



# Digital Branch Office Agreement

This Digital Branch Office Agreement ("Agreement") is between you, the undersigned Applicant, and TZT, LLC, a Wyoming limited liability company.

By completing and submitting this Agreement, you hereby apply to be a Digital Branch Office ("DBO"). TZT accepts this Agreement and grants you status as a TZT DBO by creating a computer record of your account. TZT has the right to reject this Agreement for any reason. You must personally review and agree to this Agreement; the Policies and Procedures ("Policies and Procedures"); and the Compensation Plan ("Compensation Plan").

## Terms

1. You understand and agree that as a DBO:
  - you have the right to offer for sale TZT products and services in accordance with the Policies and Procedures;
  - you have the right to refer TranzactCard members or affiliates ("Members" or "TCMs" or "GOs");
  - you have the right to sponsor new DBOs, in accordance with terms of the Policies and Procedures;
  - If qualified, you have the right to earn commissions, grants or bonuses pursuant to the Revenue Plan, as may be amended;
  - you agree to the one-time \$495.00 DBO Purchase;
  - you agree to the monthly \$30.00 DBO marketing fee, \$20 technology fee, and the 10% service fee of all revenues you earn from the Revenue Plan (unless waived or reduced by any TZT promotion);
  - you are a legal resident of the United States of America; and
  - you are at least 18 years of age;
2. You agree to present the TZT Marketing and Revenue Plan and TZT products and services as set forth in official TZT literature, TZT web portal(s), and official TZT notifications.
3. You understand and agree that as a DBO you will:
  - be an independent contractor, and not an employee, agent, partner or legal representative of TZT;
  - **NOT BE TREATED AS AN EMPLOYEE OF TZT FOR YOUR SERVICES OR FOR FEDERAL OR STATE TAX PURPOSES;**
  - have no authority, either expressed or implied, to bind TZT to any obligation;
  - not be granted an exclusive territory;
  - be responsible for paying all applicable local, state, and federal taxes of any kind due from all compensation you earn



as a DBO;

- be responsible for paying the costs of your business including travel, entertainment, office, clerical, legal, equipment, accounting, license fees, insurance premiums, and general expenses, without advances, reimbursements or guarantees from TZT and TranzactCard is not responsible for withholding, and shall not withhold or deduct from your compensation, if any, FICA, or taxes of any kind; and
- be subject to entrepreneurial risk and responsible for all losses that you incur as a DBO.

- 4.** You have carefully read and agree to comply with the Policies and Procedures and the Revenue Plan, both of which are incorporated into and made a part of this Agreement (these three documents shall be collectively referred to as the “Agreement”). In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Policies and Procedures will control. If you have not yet reviewed the Policies and Procedures and/or Revenue Plan at the time you sign this Agreement, you understand that they are in the TZT Back Office. You will review the Policies and Procedures and Revenue Plan within five days from the date on which you sign this Agreement. If you do not agree to the Policies and Procedures or Revenue Plan, your sole recourse is to notify the company and cancel your DBO Agreement. Failure to cancel constitutes your acceptance of the Policies and Procedures and Revenue Plan. You understand that you must be active in good standing, and not in violation of the Agreement, to be eligible for commissions, grants or bonuses from TZT. You understand that the Agreement may be amended at the sole and absolute discretion of TZT, and you agree to abide by all such amendments. Notification of amendments shall be posted to either the TZT website or to the TZT Back Office. Amendments shall become effective 30 days after publication, but any amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of your TZT business or your acceptance of commissions, grants or bonuses after the effective date of any amendment shall constitute your acceptance of any and all amendments.
- 5.** This DBO Agreement will be effective month-to-month or until your account becomes inactive, or TZT terminates your account, as outlined in the Policies and Procedures. In the event of cancellation, termination, or account inactivity, you understand that you will permanently lose all rights as a DBO; you shall not be eligible to sell TZT products and services, nor shall you be eligible to receive commissions, grants, bonuses, or other revenue resulting from the activities of your former Digital Branch Office; you waive all rights you have, including but not limited to property rights, to your former Digital Branch Office and to any commissions, grants, bonuses or other remuneration derived from or through the sales and other activities of your former Digital Branch Office. TZT reserves the right



to terminate all DBO Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. You may cancel this Agreement at any time, and for any reason, upon written notice to TZT at its principal business address or via email to [compliance@tranzactcard.com](mailto:compliance@tranzactcard.com). TZT shall have the right in its sole and absolute discretion not to accept this Agreement or any renewal of it. If terminated, you agree to comply with the Non-Solicitation, Non-Competition, and Confidentiality provisions of the Agreement as set forth in the Policies & Procedures.

6. You may not assign any rights under the Agreement without the prior written consent of TZT. Any attempt to transfer or assign the Agreement without the express written consent of TZT renders the Agreement voidable at the option of TZT and may result in termination of your DBO.
7. You understand that if you fail to comply with the terms of the Agreement, TZT may, at its discretion, impose upon you disciplinary sanctions as set forth in the Policies and Procedures. If you are in breach, default or violation of the Agreement at termination, you shall not be entitled to receive any further commissions, grants or bonuses whether or not the sales have been completed. You agree that TZT may deduct, withhold, set-off, or charge to any form of payment you have previously authorized, any amounts you owe or are indebted to TZT.
8. TZT, its parent or affiliated companies, directors, officers, members, managers, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and you release and hold harmless TZT and its affiliates from, all claims for consequential and exemplary damages for any claim or cause of action relating to the Agreement. You further agree to release and hold harmless TZT and its affiliates from all liability arising from or relating to the promotion or operation of your DBO and any activities related to it (e.g., the presentation of TZT products or Revenue Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agree to indemnify TZT for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that you undertake in operating your DBO.
9. The Agreement, in its current form and as amended by TZT at its discretion, constitutes the entire contract between you and TZT. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.
10. Any waiver by TZT of any breach of the Agreement must be in writing and signed by an authorized officer of TZT. Waiver by TZT of any breach of the Agreement by



you shall not operate or be construed as a waiver of any subsequent breach.

- 11.** This Agreement will be interpreted and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws. In the event of a dispute between a DBO and TZT arising from or relating to the Agreement, or the rights and obligations of either party, the parties shall attempt in good faith to resolve the dispute through non binding mediation as more fully described in the Policies and Procedures. TZT shall not be obligated to engage in mediation as a prerequisite to disciplinary action against a DBO. If the parties are unsuccessful in resolving their dispute through mediation, the dispute shall be settled totally and finally by arbitration as more fully described in the Policies and Procedures. You further waive participation in any class-action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding in which someone acts in a representative capacity. You shall not institute or participate in, and the arbitrator shall not have the authority to hear an arbitrable dispute on a class, collective, consolidated, or representative basis, nor shall the arbitrator have the authority to grant class-wide relief, relief on a consolidated basis, or other relief extending beyond the individual claimant. You understand that both you and TZT are waiving your rights to bring (or join, participate, or intervene in) any claim, controversy, or dispute covered by this arbitration provision as a class, collective, or other representative action. If a court of competent jurisdiction determines that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect. If both: (1) the dispute is filed as a class, collective, or representative action; and (2) a court finds the class action waiver, or a portion thereof, unenforceable, then the parties agree that any claims as to which this class action waiver are enforceable shall be resolved by arbitration prior to litigation of the claims to which the class action waiver was deemed unenforceable. The parties agree that the claims to which the class action waiver was deemed unenforceable shall be stayed pending resolution of the claims subject to arbitration.
- 12.** Notwithstanding the foregoing, either party may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights, including but not limited to customer and/or DBO lists as well as other trade secrets, trademarks, trade names, patents, and copyrights. The parties may also seek judicial enforcement of an arbitration award. In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the federal or state courts of Utah, Utah County.
- 13.** LA Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against TZT with jurisdiction and venue as provided by Louisiana law.



14. MT Residents: Should a Montana resident cancel this Agreement within 15 days from the date of enrollment, TZT will refund 100% of the DBO enrollment fee of \$495.
15. If you wish to bring an action against TZT for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against TZT for such act or omission. **You waive all claims that any other statute of limitations applies.**
16. You agree that any breach by you of the Agreement will immediately and irreparably harm TZT and cannot be made whole solely by monetary damages. You agree that the remedy at law for any breach of any provision of the Agreement will be inadequate; and that in addition to any other remedies, in law or in equity it may have, TZT will be entitled, without the necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provision of the Agreement and/or to compel specific performance of the Agreement.
17. You authorize TZT to use your name, photograph, personal story and/or likeness in advertising or promotional materials and waive all claims for remuneration for such use.

You have carefully read the terms and conditions of this Agreement, the Policies and Procedures, and the Compensation Plan, and agree to abide by all terms set forth in these documents. You understand that you have the right to terminate your DBO independent business at any time, with or without reason, by sending written notice to the Company at the company address PO Box 7414, Jackson, Wyoming 82002, or 746 E 1910 S Suite 2 Provo, UT 84606, or by emailing [compliance@tranzactcard.com](mailto:compliance@tranzactcard.com).

By accepting this "Agreement", you certify that you have not been a DBO, or a partner, shareholder, or affiliate of TZT or any other DBO within the past six months. You understand that any intentional misrepresentation of any information you provide on this Agreement may result in action by TZT, up to and including termination of this Agreement.

