

Arch Card® Corporate Sales Terms and Conditions

The McDonald's Arch Card Corporate Sales Terms and Conditions (the "Terms and Conditions") apply to the purchase of McDonald's Arch Cards (the "Arch Cards") through the Arch Card Corporate Sales program (the "Program"). By purchasing Arch Cards through the Program, Purchaser agrees to abide by and be bound by these Terms and Conditions.

Arch Cards

Arch Cards are issued by P2W, Inc. NFP ("P2W") and may be used at any participating McDonald's® restaurants in the United States toward the purchase of McDonald's products. Except as otherwise stated in these Terms and Conditions, Arch Cards are subject to the terms and conditions printed on the Arch Cards. Arch Cards are not subject to any expiration dates or any issuance, activation or dormancy fees. Arch Cards may not be redeemed for cash, check or credit unless required by law. P2W reserves the right to refuse any order of Arch Cards for any reason whatsoever. Arch Cards may not be re-sold or offered for sale by Purchaser without the prior written consent of P2W.

Arch Card Shipments; Risk of Loss

P2W will ship the Arch Cards to Purchaser via P2W's usual shipping method at P2W's expense. Should Purchaser request a different shipping method, Purchaser will be responsible for any additional shipping costs above P2W's usual shipping cost. Arch Cards are inactive when shipped; Purchaser must call P2W following receipt to activate the Arch Cards. P2W shall not be responsible for any lost, stolen or damaged Arch Cards after receipt by Purchaser. Arch Card purchases are not refundable and may not be returned or exchanged.

Use of Arch Cards for Promotional Purposes; Use of McDonald's Trademarks

Any use of Arch Cards for promotional purposes shall be subject to the prior written approval of P2W, and P2W reserves the right to reject any such promotional use for any reason whatsoever. Purchaser will not have the right to use any trademarks, service marks or other intellectual property owned by McDonald's Corporation or its affiliates, including, without limitation, McDonald's®, the Golden Arches logo and Arch Card® (collectively, the "McDonald's Marks"), in any advertising or other materials, without first obtaining the prior written approval of McDonald's (including both Creative and Legal Departments). McDonald's will have the right to approve all advertising and other materials of any kind that contain or incorporate the McDonald's Marks, before such advertising and materials are manufactured, printed, distributed or displayed. Purchaser agrees to affix such copyright and trademark notices as may be reasonably designated by McDonald's on such advertising and other materials.

Representations and Warranties

Purchaser represents and warrants that:

1. it has the full right and legal authority to enter into this agreement and comply with these Terms and Conditions;
2. any and all use of the Arch Cards, including, but not limited to any approved use of the Arch Cards for promotional purposes, will at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances;
3. Purchaser will not distribute Arch Cards in any manner that might reflect negatively on P2W and/or McDonald's, or the goodwill and reputation of McDonald's and the McDonald's Marks and brand; and
4. any advertising or other materials that include the McDonald's Marks will not infringe upon or otherwise violate the intellectual property or other rights of any third party.

Indemnification

Purchaser will defend, indemnify and hold harmless P2W, McDonald's Corporation, its subsidiaries, affiliates and franchisees, and each of their employees, officers and directors from any and all claims, costs, demands, grievances, causes of action, losses, liabilities and expenses (including without limitation court

costs and reasonable attorney's fees) arising out of or relating to any breach or alleged breach by the Purchaser of any of its obligations, representations or warranties hereunder.

Governing Law

These Terms and Conditions will in all respects be construed, interpreted and governed by the laws of the State of Illinois, without regard to the conflicts of law provisions. Purchaser hereby submits to the jurisdiction of the Federal and/or State courts located in the State of Illinois and the County of Cook or Dupage in connection with all suits, actions, proceedings or other disputes related to these Terms and Conditions and/or the purchase and use of the Arch Cards by Purchaser.

Complete Agreement

These Terms and Conditions represent the entire understanding of the parties regarding the subject matter hereof and supersede all prior oral or written agreements and understandings with respect thereto. These Terms and Conditions may not be modified or altered in any manner except by an instrument in writing signed by all parties hereto. The waiver by any party of any of any provision in these Terms and Conditions will not be deemed to constitute a waiver of any other of the provisions herein. The provisions of these Terms and Conditions shall be severable and the invalidity of any provision will not impair the validity of any other provisions. Any purchase orders submitted by Purchaser and accepted by P2W are expressly subject to these Terms and Conditions, and to the extent there is a conflict between these Terms and Conditions and any purchase order submitted by Purchaser, these Terms and Conditions shall control and govern.