

VIP Card Network MERCHANT AGREEMENT

Exhibit A

Standard Terms and Conditions

These standard terms and conditions will apply to and govern the Merchant Agreement between VIP Card Network ("Company") and the Merchant ("Merchant") or the agent/agency on behalf of the Merchant ("Agent") identified on the attached Merchant Agreement. The Merchant Agreement and Standard Terms and Conditions are collectively referred to as the "Agreement". Any terms contained in any form or document of Merchant or Agent that are inconsistent with, different from, or in addition to those in this Agreement are hereby rejected and will have no force or effect. No conditions other than those set forth herein will be binding on Company unless specifically agreed to in writing by Company.

• Non-Program Participant Listing. If this option is checked or indicated on the Merchant Application, you are agreeing to have your business listed in the VIP Card Network Merchant Directory without participation in the VIP Card Network Discount Card Program. Your savings or discounts stated within your listing are available to the general public via coupon and/or stated savings or discounts. You are, in no way, obligated to accept and/or honor the VIP Card and provide the discounts or savings associated with the Card. All the terms and conditions set forth in this Merchant Agreement apply with exception to the Section 2.2, 2.3, 2.4, 2.5, and 2.6. (RESPONSIBILITIES AND DUTIES OF MERCHANT).

1. COMPANY VIP CARD HOLDERS' BENEFITS

The Merchant shall accord all agreed benefits and discounts services for all Company's Cardholders as stated in these agreements attached and signed.

2. RESPONSIBILITIES AND DUTIES OF MERCHANT

The Merchant shall undertake to:

- 2.1 Allow The Company to use your establishment's name and benefit offer in promotional advertising for the Company's Merchant Network
- 2.2 Provide the agreed benefits and discounts to all Company's VIP Cardholders
- 2.3 Inform and familiarise promoters and special event merchants/vendors of the VIP Card Program
- 2.4 Inform and familiarise staff with regards to the VIP Card Network Benefits program
- 2.5 Display "VIP Card Network Cards Welcome Here" decals at all entrances to draw the attention of Company's Cardholders.
- 2.6 Company's Cardholders will have to identify themselves in order to enjoy the benefits and the Merchant shall ensure that the VIP Card shown is within the validity dates. All validity dates are clearly imprinted at the bottom of all VIP Cards. In the event that the Merchant has any doubts on the authenticity of the Card, the latter should contact Company immediately.

- In order to insure that the VIP Card is not abused, we require The Company's Cardholders to show the VIP Card and a Picture ID when seeking a discount at your establishment. If you find a VIP Card is being misused, we ask that you retain the card and notify VIP Card Network as soon as possible. If you or your employees find it uncomfortable to confront someone who is misusing a card, we ask that the name and membership number are noted and E-mailed to CardAbuse@vipcardnetwork.com or Company headquarters be contacted as soon as possible. The VIP Card is a privilege for our members and misuse of this privilege will result in loss of membership and all benefits associated with program. It is the duty of the Merchant to inform Company of any updates, changes, and amendments to the discounts or benefits accorded to the Company Cardholders.

3. RESPONSIBILITIES AND DUTIES OF COMPANY

Company and its parent company, Digital Communities Online, Inc. shall:

- Provide the Merchant with a Listing Package (as requested) (<http://www.vipcardnetwork.com>)
- Publish the Merchant's benefits in its local Merchant Directory which will be made available to all local and international Company's Cardholders
- List the Merchant directory address in newspaper and magazine advertisements
- Mention the Merchant directory address in all relevant Company's publicity materials
- List and publicise the Merchant's benefits and discount via <http://www.vipcardnetwork.com>

4. DISTRIBUTION AGENT FOR VIP CARD NETWORK (OPTIONAL)

Company shall appoint the Merchant as a distribution agent for the Company's VIP Card Program. Application forms and other materials will be supplied to the Merchant to be displayed at the merchant's location. Company shall handle all fulfillment and accord a COMMISSION of \$50.00 for each one year paid VIP Card membership that results from an application submitted to Company through Merchant. Commission will be payable monthly subject to the number of paid memberships transacted.

5. TERM

The word Term shall mean a period of twelve (12) months, unless extended by mutual agreement, expressed in writing. In the event Merchant sells or transfers his/her business, Merchant warrants the successor shall undertake the obligations as set forth herein. In the event of closure of Merchant's business, subject to all applicable securities laws, Merchant shall give Company thirty (30) days written notice prior to such closure. This Merchant Agreement will take effect from the signing of this Agreement and will remain in effect until for a term of twelve (12) months and is automatically renewable after expiration date.

6. RENEWAL

The Agreement will remain in full force and effect for the Term specified in this Agreement. For each term after the first term of this Agreement, this Agreement will be automatically renewed for successive terms ("Renewal Term") at any or all Annual Fee stated on this Agreement, unless the Merchant provides written notice of non-renewal within thirty (30) days prior to the expiration of this Merchant Agreement period or any Renewal Term.

7. DISPLAY AND POSITIONING OF ADVERTISEMENTS ON THE SITE

Company will display any discounts or benefits offered by Merchant ("Advertisements") on the Company Web site ("Site"). As used herein, "impression" means the display of an Advertisement on the Company's Site. All Advertisements will be displayed on a non-exclusive basis. Except as otherwise expressly provided in this Agreement, the positioning of Advertisements on the Site is at the sole discretion of Company. Company reserves the right, at its sole discretion, to redesign or modify the organization, structure, or look of the Site. In the event such redesign or modification affects the placement of Advertisements hereunder, Company will display the Advertisements in a comparable position on the Site, chosen at Company's sole discretion. Except for the Advertisements, Company or its licensors or suppliers retain all rights, title, and interest in and to the Site, including, without limitation, all software, text, graphics, images, photographs, audio and video clips, trademarks, logos, icons, and other materials appearing on the Site.

8. LICENSE

Merchant hereby grants to Company a non-exclusive worldwide license to use, reproduce, distribute, prepare derivative works of, and perform and display (publicly or otherwise) all Advertisements, all materials therefore provided by Merchant and Agent to Company or developed by Company for Merchant at Merchant's request ("Materials"), and all derivative works based thereon, for the purpose of making the Advertisements available for viewing on the Site.

9. PROVISION OF ADVERTISING MATERIALS

Merchant will provide all Materials for the Advertisements in accordance with Company's policies in effect from time to time, including, without limitation, policies governing the content of and specifications for such Materials, the manner of transmission to Company, and the lead-time prior to publication of the Advertisement. Company will not be required to publish any Advertisements or Materials that are not received in accordance with such policies. In the event Merchant agrees in writing to have Company develop creative designs and Materials for the Advertisements, Company shall charge a fee to Merchant that shall be determined by Company at its discretion.

10. RIGHT TO REJECT ADVERTISEMENTS

All Advertisements are subject to Company's approval. Company will have sole discretion to determine the content and format of, and specifications for, the Advertisements. Company reserves the right to reject or cancel any Advertisement, VIP Logo Order, URL link, space reservation, or position commitment, at any time, for any reason whatsoever (including, without limitation, belief by Company that such placement may subject Company to criminal or civil liability). Notwithstanding anything herein to the contrary, Merchant acknowledges that Company is acting only as a passive conduit for the display, distribution and publishing of the Advertisements, and that Company has no obligation to Merchant (and undertakes no responsibility) to review the Advertisements or Materials to determine whether such Advertisements or Materials may result in liability to Merchant or third parties.

11. TERMINATION

Either party may terminate the Agreement if the other party is in material breach of or non-compliance with the Agreement and fails to cure such breach or non-compliance within seven (7) days after notice; if Merchant is in such breach or non-compliance, Company shall have the right, at its sole discretion, to immediately suspend all access to the Card Program pending Merchant's cure; Company may immediately terminate Merchant without giving Merchant any opportunity to cure if Company, in its sole discretion, believes that Merchant: (i) used the Site/page, or Card Program in a manner which is improper or unauthorized; (ii) compromised the integrity or security of the Site or Card Program; (iii) engaged in illegal or inappropriate activities or is the subject of a government complaint or investigation; (iv) provided false information to Company or others; and/or (v) has created a risk of injury or damage to the Company and its cardholders or others.

12. MERCHANTS REPRESENTATIONS; INDEMNIFICATION

Merchant represents and warrants as follows: (a) the Advertisements, Materials, all Web sites to which any Advertisements point or link ("Linked Sites"), and the display thereof (i) are not defamatory, obscene, false or misleading, (ii) do not and will not infringe any third party's intellectual property or proprietary rights, (iii) do not and will not otherwise violate any law, statute, ordinance, or regulation, and (iv) do not and will not contain any viruses, Trojan horses, worms, time bombs, or other harmful or deleterious programming routines; and (b) Merchant owns the Advertisements and Materials provided by Merchant or has obtained and paid for all necessary consents, licenses, authorization, and permissions for the display of the Advertisements and Materials as contemplated by this Agreement, including, without limitation, display of (i) names, photographs, depictions, or other likenesses of persons, (ii) all copyrighted material, trademarks and/or depictions of trademarked goods or services, and (iii) all testimonials and endorsements. Merchant agrees, at its own expense, to indemnify, defend and hold harmless Company and its employees, representatives, agents, and affiliates from and against any and all damages, liability, expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred by Company in connection with any claims, suits, administrative proceedings, criminal investigations or threat thereof, of any kind, arising out of or in connection with the Advertisements, any Materials, the Linked Sites, any product or service of Merchant to which users can link through the Advertisement, or the viewing, linking, copying, printing, distribution, or publication thereof.

13. LIMITATION OF LIABILITY

Company will not be liable for (a) the content of any Advertisement or any Linked Site, or any errors or omissions therein, (b) the quality of the display of any Advertisement on any particular online service, browser, system configuration, or other equipment used by any visitor to any Company Web site or service, or (c) the volume of click-through or other responses to the Advertisements. In the event (i) Company fails to publish an Advertisement in accordance with the schedule provided in the Insertion Order, (ii) Company fails to deliver the number of impressions as provided in the Insertion Order, or (iii) of any other failure, technical or otherwise, of such Advertisement to appear as provided in the Insertion Order, the sole liability of Company to Merchant will be limited to, at Company's sole discretion, a pro-rata refund of the fee representing undelivered impressions, placement of the Advertisement at a later time in a comparable position on the Site, or extension of the term of the Insertion Order until the total impressions are delivered. In no event will Company be responsible for any consequential, special, punitive or other damages, or damages for lost revenue or lost profits, in any way arising out of or relating to this Agreement, the Advertisements, the Materials or any Linked Sites, even if Company has been advised of the possibility of such damages. Without limiting the foregoing, Company will have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of Company affecting delivery of Advertisements in any manner. COMPANY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

14. NO ASSIGNMENT

Merchant may not resell, assign or otherwise transfer this Agreement or any of its rights hereunder, and any attempt to resell, assign or transfer such rights will be void and result in immediate termination of this Agreement, without liability to Company.

15. MISCELLANEOUS

This Agreement (a) will be governed by and construed in accordance with the laws of the State of Maryland without giving effect to principles of conflicts of law; (b) may be amended only by a written agreement executed by an authorized representative of each party; and (c) constitutes the complete and entire expression of the agreement between the parties and will supersede any and all other representations, discussions, negotiations, and agreements, whether written or oral, between the parties with respect to the subject matter hereof. Each party hereby submits to the exclusive jurisdiction of the state and federal courts in Montgomery County, Maryland, and waives any jurisdiction, venue, or inconvenient forum objections to such courts. Company will be deemed to have the status of an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures. Should any provision of this Agreement be held to be void, invalid, or inoperative, such provision will be modified to reflect the fullest enforceable intent of the parties, and the remaining provisions of this Agreement will not be affected and will continue in full force and effect.