

Master Promotional Partner Agreement

Between Totemian Brandboards Inc. (operator of Tribe26) and the Node

This Master Promotional Partner Agreement (this "**Agreement**") is entered into as of the latest signature date below (the "**Effective Date**") between:

TOTEMIAN BRANDBOARDS INC., a corporation existing under the laws of the Province of British Columbia, Canada (BC Registration No. BC1522220), having its registered office at 1771 Robson Street, Suite 1132, Vancouver, BC V6G 3B7, operating the Tribe26 platform ("**Tribe26**" or the "**Company**"); and

THE NODE, as identified in the signature block below (the "**Node**").

Tribe26 and the Node are each a "Party" and together the "Parties".

Recitals

- A.** Tribe26 operates a community engagement and closed-loop loyalty platform that connects consumers ("Members") with local businesses in British Columbia and elsewhere.
- B.** The Node operates one or more retail or service business locations and wishes to make promotional Offers and/or fund cashback rewards through the Tribe26 platform to acquire and retain Members as customers.
- C.** The Parties wish to establish a framework agreement governing the Node's ongoing participation in the Tribe26 network, with the specific economic terms of each promotional campaign to be set out in one or more Offer Schedules executed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions

In this Agreement, capitalized terms have the following meanings:

"Affiliate" means, with respect to a Party, any entity that controls, is controlled by, or is under common control with that Party, where "control" means ownership of more than 50% of the voting equity.

"Cashback Liability" means the aggregate monetary amount payable by the Node to Tribe26 in respect of validated Qualifying Purchases under an active Offer Schedule, calculated in accordance with that Offer Schedule.

"Commission" means, where expressly set out in an Offer Schedule, a percentage of the Qualifying Purchase Value payable by the Node to Tribe26 as a service fee for promoting and administering the relevant Offer. In the absence of an express Commission rate in an Offer Schedule, the Commission shall be zero.

"Confidential Information" has the meaning given in Section 14.

"Effective Date" means the latest signature date set out in the signature block below.

"Loyalty Program" means the closed-loop loyalty program operated by Tribe26, under which Members earn and redeem Rewards within the Tribe26 ecosystem.

"Member" means an individual who has an active account on the Tribe26 platform.

"Node Marks" means the trade names, trademarks, service marks, logos, and other brand assets of the Node that the Node makes available for use under this Agreement.

"Offer" means a promotional offer (which may include a discount, cashback opportunity, complimentary item, or other benefit) made available to Members through the Tribe26 platform pursuant to an Offer Schedule.

"Offer Schedule" means a written schedule executed under this Agreement that sets out the specific economic and operational terms of an Offer, substantially in the form of Appendix A to this Agreement.

"Qualifying Purchase" means a bona fide retail purchase by a Member at the Node's location that meets the eligibility criteria set out in the relevant Offer Schedule and is evidenced by a receipt or invoice validated by Tribe26 under its standard validation procedures.

"Qualifying Purchase Value" means the pre-tax monetary value of a Qualifying Purchase as evidenced by the validated invoice or receipt.

"Rewards" means all points, stamps, tokens (including "T-Coin"), badges, and similar in-platform recognition mechanisms issued and administered by Tribe26 under the Loyalty Program.

"Tribe26 Marks" means the trade names, trademarks, service marks, logos, and other brand assets of Tribe26 and Totemian.

"Tribe26 Platform" means the Tribe26 mobile applications, website at tribe26.app, and all related services and infrastructure.

2. Engagement and Scope

2.1 Framework Agreement

This Agreement establishes the framework governing the Node's ongoing participation in the Tribe26 network. The specific commercial terms of each promotional campaign — including without limitation Offer mechanics, discount or cashback rates, validity periods, redemption caps, and any Commission — shall be set out in one or more Offer Schedules executed by the Parties under this Agreement.

2.2 Default – No Commission

Unless an Offer Schedule expressly provides for a Commission, the Node shall owe no Commission to Tribe26 in respect of that Offer. The Parties acknowledge that, as at the Effective Date, Tribe26 does not charge a Commission, and that the introduction of any Commission for any future Offer requires that Commission be expressly stated in the applicable Offer Schedule.

2.3 Non-Exclusivity

This Agreement is non-exclusive. Each Party may enter into similar arrangements with other counterparties, and the Node may operate its own loyalty, advertising, or promotional programs outside of the Tribe26 platform.

2.4 No Minimum Commitment

Except as expressly set out in an executed Offer Schedule, neither Party is obligated to deliver any specific volume of Offers, promotion, traffic, sales, or other outcome.

2.5 Acceptance Methods

Acceptance of this Agreement by the Node may occur by either of the following methods, each of which constitutes valid and binding acceptance:

- (a) Direct execution of this Agreement by an authorized representative of the Node, together with execution of an initial Offer Schedule; or
- (b) Execution by an authorized representative of the Node of an Offer Schedule that prominently incorporates this Agreement by reference to the version published at totemian.com/legal/mppa as of the date of signature. In such case, the Node's signature on the Offer Schedule constitutes acceptance of both that Offer Schedule and this Agreement.

Tribe26 will maintain a stable published version of this Agreement at totemian.com/legal/mppa. Where the Node accepts under method (b), the version in effect on the date of the Node's signature is the version that binds the Parties, and subsequent updates to the published Agreement apply prospectively in accordance with Section 16.4 and Section 16.6.

3. Node Participation

3.1 Onboarding

The Node shall provide Tribe26 with the information reasonably required to enable its participation in the Tribe26 network, including without limitation business registration details, contact information for designated representatives, point-of-contact for invoicing and disputes, and operational hours.

3.2 Honor Commitment

The Node agrees that, while an Offer Schedule is in effect:

- (a) it will honor each published Offer at the location(s) and during the validity period specified in the Offer Schedule, in accordance with the operational terms set out therein;
- (b) it will not deny a Member the benefit of a published Offer where the Member has met the published conditions;
- (c) it will display, or instruct its staff to recognize, any redemption codes, QR codes, or similar identifiers used by Tribe26; and
- (d) it will not engage in practices that would defeat the purpose of an Offer, including without limitation raising prices in a manner that materially offsets the Offer benefit.

3.3 Modification or Withdrawal of an Offer

The Node may request modification or withdrawal of an Offer prior to its scheduled end date by providing Tribe26 with at least seven (7) days' written notice. The Node remains liable for any Cashback Liability and any Commission accrued in respect of Qualifying Purchases made before the effective date of withdrawal.

3.4 Compliance with Law

The Node shall ensure that each Offer, including its content and the underlying goods or services to which it applies, complies with all applicable laws, including without limitation the British Columbia Business Practices and Consumer Protection Act, the Competition Act (Canada), and any applicable industry rules concerning advertising, food and beverage service, alcohol, age-restricted products, and consumer pricing.

4. Offers Framework

4.1 Offer Submission

The Node may propose Offers from time to time by completing and submitting an Offer Schedule in the form set out in Appendix A. Each Offer Schedule shall set out at minimum: (a) the Offer description; (b) the eligibility and qualifying conditions; (c) the validity period; (d) any caps, exclusions, or restrictions; (e) the applicable cashback rate (if any) and method of calculation; (f) the applicable Commission (if any); and (g) any additional terms specific to the Offer.

4.2 Acceptance

An Offer Schedule becomes binding when signed (electronically or otherwise) by an authorized representative of each Party, or when otherwise expressly accepted in writing (including email confirmation that references the Offer Schedule) by an authorized representative of each Party.

4.3 Operational Adjustments by Email

Minor operational adjustments to an existing Offer Schedule (such as extension of the validity period by up to thirty (30) days, or correction of typographical errors) may be agreed by exchange of email between the Parties' designated representatives and shall be appended to the Offer Schedule. Material changes to economic terms (cashback rate,

Commission rate, eligibility criteria, or caps) require a new or amended Offer Schedule signed by both Parties.

4.4 Promotion Discretion

Tribe26 has sole discretion regarding the manner, channels, frequency, and visual presentation of Offer promotion on the Tribe26 platform, provided that such promotion is consistent with the Offer Schedule and with the Node's reasonable brand guidelines.

5. Cashback Program Framework

5.1 Closed-Loop Loyalty

The Parties acknowledge that the cashback mechanism is administered as part of Tribe26's closed-loop Loyalty Program. For the avoidance of doubt: Tribe26 is the operator of the Loyalty Program; Members earn Rewards from Tribe26 and not directly from the Node; and the Node's payment obligation under this Agreement runs to Tribe26, not to any Member. Tribe26's issuance of Rewards to Members is an independent activity of Tribe26 conducted on its own behalf as program operator, and not as agent or fiduciary of any Member.

5.2 Accrual of Cashback Liability

Where an Offer Schedule provides for cashback, the Node accrues a Cashback Liability to Tribe26 each time a Qualifying Purchase occurs under that Offer Schedule. The amount of the Cashback Liability for a given Qualifying Purchase equals the Qualifying Purchase Value multiplied by the cashback rate specified in the Offer Schedule, subject to any caps or other adjustments set out therein.

5.3 Validation

Tribe26 validates each invoice or receipt submitted by a Member under standard validation procedures, which may include automated checks (image quality, business name, total amount, date, GST/HST line) and manual review where necessary. Tribe26 may reject any submission that is illegible, duplicated, altered, suspicious, or non-compliant with the Offer Schedule. Tribe26 acts reasonably in applying its validation procedures.

5.4 Member-Side Rewards

In consideration of the Node's funding of the cashback, Tribe26 issues Rewards to the relevant Member in accordance with the Tribe26 Terms of Service. The form, denomination, and economic terms of Rewards issued to Members are determined by Tribe26 in its sole discretion and are not the responsibility of the Node.

5.5 Refunds and Reversals at the Node

Where a Qualifying Purchase is subsequently refunded, returned, or cancelled by the Node, the Node shall promptly notify Tribe26 in writing. Tribe26 may, in its sole discretion, reverse or void the corresponding Cashback Liability and the Rewards issued to the Member. The Node's notification obligation under this Section 5.5 is a material obligation.

6. Commission Framework

6.1 Default Zero

As stated in Section 2.2, the default Commission rate under this Agreement is zero (0%). Tribe26 shall not charge any Commission unless that Commission is expressly stated in an executed Offer Schedule and accepted by the Node.

6.2 Future Commission

If the Parties wish to introduce a Commission for any specific Offer, the Commission rate, the base on which it is calculated (e.g., Qualifying Purchase Value), and any caps or floors, shall be set out in the applicable Offer Schedule.

6.3 Calculation and Invoicing

Where a Commission applies, it shall be calculated and invoiced together with the Cashback Liability in the monthly statement under Section 7, as a separate line item.

7. Invoicing, Payment, and Audit

7.1 Monthly Statement and Invoice

Within ten (10) business days following the end of each calendar month, Tribe26 will deliver to the Node a statement setting out: (a) the validated Qualifying Purchases for that month with sufficient identifying detail (date, validated amount, Offer reference, Member identifier in tokenized form); (b) the calculated Cashback Liability; (c) any applicable Commission; and (d) any adjustments from prior periods (refunds, reversals, corrections). Tribe26 will issue a corresponding invoice (the "Monthly Invoice") together with the statement.

7.2 Payment Terms

The Node shall pay each Monthly Invoice within thirty (30) days after the invoice date (Net 30), without set-off or deduction except as expressly permitted under this Agreement, by electronic funds transfer to the bank account designated by Tribe26 on the invoice.

7.3 Dispute Window

The Node may, by written notice to Tribe26 within fifteen (15) days after receipt of a Monthly Invoice, dispute specific line items by identifying them with sufficient detail. Undisputed amounts must still be paid by the Net 30 due date. The Parties shall negotiate disputed line items in good faith for up to fifteen (15) additional days; any amount ultimately confirmed shall be paid within ten (10) days of resolution.

7.4 Late Payment

Amounts not paid by their due date shall bear interest at the lesser of (a) 1.5% per month (19.56% per annum) and (b) the maximum rate permitted by applicable law, accruing daily from the due date until paid in full. The Node shall reimburse Tribe26 for reasonable collection costs (including legal fees) incurred in collecting overdue amounts.

7.5 Taxes

All amounts payable under this Agreement are stated exclusive of applicable GST, HST, and other sales or value-added taxes, which shall be added by Tribe26 to invoices where required and remitted to the relevant tax authority. Each Party is responsible for its own income, franchise, and similar taxes.

7.6 Audit Right

Each Party may, on reasonable advance written notice (not less than fifteen (15) business days), and not more than once per calendar year, examine the other Party's records reasonably relevant to amounts payable under this Agreement, during normal business hours and at the auditing Party's expense. If the audit reveals an underpayment by the audited Party of more than five percent (5%) for the audited period, the audited Party shall bear the reasonable costs of the audit and shall pay the shortfall (plus interest under Section 7.4) within thirty (30) days.

7.7 Currency

All amounts are denominated and payable in Canadian Dollars (CAD), unless otherwise expressly stated in an Offer Schedule.

8. Intellectual Property and Brand Use

8.1 Node License to Tribe26

Subject to the Node's reasonable written brand guidelines (provided to Tribe26 in advance), the Node grants to Tribe26 a non-exclusive, royalty-free, worldwide license, during the term of this Agreement and for thirty (30) days thereafter for archival and historical campaign reporting, to use the Node Marks solely for the purpose of:

- (a) promoting active Offers on the Tribe26 platform and in Tribe26's related communications (including in-app, web, email, push notification, social media, and physical signage);
- (b) identifying the Node as a participating Node in the Tribe26 network; and
- (c) illustrating the Node's participation in case studies, testimonials, and promotional materials about Tribe26.

8.2 Tribe26 License to Node

Tribe26 grants to the Node a non-exclusive, royalty-free, worldwide license, during the term of this Agreement, to use the Tribe26 Marks solely to identify the Node as a participating venue (e.g., "Find us on Tribe26" decals, social media posts) in accordance with Tribe26's reasonable brand guidelines made available to the Node from time to time.

8.3 Reservation of Rights

Except for the limited licenses set out in this Section 8, each Party retains all right, title, and interest in and to its respective Marks. Neither Party shall acquire any goodwill, registration, or other proprietary interest in the other Party's Marks. All goodwill arising from a Party's use of the other Party's Marks inures to the benefit of the owner.

8.4 Quality Control

Each Party shall use the other Party's Marks in a manner consistent with the standards of quality and presentation reasonably established by the owner.

9. Data and Privacy

9.1 Tribe26 as Data Controller

Tribe26 is the data controller (or, under Canadian law, the organization responsible for) the personal information of Members collected through the Tribe26 platform. Tribe26's handling of Member personal information is governed by the Tribe26 Privacy Policy.

9.2 Information Shared with Node

Tribe26 will share with the Node only the information reasonably necessary to enable the Node to honor Offers, validate redemptions, and reconcile Cashback Liabilities, in tokenized or pseudonymized form where practicable.

9.3 Node Obligations

The Node shall handle any personal information received from Tribe26 in compliance with all applicable privacy laws, including the BC Personal Information Protection Act (BC PIPA) and the federal Personal Information Protection and Electronic Documents Act (PIPEDA), and shall use such information solely for the purposes contemplated by this Agreement.

9.4 Aggregated and De-Identified Data

Tribe26 may use aggregated and de-identified data derived from activity under this Agreement for any lawful purpose, including improving the Services and producing market reports, provided that no Member or the Node can be reasonably identified from such aggregated data without their consent.

10. Representations and Warranties

10.1 Mutual Representations

Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction; (b) it has full corporate power and authority to enter into and perform this Agreement; (c) this Agreement has been duly authorized and executed and constitutes a valid and binding obligation enforceable against it; and (d) its performance of this Agreement will not violate any applicable law or any other agreement to which it is a party.

10.2 Node Representations

The Node further represents, warrants, and covenants that: (a) it owns or has all necessary rights to use the Node Marks and to grant the license in Section 8.1; (b) it holds all licenses, permits, and approvals required to operate its business and to offer the goods or services to which any Offer relates; (c) all information provided to Tribe26 in connection with this Agreement and any Offer Schedule is accurate and complete; and (d) it will honor each Offer in accordance with Section 3.2 throughout the validity period.

10.3 No Other Warranties

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TRIBE26 MAKES NO WARRANTY THAT ANY SPECIFIC LEVEL OF MEMBER ENGAGEMENT, REDEMPTION, OR REVENUE WILL RESULT FROM ANY OFFER.

11. Limitation of Liability

11.1 Exclusion of Indirect Damages

EXCEPT WITH RESPECT TO (A) BREACHES OF CONFIDENTIALITY UNDER SECTION 14; (B) BREACHES OF INTELLECTUAL PROPERTY RIGHTS; (C) THE NODE'S PAYMENT OBLIGATIONS UNDER SECTION 7; AND (D) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Aggregate Cap

EXCEPT WITH RESPECT TO THE EXCLUSIONS IN SECTION 11.1, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY THE NODE TO TRIBE26 UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (B) FIVE THOUSAND CANADIAN DOLLARS (CAD \$5,000).

12. Indemnification

12.1 Node Indemnity

The Node shall defend, indemnify, and hold harmless Tribe26, its Affiliates, and their respective directors, officers, employees, and agents from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) the Node's breach of this Agreement or of any Offer Schedule; (b) the Node's breach of any applicable law, including consumer protection, competition, or advertising law; (c) the Node's products, services, or operations at its locations; (d) any claim that the Node Marks infringe a third party's intellectual property rights; or (e) the Node's fraudulent, negligent, or wilful misconduct.

12.2 Tribe26 Indemnity

Tribe26 shall defend, indemnify, and hold harmless the Node and its directors, officers, employees, and agents from and against any third-party claims arising out of or in connection with: (a) Tribe26's breach of this Agreement; (b) any claim that the Tribe26

Marks or the Tribe26 platform infringe a third party's intellectual property rights; or (c) Tribe26's fraudulent, negligent, or wilful misconduct.

12.3 Procedure

The indemnified Party shall (a) promptly notify the indemnifying Party of any claim for which it seeks indemnification (failure to do so shall not relieve the indemnifying Party except to the extent it is materially prejudiced); (b) reasonably cooperate in the defense at the indemnifying Party's cost; and (c) allow the indemnifying Party to control the defense and settlement, provided that no settlement that imposes any non-monetary obligation or admission on the indemnified Party shall be entered without the indemnified Party's consent.

13. Term and Termination

13.1 Term

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section 13 (the "Term").

13.2 Termination for Convenience

Either Party may terminate this Agreement at any time, for any or no reason, by providing the other Party with at least thirty (30) days' prior written notice. Active Offer Schedules continue through their existing validity periods unless terminated separately, and the Parties' payment, audit, indemnification, and confidentiality obligations survive in respect of activity prior to termination.

13.3 Termination for Cause

Either Party may terminate this Agreement and any or all Offer Schedules immediately on written notice if the other Party: (a) commits a material breach of this Agreement or any Offer Schedule and fails to cure such breach within fifteen (15) days after written notice (or, in the case of a non-payment breach, within five (5) business days after written notice); (b) becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed over a material portion of its assets, or commences or has commenced against it any bankruptcy or insolvency proceedings; or (c) ceases to carry on its business in the ordinary course.

13.4 Effect of Termination

On termination of this Agreement: (a) all active Offer Schedules terminate on the same date unless otherwise agreed in writing; (b) the licenses in Section 8 terminate, except as expressly stated to survive; (c) the Node remains liable for any Cashback Liability and Commission accrued up to the termination date; (d) Tribe26 issues a final reconciling Monthly Invoice within fifteen (15) days after termination; and (e) provisions which by their nature should survive termination (including Sections 1, 7 (in respect of pre-termination amounts), 8.3, 9, 10.3, 11, 12, 13.4, 14, 15, and 16) survive.

14. Confidentiality

14.1 Definition

"Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement, whether marked as confidential or which a reasonable person would understand to be confidential, including without limitation business plans, financial information, customer data, technical information, Offer Schedule terms, and reporting data.

14.2 Obligations

The Receiving Party shall (a) use Confidential Information solely for the purposes of this Agreement; (b) protect it with the same degree of care as it uses for its own confidential information of similar sensitivity (and in any event with at least reasonable care); and (c) not disclose it to any third party except to its employees, contractors, and advisors who have a need to know and who are bound by confidentiality obligations no less protective than those of this Section 14.

14.3 Exceptions

Confidentiality obligations do not apply to information that the Receiving Party can demonstrate: (a) is or becomes publicly available without breach of this Agreement; (b) was lawfully in its possession before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed without reference to the Disclosing Party's Confidential Information.

14.4 Compelled Disclosure

If the Receiving Party is required by law, court order, or regulatory authority to disclose Confidential Information, it shall, to the extent legally permitted, give the Disclosing Party prompt prior written notice and reasonable cooperation in seeking a protective order or other appropriate remedy.

14.5 Survival

Confidentiality obligations under this Section 14 survive for a period of three (3) years following termination of this Agreement, except that trade secrets are protected for as long as they remain trade secrets.

15. Governing Law and Dispute Resolution

15.1 Governing Law

This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict-of-laws principles.

15.2 Negotiation

The Parties shall first attempt to resolve any dispute, controversy, or claim arising out of or in connection with this Agreement (a "Dispute") by good-faith negotiation between senior representatives of each Party, on written notice from one Party to the other.

15.3 Arbitration

If a Dispute is not resolved by negotiation within thirty (30) days after written notice, the Dispute shall be finally resolved by binding arbitration administered by the Vancouver International Arbitration Centre (VANIAC, formerly BCICAC) under its Domestic Commercial Arbitration Rules then in effect. The arbitration shall be conducted in Vancouver, British Columbia, in the English language, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

15.4 Injunctive Relief

Notwithstanding Section 15.3, either Party may seek injunctive or other equitable relief from the courts of British Columbia to protect its intellectual property rights, Confidential Information, or to enforce payment obligations.

16. General Provisions

16.1 Independent Contractors

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, agency, or fiduciary relationship between them.

16.2 Entire Agreement

This Agreement, together with all executed Offer Schedules, constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior or contemporaneous understandings.

16.3 Order of Precedence

In the event of any conflict between this Agreement and an Offer Schedule, the Offer Schedule prevails for matters expressly addressed therein; in all other respects, this Agreement prevails.

16.4 Amendments

Except as provided in Section 4.3, this Agreement may be amended only by a written instrument signed by authorized representatives of both Parties.

16.5 Assignment

Neither Party may assign this Agreement without the other's prior written consent (not to be unreasonably withheld), except that either Party may assign it to an Affiliate or in connection with a merger, acquisition, financing, reorganization, or sale of substantially all of its assets, on written notice to the other Party.

16.6 Notices

All formal notices under this Agreement shall be in writing and delivered by email (with acknowledgment of receipt) or by recognized courier to the contact details set out in the signature block, or to such other address as a Party notifies in writing. Tribe26 notices: legal@tribe26.app.

16.7 Force Majeure

Neither Party is liable for any delay or failure in performance (except payment obligations) caused by events beyond its reasonable control, including acts of God, war, civil unrest, governmental action, pandemic, internet or telecommunications failure, or other force majeure.

16.8 Severability

If any provision of this Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary or, if not possible, severed; the remaining provisions shall continue in full force.

16.9 No Waiver

A Party's failure or delay in exercising a right under this Agreement is not a waiver. Waivers are effective only if in writing and signed by the waiving Party.

16.10 Counterparts; Electronic Signature

This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and which together constitute one instrument.

16.11 Language

This Agreement is drafted in English. Any translation is for convenience only; the English version prevails in case of conflict.

Signed and accepted by the Parties as of the latest date below:

**TOTEMIAN BRANDBOARDS INC.(Tribe26
platform operator)**

[NODE LEGAL NAME]

Signature

Name: [Name]

Title: [Title]

Date: _____

Signature

Name: [Name]

Title: [Title]

Date: _____

Node Contact Details (for notices and invoicing)

Legal Name	
Business Number / BC Registration No.	
Registered Address	
Trading / Doing-Business-As (DBA)	
Primary Contact (Name)	
Primary Contact (Title)	
Primary Contact (Email)	
Primary Contact (Phone)	
Billing Email	
Operational Location(s)	

Appendix A – Offer Schedule Template

Each new Offer is submitted by completing this Schedule and executing it under the MPPA.

This Offer Schedule No. _____ (this "**Offer Schedule**") is entered into under and is governed by the Master Promotional Partner Agreement dated _____ between Totemian Brandboards Inc. ("**Tribe26**") and the Node identified below. Capitalized terms used and not otherwise defined have the meanings given in the MPPA.

A. Offer Identification

Offer Title	
Offer Description (1-2 sentences)	
Node Location(s) Covered	
Validity Period (Start-End)	
Daily/Weekly Hours Restriction (if any)	

B. Offer Mechanics

Select all that apply:

☐	Discount (state %): _____
☐	Cashback rate funded by Node (state %): _____
☐	Free/complimentary item or service (describe): _____
☐	Bundle / multi-product offer (describe): _____
☐	Other (describe): _____

C. Eligibility and Qualifying Conditions

Minimum purchase amount (if any)	
Eligible products/categories (or "all")	
Excluded products/categories	

Once per Member / unlimited / other	
Stackable with other offers? (Y/N)	
Cashback validity (default: 30 days from purchase)	

D. Caps and Limits

Maximum redemptions per Member	
Maximum total redemptions per day	
Maximum total Cashback Liability for the campaign	
Maximum cashback per single Qualifying Purchase	

E. Commission

Commission rate (default: 0%)	
Commission base (e.g., Qualifying Purchase Value)	

F. Additional Terms Specific to This Offer

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Except as expressly modified by this Offer Schedule, all terms of the MPPA apply.

TOTEMIAN BRANDBOARDS INC.

[NODE LEGAL NAME]

Signature

Signature

Name: [Name]

Name: [Name]

Title: [Title]

Title: [Title]

Date: _____

Date: _____