

BY CLICKING ON THE “I AGREE” BUTTON, YOU ACKNOWLEDGE THAT: (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY; (2) BY CLICKING THE “I AGREE” BUTTON, YOU HAVE THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND/OR ANY ENTITY WHICH YOU REPRESENT; AND (3) BY CLICKING THE “I AGREE” BUTTON BELOW, YOU AGREE TO BE BOUND BY ALL OF THE TERMS FOUND IN THIS AGREEMENT.

CO-BRANDING AGREEMENT

This Co-Branding Agreement (this “Agreement”) is entered into by and between BusyKid, a Delaware corporation maintaining offices at 3200 N. Hayden Road, #310, Scottsdale, AZ 85251 (“BusyKid”), and the person or entity that has submitted a form to become a co-branding partner of BusyKid and received a link to this Agreement (“Co-Branding Partner”) effective as of the date (the “Effective Date”) that Co-Branding Partner agrees to the terms and conditions of this Agreement and pays the Fees (defined below).

RECITALS

WHEREAS, BusyKid and Co-Branding Partner believe that Co-Branding Partner’s customers may benefit from BusyKid’s Products and Services; and

WHEREAS, BusyKid and Co-Branding Partner desire to enter into this Agreement to establish the terms and conditions of a co-branding relationship relating to the Products and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

DEFINITIONS.

“Authorized Representative” means any employees, agents or contractors of Co-Branding Partner authorized to market the Products and Services on behalf of Co-Branding Partner.

“Business Days” means Monday through Friday, excluding those days on which BusyKid observes a state or federal holiday. All references to “days” in this Agreement shall refer to calendar days unless Business Days is expressly specified.

“Customer” means a family (consisting of at least one parent or guardian and one child) that purchases a subscription to the Products and Services and was introduced to BusyKid entirely by Co-Branding Partner or an Authorized Representative.

“Fee” means the amount to be paid to BusyKid annually as set forth in Exhibit A.

“Products and Services” means BusyKid’s proprietary website and app that help parents keep track of tasks while teaching kids the responsibility of managing their finances.

“Sale” means a completed subscription sale to a Customer during the Term (defined below) of the Agreement which is sourced exclusively and entirely by Co-Branding Partner.

PRODUCTS AND SERVICES; REFERRAL PROVISIONS.

URL and Promo Code. BusyKid will supply a unique URL (link) and Promo Code to Co-Branding Partner for marketing purposes. When a Customer subscribes to the Products and Services by using either the unique URL or Promo Code supplied to it by Co-Branding Partner, the Customer will be shown custom branded pages on the BusyKid website and app that include a banner with Co-Branding Partner’s trademark, trade name, logo, photo and/or other identifier (any or all of the foregoing that Co-Branding Partner has provided to BusyKid, by email or by uploading, the “Co-Branding Partner Marks”) in addition to the trademarks, trade names, logos and other identifiers of BusyKid (any or all of the foregoing, the “BusyKid Marks”). BusyKid reserves the right to refuse to include on the BusyKid website or app any Co-Branding Partner Mark that BusyKid determines, in its sole discretion, to be offensive, inappropriate or illegal.

Unique URL. Subject to the terms of this Agreement, BusyKid hereby grants to Co-Branding Partner a non-exclusive, non-transferable, nonsublicenseable, limited, revocable worldwide license to provide the URL, in the form provided by

BusyKid, and as may be changed by BusyKid from time to time, to its customers. Co-Branding Partner acknowledges and agrees that BusyKid owns all right, title and interest in and to the BusyKid Platform, the unique URL, the BusyKid website and app and all content and intellectual property rights contained or embodied therein.

Changes. BusyKid may, in its sole and absolute discretion: (i) discontinue the availability of all or any portion of the Products and Services or make whatever additions, deletions or other changes to the Products and Services it deems necessary, desirable or appropriate; (ii) change the qualifications and criteria for its customers; and (iii) change the terms of any Customer subscription including, without limitation, any subscription fee. BusyKid is under no obligation to make any Sale to any potential customer referred by Co-Branding Partner and may decline to do so for any reason in BusyKid's sole discretion.

Terms and Conditions. Prior to accessing and utilizing the Products and Services, each Customer must subscribe with BusyKid and accept BusyKid's standard Terms and Conditions and privacy policy as set forth on the BusyKid website and app, as may be updated by BusyKid from time to time.

CO-BRANDING PARTNER'S OBLIGATIONS.

Co-Branding Partner will use commercially reasonable efforts to promote the Products and Services at its own expense, unless otherwise agreed upon in writing by BusyKid. In Co-Branding Partner's promotional efforts, Co-Branding Partner will not represent or imply that Co-Branding Partner is BusyKid or is a part of or affiliated with BusyKid. Co-Branding Partner's promotion obligations will include, but not be limited to, creating, sending, participating, hosting, and/or promoting the emails, webinars, and other promotional activities agreed to by the parties in writing.

Co-Branding Partner agrees: (i) to conduct business in a manner that reflects favorably at all times on the Products and Services and the good name, goodwill and reputation of BusyKid; (ii) to avoid deceptive, misleading or unethical practices that are or might be detrimental to BusyKid or the public including, but not limited to, disparagement of BusyKid or the Products and Services; (iii) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material; (iv) to make no representations, warranties or guarantees to Customers or prospective customers or others with respect to the specifications, features or capabilities of the Products and Services that are inconsistent with or in addition to the literature published by BusyKid; and (v) not to engage in any acts prohibited by any applicable law.

LICENSE OF MARKS.

License. During the Term, BusyKid grants to Co-Branding Partner a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use and display BusyKid Marks solely in accordance with BusyKid's policies regarding the usage of BusyKid Marks. During the Term, Co-Branding Partner grants to BusyKid a non-exclusive, non-transferable license to use and display Co-Branding Partner Marks on and in connection with the Products and Services.

Ownership of Marks. Co-Branding Partner agrees that except for any express license granted to Co-Branding Partner in this Agreement, BusyKid owns all rights, title and interest in and to the BusyKid Marks. The Co-Branding Partner shall not, at any time during the Term or thereafter, dispute or contest, directly or indirectly, BusyKid's rights, title and interest in and to the BusyKid Marks or the validity thereof or assist any third party to do so. Co-Branding Partner shall not apply for or register the BusyKid Marks or any confusingly similar trademarks, trade names or service marks during the Term or thereafter. Co-Branding Partner acknowledges it shall not acquire any rights in the BusyKid Marks hereunder, except for the express license granted herein. All goodwill arising from the use of the BusyKid Marks by Co-Branding Partner shall inure to the benefit of BusyKid and BusyKid shall own all trademark, trade name and service mark rights, if any, in the BusyKid Marks created by such uses. BusyKid agrees that except for the express license granted to BusyKid in this Agreement, Co-Branding Partner owns all rights, title and interest in and to the Co-Branding Partner Marks. BusyKid shall not, at any time during the Term or thereafter, dispute or contest, directly or indirectly, Co-Branding Partner's right, title and interest in and to the Co-Branding Partner Marks or the validity thereof or assist any third party to do so. BusyKid shall not apply for or register the Co-Branding Partner Marks or any confusingly similar trademarks, trade names or service marks during the Term or thereafter. BusyKid acknowledges it shall not acquire any rights in the Co-Branding Partner Marks hereunder, except for the license granted herein. All goodwill arising from the use of the Co-Branding Partner Marks by BusyKid shall inure to the benefit of Co-Branding Partner and Co-Branding Partner shall own all trademark, trade name and service mark rights, if any, in the Co-Branding Partner Marks created by such uses.

PAYMENTS.

Fees. Co-Branding Partner will pay to BusyKid the Fees as set forth in Exhibit A attached hereto and incorporated herein by reference. No Fees paid to BusyKid hereunder, or any portion of the Fees, are refundable by BusyKid for any reason or under any circumstances, including upon the termination or suspension of this Agreement for any or no

reason, or the termination, suspension or modification of any Products and Services for any or no reason, prior to the expiration of the Term.

Expenses. Neither party shall be entitled to any reimbursement of any expenses or for any other payment or compensation of any type other than as set forth in Exhibit A.

Taxes. All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Co-Branding Partner will be responsible for payment of all such taxes (other than taxes based on BusyKid's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any Fees hereunder, the grant of license rights in the BusyKid Marks to Co-Branding Partner, or the provision of Products and Services.

Late Payments; Interest. Any portion of any Fees or other amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

CONFIDENTIAL INFORMATION.

For the purposes of this Agreement, "Confidential Information" means non-public information about BusyKid's business or activities that is proprietary and confidential including, without limitation, all business, financial, technical and other information of BusyKid marked, identified or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information includes, but is not limited to, research and development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, business forecasts, sales information and marketing plans, all information of or about BusyKid's customers and potential customers (unless such information is obviously in the public domain), and this Agreement and its Exhibits (Co-Branding Partner may, however, disclose to potential customers that Co-Branding Partner has a fee arrangement with BusyKid). Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) Co-Branding Partner lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (iii) Co-Branding Partner knew prior to receiving such information from BusyKid or develops independently without use of or access to BusyKid's Confidential Information.

Co-Branding Partner agrees that it will (i) not disclose to any third party or use any Confidential Information except as expressly permitted in this Agreement and (ii) take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own confidential information.

Notwithstanding the foregoing, Co-Branding Partner may disclose Confidential Information (i) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (ii) on a "need-to-know" basis, under an obligation of confidentiality, to its legal counsel, accountants, banks and other financing sources and their advisors.

The Confidential Information is the property of BusyKid and no license or other rights to the Confidential Information is granted or implied hereby. All materials (including, without limitation, documents, drawings, papers, storage media, tapes, models, apparatus, sketches, designs and lists) furnished by BusyKid to Co-Branding Partner (whether or not they contain or disclose Confidential Information) are the property of BusyKid. Upon termination of this Agreement, or within 5 days after any request by BusyKid at any time, Co-Branding Partner shall, to the extent reasonably possible, destroy (including delete) or deliver to BusyKid, (i) all BusyKid-furnished materials and (ii) all materials in Co-Branding Partner's possession or control (even if not BusyKid-furnished) that contain or disclose any Confidential Information. Upon request, Co-Branding Partner will provide BusyKid a written certification of Co-Branding Partner's compliance with Co-Branding Partner's obligations under this Section.

DISCLAIMER OF WARRANTIES. BUSYKID MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE PRODUCTS AND SERVICES OR ANY OF THEM. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND BUSYKID DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT, THE PRODUCTS AND SERVICES WILL BE FREE FROM BUGS, FAULTS, DEFECTS OR ERRORS OR THAT ACCESS TO THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED. BUSYKID EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUSYKID'S TOTAL CUMULATIVE LIABILITY TO CO-BRANDING PARTNER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY

ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID BY CO-BRANDING PARTNER TO BUSYKID UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSYKID BE LIABLE TO CO-BRANDING PARTNER, ANY CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT BUSYKID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

TERM; TERMINATION.

The Term shall commence on the Effective Date and shall continue for a period of 1 year thereafter, unless earlier terminated in accordance with this Section, and shall automatically renew for successive 1 year periods unless either party provides notice, not less than 30 days' prior to the end of the then current Term, of its intent not to renew (the initial Term, together with any renewal Terms, collectively, the "Term"). Either party may terminate this Agreement by providing written notice to the other party if the other party ceases to function as a going concern, becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets.

Upon termination of this Agreement for any reason (i) Co-Branding Partner will cease using the BusyKid Marks, and (ii) Co-Branding Partner will cease all activities related to BusyKid and the Products and Services.

GENERAL.

Severability. In the event any provision of this Agreement is deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

Assignment; Waiver. Co-Branding Partner may not assign or transfer this Agreement, or any of Co-Branding Partner's rights or obligations under this Agreement, without the prior written consent of BusyKid. Any attempted assignment or transfer without such written consent shall be null and void. For the avoidance of doubt, Co-Branding Partner may not subcontract performance of any services under this Agreement to any other contractor or consultant without BusyKid's prior written consent. BusyKid may assign its rights or delegate its obligations under this Agreement upon notice to Co-Branding Partner. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition but shall apply solely to the instance to which such waiver is directed.

Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Each party understands and agrees that this Agreement is nonexclusive. Nothing in this Agreement shall be construed as limiting, in any manner, BusyKid's own marketing, sales or distribution activities or its appointment of other co-branding partners, distributors, licensees or agents.

Notices. All notices and other communications shall be in a writing addressed to BusyKid at the address set forth above, and to Co-Branding Partner at the address that Co-Branding Partner supplied to BusyKid on the form submitted to become a co-branding partner, or to such other address as Co-Branding Partner notifies BusyKid in accordance with this Section, and shall be considered given when (i) delivered personally, (ii) sent by confirmed telex or facsimile, (iii) sent by commercial overnight courier with written verification receipt, or (iv) 3 Business Days after having been sent, postage prepaid, by first class or certified mail. Notwithstanding the foregoing, BusyKid may change or suspend the Products and Services, or any part thereof, by posting the change or suspension on the BusyKid website.

Survival of Obligations. The following Sections will survive termination or expiration of this Agreement: "Ownership of Marks", "Payments", "Confidential Information", "Disclaimer of Warranties", "Limitation of Liability" and "General".

Governing Law; Dispute Resolution. This Agreement shall be construed in accordance with the laws of the State of Arizona, excluding its conflict of law rules. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Maricopa County, Arizona for any litigation arising under or relating to this Agreement.

Entire Agreement; Modification. This Agreement, including any Exhibits hereto, is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all other prior and contemporaneous negotiations and agreements, oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

I AGREE

Exhibit A

FEES

Annual Marketing Fee Due BusyKid:

- Co-Branding Partner will pay, by credit card, an annual Fee of \$1,000 upon submission of this Agreement.