

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (Agreement) is made by and between *The We Card Program, Inc.* (WEP) and _____ (Client). By executing this Agreement, Client engages WEP, and WEP accepts such engagement by Client, upon the terms and conditions set forth in this Agreement.

1. Services. Upon its engagement with Client, WEP shall conduct random visits to Client's retail stores, offering to purchase e-cigarettes, vaping products, tobacco or alcohol, and assessing Client's store clerks as to whether such clerks ask for photo identification of customers who appear to be under the age of twenty-seven (27) years of age. This service is known as **The We Card CHECK UP Service (Service)**.

2. Term. The term of this Agreement shall be for a period commencing upon the date that Client completely fills out the on-line Service order form located at <http://wecard.org/idcheck-up/> (Order), and provides valid credit card information. If an Order is placed on or before the Fifteenth (15th) of the month, store visits will begin during the month following the month in which the Order is placed. If the Order is placed after the Fifteenth (15th) of the month, store visits will begin in the second month following the date upon which the Order is placed. For example, if Client were to Order the Service on January 16, 2019, service would be provided not later than April 1, 2019.

This Agreement shall end as provided in Section 7 below.

3. Party Duties. In addition to the services described in Section 2, upon entering into an engagement with Client, WEP shall provide to Client written employee notices describing the **We Card ID CHECK UP Service**. Client agrees to post such notices in locations in Client's store where employees are likely to see such materials.

WEP will, prior to commencing the Service, send a confirmation of the Order via e-mail to the Client at the e-mail address provided by Client in the Order.

Client agrees that by placing an Order, Client agrees to engage WEP for a minimum of one visit per month for three (3) months.

Client acknowledges that every Order is store specific. Once an Order is placed, WEP will provide site visits to the store identified in the Order. If the Client would like to change store locations within the same locality, Client must deliver written instructions to WEP specifying the new store location not less than thirty (30) days prior to the first day of the month in which the change is to be made.

4. Compensation. In consideration of the services rendered by WEP under this Agreement, Client shall pay WEP Twenty-Six Dollars (\$28.00) per site visit. WEP will bill Client's credit card number provided in the Order, for the first three site visits (totaling \$84.00) when the Order is submitted. Thereafter, payments shall be collected by WEP through the credit card number provided in the Order at the end of each month in which service is provided.

5. Records and Results. WEP shall, in the course of providing its Service, gather and maintain records and data concerning the results of the identification check ups performed by WEP for Client. WEP shall, as part of its Service, provide a monthly visit summary of such records and data to Client during the performance of, and upon the completion of performing, this Agreement. WEP shall provide access to such information to Client on a secure web page maintained by WEP, and available only to a person previously designated by Client, and to WEP staff.

6. Acknowledgements. (a) The Parties acknowledge that WEP is a contractor of Client, and that WEP and its officers, employees and agents are not employees of Client. (b) The parties acknowledge that participation in **The We Card ID CHECK-UP Service** in no way releases the Client, or any store owner, manager, employee or agent, of any responsibility that they may have under local, state or federal law.

7. Termination. This Agreement may be terminated by mutual written agreement of the parties at any time, or unilaterally upon thirty (30) days prior to written notice by one party to the other. In the case of a unilateral termination provided in writing, such termination shall be effective upon the first day of the month following the 30 day termination notice period. For example, if Client were to deliver to WEP a termination notice on February 15, 2019, termination would take effect April 1, 2019.

Upon termination, WEP shall be entitled to receive any and all payments due for the months preceding the effective date of termination.

8. Notice. Any notice required by this Agreement shall be sufficient if in writing, and sent by e-mail, or by certified or registered mail, return receipt requested, postage pre-paid, to the following addresses, or to such other addresses as a Party may designate in writing.

For the WEP:

We Card ID CHECK-UP
The We Card Program, Inc.
PO Box 5438
Arlington, VA 22205
Email: customerservice@idcheck-up.org

For Client:

9. Amendment. This Agreement contains the entire agreement of the Parties. No change or modification to this Agreement shall be valid or binding unless it is in writing and signed by the Party intended to be bound.

10. Governing Law. This Agreement shall be construed under and governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date specified below their signature.

WEP

CLIENT

We Card ID CHECK-UP
We Card Program, Inc.

Dated: 08/31/2021

Dated: 08/31/2021