

# IGH SOLUTIONS, INC.

## STANDARD TERMS AND CONDITIONS OF SALE

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These terms and conditions of sale (“Agreement”) are applicable to any order placed with and accepted by any of the following companies (each referred to herein as “Provider”):

IGH Solutions, Inc.  
Travel Tags, Inc.  
Western Graphics & Data (division of Travel Tags, Inc.)  
VIU (division of Travel Tags, Inc.)  
Photocraft, Inc.  
Card Fulfillment Services (division of IGH Solutions, Inc.)

1. **Scope of Agreement:**

Provider, upon acceptance of an Order placed by Client, will supply the products and services specified in the Order (the “Work”) to Client, pursuant to the terms and conditions of this Agreement and its exhibits and Provider’s acceptance of such order submitted by Client is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Client’s purchase orders, invoices, acknowledgements or other documents. The details of the Work (e.g. quantity, price, and product specifications) shall be set forth in in the relevant Order.

2. **Definitions:**

- (a) “Affiliate” means any Person controlling, controlled by or under common control with the Party or Person specified, including any:
  - (i) subsidiaries;
  - (ii) partners; and
  - (iii) divisions.
- (b) “Agreement” means this Agreement and all exhibits, schedules and attachments referenced herein.
- (c) “Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in Minneapolis, Minnesota, are authorized or required by law to close.
- (d) “Business Hours” means 8 a.m. to 5 p.m. on each Business Day local time at the place at which the goods are produced or services are performed.
- (e) “Client” means any person or entity placing an Order subject to this Agreement.

- (f) “Client IP” means Intellectual Property Rights of Client provided or specified for use or reproduction by Provider in this Agreement.
- (g) “Commissioned Developments” means any Developments the creation of which has been commissioned and separately funded by Client pursuant to the terms of an Order.
- (h) “Developments” means all inventions, discoveries and improvements, whether or not patentable, conceived by a Party or jointly by the Parties in the course of performing this Agreement. Developments exclude any pre-existing IP Rights and any inventions, discoveries and improvements, whether or not patentable, conceived by a Party not directly related to the performance of this Agreement.
- (i) “Disclosing Party” means a Party, including such Party’s Affiliates, disclosing Confidential Information.
- (j) “Intellectual Property Rights” or “IP Rights” means:
  - (i) all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
  - (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
  - (iii) all works (whether or not copyrightable), all copyrights, and all applications, registrations, and renewals in connection therewith;
  - (iv) all mask works and all applications, registrations, and renewals in connection therewith;
  - (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals);
  - (vi) all computer software (including data and related documentation);
  - (vii) all other proprietary rights; and
  - (viii) all copies and tangible embodiments thereof (in whatever form or medium).
- (k) “Laws” means any applicable federal, state, county, or local laws, statutes, rules, regulations, ordinances and requirements promulgated by

governmental or other authorities including any judicial or administrative interpretations thereof.

- (l) “Manufacturing Equipment” means all machinery, tools, molds and other equipment that Provider may deem necessary or desirable to use in the provision of goods and services under this Agreement.
- (m) “Non-Commissioned Developments” or “NCDs” means any Developments which are not Commissioned Developments.
- (n) “Order” means a detailed statement of work (which may be in the form of a quotation issued by Provider or a purchase order issued by Client and accepted by Provider) including specifications, pricing and performance metrics pursuant to this Agreement and executed by the Parties.
- (o) “Party” means each of Provider and Client.
- (p) “Person” means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).
- (q) “Provider IP” means Intellectual Property Rights of Provider provided or specified for use or reproduction by Provider in this Agreement.
- (r) “Receiving Party” means a Party, including such Party’s Affiliates, receiving Confidential Information.
- (s) “Section” means the referenced section in this Agreement unless otherwise stated.
- (t) “Third Party” means a Person which is not a Party or an Affiliate of a Party.
- (u) “Warranty Period” means the date of delivery or performance and a period of thirty (30) days thereafter.

**3. Prices and Terms:**

- (a) The prices payable by Client for goods and services to be supplied by Provider under this Agreement will be specified in the applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes.
- (b) Payment terms are net thirty (30) calendar days from the date of the invoice. If Client does not pay an invoiced amount within terms, Client will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance. In the event of any dispute regarding an invoice, no finance charges will apply in the event that Client provides written notice of the dispute prior to the due date for such payment.
- (c) Upon reasonable request by the Provider, Client shall provide copies of its most recent audited financial statements or other reasonable evidence of

its financial capacity and such other information as Provider reasonable requests to determine credit status or credits limits.

- (d) Client shall provide notice within five (5) business days of the occurrence of any event which materially affects Client's ability to perform its obligations under this Agreement including but not limited to: (i) the material default of any supplier or sub-contractor; (ii) labor strike or dispute; or (iii) material uncured default with respect to any debt obligations of Client.
- (e) Pricing schedules (whether attached to this Agreement or an Order) are subject to change upon a change in the price of applicable raw materials (as reflected on a recognized trade or commodity pricing tracker) in excess of five percent (5%) from the date of such schedule.
- (f) Unless otherwise specified in the Order, Work will be delivered FOB Provider's manufacturing facility and will be shipped to Client via carriers selected by Provider.

#### 4. **Relationship of Parties:**

- (a) Provider is an independent contractor, and is not an employee, servant, agent, partner, or joint venturer of Client. Neither Party to this Agreement will have any authority to bind or represent the other Party. Client shall identify and request the Work to be performed, but Provider shall determine the legal means by which all Work is to be accomplished. Client is not responsible for withholding, and shall not withhold, FICA or any other employment-related taxes of any kind from any payments made to Provider. Neither Provider nor its employees shall be entitled to receive any benefits which employees of Client are entitled to receive, nor shall Provider or its employees be entitled to receive from or through Client, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security on account of Work performed under this Agreement.
- (b) Unless otherwise provided in the applicable Order, Provider will be responsible to provide all Manufacturing Equipment necessary or appropriate to the performance of its obligations under this Agreement and, upon completion of the Work, Provider shall retain ownership and control of all Manufacturing Equipment.
- (c) Unless otherwise specified in this Agreement or an Order, this Agreement is non-exclusive and each Party is free to provide to, or purchase from, any Third Party any goods and services similar to the Work.

#### 5. **Confidentiality:**

- (a) The performance of services under this Agreement may result in disclosure by the Parties (each a "Disclosing Party") to each other (each a "Receiving Party"), or discovery by a Receiving Party, of information relating to the Disclosing Party's business practices, customers, pricing,

scheduling, purchasing, suppliers or other proprietary information of the Disclosing Party or its customers (“Confidential Information”).

- (b) Each Party shall maintain the Confidential Information of the other Party in confidence using such measures as it accords its own information of a similar nature and, in any event, shall exercise such care in protecting the Confidential Information of the other Party as a reasonably prudent person would exercise. Each Receiving Party further agrees that the Confidential Information shall be used solely for the purposes of performing the Receiving Party’s obligations under this Agreement (the “Permitted Purposes”) and, except for such limited purposes, the Confidential Information shall not be used for the Receiving Party’s benefit or be disclosed to any Third Party. Each Receiving Party may disclose the Confidential Information of the other Party only to its employees and Representatives as necessary to perform its obligations under this Agreement, provided that the Receiving Party shall be liable for the acts of its employees and Representatives and any and all other persons to whom it discloses the Confidential Information.
- (c) Confidential Information shall include:
  - (i) customer lists and information;
  - (ii) business and marketing plans;
  - (iii) financial statements, projections, analyses and information related to costs and revenues;
  - (iv) product and equipment designs or enhancements and other technological developments and production techniques whether or not the subject of statutory trade secret protection, letters patent or pending patent applications; and
  - (v) all other information provided by Client or Provider of a proprietary and confidential nature (whether communicated by means of oral or written disclosures) which is marked “confidential” or is identified in writing by the Disclosing Party as confidential within thirty (30) days after disclosure.
- (d) Confidential Information shall not include information which:
  - (i) was in the possession of the Receiving Party at the time it was first disclosed by the Disclosing Party;
  - (ii) was in the public domain at the time it was disclosed to the Receiving Party;
  - (iii) enters the public domain through sources independent of the Receiving Party and through no breach of this provision by the Receiving Party;
  - (iv) is made available by the Disclosing Party to a Third Party on an unrestricted, non-confidential basis;

- (v) was lawfully obtained by the Receiving Party from a Third Party not known by the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or
  - (vi) was at any time developed by the Receiving Party independently of any disclosure by the Disclosing Party.
- (e) Each Party agrees that its obligations contained herein apply also to, and shall be binding upon, all of its Affiliates.
- (f) In the event that either Party, or the principals, partners, shareholders, directors, officers, employees, representatives, professional advisors or agents of a Party (collectively such Party's "Representatives"), or Affiliate is legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the other Party, the Party under such compulsion shall promptly give notice to the Disclosing Party so that the Disclosing Party may seek to quash such compulsion or to obtain an appropriate protective order. In the event the Disclosing Party does not quash such compulsion, and whether or not a protective order is obtained, the Receiving Party under compulsion shall disclose only such limited portion of the Confidential Information of the Disclosing Party as, in the written opinion of counsel for the Receiving Party under compulsion, is required to avoid sanction by the court having jurisdiction of such matter.
- (g) Each Party shall, upon request by the other, promptly return or destroy all documentation and other materials containing any Confidential Information of the other Party without retaining any copies thereof (except a single copy retained by counsel solely for documentary purposes). Each Receiving Party shall thereafter, upon request by the Disclosing Party, provide a certification signed by an officer of the Receiving Party that all such materials have been returned to the Disclosing Party or have been destroyed.

**6. Intellectual Property Developments:**

- (a) Client shall maintain all ownership or license rights as applicable with respect to any Intellectual Property Rights delivered to Provider in connection with Provider's performance of this Agreement including but not limited to content, designs and marketing plans. Client grants to Provider a license to use, display and distribute (and to sub-license its Affiliates and sub-contractors to use, display and distribute) any Intellectual Property Rights delivered to Provider as reasonably necessary to perform any Order.
- (b) Provider shall maintain ownership or license rights as applicable with respect to any Intellectual Property Rights delivered to Client or utilized by Provider in connection with the performance of this Agreement including but not limited to content, designs, techniques and processes.

Provider grants to Client a license to display and distribute any Intellectual Property Rights contained in work product delivered by Provider or Affiliates to Client. Unless expressly stated in the relevant Order, this license shall not permit Client or any Third Party to use or re-produce any such Intellectual Property Rights.

- (c) Client shall own all Intellectual Property Rights in any Commissioned Developments.
- (d) Provider shall own all Intellectual Property Rights in any Non-Commissioned Developments.
- (e) If the Party to whom Developments are assigned pursuant to the terms of Section 6(c) or Section 7(d) (“Holder”) elects, in its sole discretion, to seek patent or other protection with respect to any Developments, the other Party (“Non-Holder”) shall cooperate fully and promptly with the Holder or its Affiliate, as applicable, during the term of and after termination of this Agreement in the application for patents or other protection therefore in the U.S.A. and any foreign countries in the name of the Holder or its assignees, and the Non-Holder shall promptly execute and deliver any documents or instruments requested by the Holder to accomplish this. Further, the Non-Holder shall assist and cooperate with the Holder, at the Holder’s expense, in any controversy or legal proceedings relating to the Developments.

**7. Intellectual Property Markings:**

- (a) Client agrees to incorporate into the artwork and/or matter to be printed on the Work any markings specified by Provider as necessary or appropriate related to IP Rights owned by, or licensed to, Provider and used in connection with the Work.
- (b) Each Party represents and warrants that the markings designated by it for placement on the Work shall be true and correct and each shall indemnify the other Party for any Claim related to false marking or any similar Claims resulting from markings specified by it pursuant to Section 12.

**8. Data Management and Security:**

- (a) Client warrants that it has the right to use and to have Provider use on behalf of Client and data provided to Provider or its Affiliates by Client including specifically customer names, identifying information, addresses and other contact information and related personal information (“Data”). Client further warrants that it will designate on the applicable Order if Data provided pursuant to that Order is subject to HIPAA, Gramm-Leach-Bliley or other statutes providing enhanced data protection or requiring enhanced data security procedures.
- (b) Provider warrants that it will handle, process and utilize Data in accordance with applicable Laws.

**9. Employee Non-solicitation:**

- (a) The Parties further agree that during the Term and for a period of one (1) year thereafter, they shall not solicit for employment any employee of the other Party who became known to such Party in connection with the performance of this Agreement without the prior written approval of the other Party.
- (b) The foregoing provision will not prohibit either Party from employing any individual who applies for a position in response to an internal posting, employment advertisement or other general solicitation of employment.

**10. General Warranties:**

- (a) Provider represents and warrants that:
  - (i) the goods and services provided pursuant to this Agreement shall conform during the Warranty Period in all material respects to all specifications and requirements contained in the Order under which the goods or services are provided;
  - (ii) any Provider IP provided or utilized by Provider in the performance of its obligations under this Agreement will not infringe the IP Rights of any Third Party; and
  - (iii) its obligations under this Agreement will be performed in compliance with all applicable Laws.
- (b) Client represents and warrants that:
  - (i) any matter it furnishes for performance of services by Provider: (A) does not infringe any copyright or trademark or other Intellectual Property Rights of any Third Party; (B) is not libelous or obscene; (C) does not invade any persons right to privacy; and (D) does not otherwise violate any laws or infringe the rights of any Third Parties.
  - (ii) any Client IP provided or specified by Client for use by Provider in the performance of its obligations under this Agreement will not infringe the IP Rights of any Third Party; and
  - (iii) its obligations under this Agreement will be performed in compliance with all applicable Laws.
- (c) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED PURPOSE, AND NON-INFRINGEMENT ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.

**11. Remedies:**

- (a) In the event of any breach of any warranty by Provider herein, Provider shall repair or replace the goods or re-perform the services with conforming goods or services at no cost to Client. This sub-paragraph sets forth Client's exclusive remedy with respect to any such breach.

- (b) In the event of any breach or threatened breach of the Confidentiality or Intellectual Property provisions of this Agreement, an aggrieved Party may be entitled to temporary and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish an aggrieved Party's right to claim and recover damages.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OF THIS AGREEMENT OF THE USE OF OR INABILITY TO USE THE GOODS OR SERVICES, EVEN IF PROVIDER OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF PROVIDER AND ANY OF ITS AFFILIATES UNDER ANY PROVISION OF THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT UNDER THE ORDER PURSUANT TO WHICH THE INJURY OR DAMAGE IS ALLEGED TO HAVE ARISEN DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE ALLEGED INJURY OR DAMAGE OCCURRED. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. **Indemnification:**

- (a) Each Party (the "Indemnitor") shall indemnify, defend and hold harmless the other Party, its officers, directors, employees, agents, subsidiaries and other affiliates (collectively the "Indemnitee") from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any claim asserted against the Indemnitee by a Third Party based on Indemnitor's breach of any representation, warranty, covenant, agreement or obligation under this Agreement (a "Claim"), provided, that in no event, shall Provider be liable for any Claim arising out of its

compliance with instructions, requirements or specifications provided by or required by Client (including the use of information, artwork, logos and trademarks provided by Client). Neither Party will be responsible for indemnifying another Party hereto where the basis of the indemnity claim arises out of such other Party's own gross negligence or willful misconduct. In order to avail itself of this indemnity provision, Indemnitee shall promptly provide notice to Indemnitor of any such Claim, tender the defense of the Claim to Indemnitor, and cooperate with Indemnitor in the defense of the Claim. Indemnitor shall not be liable for any cost, expense, or compromise incurred or made by Indemnitee in any legal action without the Indemnitor's prior written consent.

- (b) In the event of any Claim asserted pursuant to Section 12(a) above that relates to IP Rights of any Third Party, in addition to the indemnification provided pursuant to Section 12(a), the Indemnitor shall at its option either: (i) secure license rights from the Third Party; (ii) modify the Work to avoid infringement; or (iii) discontinue the Work which results in such Claim.

**13. Dispute Resolution and Choice of Law:**

- (a) Any controversy, claim or dispute relating to or arising out of this Agreement or the breach thereof shall be settled by arbitration in the State of Minnesota in accordance with the then current Commercial Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitrator or arbitrators shall have no jurisdiction to award exemplary or punitive damages or to expand the scope of this Agreement.
- (b) BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.
- (c) The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the internal Law of the state of Minnesota applicable to contracts executed in and performed entirely within such state, without reference to any choice of Law statutes or principals thereof.

**14. Notices:**

- (a) All notices, consents, waivers, and other communications ("Notices") which are required to be given or may be given pursuant to the terms of this Agreement shall be in writing signed by the Party or an officer of the Party giving notice or by counsel for such Party and shall be sufficient in all respects if delivered in person, or mailed by registered or certified mail,



condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

17. **Entire Agreement:**

This Agreement, together with the schedules and exhibits heretofore or contemporaneously delivered pursuant to this Agreement or executed and delivered at Closing, sets forth the entire agreement and understanding among the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of every and any nature among them. This Agreement shall be effective only when signed by all of the Parties on the signature pages (or counterpart signature pages hereto). No Party shall be bound by any condition, definition, warranty, or representations, other than as expressly set forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof set forth in writing and signed by the Party to be bound thereby. This Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the Parties to be bound thereby.

18. **Inconsistent Documents Ineffective:**

Except for Orders executed by the Parties as provided herein, no proposal, purchase order, order confirmation, acceptance, or any other document provided by either Party to the other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language accompanying or set forth as a prerequisite to any electronic interface or utility associated with any Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall be ineffective. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control, unless the Parties have expressly provided in such Order that a specific provision in this Agreement is amended, in which case this Agreement shall be so amended, but only with respect to such Order.

19. **Waiver:**

The waiver by any Party of any other Party's non-compliance with any obligation or responsibility herein shall be ineffective unless given in writing and shall not be deemed a waiver of other instances of non-compliance or of any Party's remedies for such non-compliance.

20. **Attorney Fees:**

If any litigation shall be commenced to enforce, or relating to, any provision of this Agreement, or any collateral documents, the prevailing Party shall be entitled to an award of reasonable attorney fees (including fees related to the services of in-house counsel) and reimbursement of such other costs as it incurs in prosecuting or defending such litigation. For purposes of this Section 20,

prevailing Party shall include a Party awarded injunctive relief, a Party succeeding in obtaining the issuance of an order enforcing an arbitrator's award or compelling arbitration as provided herein, and a Party prevailing upon appeal.

21. **Severability:**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision shall be enforced to the greatest extent permissible so as to affect the intent of the Parties hereto, and the legality, validity and enforceability of the remaining provisions shall in no manner be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Agreement to replace the illegal, invalid or unenforceable provision with legal, valid and enforceable language which as closely as possible reflects such intent.

22. **Construction and Interpretation:**

The Parties acknowledge that this Agreement was prepared by the Provider solely as a convenience and that all Parties and their counsel hereto have read and fully negotiated all the language used in this Agreement. No rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against any Party by reason of that Party's role in drafting this Agreement. No provision hereof shall be construed as a limitation or modification of any other provision hereof. Unless otherwise specified in the relevant provision, "including" means "including without limitation" and no exclusion of unlisted items shall be inferred from their absence.