VENDING MACHINE PLACEMENT & PARTNERSHIP AGREEMENT

Effective Date: This _____ day of _______________***, 20***

Operator: Quick Market24 (Division of **PopichCo Ventures Inc.**)

- **Address:** 48-219 90 Ave SE, Calgary, AB T2J0A3
- **Phone:** 587-222-8292 | **Email:** contact@quickmarket24.com

Location Provider Details:

- **Location Provider (Business Name): ____**
- **Physical Address: ____**

1. Purpose & Equipment Placement

The Location Provider grants the Operator the exclusive right to place, operate, and maintain automated retail equipment at the Premises.

- **Equipment Type: ____**
- **Specific Internal Location: ____**

2. Term & Flexible Termination

- **Initial Term:** This Agreement is locked for an initial firm period of **ninety (90) days** from the Effective Date.
- **Month-to-Month:** Following the initial 90 days, this Agreement automatically converts to a flexible month-to-month arrangement.
- **Termination:** Either party may terminate this Agreement after the 90-day term by providing **thirty (30) days' written notice**. Upon expiration of the notice, the Operator shall have immediate access to cleanly remove all equipment.

3. Equipment Ownership, Care & Access

- **Ownership:** All equipment, kiosks, and inventory remain the 100% exclusive property of the Operator.
- **Operator Duties:** The Operator will manage all stocking, cleaning, payment processing, and hardware/software repairs at no cost.
- **Restrictions:** The Location Provider shall not move, alter, or unplug the equipment without the Operator's prior written consent.
- **Right of Entry:** The Location Provider grants the Operator the irrevocable right to enter the Premises during regular business hours to service, restock, or remove the equipment. In the event of a facility closure, bankruptcy, or property dispute, the Operator retains immediate, unhindered access to reclaim and remove all its property.

4. Utilities, Power & Free Wi-Fi Access

- **Electricity:** The Location Provider shall supply a continuous, standard, dedicated electrical outlet at their own expense.
- **Connectivity (Safety Net):** The Operator utilizes independent cellular data for transactions. However, if the cellular signal is insufficient inside the building, the Location Provider agrees to provide the Operator with **free, stable, and continuous access to the local Wi-Fi network** to ensure uninterrupted credit card processing and remote telemetry monitoring.
- **Fault Reporting:** The Location Provider will immediately notify the Operator of any hardware malfunctions, leaks, or damages.

5. Revenue Share & Commissions ***(Select and complete ONE option below)***

[ ] Option A: Zero-Cost Model – Location Provider receives 0% commission in exchange for providing a free amenity to staff and visitors.

[ ] Option B: Net Profit Share Model – Operator pays the Location Provider **_______**% of **Adjusted Gross Earnings** (total gross sales minus sales taxes, credit card merchant processing fees, cell data fees, and telemetry software fees). Payments are calculated monthly and distributed on the **1st day of each subsequent month via Interac E-Transfer**.

- **Payee E-Transfer Email:____**

6. Liability & Governing Law

The Operator will not hold the Location Provider responsible for machine damage caused by third-party theft, vandalism, or natural disasters. The Operator ensures all units meet Canadian electrical standards. This agreement is governed by the laws of **Alberta, Canada**.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OPERATOR: Quick Market24 (PopichCo Ventures Inc.)

Print Name/Title: ____________________________________

Date: ____

Sign: ____

LOCATION PROVIDER

Print Name/Title: ____________________________________

Date: ____

Sign: ____