

Non-Exclusive Revocable License Agreement

THIS AGREEMENT is entered into on _____, 20__, by and between Mountain States Enterprises, Inc., DBA Treasure Tower Rewards (“TTR”) a Utah corporation having its principal place of business at 2569 W. 9545 S., South Jordan, UT 84095 and _____ having a principle place of business at _____ (“Licensee”).

RECITALS

WHEREAS, TTR owns any and all rights in and to the Treasure Tower concept, idea, and machines (hereinafter referred to as “Treasure Tower”); and

WHEREAS, Licensee is an independent business that desires to purchase and market Treasure Tower concept and products; and

WHEREAS, in accordance with the terms and conditions of the Agreement, TTR desires to provide a non-exclusive revocable license and Licensee desires to purchase and market Treasure Tower concepts and ideas and place Treasure Tower machines at various locations (“Location”); and

WHEREAS, TTR desires to protect the ownership and confidentiality of its products and trade secrets and Licensee is agreeable to such protection.

NOW, THEREFORE, in view of the foregoing recitals, which are incorporated as a part of this Agreement, and in consideration of the mutual covenants contained herein and of the mutual benefits to be derived hereunder, the parties agree as follows:

ARTICLE I

DEFINITIONS

The following definitions shall apply to this Agreement and all Exhibits hereto:

1.1 Agreement. Agreement as used herein shall be defined as this Non-Exclusive Revocable License Agreement entered into between the Licensee and TTR. The prices, fees, or terms and conditions of this Agreement may be changed at any time at the sole discretion of TTR. TTR will post notice of any changes to the Agreement on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category. The Agreement posted in the Level 2 section of the TTR Business Owner website at www.TreasureTower.net replaces any previous version signed by the Licensee.

1.2 Location Agreement. The Location Agreement is a required form that the Licensee and the Location must fill out and sign when a Treasure Tower machine is being placed in a Location. The Location Agreement must include all information contained in one of the Location Agreements located in the “Downloads” category under the “Forms” link of the On-Line Owners Manual. Alterations may be made if approved by TTR in writing.

1.3 Location Log. Is that area of the Business Owner’s section of the www.TreasureTower.net web site where Licensee is required to keep a current record of all Treasure Tower locations including name of location, city, state, zip code, phone number, placement date and the removal date if and when a Treasure Tower is removed.

1.4 On-Line Owner’s Manual. Is that publication produced by TTR and which makes up the Business Owner’s section at www.TreasureTower.net. The On-Line Owner’s Manual contains any updated or new additional information or forms supplied by TTR and contains the most up-to-date TTR marketing literature and information. The On-Line Owner’s Manual will be changed from time to time by TTR at TTR’s sole discretion.

1.5 Package. Package shall be defined as a group of Treasure Tower machines associated with a pricing discount as determined and explained in the Pricing Schedule as defined below. Currently there are three packages (Package A, B and C). TTR may edit or alter the packages at TTR’s sole discretion at any time.

1.6 Pricing Schedule. The Pricing Schedule outlines the current pricing for Packages of Treasure Tower machines. It explains the schedule for receiving discounted pricing based upon the number of cumulative machines purchased from TTR. The Pricing Schedule may be changed at any time at the sole discretion of TTR as production costs increase. TTR will post notice of any changes to the Pricing Schedule on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category. The Licensee is subject to the most current Pricing Schedule posted in the Level 2 section of the TTR Business Owner website at www.TreasureTower.net which replaces any previous version agreed to by the Licensee.

1.7 Removal Agreement. The Removal Agreement is a form the Licensee and the Location fill out and sign when a Treasure Tower is being removed from a Location. The Removal Agreement may be altered by Licensee if approved in writing by TTR.

1.8 Super Patient Award Tokens. These are tokens that must only be distributed in a medical or dental type location.

1.9 Super Student Award Tokens. These are tokens that must only be distributed in an education type location.

1.10 Treasure Tower Award Tokens. These are tokens that must only be distributed in connection with a reward/incentive program in any location other than in a dental, medical or education type location.

ARTICLE II

ASSIGNMENT OF NON-EXCLUSIVE REVOCABLE LICENSE

Upon execution of this Non-Exclusive Revocable License Agreement by both parties, TTR hereby grants, conveys and assigns a non-exclusive revocable license to purchase and market the Treasure Tower products and ideas, according to the following conditions and limitations:

2.1. Purchase of Treasure Tower Machines. Licensee shall purchase a minimum of one Package of Treasure Tower machines at the prices set forth on the most recent Pricing Schedule at Exhibit “A”, which is attached hereto and incorporated by reference. As production costs increase, the Pricing Schedule may be changed at any time at the sole discretion of TTR. TTR will post notice of any changes to the Pricing Schedule on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category. The Licensee is subject to the most current Pricing Schedule posted in the Level 2 section of the TTR Business Owner website at www.TreasureTower.net which replaces any previous version agreed to by the Licensee. The cumulative total for discounted pricing outlined in the Pricing Schedule only applies to Treasure Towers purchased directly from TTR. The cumulative total does not include Treasure Towers purchased from another Licensee.

2.2 Reward/Incentive Program. Licensee shall only use Treasure Tower machines according to the Reward/Incentive Program established by TTR and attached hereto as Exhibit “B”, which is incorporated herein by reference. Treasure Tower machines may never be placed in any location unless used in connection with TTR’s Reward/Incentive Program utilizing TTR’s tokens.

2.3 Locations. Licensee may only place Treasure Tower machines in schools, dental offices, medical offices, banks, hotels, hair salons, restaurants, veterinary clinics, and photography studios. Any other location must be approved by TTR in writing.

2.4. Tokens. Licensee shall only allow tokens supplied by TTR to be used in any Treasure Tower machine according to the Reward/Incentive Program contained at Exhibit “B”. Licensee must purchase any and all tokens for use in Treasure Tower machines from TTR at the prices established by TTR. The duplication or obtaining of tokens from any other source is specifically prohibited and shall constitute an immediate breach of this Agreement and may further constitute a violation of the U.S. Millennium Copyright Act. Locations receive a minimum allotment of up to 200 tokens per month for \$50 a month. If more than 200 tokens per month are needed, additional tokens may be sold for 25 cents per token or \$10 per roll of 40 tokens. The cost for tokens may change at any time at the sole discretion of TTR. TTR will post notice of any changes to the cost for tokens on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category.

Licensee agrees to only use Super Student Award tokens in education type Locations, Super Patient Award tokens in dental/medical type Locations, and Treasure Tower Award tokens in all other Locations. Said education type locations and dental or medical type locations are to be determined at the sole discretion of TTR.

2.5. Products Distributed. All products to be distributed in the Treasure Tower machines shall be items obtained from TTR's preferred suppliers as recommended by TTR in the On-Line Owner's Manual located at "Toy Suppliers" or from any other supplier as long as the items are of good quality and have passed CPSC safety testing. Homemade products are not permitted for distribution in the Treasure Tower. Licensee shall only distribute products to Locations who have acquired the Treasure Tower machine and only through said machine. It shall be a breach of this Agreement to sell, distribute or provide products obtained from TTR or any of its suppliers to any individual, person, company, association or other entity in any other way than through a Treasure Tower machine unless otherwise approved by TTR in writing. Licensee may sell to Locations larger toys that will not fit through the Treasure Tower machines as long as their sole purpose is for rewarding children under three years of age and the Location is also using the Treasure Tower Reward Program.

2.6. No Geographic Area. Licensee shall not be restricted by TTR to a geographic area and may place Treasure Tower machines in any area. Notwithstanding the foregoing, Licensee shall not market or place Treasure Tower machines in Salt Lake County, Utah, unless otherwise approved by TTR. TTR shall have absolute discretion as to the number of Licensees placed in any geographic area and will place as many Licensees in any area as it deems necessary to successfully meet the demands of that area.

2.7. Boundaries or Territories. As stated in Paragraph 2.6, TTR does not establish boundaries and/or territories between licensees. If two or more licensees work an area in close proximity to one another, TTR encourages them to enter into a written agreement with one another detailing how the boundaries and/or territories within their area will be divided. An area may be divided amongst licensees using various methods as long as the resulting written agreement is agreeable to all licensees in the area. A copy of the agreement will be supplied to each licensee and TTR. If changes occur to boundaries, territories or how the area is to be divided, an updated agreement will be sent to TTR. Licensee acknowledges that TTR may assign leads or alter locations outside these territory agreements pursuant to provisions 2.9, 2.10 and 2.11.

2.8. Revocation of License. If Licensee breaches any provisions of this Agreement, Licensee's license shall be revoked as set forth in Article VII below. TTR shall notify Licensee of any breach of this Agreement according to Article VI below.

2.9 The Preferred Licensee Program. Licensee may enter the Preferred Licensee Program ("PLP") for \$200 due annually to TTR on November 1st of each year. The PLP entitles the Licensee to the following: receive the current discounted pricing for all toys and Treasure Tower contents obtained from Treasure Tower preferred toy and product suppliers as listed on the Business Owner website at www.TreasureTower.net; listing of the Licensee's name and contact information on the "Locate a Representative" Map located at www.TreasureTowerRewards.com, at no additional charge, enabling leads to contact the Licensee directly; receive leads, at no additional charge, for locations in Licensee's area collected at national conventions, via phone or email or from any other source; receive downloadable and customizable event specific promotional postcards and flyers, at no additional charge, to use for local marketing efforts associated with national conventions and events; be granted access to PLP Licensee on-line group meeting sessions, at no additional charge; and be granted access to the private Treasure Tower Business Owners Facebook Group, at no additional charge. Licensees who choose not to be part of the PLP are not entitled to the above additional benefits. Licensees who are not PLP members will pay regular pricing for toys and products with no additional discounts when purchasing from Treasure Tower preferred toy and product suppliers as listed on the Business Owner website at www.TreasureTower.net. In addition, they will not receive event related postcards and flyers, their contact information will not be listed on the "Locate a Representative" Map at www.TreasureTowerRewards.com, they will not receive leads obtained by TTR from any source; they will not have access to PLP on-line group meetings; and they will not have access to the private Treasure Tower Business Owner's Facebook Group.

The \$200 collected annually for the PLP will be used to help cover TTR's costs for the following year's national conventions, advertising, marketing, graphic design, and general operating expenses (i.e. providing ongoing customer support, maintaining an expanding all websites, acquiring and signing contracts with preferred suppliers for new products, etc.). TTR shall only distribute leads received from all sources (i.e. conventions, phone requests, internet requests, other Licensees, etc.) free of cost to PLP Licensees. In the case of multiple Licensees residing in the same area, leads will first be given to PLP Licensees regardless of established boundaries or territories as explained in Paragraph 2.7. If there are multiple PLP Licensees in the same area, the lead will be distributed to the Licensee as determined solely by TTR after considering the boundaries or territories established by the Licensees as stated in Paragraph 2.7. In the case there is not a PLP Licensee in an area to accept leads, the leads will be made available to a non PLP Licensee at a cost of \$100 each.

2.10 Conventions, Leads and Referrals. Licensee is encouraged to combine efforts with other area Licensees to participate in local, state and area conventions and advertising. Licensee agrees to share expenses and leads with other participating Licensees resulting from these promotional events. Non-participating Licensees desiring leads from these promotional events may be charged a reasonable fee per lead, determined by the participating Licensees. Copies of leads received at promotional events by Licensees for areas not covered by the participating Licensees shall be forwarded to TTR for distribution consideration unless otherwise directed by TTR. If TTR receives a lead from a Licensee and it determines who may receive the lead, TTR will forward the recipient's name and contact information to the Licensee. The Licensee will be responsible for distributing the lead, following up with the recipient regarding placement and collecting any applicable lead fee.

It is recommended the Licensee follows up with leads and referrals within 5-10 business days from the date the lead or referral is received. If the company, entity or person who provided the lead is aware the Licensee has not contacted the lead within 5-10 days, the said lead provider will notify Licensee and give the Licensee a second opportunity to contact the lead immediately. If the Licensee still does not make contact with the lead within 24 hours, said lead provider may give the lead to a 2nd party Licensee. The lead provider shall notify the Licensee that a 2nd party Licensee now owns the rights to the lead and that the Licensee is not to contact the lead.

2.11 Licensee and TTR Communication with Locations. Licensee agrees to maintain excellent communication with all Locations to ensure they are happy with the service they are receiving. Every effort will be made by Licensee to return calls from Locations within 24 hours. If preferred by Location, Licensee agrees to call prior to servicing to schedule service visits and determine a Location's needs and toy preferences.

TTR has the right to communicate with any and all of Licensee's Locations if TTR becomes aware of any violation of any terms of this Agreement by Licensee or TTR believes that its good name and reputation or intellectual property will be damaged. Locations have the right to contact TTR at any time. If TTR determines a Location is unhappy with Licensee, TTR will encourage the Location to allow the Licensee to remedy the situation. If Licensee does not remedy the Location's concerns or if Location is not willing to work with Licensee in remedying Location's concerns, TTR will refer the Location to the "Locate a Representative" Map located at www.TreasureTowerRewards.com and suggest the Location choose an alternate Licensee in their area. If Licensee has repeated problems in servicing and maintaining the Treasure Tower machines and/or Locations, TTR may exercise its rights under Article VI and Article VII below.

If Location chooses to obtain an alternate Licensee as their service provider, at TTR's request or at the request of the Location, Licensee agrees to remove their Treasure Tower machine from the Location and allow the alternate Licensee to install their machine at no cost. Licensee will have no further contact with the Location. If the removal of the equipment is not performed by the Licensee within 5 business days as requested by the Location or TTR, the Location may have the equipment removed and stored for the Licensee at Licensee's sole cost and expense.

2.12 Service, Maintenance and Supplies. The Treasure Tower machines are to be serviced regularly and kept in excellent working order exclusively by the Licensee or someone directly appointed by the Licensee who is not an employee of a Location. Licensee agrees to provide the highest quality service under the circumstances as determined by TTR. All efforts will be made by the Licensee to ensure a Location does not run out of tokens or that any of the Treasure Tower toy selections become empty. Licensee agrees to never supply a Treasure Tower key to a Location or any individual employed by the Location. A Location should never be allowed or expected to service or maintain a Treasure Tower. Licensee agrees to provide Locations with a customized toy catalog from which Location may select their toys if desired. Licensee agrees to exchange at least one of the least popular reward selections with a new selection at each service visit unless Location requests otherwise.

2.13 Location Agreement. Licensee shall obtain a signed TTR Location Agreement attached hereto as Exhibit "C", which is hereby incorporated by reference, from each Location where a Treasure Tower machine is placed according to the procedures set forth in the Business Owner section of the On-Line Owner's Manual in the "Downloads" category, "Forms" heading, and link entitled "Location Agreement." Alternate Location Agreements provided in the "Downloads" category, "Forms" heading, may be used when appropriate. Licensee must keep a copy of each Location Agreement on file and enter the requested Location information in the Location Log found in the Business Owner section of the www.TreasureTower.net web site within 10 business days of machine placement.

2.14 Location Charges. Licensee shall provide the Treasure Tower machines, canister items and service at no cost to Locations. Licensee covenants to not charge Locations a lease fee, a placement or removal fee, or any other fee except for the charge of \$50 per month for an allotment of up to 200 tokens per month unless written permission is otherwise granted by TTR. If more than 200 tokens are needed monthly by a Location, they may be purchased for 25 cents each. Tokens are to be sold to Locations by the roll with 40 tokens per roll using Treasure Tower token wrappers. Location Charges may change at TTR's sole discretion. If Location Charges change, notice will be posted on the Home Page of the Business Owner website at www.TreasureTower.net and archived under the "License Agreement Updates" Category.

2.15 Header Cards, Decals and Labels. Licensee shall use quality header cards as found in the On-Line Owner's Manual, "Downloads" category, and "Header Cards" link. Header cards should correspond to the product in the canister and must contain the standard choking hazard warning contained at Exhibit "D", attached hereto and hereby incorporated by reference. Licensee will maintain four Treasure Tower logo decals on each Treasure Tower machine as well as appropriate token labels in each canister.

2.16 Removal of Treasure Tower Machine. Licensee shall never remove a Treasure Tower machine from a Location for monetary reasons as long as the Location is paying the minimum amount of \$50 monthly for an allotment of up to 200 tokens as stated in the signed Location Agreement. If a Location is not paying their \$50 monthly for their token allotment, as a courtesy, the Licensee should provide the Locations two weeks notice prior to removing a Treasure Tower machine so as to allow them time to obtain other rewards. If a Location is allowing mistreatment of the machine or other extenuating circumstances exist, the Treasure Tower may be removed without written notice at any time.

If a Treasure Tower machine is removed from a Location, Licensee agrees to enter the removal date in the Location Log and completely fill out a Removal Agreement, as found in the On-Line Owner's Manual, "Downloads" category, "Forms" heading and "Removal Agreement" link and submit a copy to TTR.

2.17 Marketing Materials. If Licensee uses marketing materials provided by TTR, notwithstanding the foregoing, Licensee may amend or change TTR's marketing materials only with the prior written approval of TTR. Licensee acknowledges that any changes made to TTR's marketing materials are the property of TTR and may be distributed by TTR at TTR's sole discretion. Any materials compiled or produced by Licensee or Licensee's associates must be reviewed and approved in writing by TTR prior to use by Licensee and may also be used, without restriction, by TTR and/or its other Licensees.

2.18 Cooperation and Non-Compete. Licensee covenants and agrees to not directly or indirectly compete with another Licensee by contacting or soliciting another Licensee's locations. Furthermore, the Licensee will not directly or indirectly contact or solicit any Location which is knowingly negotiating a Location Agreement with another Licensee. If a Location is contacted by two Licensees, the rights to the Location should be secured by the Licensee who first contacted the Location. If a Location is unhappy with their current Licensee, they have the right to ask their current Licensee to remove their Treasure Tower and obtain a Treasure Tower and service from an alternate Licensee of their choosing. If possible, an attempt should be made by both Licensees involved to correct the Location's concerns so as to assist the original Licensee with keeping the account.

2.19 Alternate Service Provider. Licensee shall have 6 months from the date of this Agreement to establish an alternate service provider who is trained and equipped to service Licensee's Locations in the event the Licensee is unable or unavailable to provide service. The Alternate Service Provider must have a spare key, access to token and toy inventory, an updated list of Licensee's Locations and be trained on how to service, troubleshoot and maintain a Treasure Tower.

2.20 Referral Bonus. If Licensee refers a party to TTR who purchases a first-time package A, B or C of Treasure Tower machines, Licensee will receive a one-time referral bonus of one (1) free Treasure Tower machine with free shipping and handling.

ARTICLE III

NON-COMPETITION

3.1 Acknowledgement of Proprietary Rights. Licensee hereby acknowledges that TTR has the exclusive rights to the Treasure Tower trademark and intellectual property, including but not limited to any and all trademark and intellectual property associated with Treasure Tower machines, and that TTR has collected and established an extensive list of customers, toy and product suppliers, best selling toys, toy cost sheets, developed data bases, spreadsheets, methods, training materials, manufacturer information, customized use of computer software and other methods, references and other information relating to job costing, job accounting, scheduling, and the providing of such services for customers, and other various and sensitive types of information, including Licensee information, and other information about TTR's business and its markets (herein collectively referred to as the "Protected Information"). Licensee further acknowledges that the Protected Information or other confidential information which may come into the possession of Licensee are proprietary information of TTR, that they must be kept private, and that they may not be copied or communicated to any third party without express authority from TTR. While TTR acknowledges that TTR distributes certain information comprised of customer names and addresses from time to time, that TTR provides training and allows Licensee to use special computer software and programs, and that TTR allows other use of the Protected Information, it is acknowledged by Licensee that such distribution is made only with the knowledge and consent of TTR and only for the specified purposes of conducting business for TTR.

Licensee and TTR acknowledge that there may be other trade secrets, processes or know-how developed by TTR or by Licensee in exercise of Licensee's license granted herein. Licensee agrees that all such information shall be confidential and proprietary property belonging to TTR.

3.2 Covenant not to Disclose. During the period of this Agreement and at all times thereafter, regardless of the basis for termination, Licensee covenants and agrees that Licensee will not disclose, divulge or communicate to any person or entity, for any purpose or reason whatsoever, any confidential information or trade secrets of TTR, including without limitation, the Protected Information, and other technical data. Licensee shall not, after termination of this Agreement, retain any copies of the Protected Information or other confidential information and shall either destroy any such information or return it to TTR.

3.3 Covenants not to Compete.

A. No Competition. During the term of this Agreement and for a period of three (3) years thereafter, Licensee agrees that within the geographical area of the United States of America and Canada, Licensee will not directly or indirectly engage in, assist, perform services for, establish or open, or have any material interest in (5% or more) any firm, or entity (whether as a Licensee, officer, director, agent, consultant or otherwise) that engages in any activity which is the same as, similar to or competitive with the business of TTR, including any sales, research, development, or marketing, where TTR, at the time of Licensee's termination, was engaged in the sales, research, development, or marketing and/or providing of the same or similar services and/or products.

This covenant shall not be construed as restricting Licensee's right to own or hold shares in any company or business entity wherein Licensee's ownership is not so significant that Licensee participates in any way in the management of such business entity and which compete in the manner described above.

B. No Contact or Solicitation. Licensee covenants and agrees that during the term of this Agreement and for a period of three (3) years thereafter, Licensee will not directly or indirectly (whether as a Licensee, officer, director, agent, consultant or otherwise) contact or solicit any customer or former customers of TTR nor any other referring sources for customers used by TTR, for any purpose which is the same as, similar to or competitive with the business of TTR, including any sales, research, development, or marketing, where TTR, at the time of Licensee's termination, was engaged in the sales, research, development, or marketing and/or providing of the same or similar services and/or products, regardless of geographical area. Licensee will not directly or indirectly induce or attempt to induce any customer, former customer or professional references and referral sources of TTR to reduce the level of business with or to cease or refrain from doing business with TTR, or in any way to interfere or attempt to interfere with business or professional relationships between TTR, its affiliates and any such persons.

C. No Services for Customers. Licensee covenants and agrees that during the term of this Agreement and for a period of three (3) years thereafter, Licensee will not directly or indirectly (whether as a Licensee, officer, director, agent, consultant or otherwise) become employed with, provide services for, or consult with any customer or former customer of TTR or family members of such customer or with any professional referral source of TTR, where the purpose of such employment, services or consultation is to provide services or sales which are similar to or competitive with the services of TTR by Licensee to such customer or former customer; nor will Licensee otherwise engage in the providing of services which are similar to or competitive with TTR to any customer or former customer of TTR.

D. No Solicitation. Licensee covenants and agrees that during the term of this Agreement and for a period of three (3) years thereafter, Licensee will not directly or indirectly (whether as an Licensee, officer, director, agent, consultant or otherwise) induce or attempt to induce, proselyte, or hire for any purpose any of the employees agents or licensees of TTR, and shall not attempt to alienate any such persons from TTR, or otherwise attempt to interfere with the relationship between TTR and any such persons.

3.4 Breach. The parties hereto recognize that irreparable injury will result to TTR, its business and property in the event of a breach of this Agreement by Licensee, and that this Agreement is an inducement to TTR to grant a license to Licensee. It is hereby agreed that in the event of breach, TTR shall be entitled, in addition to any other remedies and damages available, to an injunction to restrain the violation thereof by Licensee, Licensee's partners, agents, employers, and Licensees, and all other persons acting for or in concert with Licensee. No action hereunder by TTR shall constitute an election by TTR to forego other remedies and TTR shall have the right to assert other claims and remedies, including all other remedies available at equity or law.

Licensee represents and admits that in the event of termination of this Agreement for any cause whatsoever, and in the event of the restraint of Licensee's activities pursuant to the remedies granted herein, Licensee's experiences and capabilities are

such that Licensee can obtain employment in the business engaged in other lines and/or of a different nature or in other geographic areas, and that the enforcement of a remedy by way of injunction will not prevent Licensee from earning a livelihood.

ARTICLE IV

RELOCATION OF LICENSEE

If the Licensee changes residence and desires to relocate its Treasure Tower machines, before the relocation occurs, the Licensee agrees to try to sell their Locations to another Licensee as approved by TTR. If a buyer is arranged, it is required that machines not be removed from Locations until the buyer can arrange to place Treasure Tower machines in each Location. If a buyer is not attainable, as a courtesy, Licensee shall give Location two (2) weeks prior written notice of Treasure Tower machine removal thus allowing Locations time to make other arrangements. Licensee shall also have the option to sell their locations and machines at fair market value to another Licensee as approved by TTR in writing. Licensee agrees to keep TTR informed of any relocation plans or potential changes to Treasure Tower ownership and update their Location Log accordingly.

Upon relocating, Licensee may purchase additional Treasure Tower machines to place in their new area based on the cumulative discount explained in the Exhibit "A". If Licensee wishes to keep their original area after relocating, Licensee may appoint a third party to service and manage the Treasure Tower machines and Locations in Licensee's absence.

ARTICLE V

RESALE OF EQUIPMENT AND LOCATIONS

If Licensee desires to sell its Treasure Tower machines, other equipment, tokens and/or Locations, Licensee is required to first contact TTR in writing to inquire after any prospective buyers of whom TTR is aware. If Licensee sells its Treasure Tower machines to the referral provided by TTR, Licensee agrees to pay TTR 10% of the total selling price of the Treasure Tower machines, other equipment, tokens and/or Locations. If TTR does not have any prospective buyers to purchase Licensee's Treasure Tower machines, it is the final responsibility of the Licensee to find a buyer for Licensee's Treasure Tower machines, equipment, tokens, and /or Locations.

If Licensee desires to sell any equipment and/or Locations, Licensee must first instruct any interested purchaser, as well as any associates or designated representative of the interested purchaser, to obtain a user name and password from TTR's web site at www.TreasureTower.net so as to protect TTR's Trademark and confidentiality.

Licensee may only sell their Treasure Towers to individuals that agree to abide by all the terms and conditions of TTR's most current Non-Exclusive Revocable License Agreement and that are approved by TTR which shall not be unreasonably withheld. Treasure Towers may not be sold by Licensee to individuals, dentists, doctors, schools, businesses or individuals for their personal use. TTR will arrange to obtain a signed Non-Exclusive Revocable License Agreement from the pending purchaser along with a signed License Agreement Addendum B page. TTR will return a copy of the Agreement and Addendum B page including TTR's signature to the Licensee so as to finalize the sale. Licensee agrees that no equipment or Locations shall transfer to the pending purchaser until TTR returns to purchaser a copy of the Non-Exclusive Revocable License Agreement and Addendum B page including TTR's signature. The selling Licensee will also supply TTR with a copy of the Bill of Sale as well as a Promissory Note when applicable.

All warranties shall only apply to the initial purchaser; however, TTR will continue to provide customer support to any subsequent purchaser of all Treasure Tower machines. A Licensee's cumulative total does not include any Treasure Towers purchased from another Licensee. Only Treasure Towers purchased directly from TTR will be calculated into a Licensee's cumulative total for pricing discount purposes.

ARTICLE VI

NOTICE OF BREACH

Any and all reports of contract violations will be investigated by TTR, and TTR will notify Licensee of any breach in writing. Said notice shall contain the breach, the actions necessary to cure the breach, and the time in which to cure the breach. If the Licensee fails to take the necessary actions to cure the breach as outlined in the notice and within the time specified in the notice, Licensee shall be in breach of this Agreement and TTR may take any of the steps outlined in Article VII below.

ARTICLE VII

TERMINATION OF LICENSE

If TTR determines that Licensee is in breach of any provision of this Agreement, including but not limited to violation of the Non-Compete provisions therein, TTR may revoke this License, and Licensee shall be denied access to TTR's On-Line Owner's Web Site. All discounts arranged with product suppliers by TTR for TTR Licensees shall no longer apply and Licensee shall be bound by the non-compete provisions contained above. Upon revocation of License hereunder, Licensee shall return any and all confidential information and shall remove all Treasure Tower machines within 30 days of the date that TTR notifies Licensee of revocation.

Notwithstanding the foregoing, Licensee may sell Treasure Tower machines to third parties as outlined in Article V above. Licensee may sell the Treasure Tower machines and tokens to TTR, at TTR's discretion, for an agreed price of 50% of original purchase price, including discounts, of said Treasure Tower machines and tokens less cost for any replacement parts or repairs needed. If Licensee sells the Treasure Tower machines under this Article VII, said purchase price shall be delivered to Licensee upon Licensee paying any and all shipping costs and TTR's physical inspection and approval of the Treasure Tower machines and tokens by TTR.

ARTICLE VIII

FINANCING

It is the sole responsibility of the Licensee to arrange any and all financing for the purchase of any Treasure Towers, equipment or tokens from TTR. Any and all goods purchased by Licensee shall only be shipped once it has been paid for in full. Licensee acknowledges that TTR does not make any income guarantees or average income representations. The Licensee is an independent business owner and accepts full responsibility for the placement of machines purchased as well as for the level of success and income achieved.

ARTICLE IX

INDEMNIFICATION

Both parties shall indemnify, defend and hold harmless the other, its agents and employees from any and all claims, demands, damages, judgments, losses, liabilities and costs, including reasonable attorneys' fees arising from or in connection with any claims caused by the acts or omissions of the party or its employees, agents or customers, or from any breach of this Agreement.

ARTICLE X

RELATIONSHIP

The parties expressly intend, agree and understand that the relationship between them created by this Agreement is that of business owner-Licensee, and does not constitute a hiring by either party. Licensee is not and shall not be an employee, partner or joint venturer of TTR. Licensee shall not be treated as an employee of TTR for federal or state tax purposes, unemployment or disability benefits, or for any other withholding tax or insurance purposes. Licensee represents to TTR that Licensee holds itself out as an independent business owner to other firms and companies, and will continue to do so during the term of this Agreement and thereafter. Licensee shall have no authority to bind TTR to any contract or agreement unless expressly agreed to in writing. Licensee shall file all tax returns, forms and filings as may be required for payment of federal, state and municipal income taxes as an independent business owner and not as an employee of TTR.

ARTICLE XI

CONDUCT

The conduct and control of the Services to be performed by Licensee under this Agreement shall lie solely with Licensee. Licensee shall perform the Services in accordance with currently approved methods and ethical standards applicable

to the performance of the Services in consultation with TTR and as referenced in Paragraph 2.12. Licensee's conduct will be in a manner which will further the interests of TTR and so as to enhance the image and reputation of TTR. In performing its Services, Licensee shall observe all applicable laws, rules and ordinances applicable thereto.

ARTICLE XII

NOTICE

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally, sent by e-mail, or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses or to such other address as either party to this Agreement shall specify by notice to the other:

If to TTR:

Treasure Tower Rewards
2569 W. 9545 South
South Jordan, UT 84095
E-mail: CustomerSupport@TreasureTowerRewards.com
Phone: 801-254-6006

If to Licensee:

E-mail Address: _____
Phone: _____ Alt. Phone: _____

In the event TTR needs to contact Licensee but is unable to do so using the above addresses or phone numbers, Licensee gives permission for TTR to contact the following alternate emergency contact:

Emergency Contact:

E-mail Address: _____
Phone: _____ Alt. Phone: _____

ARTICLE XIII

MISCELLANEOUS

13.1 Attorneys' Fees. In the event either party shall commence any arbitration, action or proceeding against the other party by reason of any breach or claimed breach in the performance of this Agreement, or to see a judicial declaration of rights hereunder, the prevailing party in such action, as determined by the court or arbitrator, shall be entitled to recover reasonable costs, including but not limited to attorneys' fees, court costs, expert fees and costs of discovery, whether incurred before or after judgement.

13.2 Assignability. The Licensee may not assign or transfer any of its rights or duties under this Agreement without the prior written consent of TTR.

13.3 Governing Law/Jurisdiction. This Agreement shall be governed and constructed in accordance with the laws of the State of Utah, without reference to its conflicts of law provisions. If any part of this Agreement violates applicable law, that part of the Agreement shall be deemed to be amended to the extent necessary to comply with the law. Any and all dispute

resolution or legal action shall be commenced either in arbitration conducted in Salt Lake County, State of Utah, or shall be commenced in The Third District Court in and for Salt Lake County, State of Utah, and by signing this Agreement Licensee, personally and on behalf of any entity, specifically submits to said jurisdiction.

13.4 Entire Agreement. This Agreement constitutes the entire agreement between TTR and Licensee and supersedes any prior agreement or understanding, written or oral. Except as provided herein, this Agreement may not be varied, amended or supplemented except in writing and properly executed by both parties. Notwithstanding the above, prices, fees or terms and conditions of this Agreement may be changed at any time at the sole discretion of TTR. TTR will post notice of any changes to the Agreement on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category. The Agreement posted in the Level 2 section of the TTR Business Owner website at www.TreasureTower.net replaces any previous version signed by the Licensee.

13.5 Severability. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

13.6 Cumulative Rights. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

13.7 Waiver. No covenant, term or condition of this Agreement or breach thereof shall be deemed waived unless the waiver is in writing, signed by the party against whom enforcement is sought, and any waiver shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition

13.8 Headings. The headings of articles and sections used in this Agreement are for convenience only and are not part of its operative language.

13.9 Force Majure. Neither party shall be liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any cause beyond its control.

13.10 Termination of any Prior Agreement. Parties mutually agree to terminate the Treasure Tower Vendor Agreement between Mountain States Enterprise, Inc., DBA Treasure Tower Rewards and Licensee, formerly referred to as Vendor, dated _____ which Vendor Agreement has no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TTR:
Mountain States Enterprises, Inc.
DBA Treasure Tower Rewards

By: _____
Kathy J. Ruggiero
Its President

LICENSEE:

(please print company name if applicable)

By: _____
(signature)

(name – please print)

(title)

By: _____
(additional signature if applicable)

(name – please print)

(title)

EXHIBIT A

Pricing Schedule

The prices listed below reflect the current pricing for Packages of Treasure Tower machines. It explains the schedule for receiving discounted pricing based upon the number of cumulative machines purchased from TTR. The Pricing Schedule may be changed at any time at the sole discretion of TTR as production costs increase. The Licensee is subject to the most current Pricing Schedule posted in the Level 2 section of the TTR Business Owner website at www.TreasureTower.net which replaces any previous version agreed to by the Licensee.

Note: All Pricing Below is for Regular Treasure Towers (with 4 large canisters on top and 4 small canisters on the bottom). Super Treasure Towers (with 4 large canisters on both top and bottom) cost an additional \$20.00 per machine.

Package A

Buy 8 TT's @ \$812.00/each.....Total Cost = \$ 6,496.00
Average Cost per Treasure Tower = \$ 812.00

The 9th through the 15th Treasure Tower will cost \$812.00 each (no time restraints).

****Bonus Offer:** Buy 5 more TT's @ \$812.00 each within 6 months & GET 2 FREE

Total Cost for Package A plus BONUS = \$10,556.00

Average Cost per Treasure Tower w/2 FREE = \$ 703.73

The 16th through the 36th Treasure Tower will cost \$649.60 each and the 37th Treasure Tower and all those purchased thereafter will be reduced in price to \$586.44 each.

Package B

Buy 12 TT's @ \$812.00/each and **GET 3 FREE**Total Cost = \$9,744.00
Average Cost per Treasure Tower = \$ 649.60

The 16th through the 36th Treasure Tower will cost \$649.60 each and the 37th Treasure Tower and all those purchased thereafter will be reduced in price to \$586.44 each.

Package C

Buy 26 TT's @ \$812.00/ each and **GET 10 FREE**.....Total Cost = \$21,112.00
Average Cost per Treasure Tower = \$ 586.44

All Treasure Towers purchased after buying a full Package C will be priced at \$586.44 each.

Pricing discounts listed above are based upon the cumulative total of Treasure Towers purchased directly from TTR. This total includes free machines only when received as part of an initial package purchase. It does not include any free machines received for referral bonuses or for any other reason. Treasure Towers purchased from other Licensees do not count toward the cumulative total.

Once a package has been purchased, additional Treasure Towers may be purchased in any quantity at a cost per machine relative to the cumulative number of machines acquired. As more Treasure Towers are purchased, equipment will be discounted accordingly. For example, if Licensee starts with a Package B of 15 Treasure Towers, the average cost per machine is \$649.60. If the Licensee thereafter purchased one Treasure Tower at a time, they would each cost \$649.60 (plus shipping) until the Licensee's cumulative total reached 36 machines. The 37th machine would then only cost \$586.44. No matter how many machines Licensee accumulates, the lowest price is at the Package C level of \$586.44 per machine.

Shipping and handling charges will be added to all Treasure Tower purchases. Pricing is subject to change at TTR's discretion. Treasure Tower tokens, equipment, parts, materials or supplies may be substituted for other Treasure Tower tokens, equipment, parts, materials or supplies but money will not be refunded under any circumstances.

EXHIBIT B

Rewards/Incentives Program

The Treasure Tower Reward/Incentive Program provides a system for awarding patrons of all ages with an age appropriate reward and acts as a means of providing behavior management, positive reinforcement, and patron appreciation in a wide variety of locations.

The Treasure Tower Reward/Incentive Program exclusively uses the Treasure Tower machine to distribute rewards and incentives which include, but are not limited to toys, games, bouncy balls, puzzles, jewelry, coupons for free merchandise and services, and Xylitol Gum & Mints. No other machines or methods are to be used by Licensee to distribute these awards. All rewards/incentives distributed in the Treasure Tower machine must be CPSC (Consumer Product Safety Commission) compliant and have passed required safety testing.

The Treasure Tower machines are owned and operated under a License Agreement by independent Treasure Tower Business Owners Licensees who provide the Treasure Tower machines, the rewards/incentives contained therein, and their personal service at no cost to the Location in which the Treasure Tower is placed. The cost for a location to have a free toy filled Treasure Tower, ongoing service and support with a monthly allotment of up to 200 tokens a month is only \$50.¹ If the Location does not use all 200 tokens each month, the cost is still \$50. If the location needs more than 200 tokens a month, additional tokens may be purchased by the Location for 25 cents each. Locations using 200 tokens a month or less receive a service visit from the Licensee at least once every 3 months for a Regular Treasure Tower or at least once every 4 months for a Super Treasure Tower at which time their toys are refilled and their tokens used are replenished. These “minimum” usage accounts are then invoiced for \$150 for a Regular Treasure Tower or \$200 for a Super Treasure Tower. If the Treasure Tower is ever in need of repair, the Licensee will make service visits as often as needed at no additional cost.

The Treasure Tower is only to be placed in Locations agreeing to use the Treasure Tower in connection with the Treasure Tower Reward/Incentive Program using Treasure Tower tokens. Quarters from the general public are also acceptable. Approved locations include schools, dental offices, medical offices, banks, hotels, hair salons, veterinary clinics, restaurants and photography studios. Other locations may be acceptable but must first be approved in writing by TTR. Treasure Towers are never placed in a location strictly to be used as a “vending machine” where product is sold for money.

The Treasure Tower is only serviced and maintained by the Licensee or someone appointed by the Licensee who is not an employee of a Treasure Tower Location. Treasure Tower keys are not to be given to a Location. The Location should never be asked or allowed to service or maintain the Treasure Tower.

Bulk toys should never be supplied to a Location unless the toys are larger toys for the purpose of rewarding children under three years of age and the Location actively uses the Treasure Tower for rewarding children over the age of three.

Super Student Award tokens are to only be used in education type locations, Super Patient tokens are to only be used in dental and medical type locations, and the Treasure Tower Award tokens are to be used in all other locations. Tokens are only to be distributed to Locations when wrapped 40 tokens in a roll using Treasure Tower wrappers. Tokens are never to be distributed to Locations in loose bags

¹ The Location Charges are subject to change at the sole discretion of TTR. Should TTR make any changes or updates to the Location Charges, TTR shall post notice of the changes to Licensee on the Home Page of the Business Owner website at www.TreasureTower.net and the post will be archived under the “License Agreement Updates” Category. The Licensee is subject to the most current Location Charges posted in the License Agreement provisions 2.4, 2.14 and Exhibit B located at the Business Owner website at www.TreasureTower.net which replaces any previous Location Charges agreed to by the Licensee.

EXHIBIT C

Location Agreement

Treasure Tower® Location Agreement

Date of Placement: _____

The Parties of this Location Agreement are:

Treasure Tower® Business Owner:

Location:

Terms and Conditions:

Location hereby agrees to provide space for the placement of one Treasure Tower®. It is mutually agreed that the Treasure Tower® shall remain at the said location as long as it is satisfactory to both parties. Either party may terminate this agreement at any time.

It is understood and agreed by Location that the Treasure Tower® shall remain the property of the Treasure Tower® Business Owner.

Treasure Tower® Business Owner agrees to service the machine on a regular basis and to provide maintenance and repairs as needed.

Location agrees to pay a minimum of \$50 per month for a monthly token allotment of up to 200 tokens. If more than 200 tokens are needed monthly, they may be purchased for 25 cents each or for \$10 per roll of 40 tokens. This amount is subject to change.

In the event this agreement is terminated by either party, all remaining tokens owned by the location will be exchanged for toys from the Treasure Tower®. Money paid for tokens will not be refunded.

Location Authorized by: _____
(Please Print)

Location Signature: _____

Location Accepted by Treasure Tower® Business Owner: _____

If you need service or have any questions, please contact your Treasure Tower® Business Owner listed above.

If you have any questions or suggestions to help make the Treasure Tower Reward Program better, please either contact your Treasure Tower Business Owner as listed above, or contact the Treasure Tower Corporate Headquarters via:

Address: 2569 W. 9545 S.
South Jordan, UT 84095
Phone: 801-254-6006

Website: www.TreasureTowerRewards.com
E-Mail: CustomerSupport@TreasureTowerRewards.com

EXHIBIT D

Choking Hazard Warning

TTR designs all header cards for use in the Treasure Tower and posts them in the Header Card section of the Treasure Tower Business Owner's website at www.TreasureTower.net in the "Downloads" Category where they can easily be downloaded. Licensee must use these header cards which include the large Safety Warning label pictured below and which do not include any of the toy suppliers' names or contact information.

