account on the Web Portal. Merchant acknowledges and agrees that Givex may access Merchant's account for the purpose of performing routine maintenance and responding to support inquiries from Merchant. Merchant may utilize the Web Portal to generate transaction reports showing the details of gift and/or loyalty cards that have been activated, sold, redeemed and/or cancelled at the Merchant's participating locations. Merchant may also generate customized reports showing the outstanding balances, expiration dates and transaction histories of activated gift and/or loyalty cards on a location-by-location basis. All reports generated through the Web Portal may be scheduled for delivery on a daily, weekly, quarterly or monthly basis in html, xml, pdf, text file (data) or comma separate value (csv) format. Givex reserves the right to change the scheduling of any ordered reports, from time to time. All changes to the scheduling of ordered reports will be made by Givex, in good faith, with the aim of enhancing the performance of the Web Portal and the Givex Services, as a whole.

SUPPORT SERVICES

Givex agrees to maintain a help desk during the Term of this Agreement using which Merchant may obtain assistance with the operation of the Givex Services at its participating locations (the "Support Services"). The Support Services shall include diagnosing and resolving problems identified by Merchant with the initiation of gift and/or loyalty card transactions at its participating locations. The Support Services will be made available to Merchant on a 24/7 basis via telephone and electronic mail. Merchant shall be solely responsible for providing support services to its customers in connection with the Merchant Program.

PROJECT DELIVERABLES

Givex (inclusive of its contractors and sub-contractors) shall assist to deploy, install, maintain, service and support on behalf of the Merchant, a hosted gift card services system in conjunction and partnership with Merchant agencies or Merchant business partners; an e-Commerce and business-to-business portal system and any associated services as required; documentation and training for personnel and to provide support and maintenance services for all gift card services. Deployment services shall include but are not limited to providing and assisting to install all required hardware and software, training, technical documentation, maintenance and supporting hardware and software. Except as noted in Schedule B, Givex shall provide all services and products as proposed and required for a fixed price cost.

Givex agrees to provide:

- a) Givex shall establish and maintain Gift Card Data on the Database.
- b) Upon receipt of transaction information from a Designated Location by the Database Givex will compare the proposed transaction amount with the account balance maintained on the Database corresponding to the Gift Card or Gift Card Number that was presented at the Designated Location. If the balance is greater than or equal to the amount of the proposed transaction, Givex will authorize the transaction. If the account balance is less than the amount of the proposed transaction, Givex will decline the transaction. If Merchant's Gift Card Equipment supports "split tender," and the account balance is less than amount of the proposed transaction, Givex will authorize the transaction for the amount of the account balance, and return a message and/or receipt to the Gift Card Equipment showing the remaining amount of the transaction to be collected by Merchant. Merchant understands and agrees that an Authorization by Givex only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is authorized to use such Gift Card or Gift Card Number.
- c) Givex will provide Merchant with Gift Card transaction reports, accessible by Merchant through a designated Internet site.

CUSTOMER SUPPORT

- a) Givex shall provide a semi-annual business review report to provide information and guidance on the Merchant's performance including, but not limited to, processing, and suggestions on how and where the Merchant may improve performance.
- b) Givex shall provide a website portal for use by Merchant authorized personnel.

DEPLOYMENT & INTEGRATION

- a) Merchant will at all times own all right, title and interest in and to all Card Data generated or held under the Program.
- b) During the contract term, Givex will retain the Card Data for each Card on the Database for a period of thirty-six (36) months following the date that the account balance reaches zero. Thereafter, during the term, Givex may remove the Card Data from the Database and archive such Gift Card Data in any manner determined by Givex in its reasonable business judgment. Notwithstanding the foregoing, within ninety (90) days of Merchant's written request, during the first twelve (12) months following the expiration or termination of the Card Services, Givex will compile a data report of the Card Data stored in the Database, in Givex's standard format at no fee. Givex shall deliver Card Data to Merchant in a mutually agreeable format.
- c) Givex shall be able to process existing Bin ranges and number scheme.

SCHEDULE B: PRICING

Contract Term	
Term of Contract, in months	26 months
Pricing	
<p>PRICING IS EXPRESSED IN USD DOLLARS. ALL PRICING IS EXCLUSIVE OF APPLICABLE SALES, USE, OR EQUIVALENT TAXES IMPOSED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION. GIVEX WILL ADD ALL APPLICABLE SALES, USE, OR EQUIVALENT TAXES IMPOSED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION ON ALL FEES OR OTHER CHARGES. THE EXPENSES ASSOCIATED WITH CARD PRODUCTION SERVICES WILL BE ITEMIZED ON EACH INVOICE AS SEPARATE SALES TAXES MAY APPLY. ALL SERVICES AND PRICING ARE SUBJECT TO CHANGE WITHOUT NOTICE.</p>	
Setup and Administration	
Gift Card Client Set Up and Administration	Included
Loyalty Client Set Up and Administration	QUOTE
Future Reorders or Requests	
Givex Re-order Processing Fee	\$0.00
Program Database Updates (special reports or other ad hoc administration)	Minimum of \$275 per hour, subject to further quotation
Custom Development	\$275 per hour
Exit Fee - Standard Numbers and Balances ONLY	QUOTE
Database Importation (from another program supplier)	
First Database Import -Includes full card number, balance, activation date	Included
Second and Subsequent Database Import -Includes full card number, balance, activation date	\$500
Import of historical transactional data (i.e. Card Status, Expiration date, Activation date, Initial amount, transaction ID, sales channel)	Subject to further quotation
Third Party Channel	
Set-up fee, per program	\$500 per third party
Monthly Management fee *(Applies to Blackhawk & Incomm ONLY)	\$50/month per third party
Annual Platform Fee PER Location	
Annual Platform Fee	\$130 per year PER location
<ul style="list-style-type: none"> *DEDICATED ENTERPRISE ACCOUNT MANAGER *MONTHLY MAINTENANCE FEE COVERS USABILITY OF OUR BEST-IN-CLASS SERVICES *ONGOING ACCOUNT MANAGEMENT SUPPORT *ENHANCED OPERATION SYSTEM AND SERVER UPGRADES *ADVANCED FRAUD PROTECTION *UPGRADED THE BUILD OF OUR APIS WITH INCREASED SECURITY MEASURES *IMPROVED ONLINE PORTAL 	
Service Fees – Flat Fee Pricing (Gift)	
Unlimited Gift Card Transactions	\$25 per month PER location
Increment of a Givex Number, per increment (increments will be invoiced at the earlier of: (a) \$100 in increment service fees; or (b) every calendar quarter)	Included
Balance Check Transactions completed through Brick-and-Mortar locations POS	Included
Balance check transactions completed outside of POS Brick and Mortar locations: Web or Mobile Applications, 3rd party reseller, Gift Card Malls and IVR	Included
Online Reporting	Included
Givex Ecommerce (Optional)	
B2C (Business to Consumer)	QUOTE

B2B (Business to Business)	
B2S (Business to Store)	
Setup (Card Registration / Loss Protection and Online Balance Check)	Included
Add Gift Card Purchase Module with secure shopping cart - Consumer	Included
Add Gift Card Purchase Module with secure shopping cart - Stores	Included
Add Gift Card Purchase Module with secure shopping cart – Corporate Orders	Included
Add Manual Card Reload / Top-up Module	Included
Monthly Hosting Fee with SSL certificate	\$100/month PER Website
Change requests	Min of \$250 per request
Fraud Mitigation Tool	\$1,950 set-up + \$150 per month monitoring fee
3-D Secure (Verified by Visa, Mastercard SecureCode) and one fraud detection rule	\$4000 setup + \$200 per month
*Pricing is exclusive of credit card fees, processing fees, taxes, shipping and fulfillment	
OPTIONAL ITEMS	
Additional E Cert Templates (initial ecert set-up includes 5 templates)	\$95 each additional template
Add Custom Upload Photo	\$0.20 per digital photo upload
Custom Upload Video	\$1.49 per digital video upload
Promotion Set-up	Min. of \$250 set-up quoted based on parameters
Givex Web API Integration (Optional)	
*GIVEX INTEGRATION SUPPORT; ALL CONNECTIONS TO GIVEX GO THROUGH AN INTEGRATIONS PROCESS AT THE END OF WHICH A CERTIFICATION TEST WILL BE CONDUCTED TO ENSURE THAT ALL SERVICES ARE PERFORMING AS REQUIRED FOR SECURE ENVIRONMENT.	No Cost - View Web API Kit
*GIVEX INTEGRATIONS ANALYST PROVIDES API INTEGRATION KIT AND FUNCTIONAL CHECKLIST TO CONFIRM PROTOCOLS AND REQUIRED SERVICES.	\$1,500 - Only Redemption Certification
*ON ONUS OF YOUR WEB DEVELOPER HOSTING THE SITE TO BUILD IN THE ONLINE FRAUD PROTECT ONLINE FRAUD PROTECTION AND ONLINE PAYMENT PROCESSOR AND ALL ONLINE SECURITY MEASURES. *CLIENT'S WEB DEVELOPER WILL BUILD WEBSITE DESIGN FLOW, INTEGRATE DIRECTLY TO GIVEX FOR ALL GIFT CARD TRANSACTIONS AND INVOKE EACH API WHERE NECESSARY.	\$3,500 - Full Web Certification
Givex Portal Customer Appeasement Tool – B2C & B2B (Optional)	
E-Certificate Ordering Sent to single email addresses; generated on the fly with custom amount, with or without expiry date Special Bulk E-Certificate Ordering Upload of a CSV file; orders in bulk; allows for multiple payment methods (credit card, ACH etc.) 5 HTML Ecert templates - There are html template files which can be created for delivery to email address(es) and encryption is determined by the E-Delivery Profile.	\$2,500
Fulfillment Services (Optional)	
Set-Up Includes: Onboarding in inventory system, specific card & carrier types, set-up with fulfillment system across all store locations and websites	
Monthly Management Fee includes: Covers the monitoring of shipments for all card types, envelopes and presenters. Our team tracks the materials in our inventory and facilitates the number scan and pick & pack process for purchases ordered through your website.	
Set-up Fee - B2Consumer (B2C)	\$3,500 + \$300/month mgt. fee
Set-up Fee - B2Business (B2B)	\$3,500 + \$300/month mgt. fee
Set-up Fee - B2Store (B2S)	\$3,500 + \$300/month mgt. fee

Pick Pack – Business-to-Consumer - B2C = \$2.99 per card Includes: Pick 1 card, 1 presenter, 1 envelope Swipe the card to link it with the order Print personalization onto the presenter Affix card to presenter Insert into envelope Procure a shipping Jiffy-Pak mailer Print and affix shipping label Ship via preferred method	\$2.99 per card
Pick Pack - Business-to-Business - B2B Includes: 250 cards/presenters (Barcode per range of bundles that is scanned; The team records all the serial numbers being sent to that store for that order to maintain chain of custody and validate that the store is getting the exact quantity ordered)	\$7.50 per order
Receiving Fee	\$25 per SKU per instance
Shipping using Givex/Partner account	Actual shipping + 10%
Return Processing Fee	\$6.50 + Shipping Return Fee + 15%
Card Manufacturing * Each Order includes 5 Card Faces	
Production cost, per card	QUOTE
Production cost, per card over 250,000 Gift Cards	QUOTE
Additional Card Faces - Per set of additional 5 faces	QUOTE
Gift Card Design Fees - Logo provided by Merchant	Minimum \$500 fee per two (2) renditions
Gift Card Design Fees - No logo provided	Minimum \$1000 fee per two (2) renditions
* BASED ON 2 1/8" X 3 3/8" X .030 PLASTIC CARD, 4 COLOR FRONT, 1 COLOR BACK, ENCODED LO-CO MAGNETIC STRIPE, FILM LAMINATE FINISH, PERSONALIZATION OF THE GIVEX NUMBER ON THE BACK OF THE CARD, BULK SHIPPED IN SLEEVES OF 500 CARDS. ADDITIONAL COSTS WILL APPLY FOR METALLIC OR PREMIUM CARD FINISHES, COLOURED MAGNETIC STRIPES, EMBOSSING, SPECIAL PACKAGING, PICK AND PACK REQUIREMENTS, SPECIAL LABELS OR BAR CODE LABEL REQUIREMENTS. PRICING DOES NOT INCLUDE SHIPPING EXPENSES. MERCHANT SHALL BE INVOICED FOR ALL SHIPPING EXPENSES AT A LATER DATE.	
Number Generation Fee	
Givex Numbers Generation Fee (if not producing cards through Givex)	Included
Card Presenters	
Production cost, per presenter (Various options available)	Various options available
* PRESENTER/CARRIER SPECIFICATIONS TO BE DETERMINED. MERCHANT AND GIVEX TO CONFIRM PRICE ONCE CARRIER DESIGN AND FINISH ARE PRESENTED FOR PRODUCTION.	
Settlement Service (USA, Canada) (OPTIONAL)	
Settlement Service Set Up - Direct bank integration	\$3,500 per country
Monthly Management Fee	\$100 per month
NSF Administration Fees (Rejections)	\$20 per incident
Payment Terms	
Orders less than \$3,000	100% net 30 days
Between \$3,000 and \$9,999	100% net 30 days
Between \$10,000 and \$24,999	100% net 30 days
Between \$25,000 and \$49,999	100% net 30 days
Greater than \$50,000	100% net 30 days

SCHEDULE C: DIRECT DEBIT AUTHORIZATION

Direct Debit Request

Pursuant to the Merchant Agreement between Givex USA Corporation ("Givex") and Merchant, it will be necessary for Merchant to provide Givex with its banking information to facilitate invoicing and billing for the Givex Services. This Direct Debit Authorization sets out the rights and responsibilities of the Parties with respect to the debiting of the following nominated bank account for the Givex Services.

Merchant Business/Legal Name New Hampshire Liquor Commission

Merchant hereby requests and authorizes Givex to arrange for the direct debiting of the Merchant bank account for all monthly service fees and charges payable to Givex for the Givex Services. Givex Services will be billed in advance of the 1st day of every month. Payment will be withdrawn between the 1st and 15th of every month. Merchant agrees that the financial institution will not be liable for any loss or damage incurred as a result of anything done or not done pursuant to this Direct Debit Authorization.

Account Details

Financial Institution Name

Financial Institution Address

Name of Account (to be debited)

State of New Hampshire

(NB: Direct debiting is not available on all accounts. Refer to your financial institution to determine appropriate account)

[Branch/ Transit]

[Account Number]

Merchant's Obligations

Merchant is responsible for ensuring that direct debiting is available from the nominated account and that there are sufficient clear funds available in the account to allow for the debit to be processed in accordance with this Direct Debit Authorization. If there are insufficient clear funds in the account, Merchant acknowledges that: (i) it will be charged a fee and/or interest by the financial institution maintaining the account; and (ii) it will incur an administration fee of US\$20.00 per instance of non-sufficient funds, incorrect account information, or other errors that are not the result of an error by Givex.

Merchant shall inform Givex of any changes to its banking details and accounts. Notices of changes to banking details and drawing arrangements must be provided to program-administration@givex.odoo.com before the 25th day of the subject month in order to be applied for debits and payments in the following month. Givex will not be liable for any funds incorrectly transferred as a result of changes or errors in the banking and account details provided by the Merchant. The banking and account details are provided solely for the purpose of the Merchant Agreement and may not be used for any other purpose without written consent. Please email or fax a copy of a voided check to, ATTN: Givex Client Services, at email: program-administration@givex.odoo.com, or fax: (416) 350-9661.

Merchant's Rights

If Merchant believes that there has been an error in debiting the nominated account, Merchant must notify Givex in writing to program-administration@givex.odoo.com as soon as possible for resolution. If Givex concludes following an investigation that an incorrect debit as occurred, Givex will arrange to correct the debit by providing an adjustment to the nominated account in a timely manner.

Acknowledgement

By signing this Direct Debit Authorization, Merchant acknowledges that it has read and understood the terms and conditions governing the direct debit arrangement between Merchant and Givex as set out herein and in the Merchant Agreement.

Signature(s) (if joint account all signatories must sign)

For and on behalf of Merchant:

Signature (Authorized Signatory)

Richard M. Bowen

Name (Authorized Signatory)

Richard M. Bowen

Title

Assistant State Treasurer

Date

11. 3. 2025

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GIVEX USA CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on April 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **742121**

Certificate Number: **0007319600**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of October A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Givex USA Corporation

Certificate of Authority

I, Britain Brown, Country Managing Director, do hereby certify as follows with respect to Givex USA Corporation, a corporation organized and existing under the laws of the State of Delaware ("Givex")

The Director, Enterprise Sales of Givex is duly authorized to execute and deliver contracts and other instruments on behalf of Givex, as he deems necessary or desirable subject, at all times, to the applicable policies of Givex and other limitations on its officers' and senior executives' authority

The following person is a duly qualified and acting Director, Enterprise Sales for Givex. He is now serving in such capacity, and his signature as set forth below is genuine

Name

Signature

Jurgen Ketel, Director, Enterprise Sales



IN WITNESS WHEREOF, I have signed this Certificate of Authority on
Nov 5th, 2025, Province of Ontario, City of Toronto,



Signature

This instrument was acknowledged before me on NOVEMBER 5, 2025, by
Esther Gonzalez, Notary Public



Esther Gonzalez, Notary Signature

ON DEATH
Expiration Date Stamp





CERTIFICATE OF LIABILITY INSURANCE

12/31/2025

DATE (MM/DD/YYYY)

10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

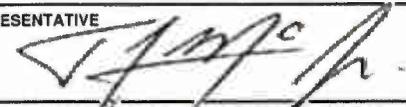
PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1472360 Givex USA Corporation 1960 Swanson Court, Unit A, Gurnee IL 60031	INSURER A : StarNet Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 22551461 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TCP 7021587-12	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/>	N	N	TCA 7021838-12 TCA 7021589-12	12/31/2024 12/31/2024	12/31/2025 12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
							Comp./Coll Ded.	\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	TCP 7021587-12	12/31/2024	12/31/2025	EACH OCCURRENCE	\$ 20,000,000
							AGGREGATE	\$ 20,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC 7021588-12	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property	N	N	TCP 7021587-12	12/31/2024	12/31/2025	BPP \$63,648,233 Business Income w/ Extra Expense \$60,101,614; Ded: \$2,500	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 22551461 New Hampshire Liquor Commission 50 Storrs St., Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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