MASTER RESELLER AGREEMENT
And SOFTWARE LICENSE

This **MASTER RESELLER AGREEMENT AND SOFTWARE LICENSE** (the "Agreement") is effective January 1, 2016 ("**Effective Date**") by and between PlaceFull, Inc. ("**PlaceFull**") and POSaBIT Inc. ("**Reseller**").

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties have executed this Agreement effective as of the Effective Date.

PlaceFull hereby appoints Reseller as a Master Reseller of certain portions of the PlaceFull Platform as defined herein in the Territory defined herein for use in the Field defined herein, consisting of the retail cannabis industry, the point of sale system applications in the channels of trade as defined in <u>Exhibit B</u>, and point of sale system applications in other channels of trade may be added from time to time by agreement of the parties, and in conjunction with Reseller's proprietary bitcoin or high risk transaction processing system and technology.

The attached Master Reseller Terms and Conditions along with Exhibit A (PlaceFull Platform) and Exhibit B (Territory & Field) are incorporated into this Agreement by reference and together herewith constitute the entire understanding of the Parties with respect to the subject matter hereof.

Each Party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Agreement on behalf of such Party.

PlaceFull, Inc.

_____"signed"_____
By: Ryan Hamlin, CEO
Address for Notices:
   Reseller, Inc.
   122 S. Jackson St. Suite 310, Seattle, WA 98104
   T: (206) 624-0295

With a Copy to:
   G. Scott Greenburg
   K&L Gates LLP
   925 Fourth Ave, Suite 2900
   Seattle WA 98104E

POSaBIT, Inc.

_____"signed"_____
By: Jon Baugher, Vice President
Address for Notices:
   POSaBIT, Inc.
   122 S. Jackson St. Suite 310, Seattle, WA 98104
   T: (855) 767-22481

MASTER RESELLER AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

"**Application Code**" shall mean the computer software code enabling operation of the PlaceFull Platform as an Internet based software as a service and commerce offering, as it exists on the date hereof, including any third party software embedded therein, as further described on Exhibit A, specifically including both Object Code and Source Code.

"**Confidential Information**" shall mean certain non-public information of the Disclosing Party or of third parties that is designated as confidential or proprietary and that derives independent value from not being generally known to the public, specifically including the Application Code. Confidential Information shall not include: (i) information previously known to or independently developed by the Receiving Party without reference to Confidential Information, (ii) information which is or becomes publicly known through no act or omission of the Receiving Party, or (iii) information received from a third party under no confidentiality obligation with respect to the Confidential Information.

"**Field**" shall mean the field identified on Exhibit B (Field & Territory).

"**Hosted Services**" shall mean all hosted services either inhouse or remote (via Amazon Services or other providers) necessary to run the PlaceFull Platform and set of services.

"**Include**" or "**include**" and variations thereof shall mean "include without limitation" and "including without limitation."

"**Intellectual Property**" shall patent applications, patents, copyrighted works including software, trademarks, service marks, or trade secrets, and any and all other intellectual or proprietary property recognized or enforceable as protectable intellectual property under the intellectual property rights of any country in the world.

"**Intellectual Property Rights**" shall mean with respect to a Party, any and all right, title, and interest of such Party in Intellectual Property, including moral rights.

"**Losses**" shall mean any and all losses, liabilities, damages and claims.

"**Object Code**" shall mean computer programming code, substantially or entirely in binary form, which is intended to be directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.

"**Party**" or "**Parties**" shall mean, individually, PlaceFull or Reseller as the context requires and, collectively, both PlaceFull and Reseller.

"**PlaceFull Competitor**" means any business or entity in the business of offering a service to allow subscription or transaction based online booking or scheduling of events, activities, spaces or services.

"**PlaceFull Materials**" shall mean business partner logos, marketing materials, technical materials, training materials, and other information of PlaceFull or of third parties including Confidential Information.

"**PlaceFull PlatForm**" shall mean the Application Code and Hosted Services that support and allow the functions at the Internet domain placefull.com, including automated online booking and scheduling, as well as related commerce,

administrtion, data storage, data analysis ("SmartFull"), interfaces, and record maintenance.

"**POSaBIT PlatForm**" shall mean the Application Code and Hosted Services that support and allow the functions at the Internet domain posabit.com, including bitcoin payment processing, credit card transaction processing, commerce, tracking, data storage, data analysis, interfaces, and record maintenance.

"**POSaBIT Services**" shall mean point of sale bitcoin payment processing services, credit card transaction processing, commerce, administration/dashboard console and related tracking, data storage, data analysis, interfaces, and record maintenance.

"**Professional Services**" shall mean consulting, configuration, training, and other technical services performed by a Party.

"**Reseller Materials**" shall mean business partner logos, marketing materials, technical materials regarding the Subscription, training materials, and other information of Reseller or of third parties including Confidential Information.

"**Source Code**" shall mean computer programming code, other than Object Code, and related source code level system documentation, comments and procedural code, such as job control language, which may be printed out or displayed in human readable form.

"**Subscriber**" shall mean a customer of Reseller.

"**Subscription**" shall have the meaning as defined in the Subscription Agreement.

"**Subscription Agreement**" shall mean the subscription agreement between Reseller and a Subscriber governing use of the POSaBIT Platform and POSaBIT Services.

"**Support & Maintenance Plan**" or "**SMP**" shall mean the services relating to the support and maintenance as offered by PlaceFull to Reseller.

"**Term**" shall mean the Effective Date and inn perpetuity, unless earlier terminated in accordance with this Agreement or renewed by mutual agreement of the Parties.

"**Territory**" shall mean the territory set forth on Exhibit B (Field & Territory).

2. RESELLER LICENSE AND ARRANGEMENT

2.1. Relationship. This is an agreement to allow Reseller to use the Application Code for the PlaceFull Platform, on a white label basis, in connection with Reseller's POSaBIT Platform and its POSaBIT brand point of sale payment processing and administration services, in the Field and Territory. PlaceFull reserves all rights not herein granted for any and all purposes, and specifically without limitation shall continue to use the PlaceFull Platform to operate the software as a service business and web site Placefull.com

2.2 Grant of License. Subject to the terms hereof, including timely payment of licensing royalties, PlaceFull grants to Reseller, and Reseller shall enjoy, the worldwide non-exclusive right and license to use, modify and create derivatives of the Application Code related to those specific portions and functions of the PlaceFull Platform listed on Exhibit A, for the specific purpose of operating the POSaBIT Platform and deploying its POSaBIT Services in the Field and Territory. The license does not include the right to reproduce the Application Code (except for reasonable development or

back up purposes), or to further license or distribute the Application Code, it being the specific intent of the Parties that the Application Code will limited to use to support the POSaBIT Platform and the POSaBIT Services.

2.3 POSaBIT Platform and Services. Reseller is solely responsible for operating the POSaBIT Platform and sales and deployment of the POSaBIT Service. PlaceFull shall have no ongoing support or maintenance obligations with respect to the Application Code licensed to Reseller, unless a separate SMP is mutually agreed upon and implemented.

2.4 Full Platform Resale. Reseller is granted the right, acting as an independent broker, to market and resell the full PlaceFull Platform on a fully PlaceFull branded basis and subject to all terms of PlaceFull's customer contracts, and will receive compensation for completed sales in keeping with PlaceFull's broker compensation and incentive fee schedule as announced from time to time or otherwise agreed between the parties. All sales relationships related to the full PlaceFull Platform will be directly between PlaceFull and the user, and Reseller shall in such case be a commissioned sales agent with no ongoing rights or obligations.

2.5. Reporting & Channel Conflict. The Parties shall work together to manage channel conflict. In the event of an actual or potential conflict, the Parties shall promptly meet to review the conflict and determine which Party first learned of and is in the best position to successfully contract with the Subscriber. In the event of disagreement as to channel conflict, PlaceFull shall have the final right to exclude Reseller from any channel not clearly within the Field in PlaceFull's sole discretion.

3. Reseller Obligations

3.1. Sales & Marketing. Reseller shall use reasonable efforts, at its expense, to market, promote, and sell Subscriptions to the POSaBIT Services in the Territory to the Field.

3.2. Subscription Agreement. All sales of the Services to a Subscriber by Reseller shall be subject to· and conditioned upon execution of a Subscription Agreement.

3.3. Professional Services. During the Term, Reseller shall provide Professional Services for each Subscriber.

3.4. PlaceFull Professional Services. PlaceFull agrees to respond to inquiries and provide reasonable assistance to Reseller regarding bug fixes and maintenance issues related to the Application Code as originally delivered by PlaceFull to Reseller.

3.5. Integration Support. Reseller shall provide and maintain a test site and support for Subscriptions via email or telephone that enables quality integration verification. Reseller will use commercially reasonable efforts to provide a response to PlaceFull for support of integration testing within 24 hours (M-F).

4. PLACEFULL OBLIGATIONS

4.2. Sales Assistance. To support Reseller's efforts, following the execution of this Agreement, PlaceFull shall provide reasonable access to a PlaceFull demonstration environment, along with training on use of such an environment, for use by Reseller sales team.

5. INTELLECTUAL PROPERTY

5.1. Confidential Information. Each Party acknowledges that during the performance of this Agreement it will have access to Confidential Information. PlaceFull's Confidential Information shall include the PlaceFull Materials. Reseller's Confidential Information shall include the Reseller Materials, including the Subscription (including all portions thereof), and the terms and conditions of this Agreement, including any prices or descriptions. Receiving Party agrees to maintain, and shall cause its employees, agents and subcontractors (as applicable) to maintain the confidentiality of the Confidential Information. Receiving Party shall take commercially reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to protect Confidential Information.

5.2. Limited Use & Non-Disclosure. Receiving Party shall use the Confidential Information solely in connection with this Agreement. Receiving Party shall not disclose, directly or indirectly, any Confidential Information to third parties except to Receiving Party's and its affiliates' officers, directors, employees, consultants, and agents on a need-to-know basis, provided such parties have executed appropriate written agreements sufficient to enable it to comply with all the provisions of this Agreement. Receiving Party may also disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

5.3. Ownership. As between PlaceFull and Reseller, PlaceFull or its Licensors own all right, title, and interest to the Applications Code as originally delivered to Reseller, the PlaceFull Platform, the PlaceFull Materials, and all related Intellectual Property, and all Intellectual Property Rights with respect thereto subject only to the license rights of Reseller. As between PlaceFull and Reseller, Reseller owns all modifications to the Applications Code (but not the original Applications Code) it makes following delivery and all other Source Code or Object Code it creates or uses under license with respect to the POSaBIT Platform or POSaBIT Services that are not part of the PlaceFull Platform, and all related Intellectual Property, and all Intellectual Property Rights with respect thereto ("POSaBIT IP") subject only to the license rights of PlaceFull.

5.4. Grant-Back License. Reseller grants to PlaceFull the full universal non-exclusive right and license to use, commercially exploit, reproduce, modify, and create derivative works of the POSaBIT IP, which during the Term may be used only outside the Field; provided, however, this license specifically excludes those portions of the POSaBIT IP supporting, allowing or enabling bitcoin payment processing.

5.5. Server Information. The Parties acknowledge and agree that both Parties shall be the owner of any transactional or performance information or data provided to or collected by the PlaceFull servers and PlaceFull Hosted Services hosting or making available the Services, including traffic, traffic patterns, activity, activity patterns, page impressions, field and record counts or types, and similar analytics that may be conducted on the Services or any PlaceFull Materials (collectively, "Server Information") and all Server Information shall be deemed both PlaceFull's and Reseller's Confidential Information and PlaceFull and Reseller Materials.

5.6. Restrictions. Any rights not expressly granted by a Party are reserved by such Party, and all implied licenses are disclaimed. Each Party shall not exceed the scope of the licenses granted. Each Party shall not remove any Proprietary trademark or copyright markings incorporated in, marked on or affixed to any of its respective materials by the other Party

or its licensors. Each Party agrees to notify the other Party immediately of any unauthorized use of any of the other Party's respective materials or breach of the other Party's Intellectual Property Rights of which it becomes aware.

6. PAYMENTTERMS

6.1. Royalty Payments. Reseller shall pay to PlaceFull a monthly royalty for all rights granted hereunder of US$10,000 per month, payable within ten days following, but not later than the 30th day following, the month for which the royalty is due. Payment shall be due without invoice and with no grace period. Failure to pay by the 30th day following the month for which payment is due automatically causes a termination of the Agreement unless PlaceFull provides a written waiver and accommodation. At any time Reseller shall have the option of paying to PlaceFull in a single payment the sum of US$500,000 in lieu of monthly payments as payment in full of all Royalties due hereunder in perpetuity.

7. WARRANTIES & COVENANTS

7.1. Standards and Purpose. In connection with any Professional Services provided to Reseller by PlaceFull, PlaceFull represents and warrants that its performance shall (i) be provided consistent with or exceeding generally accepted industry practices and procedures, (ii) comply with the descriptions and specifications which appear, in PlaceFull's documentation or on PlaceFull's website, or are incorporated by reference in this Agreement, or are mutually established by the Parties, (iii) be suitable for the purpose intended, and (iv) be provided or performed through the use of reasonable care and in a timely, professional and workmanlike manner.

7.2. Compliance with Laws. Each Party represents and warrants to the other that its performance hereunder will not be in violation of any applicable law, rule, regulation, or obligation to third parties, including without limitation, with respect to export controls, and that each Party warrants that it shall have obtained all permits or consents required to comply with such laws, rules, regulations, and obligations.

7.3. Data Security. During the Agreement, Reseller represents and warrants that it will maintain its own Data Security & Privacy Policy and will comply with PlaceFull's Data Security & Privacy Policy incorporated herein by reference.

7.4. Ongoing Warranties. The representations and warranties made in this Agreement, unless made as of a specific time, are continuous in nature and shall be deemed to have been given by each Party at the execution of this Agreement and at each stage of performance of this Agreement.

7.6 Non-Competition. During the term of this Agreement, Reseller will not be a PlaceFull Competitor, and will not enter into an agreement to deploy the POSaBIT Platform or perform POSaBIT Services to any third party that is a PlaceFull Competitor; provided that Reseller may deploy the POSaBIT Platform or perform POSaBIT Services to any third party so long as that third-party is a direct customer of PlaceFull deploying the PlaceFull Platform.

7.6 Non-Solicitation. Each Party agrees that it will not without the express written agreement of the other Party solicit the employment or consultancy of, offer employment or consultancy to, or otherwise hire or contract with any employee or professional services consultant of the other Party it is introduced to or becomes aware of in connection with this Agreement during the Term, and for one (1) year thereafter.

7.7. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR INTERFERENCE. THE APPLICATIONS CODE IS PROVIDED TO RESELLER ON AN "AS IS" BASIS WITH NO WARRANTY OF ANY KIND OR NATURE, SPECIFICALLY INCLUDING NO WARRANTIES WITH RESPECT TO INTELLECTUAL PROPERTY OR RIGHTS THEREIN.

8. INDEMNIFICATION & LIMITS OF LIABILITY

8.1. PlaceFull Indemnification. PlaceFull agrees to defend, indemnify and hold harmless Reseller, its affiliates, and their respective licensors, directors, officers, employees, and agents from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of PlaceFull, or its affiliates, employees and agents in the performance of Professional Services that PlaceFull agrees in a signed written instrument to perform for Reseller; and/or (ii) a breach of its representations, warranties, covenants, or obligations under this Agreement.

8.2. Reseller Indemnification. Reseller agrees to defend, indemnify and hold harmless PlaceFull, its affiliate, and their respective licensors, directors, officers, employees, and agents from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of Reseller, or its affiliates, employees and agents; (ii) misuse of PlaceFull Materials by Reseller, its affiliates (including their employees and agents) not in accordance with this Agreement; and/or (iii) a breach of its representations, warranties, covenants, or obligations under this Agreement.

8.3. No Consequential Damages. Neither party shall be liable to the other for special, indirect, incidental, consequential, or punitive damages or for any form of damages (even if advised of the possibility thereof) other than direct damages arising out of or in connection with this Agreement or the subject matter hereof. Notwithstanding the foregoing, the limitations of liability in this Agreement shall not apply to limit Losses arising from (i) indemnification obligations under this Article, (ii) fraud or willful misconduct, or (iii) incurred as a result of any breach of confidentiality obligations under this Agreement.

9. TERMINATION

9.1. Termination for Cause. Either Party may terminate this Agreement on sixty (60) days' prior written notice if the other Party (i) has committed a material breach of this Agreement, which specifically includes failure to timely pay any amounts due hereunder, and has failed, after notice thereof, to cure such material breach within such notice period, (ii) should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business, or make a material liquidation of assets. Time is of the essence of this Agreement.

9.2. Termination Without Cause. PlaceFull may not terminate this Agreement except for Cause pursuant to Section 9.1. Reseller may terminate this Agreement without cause and for its convenience upon ninety (90) days written notice to PlaceFull and full payment of all amounts due to PlaceFull through the date of termination.

9.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information), and all rights and licenses granted hereunder immediately shall cease to exist, and any Subscription Agreements executed by Reseller prior to the expiration or notice of termination shall terminate as of the effective date of the termination of this Agreement, unless the Parties have agreed otherwise or made accommodation for orderly transition thereof.

9.5. Survival of Provisions. The Parties acknowledge and agree that Article 5 (Intellectual Property), Article 6 (Payment Terms), Section 8.3 (No Consequential Damages), Article 9 (Termination), and Article 10 (General) shall survive termination of this Agreement.

10. GENERAL

10.1. Publicity. The Parties may issue a mutually agreeable joint press release within thirty (30) days following the Effective Date announcing the relationship of the Parties under this Agreement. Each Party may identify and list the other as a business partner in its marketing materials and each Party hereby grants the other Party Reseller the right to use, publicly perform, publicly display and digitally perform the granting Party's trademarks and services marks for such purpose.

10.2. Equitable Relief. Each Party acknowledges and agrees that if it breaches the provisions of Article 5 (Intellectual Property) damages to the other Party would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to the other Party for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, the other Party shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction enjoining any such breach. Except as otherwise provided, all rights and remedies contained in this Agreement or provided by law shall be cumulative and no one of them shall be exclusive of any other.

10.3. Assignment. Neither Party may assign or transfer this Agreement (or any right herein) without the prior written consent of the other Party, except to an affiliate or successor in interest by merger, acquisition, or reorganization. This Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

10.4. Governing Law & Venue. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington without regard to its choice of law provisions. Each Party hereby submits to the personal jurisdiction and venue of the federal and state courts residing in Washington. Nothing in this clause shall be construed to preclude any Party from seeking injunctive relief in order to protect its rights.

10.5. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute one and the same Agreement. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Each Party agrees that any terms or conditions in a purchase order or other document issued by such Party to the other Party regarding or in connection with this Agreement are void and of no force and effect. The headings in this Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

10.6. Waiver; Amendments No failure of either Party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation hereunder shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of this Agreement. This Agreement shall not be amended or modified, or any term or conduction waived, except by written instrument that has been duly executed by the signature of an authorized representative of each Party. Each Party is hereby put on notice that any individual purporting to amend or modify this Agreement by conduct manifesting assent or who is not at or above the vice-president level is not authorized to do so.

10.7. Relationship of Parties. Both Parties agree that they are independent entities. Nothing in this Agreement shall be construed to create an employment, partnership, joint venture, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

10.8. Judicial Modifications. THE PARTIES INTEND THAT THIS AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, it shall be enforced, modified, or replaced by another equivalent provision to the extent necessary to render it valid, legal, and enforceable under the circumstances and to the extent consistent with applicable law, while reflecting as closely as possible the original intent of the Parties as expressed or implied therein. If, however, such enforcement, modification or replacement is not permissible under applicable law, then it shall be severed from the Agreement. The invalidity, illegality or unenforceability of the provision, or the enforcement, modification, replacement or severance thereof (as the case may be), shall not affect the validity, legality or enforceability of the other provisions of the Agreement, which shall remain in full force and effect.

10.9. Notices. All notices, requests and demands, other than invoices and routine communications under this Agreement, shall be in writing and shall be deemed to have been duly given when delivered or when transmitted by confirmed facsimile or email (with a copy provided by another means specified in this Section), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or *five* (5) business days after the day of certified mail, return receipt requested, postage prepaid, and addressed to the contact person at the address set forth below the Party's signature. Either Party may from time to time change the individual(s) to receive notices under this Section and its address for notification purposes by giving the other

prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.

EXHIBIT A
PLACEFULL PLATFORM

LICENSED ELEMENTS OF PLACEFULL PLATFORM

THE APPLICATION CODE OF PLACEFULL ASSOCIATED WITH THE FOLLOWING FEATURES, AS ACTUALLY BEING USED BY RESELLER AS OF JANUARY 1, 2016:

- BUYER AND MERCHANT ACCOUNT SYSTEM
- SUBSCRIPTION BILLING SYSTEM AND PAYOUTS
- MERCHANT DASHBOARD AND ANALYTICS
- MERCHANT REPORTING
- EMPLOYEE ADMIN SYSTEM
- PAYMENT PROCESSOR CONNECTION FRAMEWORK
- DATABASE SYSTEM ARCHITECTURE
- SERVICE ARCHITECTURE DESIGN
- FRONT END JAVASCRIPT ARCHITECTURE
- AUTOMATION JOB SYSTEM

THE APPLICATION CODE OF PLACEFULL ASSOCIATED WITH THE FOLLOWING FEATURES, NONE OF WHICH WERE BEING USED BY RESELLER AS OF JANUARY 1, 2016:

- SMARTFULL EMAILS
- SMARTFULL ALERTS
- EVENT/LISTING CREATION (SPECIFICALLY EXCLUDING BOOKING)
- CALENDARING (SPECIFICALLY INCLUDING BOOKING)
- FB SHARING

EXCLUDED ELEMENTS

THE APPLICATION CODE OF PLACEFULL ASSOCIATED WITH THE FOLLOWING FEATURES, NONE OF WHICH WERE BEING USED BY RESELLER AS OF JANUARY 1, 2016:

- PLACEFULL MOBILE IOS AND ANDRIOD APPLICATION
- PROPAY SPECIFIC INTEGRATION APPLICATION CODE
- BOOKING OR ON LINE SCHEDULING SPECIFIC CODE

RESELLER IS PROHIBITED FROM OFFERING A SERVICE TO ALLOW SUBSCRIPTION OR TRANSACTION BASED ONLINE BOOKING OR SCHEDULING OF EVENTS, ACTIVITIES, SPACES OR SERVICES

EXHIBIT B
FIELD AND TERRITORY

FIELD

- Over the Counter Retailers (Recreational or Medical) in the Cannabis Space
- Point of Sale implementations that include the sale and acceptance of bitcoin
- Other high risk processing industries – as defined by the card brands below:
    - Aggregators (Sales made by a different business entity)
    - Alcoholic Beverages
    - Authenticity Disclaimers
    - Artifacts, Graver-Related and First Nation Crafts
    - Bootleg Recordings
    - Counterfeit Items
    - Embargoed Goods, Prohibited Countries
    - Event Tickets
    - Faces, Names and Signatures
    - Weapons and ammunitions
    - Government Identification, Uniforms, and Police-Related Items
    - Illegal Drugs and Paraphernalia
    - Money Laundering or the Financing of Terrorist Activities
    - Medical Devices
    - Multi-level marketing or Pyramid schemes
    - Offensive, Racially or Culturally Insensitive Material
    - Sexually oriented or pornographic merchants, including but not limited to the following: adult book stores or video stores, adult telephone conversations, adult websites and content, companion/escort services, dating services (sexually oriented), mail order brides, massage parlors, topless bars, miscellaneous adult entertainment
    - Prescription Drugs and Devices
    - Pharmacies
    - Pseudo pharmaceuticals (e.g., anti-aging pills, sexual stimulants, weight loss, diet, etc.)
    - Unauthorized Copies
    - Gambling and gambling services, including but not limited to the following: legal gambling where the cardholder is not present when the bet is made, lotteries, illegal gambling including internet gambling, sports forecasting or odds making, betting, casino gaming, off track betting; gambling chips or gambling credits
    - Any service providing peripheral support of illegal activities (i.e. drugs)
    - Consulting firms or firms selling "get rich quick" schemes
    - Real estate purchase with no money down
    - Mortgage reduction services
    - Credit repair or protection services
    - Collection agency services recovering/collecting past due receivable
    - Any illegal products/services
    - Timeshares
    - Extended warranties
    - Credit card and identity theft protection
    - Financial transactions, including but not limited to: quasi cash, stored value foreign currency, money orders, wire transfers, securities, cheque cashing, factoring (processing merchants own card)
    - Shipping/Forwarding Brokers
    - Airlines
    - Bail bonds
    - Bankruptcy lawyers
    - Cell phones/pagers (billing for services only)

- Centralized reservation services
- Chain letters
- Cruise lines
- Flea markets (defined as firms/individuals operating from a booth, on a part time basis with no lease or telephone availability, whether or not indoors)
- Fortune tellers
- Security brokers
- Telemarketing companies involved with the following methods of operations: offering a free gift, prize or sweepstakes, contest entry as an inducement to purchase their product or service; inbound telemarketing companies that receive calls as the result of post cards or similar mailings (as opposed to catalog or media advertising); selling products/services as an agent for a third party
- Business physically located outside of Canada
- Merchants offering substantial rebates or special incentives that are awarded to the cardholder subsequent to the original purchase
- Negative response marketing techniques by any type of merchant (i.e. customer is automatically charged if they do not return the merchandise at the end of a free trail period)
- Vacation rentals/Lodging
- Tour Operators
- Travel agencies
- Real Estate Agents and Brokers
- Past Due Accounts Receivable
- Payment of last resort where prior method of payment has been difficult to collect or has been uncollectible
- Lottery tickets
- Substances made to closely resemble or look like illegal substances
- Substances marketed as producing effects similar to effects of illegal substances
- Loan payment and loan underwriting

TERRITORY

NORTH AMERICA
EUROPE