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CLIENT SERVICES AGREEMENT

ICHOOSE VISA PREPAID CARDS

This Agreement outlines the terms and conditions in force for the fulfilment of Prepaid Cards for the Client administered and managed by 212F on behalf of the Client.

1. DEFINITIONS

In this Schedule:

"212F" means 212F PTY LTD; NZBN 9429035610779.

"Agents" refers to employees, representatives, directors, agents, affiliated entities, subcontractors, service providers or suppliers of 212F.

"Batch File" means the electronic transmission of Customer details to 212F.

"Card Activities" means any transactions that are conducted on the Prepaid visa Card by the Cardholder.

"Cards" means the cards provided to the Customer in accordance with this schedule.

"Cash Back" means when the Prepaid Card is being used primarily to enable the return of cash to the consumer subject to and as governed by the specific Program operated by the Client.

"Chip" means the secure chip technology embedded in a Card holding encrypted data.

"Client" or **"The Client"** means Company Name and NZBN as stipulated in the Client Set Up Form.

"Client Set Up Form" means the document completed and signed by The Client when applying to issue Prepaid Cards.

"Country" means New Zealand.

"Customer" means a customer of the Client as advised in the Batch File to 212F by the Client.

"Digital Card" means a Single Load or Reloadable card that is in a digital form which can be used with Apple Pay or Google Pay.

"iChoose Website" means the website owned and managed by 212F that a user of a Prepaid Card accesses to activate their Prepaid Card and view all Prepaid Card transactions.

"Issuer" means Oxygen NZ Limited.

"Prepaid Card" means a stored value card which has been pre-paid by the Client that can be issued in either physical or Digital form.

"Reloadable" means the Client can load multiple value loads to a customer's card via a unique code as stipulated in the Batch File.

"Single Load" means only the initial value load can be loaded onto the customer's card as stipulated in the Batch File.

2. CLIENT ACKNOWLEDGEMENT

The Client acknowledges that in relation to the provision of Cards:

(a) it has read the relevant Terms & Conditions issued by Oxygen NZ Limited.

3. SERVICES PROVIDED BY 212F

(a) 212F shall be solely responsible for:

(i) arranging and managing the issuance, via the Issuer, of the Prepaid Cards on behalf of the Client to Customers, including the activation and use of the Prepaid Cards by Customer and tracking the Prepaid Card's value and transaction history of each Prepaid Card within the "My Account" section of the iChoose Website. (**"Card Activities")**;

(ii) supervising and liaising with any of its Agents that are involved in connection with the issuance and management of the Prepaid Cards or otherwise in the performance of this Agreement;

(iii) managing the provision of the physical delivery of the Prepaid Cards to Customers;

(iv) managing the resolution of any problems or issues that may arise due to the Card Activities or the delivery of the Prepaid Cards;

(v) ensuring that the correct agreements are in place with the Issuer in order that the Prepaid Cards may be issued;

(vi) Providing a copy of the Product Terms& Conditions to the Client;

4. SCOPE OF SERVICE

(a) 212F will arrange the issue of the Prepaid Cards to the Customers and shall ensure that the Prepaid Cards are issued at varying values not exceeding $4,999.99 respectively (or at such other values as may be notified to 212F by the Client in the Batch File at the Clients sole discretion) (each, a "**Card Value**") in such numbers to be decided by the Client.

(b) The Client acknowledges that the Prepaid Card is issued by Oxygen NZ Limited ("Issuer") and for the Issuer to provide the Client with Prepaid Cards, the Issuer must at all times meet its regulatory and compliance obligations. To do so the Client may be requested to produce information, should the Client not provide information requested by the Issuer in a timely manner, some or all the services provided to the Client may be terminated.

(c) 212F and the Client shall collaborate as required to ensure all necessary uploading of data and that all descriptions and images of the Prepaid Cards are available to enable the Issuer to issue the Prepaid Cards to the Customers.

(d) All marketing materials for the Prepaid Card program shall be given to 212F by the Client for approval prior to the printing of the materials or distribution of digital content, for the sake of clarity this includes Visa, Apple, Apple Pay, Google and Google Pay brands.

(e) Activation and use of the Prepaid Card shall be regulated as provided by the Product Disclosure Statement.

(f) 212F shall only load funds onto the Prepaid Cards upon receipt of full payment of the Card value of the Prepaid Cards as stipulated in the Batch File order and all 212F related service charges are paid in full.

5. FEES

In consideration of the services provided for and on behalf of the Client pursuant to this Agreement by 212F:

(a) The Client will pay 212F for all the fees and costs and taxes stipulated in the quote provided and Clause 7 of this agreement concerning Prepaid Cards.

(b) The Client will pay 212F for the total of the Card value contained within each Batch File prior to any funds being loaded on the Prepaid Cards.

6. PREPAID CARDS

(a) 212F shall not be responsible for any Card Activities, or any issues that may arise pursuant to the Card Activities.

(b) Prepaid Cards that have been delivered are not exchangeable for other rewards nor refundable, replaceable or transferable for cash or credit under any circumstances. 212F is not responsible for lost Prepaid Cards, however 212F and/or their Agents will use reasonable endeavours to block a Prepaid Card once it becomes aware that a Prepaid Card is lost or stolen.

(c) Prepaid Cards will be delivered to the physical address or email address of the Customers as advised to 212F by the Client via the Batch File.

(d) The Client shall refer Customers directly to details on the back of the card or the website in the mobile wallet if any of the Prepaid Cards are found to be damaged or defective, or for any queries or problems the Customers may have in relation to the Card Activities.

(e) 212F shall process and deliver the Prepaid Cards within six (6) weeks of receipt of payment of the corresponding invoice, or within five (5) working days in the case of Digital Card. 212F shall keep records of the time of order and dispatch of the Prepaid Cards, and the anticipated time of their arrival at the place of delivery and will make such records available to the Client upon reasonable request.

(f) Where Prepaid Cards are offset printed 212F's supplier will try to deliver the quantity of Prepaid Cards ordered. A variation of up to ten (10) per cent in the quantity ordered must be accepted by the Client.

(g) 212F accepts no responsibility for any errors in design proofs accepted by the Client. The Client's alterations to and after the first proof, including alterations in style, font or design will be subjected to additional costs.

(h) The Chips embedded in reloadable Cards expire. 212F and the card fulfilment supplier manage phasing out of old Chips. Should a Chip profile be phased out it is up to the Client to purchase additional card stock with the new Chip.

(i) Card stock deemed to be dormant after a period of 2 years will be destroyed. The Client will be notified of this at which time they will need to issue remaining card stock within a six (6) month period.

(j) Cards not issued after a period of 2 years can be made inactive or obsolete. To reinstate Cards, the Client will be subject to new set up fees and timelines.

(k) Subject to 30 days' notice 212F reverses the right to increase Prepaid Card costs at any time in line with any increases imposed by Agents.

(l) Any changes or amendments to Cards as required by Visa may incur additional costs.

(m) Prepaid Cards cannot be reissued if they pass the expiration date.

(n) All Prepaid Cards that pass the expiry date will have any remaining available balances on Cards forfeited.

(o) All Prepaid Cards that pass the expiry date cannot have monetary funds reloaded or transferred from expired Prepaid Cards.

(p) The Client must be aware and is responsible for the management of the Prepaid Card expiry dates. 212F will not provide any notice on Card expiry.

(q) Once created the Prepaid Cards expiry date cannot be extended for any reason.

(r) 212F warrants that it has the appropriate agreements in place with the Issuer to enable it to arrange the production, operation and delivery of the Prepaid Cards.

(s) The Prepaid Cards issued pursuant to this Agreement are either Reloadable or Single Load and can either be physical or Digital Card as advised by the Client in the setup of the Program.

7. CHARGES AND PAYMENT TERMS

(a) Payment Terms:

212F standard payment terms are payment in full within seven (7) days from date of invoice unless otherwise previously agreed in writing.

(b) 212F shall only process Prepaid Cards once full payment of the individual invoice pertaining to the corresponding order has been received by 212F from the Client.

(c) All the fees, costs and taxes related to the order shall be as specified in the corresponding invoice issued by 212F and payment in full must be received prior to Prepaid Cards being processed.

(d) Credit Card Payment Service Fee:

Credit cards may only be used to pay for 212F Charges by prior arrangement and agreement with 212F. There may be an additional service or transaction fee for any services paid for by credit card.

8. CONFIDENTIAL INFORMATION

(a) Each Party acknowledges that the information disclosed by the other Party in relation to the operations of the Program whether to Auxiliary Suppliers, Participants or other parties is commercially sensitive and is the property of that other Party (Confidential Information).

(b) Except as provided in this Agreement each Party must not permit any of its officers, employees, agents, contractors, Auxiliary Suppliers or related companies to use or disclose to any person Confidential Information without the prior written consent of the other Party.

(c) Neither Party shall use, copy or reproduce Confidential Information for any purpose other than in connection with the performance of this Agreement. Upon termination of this Agreement for any reason, each Party shall immediately cease use of all Confidential Information of the other Party and deliver to the other Party all documents and things in its possession or control containing or constituting such Confidential Information.

The rights and obligations of each Party with respect to Confidential Information will survive the termination or expiry of this Agreement.

9. MISCELLANEOUS

(a) Entire Agreement:

This Agreement records the entire agreement, understanding and arrangement (express and implied) between the parties relating to the subject matter of this Agreement.

(b) Counterparts:

This Agreement shall be deemed to be executed by a party if that party has executed an original, a copy or a facsimile copy, and provided that every party has executed any such format, the executed formats shall together constitute a binding and enforceable agreement between the parties.

(c) Waiver:

Any delay, failure or forbearance by a party to exercise (in whole or in partly) any right, power or remedy under, or in connection with, this Agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.

(d) Costs:

Each party shall bear their own costs concerning the establishment of this Agreement.

(e) Assignment with Consent:

No party may assign or transfer all or part of their rights or obligations under this Agreement without the prior written consent of the other parties.

(f) Amendments:

No amendment to this Agreement will be effective unless in writing and signed by all the parties.

(g) Invalidity:

If any provision of this agreement is held to be illegal, invalid or unenforceable, this Agreement will be considered divisible and inoperative concerning that provision to the extent it is held to be illegal, invalid or unenforceable. In all other respects this Agreement will remain in full force and effect.

(h) Announcements:

Neither party will make any announcement in relation to the existence of, or the contents of, this Agreement unless such announcement has been agreed in principle with the other parties.

(i) Governing law:

This Agreement is governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of New Zealand.

(j) Apple and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries. Google is a trademark of Google Inc., registered in the US and other countries and regions.

Initials _____________ _____________