

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE OR SUBSCRIBING TO THE SERVICES OFFERED BY THIS WEBSITE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE.

VENDORCONNECT
TERMS AND CONDITIONS

THIS VENDORCONNECT TERMS AND CONDITIONS (the “Agreement”) is entered into this day of acceptance by you, a supplier gaining access to VendorConnect (hereinafter referred to as “Vendor”) and one or more of the affiliated group of franchisor companies known as United Franchise Group (hereinafter collectively referred to as “Company”), including, but not limited to, Sign*A*Rama Inc., FP Franchising, Inc. d/b/a Fully Promoted, Transworld Business Advisors, LLC, Graze Craze Franchising, LLC, Great Greek Franchising, LLC, Venture X Franchising, LLC, OE Franchising, LLC, IO Franchising, LLC, CK Franchising, LLC; and Exit Factor, LLC; with a principal place of business at 2121 Vista Parkway, West Palm Beach, Florida, 33411.

Vendor sells the products and/or services described within the “Products” section of the VendorConnect portal (the “Products and/or Services”), and Vendor desires to promote the sale of the Products and/or Services to the Company’s franchisees on the terms and conditions set forth herein.

Company maintains the VendorConnect web-application portal and will permit Vendor to post marketing information, specials, and training information about the Products and/or Services on the terms and conditions set forth herein.

1. Monthly Subscription. Vendor shall purchase a monthly subscription as a “subscriber” to VendorConnect (the “Subscription”). Certain Vendor subscribers may be called “Approved Vendor” or “Strategic Partners,” but Vendor and Company acknowledge and agree that the use of the term “Strategic Partner” does not connote or implicate an actual legal partnership between Vendor and Company. At no time shall Vendor disclose to any third-party details relating to any commissions paid or to be paid by Vendor to the Company or sponsorship commitment fulfilled or to be fulfilled by Vendor pursuant to this Agreement.
2. Commission. Vendor may pay Company a commission or sponsorship pursuant to a separate Company vendor agreement. Vendor shall provide the Company along with the payment a monthly sales report listing the sales of the Products and/or Services to or by franchisees as applicable. Company shall have the right to audit Vendor’s books and records to verify the accuracy of the monthly sales reports supplied by Vendor. All monetary amounts are in United States Dollars.
3. Privacy. As part of the Subscription, Vendor may obtain access to personal data. Vendor acknowledges the processing of personal data is subject to various statutory and regulatory requirements including the European Union General Data Protection Regulation (“GDPR”) (EU 2016/679), California Consumer Privacy Act (“CCPA”), and the California Privacy

Rights Act of 2020 (“CPRA”), (collectively, the “Privacy Laws”). In connection with such requirements:

Vendor represents and warrants that it has complied and will continually comply with all applicable laws in processing any personal data obtained by Vendor by virtue of Vendor’s Subscription to VendorConnect, including providing any required notices and obtaining any required consents and authorizations for the processing of such personal data by Vendor. To the extent that Vendor acts as a processor of personal data obtained through its Subscription and to the extent that franchisees provide their personal data to Vendor during account registration or otherwise, the parties acknowledge that such information will be processed by Vendor as a controller in accordance with the Company’s privacy statements available at <https://trust.unitedfranchisegroup.com/privacy-policy/>.

Vendor’s acceptance of the terms and conditions contained in this Agreement also represents its acceptance of the terms contained in the Company’s privacy statements.

4. Indemnification. Vendor shall indemnify and hold harmless Company and its franchisees from any claims, losses and damages of any kind, including reasonable attorneys’ fees and costs incurred by Company and its franchisees in defending any claim, including, but not limited to, claims arising out of or based on the failure of the Products to perform or the Services to be as warranted; product liability claims arising out of the use of the Products; any patent, trademark, trade secret or other intellectual property infringement claims arising out of the use and/or resale of the Products and/or Services by a franchisee; and any claims arising out of any breach of Privacy Laws.
5. Confidentiality. Vendor agrees that any non-public, confidential information regarding the Company and its franchisees that is made available to Vendor or comes into its possession during the term of this Agreement shall be held confidential by Vendor with at least the same degree of protection that Vendor would use to protect its own confidential information. Vendor further acknowledges that the disclosure or use by Vendor of the confidential information for purposes not related to the Vendor’s Subscription pursuant to this Agreement will cause immediate and irreparable damages to the Company.
6. Franchisee Prices. Company franchisees shall pay for the Products and/or Services at the prices as listed within the “Products” section of the VendorConnect portal.
7. Domain Names and Trademarks. Vendor shall not use the Company’s trademarks in any fashion, including the use of the domain name(s) containing any of the Company’s trademarks. If necessary, for the performance of this Agreement and upon Vendor’s request, Company may license Vendor the right to use one of more of its trademarks. Such request for use of a trademark owned by the Company shall be made by Vendor to Matt Segall, Systems Development Director, United Franchise Group via matt@ufgcorp.com or (561) 868-1468. Vendor’s request shall contain the trademark and any domain name Vendor seeks to use and the purpose or use for which it is intended.

- a. If Vendor's request is approved, the Company shall register, at its own expense, the domain name approved and authorized by Company for Vendor's specific use. Company may revoke its authorization for the use of a trademark or domain name at any time or may modify or substitute another trademark or domain name for the same.
 - b. Vendor agrees that it shall not in any circumstance register or undertake to register any domain name which contains any of Company's trademarks or any other trademark or domain name which would conflict with Company's rights in and to its trademarks.
 - c. Vendor acknowledges that any unconsented or unauthorized use of the trademarks is outside the scope of this Agreement and is infringement of the trademarks. Vendor agrees it will not, directly or indirectly, commit any act of infringement or contest or aid in contesting the validity or right of Company in and to its trademarks or take any other action in derogation of Company's rights in and to Company's trademarks.
8. Relief for Breaches of Confidentiality, Misuse of Trademarks, and Non-Compliance with Data Privacy. Vendor acknowledges that an actual or threatened breach of the covenants concerning confidentiality, trademarks, and data privacy contained in the Agreement will cause Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of monetary damages or other remedies at law. Accordingly, Company shall be entitled to, as a matter of right, to an injunction from any court of competent jurisdiction, restraining any further violation of this Agreement by Vendor, without any requirement to show any actual damage or to post any bond or other form of security. Such a right to an injunction shall be cumulative and in addition to, not in limitation of, any other right and remedies Company may have at law or in equity.
9. Modification. Company may terminate, change, suspend or discontinue any aspect of VendorConnect, including (without limitation) to content, features or hours of availability. Company may also impose limits on certain features of VendorConnect, or restrict Vendor's access to the whole or a part of VendorConnect \ without notice.

Certain areas of VendorConnect may be subject to additional posted terms, conditions and guidelines. All such terms, conditions and guidelines are incorporated by reference into this Agreement and may be amended from time to time (without notice to the Vendor) by posting the amended terms, conditions or guidelines on VendorConnect.

IF ANY MODIFICATION IS NOT ACCEPTABLE TO VENDOR, VENDOR'S SOLE AND EXCLUSIVE REMEDY AND RECOURSE IS TO DISCONTINUE USE OF THE SITE AND THE SERVICES.

10. Limitation of Liability. Company provides VendorConnect for use by Vendor on an "as is" basis, without warranty of any kind, either expressed or implied, including (without limitation) to the implied warranties of merchantability, fitness for a particular purpose, or non-

infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Vendor.

COMPANY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING (WITHOUT LIMITATION) DAMAGES FROM LOSS OF BUSINESS, DIMINUTION OF PROPERTY VALUE, LOSS OF PROFITS, OR DOWN TIME) RESULTING FROM USE OF VENDORCONNECT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING (WITHOUT LIMITATION) NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO VENDOR.

However, Vendor agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of VendorConnect or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

11. Independent Contractor. The relationship between Vendor and Company and its franchisees created by this Agreement is that of an independent contractor. Neither Vendor nor Company shall represent to any third-party that there is any employment relationship between Vendor and Company. Neither Vendor nor Company shall have the authority to act for the other in any manner to create any obligations, liabilities, debts, or expenses binding on the other.
12. Arbitration. Any controversy or claim arising out of or related to this Agreement, the relationship of the parties hereto, including any claim that this Agreement, or any part hereof, is invalid, illegal or void, shall be submitted to arbitration before the American Arbitration Association in accordance with its commercial arbitration rules. Arbitration shall take place in Palm Beach County, Florida. In any arbitration, the reasonable attorney fees of the prevailing party shall be paid by the non-prevailing party.
13. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (the Lanham Act), this Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida, without regard to principles of conflicts of laws. Any claim against Company will be adjudicated on an individual basis and will not be consolidated in any proceeding with any claim or controversy of any other party.
14. Entire Agreement. This Agreement represents the entire understanding and agreement between Vendor and Company with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties.
15. Assignment. This Agreement cannot be assigned by either party without the written consent of the other party. This Agreement is binding upon the parties hereto, their successors and assigns.

16. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by both Vendor and Company, and their respective legal representatives, heirs, successors and permitted assigns.