

TRIP OF A LIFETIME

Potential Destinations:

Dubai/Maldives

African Safari

Major Sport Event VIP Experience

Includes:

Business Class Airfare for two (2) from the continental United States and double-occupancy lodging in a Luxury Hotel

Shoreline Equity Partners, LLC is pleased to augment our existing cash-based finder fee arrangements with our Trip of a Life Time Program, which offers additional travel incentive rewards detailed below (each, an “Incentive Reward”) to any eligible Participant. Capitalized terms not otherwise defined in this Program have the meaning in Shoreline’s standard form of introducing intermediary Finder Fee Agreement (the “Fee Agreement”).

Basic Eligibility and How to Earn an Incentive Reward

- A. **Eligibility.** Available to individuals who are parties to an executed Fee Agreement (each, a “Participant”). Alternatively, if an entity is an introducing intermediary which would otherwise be eligible to receive an Incentive Reward under the terms and conditions of this Program (if the entity were a natural person), the entity will not receive any reward under this Program but may instead designate one of its employees as the Participant eligible to receive the Incentive Reward.

- B. **Earning an Incentive Reward.** An Incentive Reward will be delivered in addition to, and conditioned upon the Participant actually earning, a Finder Fee with respect to the referral by the Participant to Shoreline of a Target which is a platform acquisition (as determined by Shoreline), purchased by a newly-created Shoreline affiliate. (“Add-on” acquisitions by, or for the benefit of, existing Shoreline portfolio companies will not qualify).

Basic Terms and Conditions – Trip of a Lifetime Program

1. **Conditions.** By participating in the Program, Participants accept and agree to be bound by these terms and conditions, which specifically include complying with all obligations set forth in the Fee Agreement. Participants shall, without notice from Shoreline, cease to be eligible to participate in the Program immediately: (a) upon Participant's breach of, or the termination of, the Fee Agreement (subject, however, to any tail periods thereunder which remain in effect), (b) if either the Program or the delivery of the Incentive Reward is prohibited by, or conflicts in any way with, the internal policies and/or protocols of Participant's employer and/or sponsoring firm and/or (c) if participation in the Program by the Participant and/or travel companion would result in the violation of any law, rule, policy, regulation or self-regulatory rule (including FINRA rules) applicable to the Participant or Shoreline. Any Participant and travel companion must agree that receipt of an Incentive Reward is conditioned on (i) reasonable cooperation with Shoreline in its marketing and promotional efforts, including, but not limited to, the use of photographs, video and testimonials of Participant in such efforts, without any additional compensation, unless prohibited by law and (ii) execution of such releases, consents, tax forms and other documentation as Shoreline may reasonably request at the time. Participant warrants that any information provided in connection with the Program is true and accurate and agrees to be bound by the decisions of Shoreline, pursuant to Section 6, which shall be final and binding in all matters relating to the Program.
2. **Booking/Travel.** Any fees, expenses or transportation not explicitly outlined herein or expressly set forth by Shoreline pursuant to Section 6 will be the sole responsibility of the Participant. Unless otherwise stated, all travel arrangement for Participants must be reserved using Shoreline's selected travel company. A liability release must be executed by Participant and delivered to Shoreline prior to booking any travel arrangements. Air travel will be booked from the airport of Shoreline's choice within seventy-five (75) miles of the home city of Participant and all class of service options and hotel options will be selected by Shoreline in its sole discretion. Any requests for changes to travel plans after booking must be sent to Shoreline for approval and confirmation. If a Participant chooses to change his/her travel arrangements after booking without prior approval from Shoreline, then any additional fees or costs that are incurred will be the sole responsibility of the Participant. All travelers must be 18 years of age or older at the time of travel. One room will be booked per qualifying Incentive Reward, regardless of gender or family association of any travel companion. The number of hotel accommodation nights to be booked for any Incentive Reward will be determined by Shoreline in its sole discretion. Participants may choose to arrive early or extend their stay after the completion of the Incentive Reward but will be responsible for any additional fees (including, but not limited to, any resulting airline ticket transfer fees) and/or any other expenses that are not set forth herein as being included in the Incentive Reward.
3. **Transfer/Cancellation.** If, for any reason, Participant decides to cancel an Incentive Reward after booking, he/she will be directly responsible for any cancellation fees and/or associated resulting costs incurred. Incentive Rewards and companion tickets may not be transferred, assigned or sold. Companion tickets may not be sold. If the Participant elects not to travel for any reason, then the Incentive Reward shall be null and void and no substitutions or transfers will be made. Participants unable or unwilling to use the Incentive Reward will forfeit all rights related thereto and no substitution in the form of cash, compensation or other awards will be considered or given.
4. **Responsibilities of Participant.** Participant agrees that, prior to traveling, he/she will check with his/her medical insurance provider for details on coverage for domestic and international travel. It is required that the Participant and the Participant's travel companion each have appropriate medical insurance for international travel. Shoreline is not responsible for any lost items or any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may occur in connection with the Incentive Reward. Participant is responsible for acquiring all required travel documentation, including complying with any and all passport and/or visa requirements.
5. **No Tax Liabilities; No Tax Minimization Obligation.** Any Participant who receives an Incentive Reward shall be solely liable for all taxes arising out of any Incentive Reward provided to the Participant and the



Participant's travel companion. Each of the Participant and the Participant's travel companion should consult a tax advisor regarding the treatment of the Incentive Reward for tax purposes.

6. Administration. Shoreline shall have the full power and authority to administer the Program, including, but not limited to, the full power and authority to (a) establish, modify, amend, suspend or terminate the Program and/or any Incentive Reward (including the destination of any such Incentive Reward and, without limitation, any arrangements, plans, events, excursions, activities, rules and/or procedures applicable to each) in whole or in part at any time and without notice to Participants, (b) interpret the terms and conditions of the Program and any Incentive Reward made under the Program, (c) determine the rights of any person under the Program, or the meaning of requirements imposed by the terms of the Program and (d) impose such limitations, restrictions and conditions upon, or in connection with, such Incentive Reward as it shall deem appropriate. Participant acknowledges and agrees that, notwithstanding any terms and conditions previously in effect, the terms and conditions of the Program as in effect upon the closing of an applicable Transaction hereunder shall be the terms and conditions applicable to such Participant hereunder. Each action of Shoreline need not be uniform and may be made selectively among Participants, whether or not they are similarly situated. Each action of Shoreline (including each interpretation or other determination of Shoreline) with respect to the Program or any Incentive Reward made under the Program shall be final, binding and conclusive on all persons.
7. Applicable Law. This Program shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware without reference to its conflict of laws provisions. The Program is void where prohibited by law.

Terms and conditions as of September 16, 2019.