

**Kids Eat Free Card and/or Play 4Less Card and/or VIP Shop & Dine 4Less Card and/or VIP Dine 4Less Card” Agreement**

This Agreement is made and entered into by and between THAT Travel Solution, LLC. subsidiaries of Taktik Enterprises, Inc. (On behalf of Kids Eat Free Card, VIP Shop & Dine 4Less Card (FKA VIP Dine 4Less Card) and/or Play 4Less Card) known as the “Company”, and \_\_\_\_\_ known as the “Client”, a Company, whose principal address is: \_\_\_\_\_

I. Consideration.

- a. The Kids Eat Free Card (the “KEFC”) entitles qualified children to eat free at participating restaurants during the term of the Card. The Company sells the Card to various businesses which in turn distribute the Card to individuals whom participate in promotional functions or who purchases the Card. The Client wishes to market its restaurant by participating in this program.
- b. The VIP Shop & Dine 4Less Card (FKA VIP Dine 4Less Card) (the “D4LC”) entitles qualified bearers to one of the approved offers in Exhibit B to be chosen by the Client and each card is valid for up to four (4) guests.
- c. The Play 4Less Card (the “P4LC”) entitles qualified bearers to one of the approved offers in Exhibit C to be chosen by the Client and each card is valid for up to four (4) guests.
- d. Each Card may be formatted in 1 of 3 platforms:
  - i. Physical Card – A physical card may be presented by each guest and must be signed and dated prior to use.
  - ii. e-Card – An internet based card may be printed off by each guest and will contain their name, date range and clearly be noted as a valid e-Card to then be printed on any standard printer and generally on 8.5” x 11” paper
  - iii. i-Card – The iCard is a mobile application in which the guest will show their mobile device displaying a valid i-Card image with clearly marked valid serial number and guest information.
- e. In exchange for participating in either, some or all programs, the Company shall actively communicate and/or promote the Client’s venue and participating offer through travel and other channels around the world. This may include but no limited to company owned websites and mobile platforms, partner websites, printed materials, social media, trade publications and other mediums that actively promote the Clients’ venues and participating offer.

II. Fees: A onetime setup fee shall apply and the Client agrees to pay as outlined below. Client shall only be responsible for one (1), onetime setup fee, regardless of the number of programs they opt to participate in under this agreement. Setup fees are due prior to program feature(s) being developed. No other fees shall ever be assessed as long as this agreement is in effect and in good standing.

- ~~Participation in **ONE** program (KEFC/D4LC/P4LC) **\$750.00 For First Location / \$200 for each Additional Location**~~
- ~~Participation in **TWO** programs (KEFC/D4LC/P4LC) **\$1250 for First Location / \$200 for each Additional Location**~~
- ~~Participation in all **THREE** programs (KEFC/D4LC/P4LC) **\$1500 for First Location / \$200 for each additional Location**~~

*IF QUALIFIED **AND** APPROVED:* a max of 50% of set up fees may be In Kind Trade and be equal two times monetary fees being traded.

**ALL Fees Waived for Life of Venue Participation with Completed Participation Forms submitted prior to info@thattravelsolution no later than: May 31, 2020**

**\*Eligible Venues Must be located in Florida, New York City, Greater Las Vegas or Virginia. Due to extremely high demand, other locations are currently not eligible for complimentary participation.**

III. Special Terms:

- a. Typically, KEFC, D4LC and P4LC limits Client specific terms of use. In some instances, The Company will allow Special terms and restrictions but must be requested in writing by the Client and approved in writing by The Company and clearly defined under **Exhibit A, Exhibit B and/or Exhibit C.**
- b. Should any fees be discounted or paid in in-kind trade for any reason, Client agrees to participate for no less than (1) year from date of this agreement.

IV. Term. The Term of this Agreement shall commence upon the date of this agreement is signed, and will expire only when properly canceled by the client in respective approved time frames as noted in section X (the “Client Cancellation Terms”) or by the Company as it sees fit in writing to the Client. This Agreement is not valid until signed by both parties.

V. Promotions & Special Offers: Participation in each program requires the respective Exhibit be executed. If an Exhibit is not executed, then the respective portions of this agreement (KEFC, D4LC or P4LC) of this agreement shall **NOT** apply.

- a. All Kids Eat Free Card participation details promotions, special offers, etc., are set forth in **Exhibit A** attached hereto.
- b. All Dine 4Less Card participation details, promotions, special offers, etc., are set forth in **Exhibit B** attached hereto.
- c. All Play 4Less Card participation details, promotions, special offers, etc., are set forth in **Exhibit C** attached hereto.

VI. Changes. Client may change their participation offer level at any time if done so in writing and ultimately approved by the Company. Such approved changes shall be reflected online within 72 business hours from the time such changes have been approved by the Company.

VII. Promotional Material. The use by Client of the Kids Eat Free Card, VIP Shop & Dine 4Less Card (FKA VIP Dine 4Less Card) or Play 4Less Card trademark(s) or logo(s) for promotional, advertising or other purposes must be approved in writing by Company prior to any use. The Client further agrees to display “KEFC and/or D4LC and/or P4LC Accepted Here” decals in an conspicuous location preferably on the front door, guest service desk, dinner menus and/or on children’s menus with final decision of exact location(s) to be determined by Client’s management

VIII. Use of Client Name and Likeness. The Client understands that THAT Travel Solution, LLC. will be promoting their name on partner sites and marketing collateral and will use but not limited to the Client’s name, approved logo, website, copy and/or menu to further promote the Clients venue only for the campaigns directly related to the Kids Eat Free Card and/or VIP Shop & Dine Card and/or VIP Dine 4Less Card and/or Play 4Less Card. The Company will only use logos and content that have been approved and provided by the Client for use in such campaigns.

IX. Confidentiality. Except as otherwise required by law or as otherwise mutually agreed upon in writing, both parties agree not to disclose or make available to any third parties other than their respective directors, officers, employees, agents and advisors any information in connection with this Agreement. The Company shall keep confidential all proprietary information, data and documentation disclosed by the Client to the Company which

relates to the business of the Client (any information relating to the Client's customers, activities, business plans or practices) or which is designated by the Client in writing as "Confidential".

- X. Compliance. The Company shall make available various training materials to the Client for the purposes of informing and educating the Client's staff, however the Client hereby agrees to then make every best effort to ensure that their management and service staff are knowledgeable of the offerings presented under the terms of this agreement and shall therefore honor the promotional offer to each respective customer that presents a valid Kids Eat Free Card, and/or VIP Shop & Dine 4Less Card and/or VIP Dine 4Less Card and/or Play 4Less Card. Compliance failure that results in three (3) or more Company documented customer complaints in a calendar year may result in immediate removal from the program at the sole discretion of the Company. The Company shall notify the Client of any and all such customer complaints in writing and provide an opportunity for explanation or appeal prior to being considered a documented customer complaint.
- XI. Client Cancellation Terms. Client understands that this agreement, beyond any cancellations periods set forth, shall remain in effect until properly canceled by the Client. Client may cancel this agreement at any time with no less than thirty (30) days' written notice of requested cancellation date. Such cancellations by the Client shall be in writing and must be delivered by email to [info@thattravelsolution.com](mailto:info@thattravelsolution.com). No refunds will be made for cancellations or terminations of this agreement.
- XII. Exclusive. If participating in the KEFC program, Client agrees not to participate in any other "Kids Eat Free" or any 3<sup>rd</sup> party kids eat free program during the term of this Agreement. This does not include internal company owned promotions, publications or marketing collateral. If participating in the D4LC program, Client agrees that they the offer(s) outlined in Exhibit B is to be the best published discount offer available through any third party to and for consumer benefit for the duration of this agreement with the only exceptions being: A "daily deal", where the consumer offer has a residual monetary value in exchange for pre-purchasing the Client's offer in the form of a voucher from a the respective third party or unless the Client has monetarily purchased or traded advertising to promote an offer to no more than an equally valued promotional offer that shall never exceed the offer outlined in Exhibit B.
- XIII. Termination. This agreement shall terminate upon proper written notice by either party. Upon any such termination, Client agrees to honor any residual cards that have been printed prior to termination notification. Within 72 business hours upon notice of a properly executed termination, the Company shall begin to remove the Client's presence from Company owned websites, mobile applications and from any future print inclusion or other promotional use of their name in which the Company controls and shall notify the Client in writing upon completion of Termination events.
- XIV. Written Notice. Any and all notices to Company shall only be sent via email, and shall be sent to the following address:

**info@thattravelsolution.com**

- XI. Dispute Resolution. All controversies and claims arising out of or relating to this Agreement shall be resolved in accordance with the rules and laws of the State of Florida. All such proceedings shall only be conducted in Orange County, Florida. The proceedings shall apply Florida law, without regard to its choice of laws principles. Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order, or judgment. Any award, order, or judgment pursuant to the proceedings is final and may be entered and enforced in any court of competent jurisdiction.

*Client understands that by signing this form that they agree to honor the terms of the program in exchange for the Company Promoting their venue.*

<b>Client:</b>	<b>THAT Travel Solution, LLC (Subsidiary of Taktik Enterprises, Inc.)</b>
Print Name: _____	Print Name: _____
Signature: _____	Signature: _____
Title: _____ Date: _____	Title: _____ Date: _____

**NO FEES SHALL EVERY BE ASSESSED AS LONG AS THE VENUE MAINTAINS PARTICIPATION AND COMPLIANCE WITH THE PROGRAM(S)**

**OPTIONAL:** I wish to donate non expiring gift certificates/cards to allow THAT Travel Solution, LLC to help further promote my venue and assist others in need.   (INITIAL HERE to Donate)

**ENTER Amount of Gift Certificate Being Donated and Increments \$ \_\_\_\_\_ (total) / \$ \_\_\_\_\_ (per gift certificate/card)**

**Kids Eat Free Card EXHIBIT A - Participating Client Offer Details**

For Multiple Locations, Include respective info for each location. (use separate sheets if needed)

<b>Venue Name to be Listed</b>		<b>Cuisine/Category Description</b>
<b>Venue Full Physical Address</b>		<b>Neighborhood</b>
<b>Venue Phone # to be Listed on Directory</b>		
<b>Website to be linked online</b>		
<b>Contact Name</b>		
<b>Contact Email</b>		
<b>Contact Phone #</b>		

**Participation Level - (Please initial the offer level(s) to be promoted in the Kids Eat Free Card Program)**

- 1. [ ] Kids Eat Free off of Regular Kids Menu** Each qualifying child will receive one free child's meal off of the standard child's menu when accompanied by a full price paying adult entree (main course)
- 2. [ ] Kids Eat Free off of a Custom Kids Eat Free Card Menu -** Each qualifying child will receive one free child's meal off of a custom KEFC child's menu when accompanied by a full price paying adult entree (main course)

*Exact Custom Menu Details/Offerings (Custom Menu must have at least 3 options):*

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- 3. [ ] Kids Eat Free Card Plus Offer – NON FOOD ONLY**  
*Exact PLUS Details/Offerings (Ex: BOGO Attraction Entry, Free Gift, % off retail, etc.):*

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**ONLINE PROMO CODE IF APPLICABLE:** If you are able to offer your promotion online, you must either configure your offer using promo Code **SD4LC** or provide us with a unique promocode to be published with your profile and directory listing.

[ ] (Initial if applicable) **Offer Available online – Enter Promo Code and URL for Promo Code Redemption:** [ ]

**General Details and disclaimers on the "Kids Eat Free" Cards**

- The Card is valid for children 11 years of younger to receive a Kids Eat Free Card Meal or offer (this may be a custom menu should the Client opt to do so), with a full price paying adult
- This offer may not be valid with any other offers or discounts.
- Blackout dates are not permitted unless approved in writing by Kids Eat Free Card.
- Each standard, PLUS & GOLD cards are valid for 90 consecutive days from the date of first use & Lifetime cards never expire.

**Client understands that by signing this form that they agree to honor the terms of the Kids Eat Free Card program in exchange for the Company promoting their venue.**

**Client:**

**THAT Travel Solution, LLC (Subsidiary of Taktik Enterprises, Inc.)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**VIP Shop & Dine 4Less Card (FKA VIP Dine 4Less Card) EXHIBIT B - Participating Client Offer Details**  
**For Multiple Locations, Include respective info for each location. (use separate sheets if needed)**

<b>Venue Name to be Listed</b>		<b>Cuisine/Category Description</b>
<b>Venue Full Physical Address</b>		<b>Neighborhood</b>
<b>Venue Phone # to be Listed on Directory</b>		
<b>Website to be linked online</b>		
<b>Contact Name</b>		<b>Title</b>
<b>Contact Email</b>		<b>Email to be listed online</b>
<b>Contact Phone #</b>		
<b>Participation Level</b> - (Please <b>initial the offer level(s)</b> to be promoted in the VIP Shop & Dine 4Less Card Program)		
<b>1. [Redacted] Standard VIP Shop &amp; Dine 4Less Card Offer Details:</b> _____  <i>(Ex: 20% Off Entire Check, Buy One Get One Free Entrees, Complimentary Beverage with each Entrée, etc.)</i>		
<b>ONLINE PROMO CODE IF APPLICABLE:</b> If you are able to offer your promotion online, you must either configure your offer using promo Code <b>SD4LC</b> or provide us with a unique promocode to be published with your profile and directory listing.		
<b>[Redacted] (Initial if applicable) Offer Available online – Enter Promo Code and URL for Promo Code Redemption:</b> [Redacted]		
<b>General Details and disclaimers on the "VIP Shop &amp; Dine 4Less Card and/or VIP Dine 4Less" Card</b>	<ul style="list-style-type: none"> <li>• Each "VIP Shop &amp; Dine 4Less Card" and/or "VIP Dine 4Less" card presented will be valid for up to a maximum of four (4) paying guests (Additional guest may require additional cards) and will not be valid with any other offers or discounts.</li> <li>• Alcohol, beverages, tax and gratuity may not be subject to discounts and will be determined and maintained solely by the participating restaurant.</li> <li>• Each card must be signed and dated prior to first use in order to be activated and may be subject to identification verification.</li> <li>• Cards may not be transferred, used or reused for any other purpose other than defined under this agreement or on the actual card. Cards will have no residual value.</li> <li>• Each standard &amp; GOLD cards are valid for 90 consecutive days from the date of first use and Lifetime cards never expire.</li> </ul>	

**Client understands that by signing this form that they agree to honor the terms of the VIP Shop & Dine 4Less Card and/or VIP Dine 4Less Card program in exchange for the Company promoting their venue.**

**Client:**

**THAT Travel Solution, LLC (Subsidiary of Taktik Enterprises, Inc.)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Play 4Less Card EXHIBIT C**

For Multiple Locations, Include respective info for each location. (use separate sheets if needed)

<b>Venue Name to be Listed</b>		<b>Cuisine/Category Description</b>
<b>Venue Full Physical Address</b>		<b>Neighborhood</b>
<b>Venue Phone # to be Listed on Directory</b>		
<b>Website to be linked online</b>		
<b>Contact Name</b>		<b>Title</b>
<b>Contact Email</b>	<b>Email to be listed online</b>	<b>Contact Email</b>
<b>Contact Phone #</b>		
<p align="center"><b>Participation Level</b> - (Please <b>initial the offer level(s)</b> to be promoted in the VIP Shop &amp; Dine 4Less Card Program)</p> <p>1. <b>Play 4Less Card Offer Details:</b> _____</p> <p>_____</p> <p><b>ONLINE PROMO CODE IF APPLICABLE:</b> If you are able to offer your promotion online, you must either configure your offer using promo Code <b>SD4LC</b> or provide us with a unique promocode to be published with your profile and directory listing.</p> <p>_____ (Initial if applicable) <b>Offer Available online – Enter Promo Code and URL for Promo Code Redemption:</b> _____</p>		
<b>General Details and disclaimers on the "Play 4Less" Card</b>	<ul style="list-style-type: none"> <li>• Each "Play 4Less Card" presented will be valid for up to a maximum of four (4) paying guests (Additional guest may require additional cards) and will not be valid with any other offers or discounts.</li> <li>• Alcohol, beverages, tax and gratuity may not be subject to discounts and will be determined and maintained solely by the participating restaurant.</li> <li>• Each card must be signed and dated prior to first use in order to be activated and may be subject to identification verification.</li> <li>• Cards may not be transferred, used or reused for any other purpose other than defined under this agreement or on the actual card. Cards will have no residual value.</li> <li>• Each card will be valid for 90 consecutive days from the date of first use and Lifetime Cards never expire.</li> </ul>	

**Client understands that by signing this form that they agree to honor the terms of the Play 4Less Card program in exchange for the Company promoting their venue.**

**Client:**

**THAT Travel Solution, LLC (Subsidiary of Taktik Enterprises, Inc.)**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_