

PRIVO PRIVACY ASSURED
COPPA CONSULTING AND CERTIFICATION PROGRAM
MEMBERSHIP AGREEMENT

This PRIVO COPPA Consulting, Certification and Safe Harbor Program Membership Agreement (this "Agreement") is made and entered into effective as of September 17, 2020 (the "Effective Date") by and between Privacy Vaults Online, Inc. dba PRIVO (hereinafter referred to as "PRIVO"), a Delaware corporation, with its office at 17949 Main St., #1025 Dumfries, VA 22026-1025 and 488 Performance Group, Inc. dba Madison Performance Group ("Customer"), a New York C-corporation with offices at 18 East 41st Street, NY 10017.

WHEREAS, PRIVO has created the PRIVO COPPA Consulting and Certification Program, an FTC approved Safe Harbor Program (the "Program") to assist companies in implementing appropriate fair information practices for the Collection, use, and Disclosure of Personal Information (as defined herein) acquired over the Internet;

WHEREAS, Customer wishes to secure the benefits of participation in the Program for its Online Service(s) identified in Exhibit B hereto and to comply with the terms and conditions set forth in this Agreement, including, but not limited to, compliance with the Program's requirements attached hereto as Exhibit A, as they may be amended from time to time (the "Program Requirements");

WHEREAS, PRIVO is the owner of PRIVO compliance services Program Certification Marks currently in use in commerce under the PRIVO brand and (together with any new and revised Certification Marks hereafter adopted by PRIVO being referred to collectively as the "Mark"), and owns the exclusive right to use and license the use thereof; and

NOW, THEREFORE, PRIVO and Customer (each a "Party" and collectively the "Parties") agree as follows:

1.0 -- DEFINITIONS

For the purposes of this Agreement, the following capitalized terms shall have the meanings set forth in this Section, unless the context clearly indicates that another meaning is intended. All other capitalized terms shall have the meaning set forth in §312.2 of the Children's Online Privacy Protection Rule and are incorporated herein by reference.

1.1 "Certification" means the end result of PRIVO's review from time to time as set forth herein of a proposed Member Online Service's data Collection practices and determination that the proposed Member Online Service complies with the Program Requirements and is eligible to participate or continue participation in the Program as a Member Online Service.

1.2 "Child" or "Children" means User(s) who are 12 years of age or younger.

1.3 “Collect” or “Collection” means gathering Personal Information from a Child in any way, including (a) requesting, prompting or encouraging Personal Information to be submitted online; (b) allowing a Child to make Personal Information publicly available in an identifiable form if the Operator does not take reasonable steps to delete all or virtually all Personal Information from a posting and its records before posting; (c) passive online tracking.

1.4 “Effective Date” has the meaning set forth in the preamble.

1.5 “Internet” means the interconnected world-wide network of networks.

1.6 “Link” means a hypertext link or an icon on a page of an Online Service, that a User can select and activate from a computer by mechanical means such as a mouse, other pointing device, or key, and whose activation automatically causes the Online Service system to give the User access to another page on the Online Service or to another Online Service, without additional steps or additional input from the User.

1.7 “Mark” has the meaning set forth in the preamble.

1.8 “Member” means an entity which seeks or has received Certification under this Agreement for one or more Online Service(s) from PRIVO for inclusion in the Program pursuant to Section 2.0 hereof.

1.9 “Online Service” means a service that is available over the Internet or that connects to the Internet or a wide-area network, including a webpage or website, virtual world, social networking service, desktop software application, mobile or other application, Internet-enabled gaming platform, voice-over-IP service, Internet-enabled location based service, plug in, ad network, analytics service, platform, widget or other service that allows for playing network-connected games, engaging in social media activities, purchasing goods and services online, receiving behaviorally targeted advertising, or interacting with other content.

1.10 “Personal Information” means information that is Collected online and identifies an individual User or device, including (a) first and last name; (b) home or other physical address including name of street and city or town or any postal code that on its own provides a similar level of information; (c) Online Contact Information; (d) other screen or User name if it functions like Online Contact Information; (e) telephone number; (f) Social Security Number; (g) Persistent Identifier; (h) photograph, audio or video file that contains the image or voice of a Child; (i) geolocation information sufficient to identify name of street and city or town; (j) any other information Collected online from the Child about the Child or Parent that is combined with Personal Information listed in this definition.

1.11 “Privacy Policy” means a privacy policy or statement that informs Users about the Member Online Service(s) online information practices, including its information practices with respect to Children, as appropriate, that is to be implemented and published by the Customer as provided for in the Program Requirements.

1.12 “PRIVO” has the meaning set forth in the preamble.

1.13 “Program” has the meaning set forth in the preamble.

1.14 “Program Requirements” has the meaning set forth in the preamble.

1.15 “User” means a Child, the Parent of a Child, or the legal guardian of a Child who accesses an Online Service.

2.0 -- MEMBERSHIP

2.1 Certification

As set forth in the Statement of Work entered into by the parties hereto as Exhibit B, PRIVO will conduct a review of the Customer’s Online Service(s) and issue a report (the “Findings Report”) detailing any areas of noncompliance with the Program Requirements. Pursuant to Section 8.0 (c), Customer shall have the opportunity to correct the identified areas of noncompliance with the Program Requirements. If, following the opportunity to correct identified areas of noncompliance, PRIVO determines that one or more of the Customer’s Online Services complies with the Program Requirements and is eligible to participate as a Member Online Service, PRIVO shall notify Customer of its Certification of that Online Service(s) and provide instructions with regard to the proper display of the appropriate PRIVO Mark and Privacy Policy requirements as set out in Section 2.4 hereof. Upon Certification, the Online Service(s) is/are authorized to display the appropriate Mark as set out in Section 2.5 hereof. If, following the opportunity to correct identified areas of noncompliance, PRIVO determines that one or more of the proposed Member Online Service(s) does not comply with the Program Requirements or is not eligible to participate as a Member Online Service(s), PRIVO shall terminate this Agreement as to such Online Service(s). Where Customer seeks Certification of more than one Online Service, PRIVO may issue a notification as to each Online Service individually or as a group. Certification of one Online Service does not guarantee Certification of any other Online Service(s).

2.2 Program Requirements

As a condition to each Member Online Service’s participation or continued participation in the Program, the Member Online Service shall comply at all times with the applicable Program Requirements set forth in Exhibit A. Customer acknowledges that it has read and understands the Program Requirements.

2.3 Program Representative

On the Effective Date, the Customer shall appoint an individual (the “Program Representative”) to serve as Customer’s liaison with PRIVO for matters pertaining to the implementation of, and continued compliance with the Program. The initial Representative shall be the individual whose name and contact information are listed in Exhibit D hereto. The Customer may change the Representative or such contact information by written notice to PRIVO.

2.4 Privacy Policy

(a) Upon Certification, the Customer will not make any changes to the terms of the Privacy Policy applicable to its Online Service(s) unless it first notifies PRIVO in writing of such change. Customer shall not use its Privacy Policy with any Online Service that has not received Certification by PRIVO. Any change to the Privacy Policy shall comply with the Program Requirements.

- (b)** Upon Certification, each Member Online Service shall prominently display a Link to the Privacy Policy on the first or landing page or via an appropriate pop-up or interstitial of its Online Service(s), at any other location within Member Online Service(s) that enables or allows a Child to provide Personal Information, or such other location(s) as is/are reasonably acceptable to PRIVO and compliant with COPPA. In addition, the Customer shall post a Link to a copy in any application store that offers the Customer's Online Service(s) to the public.
- (c)** The Privacy Policy shall also provide a Link directly to a designated location on the PRIVO server in the manner set forth in Section 2.5 (a), below. Any expenses associated with the placement of such Link within the Member Online Service shall be the sole responsibility of the Customer.
- (d)** The Customer shall not link the Privacy Policy that contains the Program Mark to Online Service(s) not listed on Exhibit B.

2.5 Use of the Mark

- (a)** The Member Online Service shall display the applicable Mark on its Privacy Policy in a location, format, size and manner reasonably prescribed by PRIVO. Unless otherwise specified by PRIVO, such Mark shall be part of a graphical user interface, provided by PRIVO, and shall activate a Link that shall directly access a PRIVO server for authentication purposes.
- (b)** The Member Online Service(s) shall not alter or permit to be altered the applicable version of the Mark to be displayed as provided in Section 2.5 (a) in any manner whatsoever without the express prior written permission of PRIVO.
- (c)** If the Member Online Service(s) engages a third party to provide hosting or similar services Customer is responsible for ensuring that the use and display of the Mark by such third party on behalf of the Member Online Service(s) in connection with such hosting services complies with the requirements of this Agreement.
- (d)** If PRIVO determines, in its sole discretion, to change or modify the Mark or to adopt a new mark (each a "Revised Mark"), subject to 2.5(a), Customer agrees to replace the existing Mark within its Member Online Service(s) with such Revised Mark within thirty (30) calendar days of receiving notice from PRIVO or as otherwise agreed by PRIVO in writing.

2.6 Compliance/Enforcement

- (a)** With PRIVO's supervision the Member Online Service(s) shall create and implement, as set forth in the Program Requirements, effective and affordable mechanisms that ensure compliance with its Privacy Policy and provide appropriate means of recourse for Users. Such mechanisms must include verification mechanisms that the assertions the Customer makes about its privacy policies and practices are true and that such privacy practices have been implemented as represented.

- (b) Customer shall appoint at least one individual to whom a User can bring inquiries regarding the Member Online Service(s) privacy practices ("Compliance Coordinator"). The initial Compliance Coordinator shall be the individual whose name and contact information are listed in Exhibit D hereto. The Customer may change the Compliance Coordinator or such contact information by written notice to PRIVO. The Compliance Coordinator shall be given the authority by the Customer to investigate all inquiries or complaints and complete the investigation in a timely manner. The Compliance Coordinator shall submit a written response to the aggrieved User within fifteen (15) business days that details the results of the investigation. Such written response may be via electronic mail. Customer shall provide, upon PRIVO's request, a copy of such response to PRIVO within five (5) business days of such request. If the Customer requires more than fifteen (15) business days to complete an investigation, the Compliance Coordinator shall provide the aggrieved User in writing with an estimate of the time needed to complete the investigation, and will send PRIVO a copy of such communications.
- (c) Customer shall cooperate with PRIVO's efforts to resolve complaints, questions, or concerns on behalf of a User. In the event a User is not satisfied with the means of recourse provided by Customer and/or the resolution of a complaint as described herein and in the Program Requirements, Customer shall refer such User to PRIVO and provide such User with PRIVO's contact information (e.g., contact person, telephone number, electronic mail address, and regular mail address).
- (d) Customer shall submit to compliance monitoring and shall cooperate in all respects with PRIVO's monitoring of its Member Online Service(s) compliance with the terms and conditions set forth in this Agreement (including the Program Requirements) and with the Privacy Policy. PRIVO may itself, or through an independent third party designated by PRIVO, conduct compliance reviews from time to time of Member Online Service(s) information practices, implementation of its Privacy Policy, and operation of the Member Online Service(s), which reviews may be initiated in response to User complaints or for any other reason. Such reviews may include initial and periodic reviews of the Customer's, tracking of data in its Member Online Service(s) database(s) via its Online Service, and on-site and off-site compliance reviews.

- (e) Subject to Section 2.6 (f) below, all costs and expenses incurred by PRIVO in connection with compliance reviews shall be borne by PRIVO. The Customer shall provide to PRIVO, as well as its designees that are assisting PRIVO with any compliance reviews, full access to the Member Online Service(s) during business hours, without charge, for purposes of verifying Member Online Service(s) compliance with the terms and conditions of this Agreement (including the Program Requirements) and with the Privacy Policy. If necessary, the Customer will give PRIVO and such designee special passwords, access codes, and other access devices, as well as reasonable assistance for this purpose. Customer also agrees to permit on-site or telephone interviews of employees by PRIVO or its designees about Member Online Service(s) online information practices. PRIVO shall reasonably cooperate with Customer to accommodate Customer's schedule and shall endeavor to perform its reviews in such a manner as to not unreasonably interfere with Customer's operations. PRIVO shall use reasonable efforts to protect all such passwords, codes, and access devices from unauthorized use and to prevent their use for unauthorized purposes and shall contractually require its designees or agents to do the same.
- (f) An on-site compliance review shall only be conducted by prior written agreement of both Parties when telephone or off-site means are not sufficient. If PRIVO conducts such an on-site compliance review in response to a User complaint, and as a result of such review, the Member Online Service is determined by PRIVO to have failed to comply with the terms and conditions of this Agreement (including the Program Requirements) and with the Privacy Policy, Customer agrees to reimburse PRIVO, within thirty (30) calendar days of receipt of an invoice therefore, for the reasonable cost of any such review and promptly cure, to PRIVO's reasonable satisfaction the condition that gave rise to such non-compliance. Reasonable costs are limited to basic travel expenses and one day fee capped at \$500. PRIVO shall provide at least ten (10) business days' prior written notice to Customer prior to initiation of an on-site review and shall use reasonable efforts to perform its review during Customer's normal business hours. PRIVO shall use its reasonable effort to accommodate Customer's schedule and shall perform its review in such a manner as to not unreasonably interfere with Customer's operations. If PRIVO personnel or its designees conduct an on-site review, PRIVO personnel and/or its designees must abide by and/or observe all Customer policy and /or procedures during the on-site review.
- (g) Customer shall respond within ten (10) business days to any PRIVO inquiries regarding the Member Online Service(s) online information practices, compliance with the Program Requirements and the Member Online Service(s) Privacy Policy. Any information provided by Customer to PRIVO in response to such inquiries shall be treated as Confidential Information of Customer, except to the extent required by law, court order, or as requested by other government or law enforcement authority.

3.0 -- GRANT OF RIGHTS

- (a)** Subject to the terms and conditions set forth in this Agreement, PRIVO hereby grants to the Member Online Service(s), upon Certification and for the remainder of the term of this Agreement, the non-exclusive, non-transferable right and license to display the Mark in the form provided by PRIVO solely within the Member Online Service(s) in accordance with requirements set forth in this Agreement. Notwithstanding the foregoing, the license herein granted shall not be sublicensed or otherwise transferred by Customer, in whole or in part, to any third person or Online Service, even if commonly-owned, that is not listed on Exhibit B; or added to Exhibit B in the manner described in Exhibit B, provided that nothing herein limits the right of the Member Online Service(s) to utilize a third party to provide hosting or similar services for the Online Service. In the event Customer seeks to use the Mark in any manner or for any purpose not expressly permitted by this Agreement, Customer must receive, for each intended use, the prior written consent of PRIVO.
- (b)** Customer hereby acknowledges and agrees that PRIVO owns exclusively all right, title, and interest in and to the Mark, including all trademark, copyright, and other intellectual property rights relating thereto. Customer agrees not to claim any title to the Mark or any right to use the Mark except as expressly permitted by this Agreement. Customer agrees that: (i) any and all goodwill arising from its use of the Mark shall inure to the sole benefit of PRIVO; (ii) Customer shall not attempt to use or register any trademarks, trade names, or other designations in any jurisdiction that are confusingly similar to the Mark; (iii) Customer shall not take, permit or assist in any actions that would interfere with, detract from, or diminish in any way the goodwill or reputation associated with Mark; and (iv) Customer shall not use or display the Mark in connection with any service or product that may be misleading or unlawful under applicable local, state or federal laws. Customer shall not acquire any rights to the Mark, other than those set forth in this Agreement.
- (c)** Customer shall at no time adopt or use, without PRIVO's prior written consent, any variation of the Mark, including translations. If the Customer does not receive prior written approval from PRIVO for any such variation of the Mark, the Customer hereby agrees that PRIVO shall own any such new mark and, at Customer's cost and expense, PRIVO may file and obtain in PRIVO's name all United States and international trademark and/or copyright registrations relating to such new mark. Customer agrees to give PRIVO reasonable assistance, including the execution and delivery of all documents required by PRIVO, in connection with the filing of such applications for trademark and/or copyright registration.
- (d)** Customer recognizes the value of the goodwill associated with the Mark and agrees never to attack the rights of PRIVO in the Mark or challenge the validity or enforceability of the Mark or oppose or seek to cancel any registration thereof by PRIVO, or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.
- (e)** Customer shall, during the term of this Agreement and after termination hereof, execute such documents as PRIVO may request from time to time to ensure that all right, title, and interest in and to the Mark vest and remain with PRIVO.

- (f) Customer agrees that the license granted herein or its Member Online Service(s) participation in the Program does not constitute an endorsement of the Customer or of its products or services. Customer agrees that, if it is merged, acquired by, or consolidated with another company, it must inform PRIVO of such transaction and that, if such a transaction materially alters the privacy practices of the Services covered, including but not limited to a change to the privacy policy and the designated Compliance Coordinator, PRIVO will determine in its sole discretion whether Customer Member Online Service(s) must be re-certified for use of the Mark. PRIVO reserves the right to require removal of the Mark during this re-Certification period.
- (g) Neither Party may assign or delegate its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party except as provided herein; and provided, however, that either Party may assign or transfer this Agreement, whether by operation of law or otherwise, without the other Party's consent pursuant to a merger or other corporate reorganization or the sale or transfer of substantially all of the assets to which this Agreement relates, provided that the assignee/transferee agrees to assume all rights and responsibilities hereunder as if it were an original Party to this Agreement. Any attempted assignment in violation of this Section will be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the Parties' successors and permitted assigns.

4.0 -- MEMBERSHIP DURATION

- (a) Unless earlier terminated pursuant to Section 8.0 hereof, the term of this Agreement shall begin on the Effective Date and end on the last day of the 24th calendar month following the Effective Date or the last day of the 24th calendar month of any renewal period as set out in the next paragraph (the "Termination Date").
- (b) This Agreement shall renew for an additional term of two years on the Termination Date of this Agreement upon the giving of notice by Customer to PRIVO at least 30 days prior to the expiration of the then-current term. Such notice shall be given in writing and include a duly executed renewal Evaluation Form provided by PRIVO for each Member Online Service for which Customer seeks renewal, unless Customer provides to PRIVO a written declaration that the details provided in Customer's most recently submitted Evaluation form have not changed. The fees payable under Section 7.0 hereto during the renewal year shall be those listed in Exhibit C.

5.0 -- INVESTIGATIONS

- (a) Customer represents that, to the best of its knowledge, as of the Effective Date, neither it nor any of its Online Services is the subject of any investigation by any entity (including, but not limited to, the United States Department of Commerce, the United States Federal Trade Commission, or any other domestic or foreign agency) nor is it a defendant in any action or proceeding of any type about its Collection practices and/or its use/disclosure of Personal Information. In the event that Customer Company or any of its Online Services is currently the subject of an investigation or action as described herein, Customer represents and warrants to PRIVO that it has provided PRIVO with all pertinent information relating to such investigation or action, including, but not limited to, the name of the entity conducting such investigation and/or the name of the entity that initiated such action, the details regarding the subject matter of the action or investigation, and its status.
- (b) Subsequent to the Effective Date, if Customer or any of its Online Services is named as a defendant in an action related to its Collection practices or use of Personal Information and/or becomes the subject of any investigation related to its Collection practices or use of Personal Information, Customer shall provide notice to PRIVO within five (5) business days of learning of such action or investigation, and shall provide PRIVO with such notice and any pertinent information in Customer's possession related to such action or investigation (including, but not limited to, the name of the entity initiating such action or investigation, the jurisdiction in which such action or investigation has commenced, and all other available details regarding the subject matter of the action or investigation).

6.0 -- RIGHTS TO USE COMPANY'S NAME

Customer hereby grants to PRIVO a non-exclusive, royalty free worldwide right, during the term of this Agreement, to use, display, and publish Customer's name and that of its Member Online Service(s) in PRIVO's list of Members. Such list shall be displayed on PRIVO's World Wide Website and in Program marketing materials (e.g., advertisements, brochures, promotional items, etc.).

7.0 -- FEES

- (a) Customer shall pay PRIVO the fee as set forth in Exhibit C hereto. The fee and any renewal fee shall be due as detailed on Exhibit C.
- (b) All fees paid to PRIVO are non-refundable, except in the event of termination by Customer pursuant to Section 8.0 (c) due to default by PRIVO which has not been cured. In such case, Customer shall be entitled to a pro-rated refund of the fee paid during the current term of the Agreement (i.e., a refund of any pre-paid fee for the unexpired portion of the term).

8.0 -- TERMINATION

- (a)** PRIVO may terminate this Agreement effective immediately upon written notice to Customer in the event that:
- I. PRIVO determines, in its sole discretion, that Customer has failed to comply with the Program Requirements; including failing to undertake any remediation identified by PRIVO as necessary to establish or maintain eligibility for Certification;
 - II. Customer fails to pay, when due, any fees owing to PRIVO pursuant to Section 7.0, PRIVO has provided Notice to Customer that such fees are due, and Customer has not provided payment to PRIVO within 10 business days after receipt of said Notice;
 - iii. PRIVO determines, in its sole discretion, that Customer is acting or has acted in any way that may damage or degrade the reputation, or goodwill attaching to the Mark or the PRIVO COPPA Consulting and Certification Program.
- (b)** Customer may terminate this Agreement effective immediately upon written notice to PRIVO in the event that:
- I. PRIVO notifies Customer that it or the COPPA Consulting and Certification Program is under investigation by any government agency, including, but not limited to, the Federal Trade Commission, any state Attorney General, or any federal or state legislature (or Customer learns of any such investigation) (excluding any investigation of another PRIVO member's or customer's practices) and it is determined that such investigation would have a material adverse impact on PRIVO's ability to deliver COPPA Safe Harbor services;
 - II. PRIVO's COPPA Safe Harbor status is withdrawn; or
 - III. Customer determines, in its reasonable discretion that PRIVO is acting or has acted in any way that has damaged or degraded or is likely to damage or degrade the reputation or goodwill attaching to Customer or the Online Services that are the subject of this Agreement.
- (c)** Either Party may terminate this Agreement if the other Party, at any time, defaults in performing any of its obligations under the terms and conditions of this Agreement and fails to remedy such default within fifteen (15) business days after receiving written notice thereof from such Party.
- (d)**
- (e)** Either Party may terminate this Agreement upon 30 days' notice to the other if the Federal Trade Commission discontinues the Safe Harbor program under Section 16 C.F.R. § 312.11 and such discontinuance is no longer subject to administrative or judicial review.
- (f)** Upon termination of this Agreement, Customer shall immediately discontinue all use of the Mark, and thereafter Customer shall no longer use or have the right to use the Mark or any variation or simulation thereof.

9.0 -- CONFIDENTIALITY

During the course of this Agreement, information that is confidential or proprietary to one party (“Disclosing Party”) may be disclosed to the other party (“Receiving Party”), including, but not limited to: fees described in Section 7.0 above and future renewal fees, the contents of the Findings Report issued as part of PRIVO’s Certification of the Online Member Service(s), product and business plans, internal administrative processes, product designs, sales, cost and other unpublished financial information, advertising revenues, usage rates, projections, marketing data, data maps, software, firmware, compilations, programs, techniques and processes, process descriptions, descriptions of technical know-how, information and descriptions of new products and new product development, scientific and technical specifications and documentation, pending or abandoned patent applications of a party, or other proprietary information now known or in possession of, or hereafter learned or acquired, that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use (“Confidential Information”). Information disclosed hereunder shall be treated as “Confidential Information” for the purposes hereof only if (i) it is marked with a legend indicating the confidential nature of such information (if the information is in writing), (ii) if the information is orally conveyed, it is identified by the Disclosing Party at the time of disclosure to be confidential, or (iii) the Receiving Party reasonably should have understood, based on the nature of the information or the circumstances under which it was disclosed, that the Disclosing Party intended such information to be treated as “Confidential Information” for the purposes hereof. Confidential Information shall not include information that the Receiving Party can demonstrate (i) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the Receiving Party, (ii) was known to the Receiving Party as of the time of its disclosure, (iii) is independently developed by the Receiving Party, or (iv) is subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party. Except as provided for in this Agreement, each Receiving Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Receiving Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations.

10.0 -- STATEMENTS BY COMPANY REGARDING PRIVO OR THE FEDERAL TRADE COMMISSION

Any statements that will be disclosed to the public, including those that will be part of a press release or be posted within the Online Service, referring to:

- I. PRIVO’s COPPA Consulting and Certification Program;
- II. PRIVO’s approval as a COPPA Safe Harbor; or
- III. The Federal Trade Commission (FTC)

must be reviewed and approved in writing by PRIVO prior to release. PRIVO agrees to either approve or object to such statement or statements within ten (10) business days after receiving them from Customer.

11.0 --WARRANTY AND DISCLAIMER; INDEMNIFICATION

- (a) Each Party represents and warrants that: (i) that the execution and performance of its obligations under this Agreement will not conflict with or violate any provision of Applicable Law; (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms; (iii) it is a corporation or a limited liability company, as applicable, duly incorporated, validly existing and in good standing in the state of its formation; (iv) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (v) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; and (vi) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other Party to perform fully its respective obligations hereunder.
- (b) PRIVO warrants that any professional services performed by PRIVO with respect to the Program under this Agreement will be performed in a good and workmanlike manner.
- (c) PRIVO represents and warrants that no third party has asserted a claim against PRIVO alleging that the Program contemplated by this Agreement violates or infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third party.
- (d) PRIVO represents and warrants that it has the power and authority to grant the license granted hereunder to Customer in respect of the Mark. Subject to the foregoing, the Mark is licensed “AS IS” without any warranty, expressed or implied, of any kind or nature.
- (e) PRIVO, at its expense, shall defend or settle any suit, action or proceeding brought by a third party against Customer, its subsidiaries, affiliates or assignees and their directors, employees and agents to the extent attributable to:
- I. a claim that the Program contemplated by this Agreement violates or infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any third party; or
 - II. a claim that the Mark, when used by Customer in the manner authorized by this Agreement, infringes the U.S. trademark rights of such third party; or
 - III. a claim of injury that, if true, would be attributable to the gross negligence or willful misconduct (including without limitation, by way of omission) by PRIVO in respect of its duties and obligations under this Agreement.

- (f) Customer acknowledges that while PRIVO is providing consulting services to help Customer qualify for and thereby obtain the benefits afforded by COPPA’s Safe Harbor program, PRIVO does not have responsibility for or control over many activities of Customer and its subsidiaries, affiliates and assignees that are relevant to their ongoing compliance with COPPA and other privacy-related laws and regulations. Accordingly, except to the extent a suit, action, proceeding or claim is one in respect of which PRIVO is required to indemnify the Customer as defined in Section 11.0 (e) herein, Customer, at its own expense, shall defend or settle any suit, action or proceeding brought by a third party against PRIVO, its subsidiaries, affiliates or assignees and their directors, employees and agents based upon:
- I. a claim that any of the content within any of Customer’s or its subsidiaries’, affiliates’ or assignees’ Online Service(s) or any business method or process used in connection therewith infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, or other intellectual property rights, and/or a claim based upon any alleged defamatory or obscene content;
 - II. a claim that Personal Information has been used by Customer or any of subsidiaries, affiliates or assignees in violation of the Program Requirements, the Privacy Policy, or any privacy or other rights of any User;
 - III. the sale or provision of any product or service advertised, sold or otherwise made available on or through any of Customer’s or its subsidiaries’, affiliates’ or assignees’ Online Service(s); and/or
 - IV. Any other third party claim arising from or relating to any of Customer’s or its subsidiaries’, affiliates’ or assignees’ Online Service(s), in each case excluding any suit, action or proceeding in respect of which PRIVO is obligated to defend and indemnify Customer pursuant to Section 11.0 (e).
- (g) **Indemnification Procedures.** If any third party makes a claim covered by Section 11.0 (e) or Section 11.0 (f) against an indemnitee (a “**Covered Party**”) with respect to which the Covered Party intends to seek indemnification under this Agreement (a “Claim”), the Covered Party shall give prompt written notice of the Claim to the indemnifying Party, including a brief description of the amount and basis for the claim, if known. Upon receiving such notice, the indemnifying Party shall be obligated to defend the Covered Party against the Claim and shall be entitled to assume control of the defense and settlement of the Claim. The Covered Party may participate in the defense and settlement of the Claim at its own expense, using its own counsel, but without any right of control. The indemnifying Party shall keep the Covered Party apprised as to the status of the Claim. Neither the indemnifying party nor any Covered Party shall be liable for any settlement of a Claim made without its consent, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, the Covered Party shall retain responsibility for all aspects of the Claim that are not subject to indemnification by the indemnifying Party hereunder.

12.0 -- LIMITATION ON DAMAGES AND LIABILITY

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 12.0, NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY (INCLUDING NEGLIGENCE), OR STRICT LIABILITY), EVEN IF THE LIABLE PARTY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE; AND EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE INJURED PARTY'S ACTUAL DIRECT DAMAGES, CAPPED AT AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT BY COMPANY TO PRIVO FOR MEMBERSHIP IN THE PROGRAM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE APPLICABLE TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.0, TO WILLFUL OR GROSSLY NEGLIGENT MISCONDUCT OF A PARTY, TO FRAUD OR FRAUDULENT MISREPRESENTATION OF A PARTY, OR TO ANY DAMAGES THAT THE LIABLE PARTY IS NOT PERMITTED TO DISCLAIM (OR, AS APPLICABLE, LIMIT) UNDER APPLICABLE LAW. COMPANY ACKNOWLEDGES THAT THIS SECTION 12.0 IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

13.0 -- INJUNCTIVE RELIEF

Customer acknowledges that any material breach by it of Sections 2.5, 9.0 or 10.0 of this Agreement, and PRIVO acknowledges that any material breach by it of Section 9.0 of this Agreement, may result in "irreparable harm," an injury for which there is no adequate remedy at law, to the other Party and that the other Party may move in such a circumstance for any and all appropriate equitable relief including preliminary and permanent injunctions in any court of competent jurisdiction to prevent such breach. Each Party agrees that, in such a circumstance, no bond shall be required or, if required by operation of law, a nominal bond shall be sufficient to support the moving Party's request for injunctive relief. Each Party agrees that any such right to injunctive relief by the moving Party in such a circumstance is in addition to all other remedies available to it and does not preclude it from seeking other available remedies.

14.0 -- GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Virginia without reference to the principles of conflicts of laws, and any action taken by either Party resulting from a dispute regarding the terms of this Agreement shall be heard exclusively in the Federal or State courts located in Virginia, and the Parties hereto consent to personal jurisdiction.

15.0 -- NOTICES

All notices under this Agreement shall be in writing and shall be sent to the electronic or postal addresses indicated in the preamble of this Agreement or at such other addresses as a Party may indicate in a written notice to the other Party to this Agreement.

16.0 -- COMPLETE AGREEMENT

This Agreement, together with the Program Requirements and the annexed Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the Parties and delivered by regular or electronic mail.

17.0 -- FORCE MAJEURE

If the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, acts of God or any other causes beyond the control of such Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes, provided that the Party claiming force majeure has taken all reasonable measures to avoid such cause.

18.0 -- WAIVER

The waiver or failure of any Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder or a subsequent exercise of the same right in a subsequent situation.

19.0 -- SEVERABILITY

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

20.0 -- HEADINGS

The section and subsection headings contained in this Agreement are for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this Agreement.

21.0 -- SURVIVABILITY

Sections 3.0, 9.0, 10.0, 11.0, 12.0, 13.0, and 14.0 shall survive the expiration or termination of this Agreement.

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PRIVO COPPA Safe Harbor– Membership Agreement

Confidential and Proprietary

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof. The signature of each of the Parties below signifies that each has read, bargained for, and understands each and every provision of this Agreement and all of its exhibits and that the signatory on behalf of the Member Online Service has all requisite authority to enter into this Agreement and bind Customer to its terms.

PRIVACY VAULTS ONLINE, INC (PRIVO)

By: _____

Print Name: Claire Quinn

Title: VP Compliance

Date: _____

Madison Performance Group (“Customer”)

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS

EXHIBIT A**Program Requirements for the Collection, Use, and Disclosure of Information from Children.**

Since August 2004, the Federal Trade Commission has authorized PRIVO to administer this PRIVO COPPA Safe Harbor Program (the “Safe Harbor”) to provide protections for Children, through a self-regulatory mechanism, that are substantially the same as or greater than those provided by Sections 312.2 through 312.8 and 312.10 of the Commission’s Children’s Online Privacy Protection Rule (16 C.F.R. Part 312) (“Rule”) implementing the Children’s Online Privacy Protection Act, 15 U.S.C. § 6501 et seq. (“COPPA”), as amended.

The following principles are designed to assure that the participants in the Safe Harbor program (“Members”) establish and maintain data Collection activities and privacy practices that comply with the Rule and additionally are consistent with industry best practices and capable of evolving as new technologies, capabilities and threats emerge. These Guidelines guide PRIVO in its determinations as to the fitness of proposed Members for inclusion (or retention) in the Safe Harbor and must be formally adopted and honored by Members as provided in the Membership Agreement. All capitalized terms used herein that are not otherwise defined have the meaning given to them in the Membership Agreement.

The Safe Harbor is available to the Operator of any Online Service of any nature, including websites, games, applications, features, plug ins, platforms, widgets or similar services and properties, regardless of whether the Online Service is Directed to Children, Directed to Children but Attracts a Mixed Audience, Not Directed to Children, Not Directed to Children but has Actual Knowledge that it is Collecting Personal Information from a site that is Directed to Children or from a Child, or Not Directed to Children but associated with Age-Restricted Goods and Services. As a baseline, Members must comply with the Rule which prohibits unfair or deceptive acts or practices in connection with the Collection, use, Release, and/or Disclosure of Personal Information from and about Children on the Internet. In addition, Members must implement each of the nine Requirements described below, unless it is noted that certain Requirements are not applicable to the Member’s type of Online Service.

Members whose Online Services are deemed to be compliant with these Requirements must display the appropriate PRIVO Mark and comply with all other applicable requirements of this Agreement. Members whose Online Services are found to be non-compliant are subject to the enforcement and sanction procedures described in Requirement 9 hereof.

1.0 SELF-EVALUATION, PRIVACY BY DESIGN PRINCIPALS

On an on-going basis, each Member must analyze, including through the use of PRIVO self-assessment collateral and cooperation with PRIVO's independent analyses of, the functionality of its Online Service and its practices with respect to the Collection, Disclosure, Release, use and safeguarding of information regarding Children under 13 years of age (or of all minors at the option of the Member), including any business objectives that underlie those practices. The goals of such analysis include (i) assessing the extent to which Children comprise the audience of the Online Service; (ii) assessing the extent to which the Online Service Collects, uses, Releases, or Discloses Personal Information of Children; (iii) assessing the extent to which Third Parties Collect, use, Release, or Disclose Personal Information of Children through the Online Service; (iv) assessing the appropriateness of any age-screening mechanisms; (v) assessing the appropriateness of any Parental verification methods and notices employed by Member, or applicability of any exception to stated Parental verification methods to Member's Online Service; (vi) assuring that the Member does not Collect, use, Disclose or Release more information than is reasonably necessary to conduct its Online Service activities; (vii) assuring that Member and any Third Party Operators associated with Member's Online Service adequately safeguard information Collected, including Deleting Personal Information when it is no longer reasonably necessary to fulfill the purposes for which it was Collected and to take precautions against Disclosure or Release of such information when Deleting it; and (viii) assuring that the Member's practices are otherwise in conformity with prevailing generally-accepted privacy principles. Members must incorporate privacy protections into the initial design of their Online Services, and each revision, add-on or additional feature added to the Online Service thereafter. Finally, through on-going self-assessment, Members are expected to partner with PRIVO in identifying new or evolving marketing or information practices in the online industry to determine whether they present equivalent risks to those which currently require the giving of notice or securing of Parental consent, as well as evolving methods of Parental verification that have the promise of providing protections equivalent to those enumerated herein.

2.0 APPROPRIATE USE OF AGE-SCREENING, BLOCKING

A Member whose Online Service is deemed to be Directed to Children, based on the assessment undertaken in Requirement 1, shall comply with Requirements 1 through 9 hereof. (312.3)

A Member whose Online Service is deemed to be Directed to Children but Attracts a Mixed Audience may implement a Neutral Age-Screen prior to Collecting any Personal Information. Such an Online Service must comply with Requirements 1 through 9 hereof with respect to those Users who self-identify as being Children. In addition, such Members must ensure that, although a self-identified Parent establishes an account for a Child, the Member receives appropriate consent under Requirement 5 for Collecting, using or Disclosing any Personal Information associated with the Child account. Finally, such Members must not use the Neutral Age-Screen to block Children from participation in the Online Service. (312.2)

A Member whose Online Service is deemed to be Not Directed to Children must comply with Requirements 1, 2 and 3 hereof only, except that, if the Member receives Actual Knowledge that it is Collecting Personal Information from a Child, it must comply with Requirements 1 through 9 with respect to that Child, or may implement procedures to block that Child from interacting further with the Online Service or those portions of it that involve the Collection, Use or Disclosure of Personal Information. (312.3)

A Member whose Online Service deals with Age-Restricted Goods and Services must comply with Requirements 1, 2 and 3 hereof and additionally must display the PRIVO Mark, except that, if the Member receives Actual Knowledge that it is Collecting Personal Information from a Child, it must implement procedures to block that Child from interacting further with the Online Service.

3.0 ONLINE DISCLOSURE OF INFORMATION PRIVACY PRACTICES

Members must post a prominent Link that is clearly labeled Privacy Policy or such similar notice that Links the User to a description of the Member’s information Collection, use, and Disclosure practices. (312.3(a), 312.4(d))

In the case of an Operator of an Online Service other than an Online Service Directed to Children, the Link must Link the User to the portion of the Privacy Policy that addresses the Member’s information practices specific to Children. In addition, Members must post their Privacy Policy or provide a Link to it in any application store or similar platform that offers the capability of doing so.

The Privacy Policy Link must be plainly visible on the homepage, or landing page in the case of an application, and, for an Online Service that is Directed to Children, at each location, subject to technical feasibility, where Personal Information is Collected from Children and in close proximity to the requests for information in each such area. If only a portion of an Online Service is Directed to Children, the Privacy Policy Link must be plainly visible on the first page of the Children’s section of the Online Service, and Link the User to the portion of the Privacy Policy specific to Children.

Privacy Policies must be clear and understandable, and should not contain unrelated, contradictory, or confusing material. Privacy Policies must describe the following information:

3.1 Member Contact Information:

Members must include their complete contact information, as well as that of any other Operators that Collect or maintain Personal Information from Children through the Online Service. Such information must include the Operator’s name, mailing address, telephone number, and email address. In cases where more than one company is deemed to be an Operator of the Online Service Directed to Children, the Member may choose to respond to all inquiries from Parents concerning each of the identified Operators’ privacy policies. In such case, the Member’s Privacy Policy need only list the names of all persons or companies Collecting Personal Information through the Online Service.

3.2 Types of Personal Information Collected:

Members must describe the types of Personal Information Collected and state whether the Online Service enables the Child to make Personal Information publicly available.

3.3 Use of Personal Information:

Members must describe how Personal Information is used.

3.4 Disclosure of Personal Information:

Members must state whether Personal Information is Disclosed to Third Parties.

3.5 Access to Information:

Members whose Online Services are Directed to Children must state that Parents can review the Child's Personal Information, have such information Deleted, and refuse to permit further Collection or use of the Child's Personal Information. Members must also indicate the procedures that the Parent must follow to access their Child's Personal Information.

4.0 DIRECT NOTICE TO PARENTS

Members whose Online Services are Directed to Children must make reasonable efforts in light of available technology to ensure that a Parent of a Child receives notice of the Member's information Collection, use, and Disclosure practices with regard to Children, including notice of any material change in the Collection, use, or Disclosure practices to which the Parent had previously consented. (312.4) Except for certain circumstances described under Requirement 5.4 below, Members must meet the requirements described above and obtain prior verifiable parental consent before they are allowed to Collect Personal Information from Children.

Direct Notices to Parents must be clear and understandable, and should not contain unrelated, contradictory, or confusing material. The contents of the Direct Notice to Parents will vary depending on the context which requires the giving of the Direct Notice.

4.1 Where Member Must Obtain Parent's Affirmative Consent to the Collection, Use or Disclosure of a Child's Personal Information:

(i) the Member must state that it has Collected the Parent's Online Contact Information from the Child (and the Child or Parent's name if it has Collected that information) for the purposes of obtaining the Parent's consent under COPPA; (ii) the Member must state that the Parent's consent is required for the Collection, use, or Disclosure of Personal Information from the Child, and that Member will not do so if the Parent does not give consent; (iii) the Member must state what additional items of information it intends to Collect from the Child, as well as potential opportunities for the Disclosure of Personal Information if the Parent gives its consent; (iv) the Member must provide a Link to its Privacy Policy; (v) the Member must provide the method(s) by which a Parent may give such consent; (vi) the Member must state that it will Delete the Parent's Online Contact Information if the Parent does not provide the consent in a reasonable period of time. (312.4(c)(1))

4.2 Voluntary Notice to Notify Parent of a Child’s Participation In An Online Service That Does Not Collect, Use or Disclose Children’s Personal Information:

(i) the Member must state that the Member has Collected the Parent’s Online Contact Information from the Child to provide notice and subsequent updates to the Parent of the Child’s participation in the Online Service, which does not otherwise Collect, use or Disclose Personal Information; (ii) the Member must state that the Parent’s Online Contact Information will not be used or Disclosed for any other purpose; (iii) the Member must state that the Parent may refuse to permit the Child’s participation and require Deletion of the Parent’s Online Contact Information and how to do so; (iv) the Member must provide a Link to Member’s Privacy Policy. (312.4(c)(2))

4.3 Where Member Intends to Communicate with the Child Multiple Times:

(i) the Member must state that it has Collected the Child’s Online Contact Information from the Child to provide multiple online communications to the Child; (ii) the Member must state that it has Collected the Parent’s Online Contact Information from the Child to notify the Parent that the Child has registered to receive multiple online communications from the Member; (iii) the Member must state that the Online Contact Information Collected from the Child will not be used for any other purpose, Disclosed or combined with any other information Collected from the Child; (iv) the Member must state that the Parent may refuse to permit further contact with the Child and require Deletion of the Parent’s and Child’s Online Contact Information, and how to do so; (v) the Member must state that if the Parent does not respond to the Direct Notice to Parent, the Member may use the Child’s Online Contact Information for the purpose stated in the Direct Notice to Parent; (iv) the Member must provide a Link to its Privacy Policy. (312.4(c)(3))

4.4 Where Member Has Collected Personal Information to Protect a Child’s Safety:

(i) the Member must state that the Member has Collected the name and Online Contact Information of the Child and the Parent to protect the safety of a Child; (ii) the Member must state that the information will not be used or Disclosed for any other purpose; (iii) the Member must state that the Parent may refuse to permit the use and require Deletion of the information and how to do so; (iv) that if the Parent fails to respond to the Direct Notice to Parent, the Member may use the information for the purpose stated in the Direct Notice to Parent; (v) the Member must provide a Link to Member’s Privacy Policy. (312.4(c)(4))

5.0 PRIOR VERIFIABLE PARENTAL CONSENT

5.1 Generally:

Members must obtain verifiable Parental consent before any Collection, use, or Disclosure of Personal Information from Children. Members must also obtain such consent to any material change in the Collection, use, or Disclosure practices to which the Parent has previously consented. (312.5(a))

5.2 Method for Obtaining Verifiable Parental Consent

To comply with Requirement 5, Members must obtain prior verifiable Parental consent by a method that is reasonably calculated, in light of the available technology, to ensure that the person providing consent is the Child’s Parent. (312.5(b))

Methods to obtain prior verifiable Parental consent include: (i) providing a consent form to be signed by the Parent and returned to the Member by postal mail, facsimile or electronic scan; (ii) requiring the Parent to use a credit card, debit card or other online payment system that provides notice of each discrete transaction to the primary account holder in connection with a monetary transaction; (iii) having a Parent call a toll-free telephone number staffed by trained personnel or connect to such personnel via video-conference; (iv) verifying the Parent’s identity by checking a form of government issued identification against databases of such information, provided that Member Deletes the Parent’s information promptly after the verification is made; (v) using the PRIVO iD, aka PiD or PRIVOLock™, System; or (vi) any other method deemed to be at least as reliable as the methods enumerated herein.

Members must give the Parent the option to consent to the Collection and use of the Child’s Personal Information without consenting to Disclosure of that information to Third Parties.

5.3 Circumstances in which an “Email” Coupled with Additional Verification Steps Provide Adequate Assurance that the Person Giving Consent is the Child’s Parent:

Members that do not Disclose Children’s Personal Information may secure Parental consent by contacting the Parent via the Parent’s Online Contact Information Collected from the Child, coupled with additional steps to provide assurances that the person providing consent is the Child’s Parent. Additional steps may include: (i) sending a confirmatory email after receipt of Parent’s consent in response to the original email; (ii) obtaining a postal address or telephone number from the Parent and confirming the Parent’s consent after its receipt through a letter or telephone call using the information Collected from the Parent; (iii) using the PRIVO iD, aka PiD or PRIVOLock™, System. Members using this method must also provide notice to the Parent that the Parent can revoke its consent given in response to the original email. Members are expected to partner with PRIVO in analyzing the availability and reliability of other “additional steps” that develop over time in response to technological or other developments and implement additional steps in consultation with PRIVO that appear to offer protections beyond those identified herein. (312.5(b)(2)(vi))

5.4 Exceptions to Verifiable Parental Consent:

Even though verifiable Parental consent is required under most situations before a Member is permitted to Collect, use, or Disclose a Child’s Personal Information, there are situations in which a Member will be allowed to Collect some Personal Information before obtaining consent from the Child’s Parent. The exceptions to prior verifiable Parental consent are as follows:

5.4.1 Required Parental Consent:

Members may Collect the first name or Online Contact Information of a Child or Parent to be used for the sole purpose of obtaining the required Parental consent. If a Member has not obtained Parental consent after a reasonable time from the date of the information Collection, the Member must Delete such information from its records. Members that Collect name or Online Contact Information from a Child under this exception must provide the Direct Notice to Parent described in Requirement 3. (312.4(c)(1))

5.4.2 Voluntary Notice and Updates to Parent Regarding Child’s Participation in an Online Service that Does Not Otherwise Collect, Use, or Disclose Personal Information:

Members may Collect a Parent’s Online Contact Information to provide the voluntary Direct Notice to Parent described in Requirement 3. Members may not use or Disclose the information for any other purpose. (312.4(c)(2))

5.4.3 One-Time Request:

Members may Collect a Child’s Online Contact Information from the Child for the sole purpose of responding directly, on a one-time basis, to a specific request from the Child. Members that Collect the Child’s Online Contact Information from a Child under this exception must not use the information to re-contact the Child after the initial response and must Delete the Child’s Personal Information. Direct notice is not required under this exception. (312.5(c)(3))

5.4.4 Multiple Requests:

Members may Collect a Child’s Online Contact Information from a Child to be used to respond directly more than once to a specific request from the Child so long as the information is not used for any other purpose, Disclosed, or combined with any other information Collected from the Child. Members that obtain the Child’s Online Contact Information from a Child under this exception must also collect the Online Contact Information of the Child’s Parent and provide the Direct Notice to Parent in Requirement 4. (312.4(c)(3))

5.4.5 Child Safety:

Members may Collect the Child’s and Parent’s first name and Online Contact Information to protect the safety of a Child, provided such information is not used or Disclosed for any other purpose. Members that obtain the Online Contact Information from a Child under this exception must provide the Direct Notice to Parent in Requirement 4. (312.4(c)(4))

5.4.6 Additional Safety Concerns:

Members may Collect a Child’s first name or Online Contact Information to protect the security or integrity of its Online Service, to take precautions against liability, to respond to judicial process, or to provide information to law enforcement agencies or investigations on matters related to public safety so long as the information is not used for any other purpose. Direct Notice to Parent is not required under this exception. (312.4(c)(4))

5.4.7 Collection Limited to Persistent Identifier:

Members may Collect a Persistent Identifier and no other Personal Information in two situations: (i) the identifier is used solely for Support of Internal Operations; or (ii) the Member's Online Service is not itself Directed to Children but has Actual Knowledge that it is Collecting information from Users of another Online Service that is Directed to Children, the User whose Persistent Identifier is Collected affirmatively interacts with the Member, and the User's previous registration with the Member indicates that the User is not a Child. Members relying upon this exception must specifically address their practices with regard to the Collection of Persistent Identifiers in their assessment under Requirement 1. (312.5(c)(7), (312.5(c)(8))

Activities that are currently identified as providing Support for Internal Operations are: (i) maintaining or analyzing the functioning of the Online Service, (ii) performing network communications; (iii) authenticating Users of, or personalizing the content on, the Online Service; (iv) serving contextual advertising or capping the frequency of advertising; (v) protecting the security or integrity of the User or Online Service; ensuring legal or regulatory compliance; and (vi) fulfilling a request by the Child under the One-Time Request and Multiple Request Exceptions in Requirement 5.4.4 above. (312.2)

6.0 ACCESS AND REVIEW

Members must provide Parents with the ability to access and review their Child's Personal Information. Parental review and access must consist of: (a) a description of the types or categories of Personal Information Collected from the Child by the Member and by other Operators on Member's Online Service; (b) the opportunity at any time to refuse to permit further use or Collection of Personal Information from the Child by the Member and to direct that the Personal Information Collected by the Member be deleted; (c) a means of reviewing any Personal Information Collected by the Member; and (d) a means of contacting any other Operator that Collected Personal Information from a Child through Member's Online Service in order to direct such Operator to provide access to, refuse further use or Collection of, or delete the Child's Collected Personal Information. (312.6)

In providing the ability for a Parent to access and review their Child's Personal Information, Members must take reasonable steps to ensure that the individual requesting access is the Child's Parent and to ensure that the process is not unduly burdensome for Parents. Acceptable steps for authenticating the identity of the individual online include a username and password unique to the individual or, if access is requested over the telephone, asking a series of questions that only a Parent of the Child would have knowledge of (e.g., Parent's name, mailing address, email address, Child's name, Child's email address, etc.).

7.0 RESTRICTIONS ON INFORMATION COLLECTION

Members are prohibited from conditioning a Child's participation in an activity on the Child's Disclosing more Personal Information than is reasonably necessary to participate in such activity. (312.7)

8.0 CONFIDENTIALITY, SECURITY AND INTEGRITY OF INFORMATION

Members must establish and maintain reasonable procedures to protect the confidentiality, security, and integrity of Personal Information collected from Children, including (i) implementing internal security measures that protect the confidentiality of the Child's Personal Information and protect such information from loss, misuse, unauthorized access, or improper disclosure, and (ii) only Releasing a Child's Personal Information to Third Parties who have given reasonable assurances of their ability to similarly protect such information from loss, misuse, unauthorized access, or improper disclosure. These practices must be included in the Member's self-evaluation pursuant to Requirements 1 and 9, and must address the required data protection practices of any Third Parties with which the Member contracts. If requested by PRIVO, Members must make appropriate IT personnel available for interview and permit on-site inspection of Member's practices. Members must not retain information longer than reasonably necessary. (312.8)

9.0 COMPLIANCE/ENFORCEMENT

9.1 Program Representative:

Members must appoint a program representative for the Online Service. The program representative shall be the individual responsible for overseeing the Online Service's compliance with the PRIVO COPPA Safe Harbor Program. The program representative shall be given the authority to investigate all inquiries concerning the Online Service's Privacy Policy and information practices and in a timely manner.

9.2 Audits:

As set forth in Requirement 1, Members must conduct an evaluation of their Online Service's information Collection, use, and Disclosure practices. Each Member will be required to complete and attest to the accuracy of the statements they make on a proprietary PRIVO self-evaluation form about their information practices. Once PRIVO receives the self-evaluation form, a PRIVO representative will independently review the Online Service's posted privacy policy, information practices, and the self-evaluation form for compliance with the Program Requirements. PRIVO will issue a Findings Report, review it with the proposed Member, and identify any modifications necessary to bring the Online Service into compliance with the Rule and Program Requirements. Once the Member's Online Service is determined to be in full compliance with the Program Requirements, it will then be listed as a Member participating in the PRIVO COPPA Safe Harbor Program. Members are required to complete a certification form quarterly identifying any additional features or changes in practices that have occurred since the Online Service was last certified/audited by PRIVO. Members are also required to complete a comprehensive evaluation form on an annual basis to ensure that their Online Service's information practices are consistent with their posted privacy policies and the Program Requirements. Outside of these mandated review processes, Members are encouraged to contact PRIVO whenever making revisions to their operations or adding features to their Online Service as part of their on-going self-assessment required under Requirement 1.

9.3 Compliance Monitoring:

Members must submit to monitoring of their Online Service's information practices. The purpose of monitoring reviews is to ensure that a Member's Privacy Policy is consistent with its Online Service's information practices, the Program Requirements, and evolving best practices in the industry. The compliance monitoring will be conducted at least annually, or more frequently in response to any changes identified during ongoing compliance monitoring or when a member submits a form to notify PRIVO of an intended change. In addition, Members must also submit to periodic, unannounced reviews of their Online Service. These unannounced reviews will be used to further verify that the Member remains in full compliance with the Program Requirements.

If PRIVO determines that a violation of the Requirements has occurred, the Member is informed of such violation and the corrective actions that must be taken to bring the Member's Online Service into compliance. Failure to take the corrective actions can result in a number of consequences including removal from the PRIVO COPPA Safe Harbor Program and referral to the appropriate governmental agency.

9.4 Consumer Complaints/Monitoring:

Members must provide the Parent and the Child with reasonable and effective means to submit complaints that they may have about the Member's information practices. The PRIVO COPPA Safe Harbor Program also offers the Parent and the Child with the opportunity to submit complaints about any Member directly to PRIVO. A PRIVO representative shall respond to any such received complaint in a timely manner. Members must agree to work with PRIVO representatives in their efforts to resolve all complaints that are submitted to the PRIVO COPPA Safe Harbor Program.

Members must maintain records for a period of three (3) years of all complaints, concerns, or inquiries received about its Online Service and any responses to the consumer addressing such complaint or concern.

9.5 Appropriate Compliant Content and Advertising

Members must implement only age appropriate and compliant content and advertising in its Online Service/s. Members must ensure Online Service/s meet applicable advertising standards and Codes internationally.

9.6 Membership Agreement:

Members must execute the PRIVO COPPA Safe Harbor Program Membership Agreement. As part of this Agreement, Members agree to comply with the Program Requirements at all times. In the event that a Member fails to meet any of its obligations under the Membership Agreement, such actions would constitute a material breach of the Agreement and its membership in the PRIVO COPPA Safe Harbor Program would be terminated, if not cured as provided in the Membership Agreement.

9.7 Investigations/Referral to Governmental Agencies:

If PRIVO determines, after a thorough investigation into the Member’s information practices, that a Member is materially violating its posted Privacy Policy or any of the Requirements described above without remedy following a period of notice and opportunity to cure, PRIVO will refer such Member to the Federal Trade Commission for possible unfair and deceptive trade practices.

10.0 GLOSSARY

10.1 “Actual Knowledge” means that knowledge that an Online Service that is Not Directed to Children receives when (a) a child-directed content provider advises the Online Service of the content provider’s child-directed nature, or when a representative of the general audience Online Service recognizes the child-directed nature of the content provider’s Online Service; or (b) a Child, Parent, legal guardian or advocate on their behalf provides direct evidence of the Child’s age such as its date of birth, age, grade in school to the Operator.

10.2 “Age-restricted Goods and Services” means products or services that are generally not considered appropriate for Children such as tobacco, alcohol, financial, gambling, adult/mature-themed products or services.

10.3 “Child” or “Children” means User(s) who are 12 years of age or younger,

10.4 “Collect” or “Collection” means gathering Personal Information from a Child in any way, including (a) requesting, prompting or encouraging Personal Information be submitted online; (b) allowing a Child to make Personal Information publicly available in an identifiable form IF the Operator does not take reasonable steps to delete all or virtually all Personal Information from a posting and its records before posting; (c) passive online tracking.

10.5 “Delete” means to remove Personal Information in a manner that it is no longer retrievable in the normal course of business.

10.6 “Directed to Children” means an Online Service or a portion thereof that (a) is targeted to Children (based on its subject matter, visual content, use of animated characters or child-oriented activities and incentives, music or other audio content, age of models, presence of child celebrities or celebrities who appeal to Children, language or other characteristics of the Online Service, as well as whether advertising promoting or appearing on the Online Service is directed to Children, or competent and reliable empirical evidence of audience composition and intended audience composition) and Children are its primary intended audience; or (b) has Actual Knowledge that it is Collecting Personal Information from a Child.

10.7 “Directed to Children but Attracts a Mixed Audience” means an Online Service that is otherwise Directed to Children but (i) Children are NOT its primary intended audience, (ii) the Online Service does not Collect Personal Information before employing a Neutral Age-Screen, and (iii) the Online Service complies with the applicable Requirements of these Guidelines with respect to any self-identified Child.

10.8 “Direct Notice” means the information provided under Requirement 4 to a Parent regarding the practices of an Online Service with respect to Collecting, Disclosing, Releasing, and safeguarding the Personal Information of a Child, but does not include the Privacy Policy as posted to the Online Service or any application store.

10.9 “Disclose” or “Disclosure” means to Release Personal Information Collected from a Child in identifiable form for any purpose other than Support of Internal Operations, or make Personal Information Collected from a Child publicly-available in identifiable form by any means.

10.10 “Effective Date” has the meaning set forth in the preamble to the Membership Agreement.

10.11 “Internet” means the interconnected world-wide network of networks.

10.12 “Guidelines” means the PRIVO COPPA Safe Harbor Program Guidelines or set of principles designed to assure that Members establish and maintain data Collection activities and privacy practices that comply with the Rule and which guide PRIVO in determining the fitness of proposed Members for inclusion (or retention) in the Program.

10.13 “Link” means a hypertext link or an icon on a page on an Online Service, that a User can select and activate from a computer or other device by mechanical means such as a mouse, other pointing device, or key, and whose activation automatically causes the Online Service’s system to give the User access to another page on the Online Service or to another Online Service, without additional steps or additional input from the User.

10.14 “Mark” has the meaning set forth in the preamble to the Membership Agreement.

10.15 “Member” has the meaning set forth in the Membership Agreement.

10.16 “Neutral Age Screen” means a method of requesting age information that permits Children to accurately provide their age and does not encourage Children to falsify their age. An example of a Neutral Age Screen is asking the Child to enter their date of birth without any restriction, including allowing them to enter any year of birth beginning with the current year.

10.17 “Not Directed to Children” means an Online Service that is not targeted to Children.

10.18 “Online Contact Information” means an identifier that permits online contact with a person, such as an email address, user ID for a service that permits direct contact such as VOIP, a 3rd party authentication service, IM or video chat services.

10.19 “Online Service” means a service that is available over the Internet or that connects to the Internet or a wide-area network, including a webpage or website, virtual world, social networking service, desktop software application, mobile or other application, Internet-enabled gaming platform, voice-over-IP service, Internet-enabled location based service, plug in, ad network, analytics service, platform, widget or other service that allows for playing network-connected games, engaging in social media activities, purchasing goods and services online, receiving behaviorally targeted advertising, or interacting with other content.

10.20 “Operator” means (a) any person or entity that maintains an Online Service (other than an Online Service that operates solely on an intrastate basis) that is operated for commercial purposes and that Collects or maintains Personal Information from or about Users of that Online Service; (b) the person or entity for which Personal Information is collected or who offers products or services for sale through the Online Service; or (c) any Third Party Online Service that has Actual Knowledge that it is collecting Personal Information from an Online Service Directed to Children.

10.21 “Parent” means a biological, foster, adoptive or other legal guardian of a Child; and/or a school or educational institution that has been granted the authority to act on behalf of any of the aforementioned for the purpose of providing such consent as is needed for the Child’s use of the Member’s Online Service; and/or any other adult to whom any of the aforementioned has delegated the duty to manage the consent process relating to the Child generally.

10.22 “Persistent Identifier” means a code that can be used to recognize a User or device over time and across different Online Services. Examples include a cookie, IP address, processor or device serial number, or unique device identifier.

10.23 “Personal Information” means information that is Collected online and identifies an individual User or device, including (a) first and last name; (b) home or other physical address including street name and name of city or a postal code that on its own provides a similar level of information; (c) Online Contact Information; (d) other screen or User name if it functions like Online Contact Information; (e) telephone number; (f) Social Security Number; (g) Persistent Identifier; (h) photograph, audio or video file that contains the image or voice of a Child; (i) geolocation information sufficient to identify name of street and city or town; (j) any other information Collected online from the Child about the Child or Parent and is combined with Personal Information listed in this definition.

10.24 “Privacy Policy” means a privacy policy or statement that informs Users about Member’s online information practices, including its information practices with regard to Children, as appropriate, and that is to be implemented and published by the Member as provided for in the Program Requirements.

10.25 “PRIVO” has the meaning set forth in the preamble to the Membership Agreement.

10.26 “Program” has the meaning set forth in the preamble to the Membership Agreement.

10.27 “Program Requirements” has the meaning set forth in the preamble to the Membership Agreement.

10.28 “Release” means to share, sell, rent, or transfer Personal Information to any Third Party.

10.29 “Support for Internal Operations” means activities necessary to facilitate functioning of the Online Service but do not involve using or Disclosing information to contact a specific individual including through behavioral advertising, amass a profile on a specific individual or any other purpose. Such activities include: (a) maintaining/analyzing functioning of the Online Service; (b) performing network communications; (c) authenticating Users; (d) personalizing content to Users; (e) serving contextual advertising; (f) frequency capping; (g) protecting security/integrity of Online Service; (h) ensuring legal compliance; (i) fulfilling a one-time request from the Child, or to contact the Child multiple times, when prior Verifiable Parental Consent is not required under Requirement 5.4.4.

10.30 “Third Party” means any person or entity that is not an Operator, or who provides Support for Internal Operations and does not Use or Disclose Personal Information for any other purpose.

10.31 “User” means a Child, the Parent of a Child, or legal guardian of a Child who accesses the Online Service.

EXHIBIT B

Online Service Name: One website

URL: <https://www.kawasakisalesrewards.com>

*In the event that Customer seeks Certification for additional Online Services after the Effective Date of this Agreement, Customer shall notify PRIVO in writing and provide a duly executed Self-Evaluation Form (provided by PRIVO) for each such additional Online Service and the Fee applicable to such additional Online Service(s). The additional Online Service shall be added to this page and the SOW. Upon successful Certification, the newly added Online Service(s) shall become a Member Online Service hereunder for all purposes and subject to all rights and responsibilities contained herein. The Fee may be prorated for the number of months remaining in the then-current term.

STATEMENT OF WORK**COPPA Consulting and Certification (SOW)**

This SOW, dated as of **September 17, 2020**, (the "SOW Date"), has been prepared in accordance with the Safe Harbor Membership Agreement (the "Agreement"), between **Madison Performance Group** and Privacy Vaults Online, Inc., d/b/a **PRIVO**. Capitalized terms used but not defined in this SOW have the meanings given to such terms in the Agreement. The Safe Harbor Membership Agreement shall be in force for the term of the Agreement.

PRIVO COPPA Safe Harbor Consultation services include:

- Compliance audit as it relates to collection and processing of children’s personal information;
- Privacy compliance and risk assessment report;
- Consultation to address and mitigate identified risks;
- Software monitoring scans and reports to review tracking and third-party service provider implementations;
- Review of third-party service providers collection and use of information to ensure compliance;
- Privacy policy and disclosures review;
- Terms of Service review.

Following certification & throughout the membership period:

- Ongoing compliance monitoring;
- Biannual – full audit including tracking scans, in conjunction with manual reviews. A Findings Report will be provided with follow up to resolve any issues identified;
- Ongoing privacy compliance support, as needed, to help you understand your obligations regarding children’s privacy and overall safety;
- Consultancy on new features and product development for the services included in this SOW throughout the membership period.

Following a final review, the compliant status of the properties covered by this agreement is changed from “PENDING” to “CERTIFIED” and the corresponding PRIVO **COPPA Safe Harbor** Program Seal is issued.

EXHIBIT C
ANNUAL FEES

The **Madison Performance Group** package includes the Services outlined in this SOW.

Service	Annual Fee	Total Annual Fees
Consultation and COPPA Safe Harbor Certification Services for properties listed in this SoW.	\$2,500	
PRIVO Discovery Platform promotion	Included	
Total Annual Fees		\$2,500

<Proposal and the pricing contained herein expires 30 days following the effective date>

Financial Terms

Madison Performance Group shall pay to PRIVO the Fees as follows:

- i. The payment of \$2,500 due upon acceptance of this Proposal.
- ii. Invoices unpaid after 30 days will result in the suspension of PRIVO services

EXHIBIT D

PROGRAM REPRESENTATIVE:

Designated Program Representative: _____

Program Representative’s Telephone Number: _____

Program Representative’s Email Address: _____

Program Representative’s Mailing Address: _____

COMPLIANCE COORDINATORS:

Designated Compliance Coordinator: _____

Compliance Coordinator’s Telephone Number: _____

Compliance Coordinator’s Email Address: _____

Compliance Coordinator’s Mailing Address: _____

Designated Compliance Coordinator: _____

Compliance Coordinator’s Telephone Number: _____

Compliance Coordinator’s Email Address: _____

Compliance Coordinator’s Mailing Address: _____

