



GROUPON MERCHANT AGREEMENT

This Groupon Merchant Agreement, effective as of February 19, 2019 ("**Effective Date**"), is entered into by and between Groupon, Inc. a Delaware corporation with its principal offices at 600 West Chicago Ave., Suite 400, Chicago, IL 60654 ("**Groupon**") 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.

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	\$6 for Mini Golf for Two (\$12 value) , Valid to
MAXIMUM NUMBER OF VOUCHERS	2,000
MONTHLY MAXIMUM NUMBER OF VOUCHERS	200
FULL OFFER VALUE	\$ 12.00
AMOUNT PAID	\$ 6.00
PROMOTIONAL VALUE	\$ 6.00
PROMOTIONAL VALUE EXPIRATION DATE	October 25, 2019
REMITTANCE AMOUNT	\$ 3.90
FINE PRINT	Limit 1 per person, may buy 1 additional as gift(s). May be repurchased every 90 days. Not redeemable until April 1, 2019.

DEAL TERMS 2	
MERCHANT OFFERING	\$12 for Mini Golf for Four (\$24 value)
MAXIMUM NUMBER OF VOUCHERS	2,000
MONTHLY MAXIMUM NUMBER OF VOUCHERS	0
FULL OFFER VALUE	\$ 24.00
AMOUNT PAID	\$ 12.00
PROMOTIONAL VALUE	\$ 12.00
PROMOTIONAL VALUE EXPIRATION DATE	October 25, 2019
REMITTANCE AMOUNT	\$ 7.80
FINE PRINT	Limit 1 per person, may buy 1 additional as gift(s). May be repurchased every 90 days. Not redeemable until April 1, 2019.

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 <small>01-23456789</small>
DATE: _____		
PAY TO THE ORDER OF _____		\$ <input type="text"/>
BANK NAME ADDRESS CITY, STATE ZIP		DOLLARS
FOR _____		
⑆0⑆2345678⑆	0⑆234567890⑆23⑆	0⑆23
Bank Routing Number	Bank Account Number	Check Number

PAYMENT TERMS

Approximately 7 business days after the start of the promotion of the Merchant Offering, and subject to the possible Refund-based adjustments set out below, Groupon shall process an initial payment to Merchant. For the initial payment, Groupon shall pay Merchant 80% of the Net Remittance Amount (as defined herein) less any Promotional Adjustment (as defined herein) for each Voucher sold within the first 7 business days of the promotion. The "**Net Remittance Amount**" for each Voucher sold 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 on the Website. For Vouchers sold after the initial payment processing date, Groupon shall process payment twice each month (as specified in Merchant's Merchant Center Account) to Merchant for 80% of the Net Remittance Amount less any Promotional Adjustment (as defined herein) for each Voucher sold since the last payment processing date. The remaining 20% of the Net Remittance Amount less any Promotional Adjustment (as defined herein) for each Voucher sold will be processed 2 weeks after each Voucher's Promotional Value Expiration 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.

The Remittance Amount portion of any refund provided by Groupon to a purchaser ("**Refunds**") will be deducted from the next payment to Merchant. If Refunds exceed the total Net Remittance Amount less any Promotional Adjustments (as defined herein) for any payment period, 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 that are 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

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 (Feb 25, 2019)

Date: Feb 25, 2019