

GROUPON MERCHANT AGREEMENT

This Groupon Merchant Agreement, effective as of June 29, 2020 ("**Effective Date**"), is entered into by and between Groupon Merchant Services, LLC a Virginia limited liability company with its principal offices at 600 West Chicago Ave., Suite 400, Chicago, IL 60654 ("**GMS**") and **WHEATON PARK DISTRICT**, with its principal offices at Kristina Nemetz

855 W. Prairie, Wheaton, IL 60187 ("**Merchant**"). This Groupon Merchant Agreement is governed by and subject to the Merchant Terms and Conditions, located at <http://www.grouponworks.com/merchant-terms-and-conditions> ("**Terms and Conditions**"), which together, constitute the "**Agreement**". Capitalized terms not defined herein shall have the meanings assigned to them in the Terms and Conditions. GMS may contract with affiliates or third-parties to fulfill its obligations under this Agreement. As used in the Agreement, the term "Groupon" includes GMS and its affiliates with which GMS contracts to fulfill its obligations under this Agreement.

Merchant wishes to sell its goods and/or services and issue vouchers ("**Vouchers**") that can be purchased through Groupon's service at <http://www.groupon.com> and/or any other websites owned, controlled, or operated by Groupon, and their mobile applications ("**Website**"), or through other platforms or distribution channels owned, controlled, or operated by Groupon, and redeemed for Merchant's goods and/or services. Groupon agrees to promote the Merchant Offering through its advertising and promotional services on behalf of Merchant. In consideration of the mutual covenants of the parties and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

DEAL TERMS 1	
MERCHANT OFFERING	Mini Golf for Two
MAXIMUM NUMBER OF VOUCHERS	2,000
MONTHLY MAXIMUM NUMBER OF VOUCHERS	2,000
FULL OFFER VALUE	\$ 12.00
AMOUNT PAID	\$ 6.00
PROMOTIONAL VALUE	\$ 6.00
PROMOTIONAL VALUE EXPIRATION DATE	3 months from Purchase Date.
REMITTANCE AMOUNT	\$ 3.90
FINE PRINT	Limit 1 per person, may buy 1 additional as gift(s). May be repurchased every 30 days. Please see website for seasonal hours and availability.

DEAL TERMS 2	
MERCHANT OFFERING	Mini Golf for Four
MAXIMUM NUMBER OF VOUCHERS	2,000
MONTHLY MAXIMUM NUMBER OF VOUCHERS	2,000
FULL OFFER VALUE	\$ 24.00
AMOUNT PAID	\$ 12.00
PROMOTIONAL VALUE	\$ 12.00
PROMOTIONAL VALUE EXPIRATION DATE	3 months from Purchase Date.
REMITTANCE AMOUNT	\$ 7.80
FINE PRINT	Limit 1 per person, may buy 1 additional as gift(s). May be repurchased every 30 days. Please see website for seasonal hours and availability.

BUSINESS AND BANKING INFORMATION

Merchant Data On File:
MERCHANT LEGAL NAME: WHEATON PARK DISTRICT
STREET ADDRESS: Kristina Nemetz
855 W. Prairie
CITY: Wheaton
STATE: IL
ZIP/POSTAL CODE: 60187

U.S. FEDERAL TAX ID NUMBER (9-DIGIT EIN/SSN): *****6155

BANK NAME: Wheaton Bank & Trust

CHECKING ACCOUNT NUMBER: *****6803

ROUTING NUMBER: *****5389

Updates:

Contact your Acct. Mgr. or Sales Rep to Update

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NAME
ADDRESS
CITY, STATE ZIP

0123
01-23456789

DATE

PAY TO THE ORDER OF

\$

BANK NAME
ADDRESS
CITY, STATE ZIP

DOLLARS

FOR

0123456789 01234567890123 0123

Bank Routing Number Bank Account Number Check Number

PAYMENT TERMS

Subject to the possible Refund-based adjustments set out below, Groupon shall pay Merchant the Net Remittance Amount (as defined herein) less any Promotional Adjustment (as defined herein) for each Voucher that Merchant redeems and records in its Merchant Center account (or other redemption process as pre-approved by Groupon). The "**Net Remittance Amount**" for each Voucher redeemed and recorded as such in Merchant's Merchant Center account (or other redemption process as pre-approved by Groupon) is the Remittance Amount less the Service Fee (as defined herein). The "**Service Fee**" includes a credit card processing fee and other marketing-related fees and is 4% of the advertised price. Groupon shall process payments to the Merchant twice each month on the dates specified in the Merchant's Merchant Center Account. For the initial payment, Groupon shall pay Merchant for each Voucher recorded as redeemed through the initial payment processing date, and thereafter, Groupon shall pay Merchant for each Voucher recorded as redeemed after the previous payment processing date.

If any payment processing date falls on a holiday or weekend, the payment will be processed on the next business day. If any payment processing date falls within the last 5 business days of the month, the payment will be processed on the first business day of the following month.

Groupon will withhold the Remittance Amount portion of any refund provided by Groupon to a purchaser ("**Refunds**"). If Refunds exceed the total Net Remittance Amount less any Promotional Adjustments (as defined herein) for any payment period or at any time if Refunds exceed the total Net Remittance Amount less any Promotional Adjustments (as defined herein), Groupon may do one or a combination of the following to recover any such deficiency: (a) invoice Merchant for the deficiency, (b) sell additional Vouchers for the Merchant Offering, or (c) offset any future payments due to Merchant under any current or future contract between the parties.

In an effort to incentivize Voucher sales, Merchant authorizes Groupon, at any time and in Groupon's sole discretion, to increase or decrease the Amount Paid for the Merchant Offering (any such effort, "**Promotional Program(s)**"). For each Voucher sold as part of a Promotional Program, the Net Remittance Amount may be adjusted in an amount equal to the percentage increase or decrease in the Amount Paid ("**Promotional Adjustment**"), provided that, any decrease of the Net Remittance Amount will not exceed 20% of the Net Remittance Amount. Promotional Programs include, but are not limited to, the following:

- a. Promotional Codes - A "**Promotional Code**" is a code that purchasers may use, in Groupon's sole discretion, to receive a discount on the Amount Paid for a Merchant Offering.
- b. Price Optimization – "**Price Optimization**" is any change (excluding Promotional Codes) to the Amount Paid for a Merchant Offering.

SIGNATURE

Groupon
MERCHANT SERVICES, LLC.

I am a duly authorized representative of Merchant and my signature confirms Merchant's consent to be bound to this Agreement and the agreements referenced herein, including the Terms and Conditions located at <http://www.grouponworks.com/merchant-terms-and-conditions>.

AGREED AND ACCEPTED BY

Signature: Michael J. Benard

Michael J. Benard (Jul 8, 2020 11:39 CDT)

Date: Jul 8, 2020