

UNIVERSAL POINTS, INC.

PARTICIPATING PROPERTY SERVICE PROVIDER AGREEMENT

This Participating Property Service Provider Agreement (the “Agreement”) is entered into as of _____, 2014 (the “Effective Date”) by and between Universal Points, Inc. (“Universal Points”), a Delaware Corporation, located at 8560 West Sunset Blvd, Suite 500, West Hollywood, CA 90069, and _____ (“Participating Property”), located at _____.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be bound, agree as follows:

1. Loyalty Program: Participating Property retains Universal Points to administer a loyalty rewards program through Universal Points’ proprietary online service (the “Loyalty Program”), as more detailed in the Universal Points Terms of Service located at <http://universalpoints.com/assets/terms.pdf> (the “Terms of Use”), for Participating Property’s guests who are members of the Loyalty Program (“Guests”).

2. Term: This Agreement shall commence on the Effective Date and continue until terminated in accordance with the terms and conditions of this Agreement.

3. Termination: Participating Property may terminate this Agreement at any time, for any reason, upon written notice to Universal Points. Universal Points may terminate this Agreement at any time, for any reason, upon ninety (90) days written notice to Participating Property. Either party may terminate this Agreement immediately upon written notice to the other party in the event the other party breaches any provision of this Agreement (including, without limitation, any failure to make any payments when due hereunder) and fails to cure such breach within fifteen (15) days.

4. Effect of Termination: Upon any termination of this Agreement, Participating Property shall immediately pay Universal Points all Fees (as defined in Section 5 below) due to Universal Points for services rendered by Universal Points in connection with the Loyalty Program up to and including all such services for the full stay of Guests that are checked in at Participating Property on the effective date of termination. Universal Points has the right to notify Guests with future reservations at the Participating Property of the termination of the Universal Points program with respect to the Participating Property as of the termination date to properly set expectations. Sections 4 – 7 shall survive any termination or expiration of this Agreement.

5. Pricing & Fees: Participating Property agrees to pay Universal Points the applicable percentage of the Guests’ Eligible Charges as visually summarized in the table below (and further defined in the Terms of Use), which includes, without limitation, the redemption value of Loyalty Rewards and Universal Points Program Fees (collectively, “Fees”). The terms in the table below have the meanings given to them in this Section 5. “Room Rate” means the amounts that the Participating Property charges a Guest for a room at the Participating Property, but excluding the Ancillary Spend (as defined hereinafter). “Ancillary Spend” means all amounts incurred by a Guest during an Eligible Stay (as defined in the Terms of Use) at the Participating Property for optional amenities, including, without limitation, food, beverages, movies, services and other amenities or charges that are not generally included in the Room Rate by the Participating Property. As used below, “If Property signed up the guest” means that the Guest first enrolled through a direct marketing effort from the Participating Property via a special link or by a Participating Property employee using the agent enrollment functionality. “If Universal Points signed up the guest” (as used in the chart below) applies to all other enrollments.

The Universal Points Program Fees for this hotel reflect an additional ‘Priority Hotel’ discount of 1%, from 3% to 2% and from 4% to 3%, respectively, as shown in the table below. These discounts will be valid for the Participating Property until the termination of this agreement.

Loyalty Rewards	Eligible Charges		% of Eligible Charges
	Room Rate	Ancillary Spend	
If guest signed up before the stay AND booked an Eligible Rate	✓	✓	5%
If guest signed up during the stay		✓	5%

Universal Points Program Fees		% of Eligible Charges	
		Normal Fees	'Priority Hotel' Fees
If Property signed up the guest	For a period of 3 months from the Effective Date*	0%	0%
	Starting from the 4 th month after the Effective Date	3%	2%
If Universal Points signed up the guest		4%	3%

6. Payment Terms: All Fees are exclusive of any applicable taxes. Universal Points will invoice Participating Property monthly for the Fees due under this Agreement. Participating Property agrees to pay all Fees to Universal Points in full within thirty (30) days of each invoice date. Should a good-faith dispute arise with respect to the validity of any particular line item on an invoice, Participating Property shall immediately notify Universal Points of such dispute in writing. The remaining balance excluding the disputed line item(s) shall be due according to the original date of the invoice. Both parties shall work in good faith to resolve any such disputed line items. All line items disputed in good faith shall be due within thirty (30) days of resolving the dispute. For the avoidance of doubt, all line items not disputed in good faith shall be due to Universal Points within thirty (30) days of invoice, and all such amounts not paid when due shall bear interest at a rate of three percent (3%) per month beginning thirty (30) days from the applicable due date.

7. Terms of Service & Privacy Policy; Entire Agreement: The Terms of Use and the Universal Points Privacy Policy available at <http://universalpoints.com/assets/privacy.pdf> are expressly incorporated by reference herein. Any capitalized terms not defined in this Participating Property Service Provider Agreement shall have the meaning give to them in the Terms of Use. This Agreement (including the Terms of Use and Privacy Policy) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives:

UNIVERSAL POINTS:

PARTICIPATING PROPERTY:

Universal Points, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____