



AGENT APPLICATION

GENERAL INFORMATION

Corporate Name	DBA	State of Incorporation
Physical Address (Street, City, State, ZIP)		
Mailing Address (if different)		Principal Name
Business Telephone	Driver's License	DL State
E-mail Address	Mobile Phone	
TIN	Principal's SSN	Date of Birth

ADVERTISING AND REFERRALS

How did you hear about Signature?	Name of Referring Person
Promo code	

ACH INFORMATION AND AUTHORIZATION

This document serves as an Agreement between Agent and Company, whereby the Agent authorizes the Company to credit funds into the Agent's account listed below

Banking Institution	Phone Number
Acct Number	Bank Contact
Routing Number	Account Type

By signing below, the signing individual: (1) certifies that if the above named applicant is a corporation, limited liability company, general partnership or limited partnership, that the signing individual has full authority to execute this Agreement on behalf of the applicant, (2) certifies that all information and documents submitted in connection with this Application are true and complete; (3) certifies that the applicant has read, agreed to, and acknowledges receipt of the terms and conditions of the Agent Agreement attached hereto and incorporated herein by reference and agrees to be bound by the Agent Agreement in its entirety, (4) agrees that on behalf of itself or the applicant if it is a legal entity, upon acceptance of this Application by the Company, the terms and conditions of the Agent Agreement and this Application shall be binding against it and constitutes the entire integrated Agent Agreement by and between the applicant and CKC Holdings Inc. dba Signature Payments ("Company"); (5) agrees that on behalf of itself or the applicant if it is a legal entity, applicant will submit Merchant Applications (as defined in the attached Terms and Conditions) to Company only in accordance with the Agent Agreement and will immediately inform Company if any information in this Application changes, and (6) authorizes Company to order consumer and/or investigative consumer reports including, but not limited to: social security number validation, criminal conviction records, employment history, credit, licensing and certification checks, references, civil cases, OIG/GSA, OFAC/Patriot Act records, and any sanctions list (collectively, "Background Check"). The signing individual may obtain from Company a copy of any public records obtained by Company as a result of conducting the Background Check.

AGENT:

Signature _____

Name _____ Title _____

Date _____

COMPANY:

Signature _____

Name _____ Title _____

Date _____

SIGNATURE PAYMENTS USE ONLY

File Complete	Date	Campaign	Agent Code
RM		Salesforce Lead ID	

TERMS AND CONDITIONS

For Agent Agreement

In consideration of the covenants set forth below, CKC Holdings, Inc. a California corporation d.b.a Siganture Payments ("Company") and the applicant named on the application to which these Terms and Conditions (this "Agreement") attached ("Agent") have agreed as follows as of the date of acceptance by Company. Undefined capitalized terms shall have the meaning set forth in Section 1 of this Agreement or as otherwise defined in this Agreement.

WHEREAS, the Company, along with its Affiliates, provide certain payment processing services, including, without limitation, origination of merchant relationships, development and marketing of merchant card programs, debit and credit card authorization, settlement and payment gateway processing (collectively, the "Services"); and

WHEREAS, Company desires to retain Agent as an independent contractor and non-exclusive sales representative to solicit prospective merchants to submit merchant processing applications to Company, and to provide various payment processing and merchant account services to Merchants, and Agent desires to render such services to Company in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, Company and Agent, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1) DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

(a) "Affiliate" shall mean, (i) with respect to any Person that is a business entity, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such person, and (ii) with respect to any Person that is an individual, any other Person that is such individual's partner, joint venturer, co-owner, agent, representative, employee or family member. For purposes of this definition, "control" (including, with its correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as applied to any Person that is a business entity, shall include the possession, directly or indirectly, of the power to vote more than fifty percent (50%) of the securities having voting power for the election of directors of such business entity or otherwise to direct or cause the direction of the management and policies of that

Person, including by ownership or control of more than fifty percent (50%) of the capital or profits interest of such entity, whether through the ownership of voting securities, by contract or otherwise.

(b) "Banks" means financial institutions with which the Company contracts to provide credit card and debit card processing services through the Card Associations.

(c) "Card Associations" means Visa Inc., MasterCard International, Inc., Discover Financial Services, American Express Co., the debit networks, and the Affiliates and successor organizations of the foregoing.

(d) "Cardholder" means a Person to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.

(e) "Card Rules" means the by-laws, regulations and requirements that are promulgated by any Card Association which are binding obligations of the Company as published and updated by the Card Associations on their respective websites.

(f) "Confidential Information" means a Company's proprietary, secret or confidential information or data, including but not limited to any such information relating to (a) the Company and its Affiliates' operations, business methods, business and marketing plans, sales, financial information, products or services; (b) any Merchants or their Affiliates; (c) the Company's Services; (d) pricing information; (e) Merchant Agreements; (f) Merchant accounts and records, including account numbers; (g) Merchant customer lists; (h) details regarding the functioning of computer and software programs and systems, software source documentation and computer access codes; (i) instruction and/or procedural manuals; (j) the terms and conditions of this Agreement; (k) any other material proprietary information that a Party does not publicly disclose; and (l) any referred Merchants or their Affiliates. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information: (i) is already known to the receiving party free of any restriction at the time it is obtained; (ii) is subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of the receiving party; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other.

(g) "Merchant" means a business for which Agent has submitted a completed and signed Merchant Application and Merchant Agreement to Company and to which Company has approved to provide Services.

(h) "Merchant Agreement" means an agreement among a Merchant and Company

regarding the provision of Services, in a form that has been approved by Company.

(i) "Merchant Application" means any prospective Merchant's application to Company to provide Services to Merchant containing information as required by Company, in a form that has been approved by Company.

(j) "MID" means the merchant identification number assigned to each Merchant.

(k) "Payment Instrument" is a payment card or account, or evidence of a payment card or account, authorized and established between a Cardholder and any member of Card Association and accepted by merchants from such Cardholder as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

(l) "Person" means any individual, corporation, subsidiary, sole proprietor, partnership, limited liability partnership, limited liability company, association, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof, or other entity.

(m) "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements; social security number; driver's license number (or state issued identification card); bank account, credit or debit card number (in combination with a required security code, access code, or password that would permit access to any individual's financial account).

(n) "Underwriting Guidelines" are the Company's then in effect merchant acceptance guidelines as posted on the Company's website portal for the Agent, as amended from time to time by the Company.

2) RELATIONSHIP OF THE PARTIES.

(a) Company and Agent acknowledge and agree that Agent is not an employee of Company and that Agent's relationship with Company is solely that of an independent contractor. Nothing herein shall be construed to cause Company and Agent to be partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Agent shall have no power or authority, express or implied, to represent, act for, or otherwise create or assume any obligation on behalf of or binding upon Company other than expressly set forth herein.

(b) Agent is solely responsible for any travel or other costs or expenses incurred in connection with its obligations under this Agreement, and in no event shall Company reimburse Agent for such costs or expenses.

(c) Agent will furnish, at its own expense, the equipment, supplies and other materials it needs in connection with this Agreement.

3) APPOINTMENT OF AGENT AS SALES AGENT.

(a) Appointment of Agent. Company hereby appoints Agent, on a non-exclusive basis, and Agent accepts such appointment, as a sales representative of Company for the purpose of soliciting prospective Merchants to submit applications for Merchant Agreements and to provide certain customer service functions for Merchants as more specifically set forth herein. Agent shall utilize its best efforts in the performance of its obligations hereunder and shall at all times hereunder conduct itself in a reputable manner and in full compliance with all applicable federal and state laws, rules, regulations, decisions and orders, including any and all applicable rules and regulations of the Card Associations. Agent acknowledges and understands that this Agreement is non-exclusive as to Company, and that Company reserves its right to enter into similar agreements with other sales representatives.

(b) Use of Employees and Subcontractors. Subject to, and in accordance with the Card Rules and/or the Company's or Bank's policies, Agent may employ or retain such subcontractors or personnel that Agent certifies to be competent and qualified (collectively, "Sub-Agents") as it deems necessary to perform its obligations under this Agreement; *provided, however*, that Agent shall be liable to Company for any and all actual or incurred damages caused by the acts or omissions of such Sub-Agents. Agent shall maintain control over the day-to-day job duties of its Sub-Agents and Agent shall supervise its employees and Sub-Agents on all activities performed in relation to this Agreement. Agent shall ensure that its employees and Sub-Agents remain in full compliance with the rules and regulations set forth by the Company, Banks, Card Associations and this Agreement, and that they act in a professional manner while marketing the Services. Agent shall cause all employees and Sub-Agents that are performing activities in relation to this Agreement to be registered with the Company. Further, the Agent understands that the Company may conduct a background investigation (including drug screening, credit check, criminal history check, confirmation of prior employment, and confirmation of educations background) satisfactory to the Company of any or all of Agent's employees and Sub-Agents that perform activities in relation to this Agreement. The Company reserves the right to reject registration from any of Agent's employees or Sub-Agents for any reason.

4) DUTIES OF AGENT.

At all times hereunder, Agent shall have the following duties and obligations:

(a) Solicitation. Agent shall solicit prospective Merchants to enter into Merchant Agreements with the Company or Company's designee. Agent shall provide each such prospective Merchant with all forms, materials, and information as provided for in the Underwriting Guidelines and approved by, or as otherwise requested, and/or required by Banks and/or Company, including, but not limited to, the Merchant Application, the Merchant Agreement with any attached Schedule(s), and any written instructions for completion of the Merchant Application. Except with Company's prior written consent, which may be withheld in Company's sole discretion, Agent shall not knowingly solicit any Merchant that does not meet the Underwriting Guidelines. Agent agrees to keep itself informed of any changes to the Underwriting Guidelines as amended from time to time by the Company.

(b) Merchant Applications and Agreements. Agent shall submit to Company, and only Company, signed and completed Merchant Applications, Merchant Agreements, and any additional documents or information requested by Company in order to review Merchant's credit profile (e.g. personal or business financial statements, tax returns, etc.). Agent agrees, to the extent possible, to submit paper-less Merchant Applications and Agreements online through Company's portal. All materials, documents and information must be submitted in a complete, accurate and legible manner. Each Merchant Application submitted by Agent must be marked with Agent's identification number, as provided to the Agent by Company. Agent shall use the then-current, approved version of Merchant Application, Merchant Agreement, schedules and exhibits thereto, and marketing materials. Agent shall not alter or amend any of the aforementioned documents or materials in any way without Company's prior written approval.

(c) Application Approval Process. Company will assess the credit profile and qualification of each Merchant Application submitted by Agent for the provision of Services. The Company's decisions to (i) approve or decline any Merchant Application for the provision of Services, (ii) increase or decrease Merchant pricing, and (iii) terminate or suspend Services to any Merchant shall be made by Company in its sole discretion. To the extent possible, Company will make commercially reasonable efforts to notify Agent prior to making any discretionary decision to terminate any Merchant Agreement; provided however, Company will not be required to provide prior notice to Agent if Company (y) deems such termination an immediate action risk decision or (z) terminates a Merchant pursuant to instruction received by Banks, Card Associations, or any government or regulatory authority. Agent understands and agrees that it shall have no cause of action

or claim against the Company or Banks regarding a Merchant Application or Merchant Agreement, including, without limitation, a claim arising out of a Merchant Application being declined or Merchant Agreement being terminated. The Company will determine, or otherwise modify, at its sole and absolute discretion the risk category ("Low-Risk", "High-Risk" or "Registered High-Risk") for each MID based on various criteria including but not limited to the Company's then current Underwriting Guidelines and the Merchant's Category Code (MCC), business model, product offering, credit profile, financial position, and transaction history.

(d) Certification by Agent. Prior to submitting any Merchant Application to Company, Agent must take all appropriate measures to certify that, to the best of its knowledge, information and belief, (1) the prospective merchant is legitimately engaged in a bona fide business operation, (2) is an eligible merchant and (3) is not engaged in any operation to defraud consumers, Banks, or any other Person ("Certified Merchant"). Subject to, and in accordance with the Card Rules, or as otherwise directed by the Company, when applicable, Agent shall conduct, or otherwise cause to be conducted by a certified third-party site inspector, a physical inspection of the business premises of each Certified Merchant and complete the Merchant Site Survey Report in the form required by the Company as provided for in the Underwriting Guidelines. With respect to any Certified Merchant that operates via the internet or otherwise without a physical location, Agent shall review the prospective merchant's website and notify Company if Agent finds, or otherwise has reason to believe that; (i) such website is not fully active and published, (ii) not fully functional, (iii) contains information including, but not limited to terms, images, products, price points, or offers that are materially different than that which the prospective merchant is applying for, (iv) or is otherwise in conflict with the underwriting policies provided for in the Underwriting Guidelines.

(e) Notifications of Changes by Agent. After a Certified Merchant has been approved by the Company, Agent shall give prompt notice to the Company, upon becoming aware of any changes to its certification of a Certified Merchant for which Agent has certified in Section 4(d) of this Agreement. To the extent that Agent has knowledge, Agent shall also promptly notify the Company if a Certified Merchant has changed their address (or website if the merchant operates via the internet).

(f) Equipment. Agent will provide, or cause to be provided, to Merchants all hardware and software necessary to receive Services (the "Equipment") pursuant to the Merchant Agreement. Unless otherwise agreed to by the Parties, Agent will provide, or cause to be provided, Merchant required supplies, terminal downloading, and terminal

installation, and is responsible for the reasonable maintenance of all supplies and equipment. To the extent that Signature provides Equipment to Agent, Company makes no representation and extends no warranties of any kind, either express or implied, or any warranties of merchantability or fitness for a particular purpose.

(g) Card Rules. Agent shall comply with the Card Rules. Agent is familiar with and understands the Card Rules, and hereby expressly agrees that it and, its Sub-Agents, employees and any other party operating on behalf of Agent shall strictly abide by the Card Rules as those rules and regulations may be amended from time to time. If Agent is not an individual and or is marketing its own name or brand, to the extent required, Agent shall register and remain registered as an entity with all required members of Card Associations as required by Card Rules. Agent is aware of the Card Rules regarding the use of branding and Sub-Agents and agrees to remain in compliance with Card Rules, to the extent applicable, concerning Sub-Agent registration as a sub-ISO/MSP with the member bank.

(h) Customer Service. Unless otherwise directed by Company, Agent shall provide commercially standard set-up and ongoing customer service to Merchants and will work to remedy and/or cooperate and assist Company to remedy any technical support issues encountered by Merchants. Agent will make services reasonably available to Merchant to answer any customer service or technical support questions that may arise. Agent will render all services in an ethical and professional manner. In the event that Agent is unable to adequately address any question posed by Merchant, Agent will provide a name, title, and telephone number for a contact person of Company. Company shall provide reasonable support to Merchants on an as-needed and as-requested basis. This Section 4(h) shall survive termination of this Agreement so long as Agent continues to receive compensation pursuant to this Agreement.

5) REPRESENTATIONS AND WARRANTIES OF AGENT.

Agent hereby represents and warrants to Company the following:

(a) Organization. To the extent Agent is an entity, Agent is duly organized, as either a partnership, corporation or limited liability company, and validly existing under the laws of its state of organization, is duly qualified, validly existing and in good standing and has lawful power and authority to engage in the business it conducts in each state and other jurisdiction where the nature and extent of its business requires qualification.

(b) Authority. Agent has all requisite power and authority to enter into and perform this Agreement and has taken all

proper and necessary action to authorize the execution, delivery and performance of this Agreement.

(c) No Defaults. The making and performance of this Agreement will not (i) violate any law, government rule, regulation, order, judgment or award applicable to Agent, (ii) violate any provision of such Agent's organizational documents, or (iii) violate or result in a default (immediately, with the passage of time or with the giving of notice) under any contract, agreement or instrument to which Agent is a party, or by which Agent is bound. Agent is not in violation of, nor has knowingly caused any other Person, to violate any term of any agreement or instrument to which it or such other Person is a party or by which it may be bound or its organizational documents or minutes.

(d) Enforceability. This Agreement, when fully executed, will be valid, binding, and enforceable in accordance with its terms.

(e) Card Association Registration. To the extent Agent is an entity, Agent has fully satisfied registration requirements with all required members of the Card Association.

(f) Card Association Fines and Convictions. Neither Agent nor any of its officers, directors, equity owners or other principals has ever been fined or censured by any Card Association or member thereof or convicted of a felony or other crime involving fraud or financial matters.

Company hereby represents and warrants to Agent the following:

(a) Organization. Company is duly organized as a corporation and validly existing under the laws of California, is duly qualified, validly existing and in good standing and has lawful power and authority to engage in the business it conducts in each state and jurisdiction where the nature and extent of its business requires qualification.

(b) Authority. Company has all requisite power and authority to enter into and perform this Agreement and has taken all proper and necessary action to authorize the execution, delivery and performance of this Agreement.

(c) No Defaults. The making and performance of this Agreement will not (i) violate any law, government rule, regulation, order, judgment or award applicable to Company, (ii) violate any provision of such Company's organizational documents, or (iii) violate or result in a default (immediately, with the passage of time or with the giving of notice) under any contract, agreement or instrument to which Company is a party, or by which Company is bound. Company is not in violation of, nor has knowingly caused any other Person, to violate any term of any agreement or instrument to which it or such other Person is a party or by which it may be bound or its organizational documents or minutes.

(d) Enforceability. This Agreement, when fully executed, will be valid, binding, and enforceable in accordance with its terms.

6) COVENANTS OF AGENT.

Agent covenants as follows:

(a) Non-Solicitation. From the Effective Date until the later of (x) three (3) years following any termination or non-renewal by either party of this Agreement, (y) three (3) years after compensation under Section 7 of this Agreement is no longer paid to Agent with respect to Merchants, or (z) three (3) years following the purchase of any of Agent's Revenue Share by Company, Agent, its Sub-Agents, employees, officers, directors, owners, principals and representatives shall not, directly or indirectly (1) interfere in any manner whatsoever with the contractual rights and interests of Banks or Company under any Merchant Agreement, or (2) cause, or attempt to cause, any Merchant to engage in payment processing through any Person other than Company. If Agent directly or indirectly violates the provisions of this Section 6(a), by its own act or omission or by permitting the act or omission of any other Person, then Company shall have the right to terminate this Agreement and cease all compensation due Agent, including but not limited to Revenue Share, bonuses, or incentives and be entitled to all other remedies it may have under this Agreement or applicable law. Agent acknowledges that the actual damages likely to result from breach of this Section 6(a) are difficult to ascertain on the date this Agreement is entered into and may be difficult for Company to prove in the event of a breach. Therefore, the parties intend that the payment of Liquidated Damages (as defined below) would serve to reasonably compensate Company for Company's actual damages sustained, and not as a penalty, due to any breach by Agent of its obligations under this Section 6(a) and Agent agrees to pay this amount to Company for each incident of material breach of this Section 6(a). The covenants of Agent and all other provisions of this Section 6(a) shall survive termination of this Agreement as well as any early termination of this Agreement, by either party, and for any reason. "Liquidated Damages" shall be equal to the greater of forty-eight (48) multiplied by (i) the Revenue Share (as defined in Section 7(a)) for the previous three (3) months derived from the Agent's portfolio and (ii) the Revenue Share for the previous twelve (12) months derived from the Agent's portfolio.

(b) Confidentiality. Agent acknowledges and agrees that, in the course of their performance hereunder, Agent will be exposed to and will receive Confidential Information relating to the Company and its financial and business operations. Accordingly, from the Effective Date until the later of (x) three (3) years following any termination or non-renewal by either party of this Agreement, (y) three (3) years after

compensation under Section 7 of this Agreement is no longer paid to Agent with respect to Merchants, or (z) three (3) years following the purchase of any of Agent's Revenue Share by Company, Agent, its Sub-Agents, employees, officers, directors, owners, principals and representatives will not use or disclose such Confidential Information, either directly or indirectly, to any Person without the prior written consent of the Company. Agent agrees to treat Confidential Information with the same degree of care and security as it treats its most confidential information, but in no circumstance less than a reasonable degree of care. Agent may disclose such Confidential Information to employees and Sub-Agents who require such knowledge to perform services under this Agreement, provided that such employees and Sub-Agents are subject to obligations of confidentiality in regard to the protection of the Confidential Information no less binding than those set forth herein. Upon termination of this Agreement, for any reason, the Agent will promptly return to the Company, or destroy all Confidential Information in its possession, custody or control, without keeping any copies thereof. In the event that Agent is requested or becomes legally compelled to disclose any Confidential Information of the Company, Agent will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section 6(b), and Agent will cooperate with the Company in such efforts. In the event that a protective order or other remedy is not obtained, or the Company waives compliance with the provisions of this Section 6(b), Agent will furnish only that portion of any Confidential Information which is legally required to be disclosed and Agent will exercise its best efforts to ensure that confidential treatment shall be accorded such Confidential Information. The Parties intend that Section 6(b) shall supersede the Parties' previous discussions, understandings, and or previous agreements relating the Company's Confidential Information. To the extent that any prior or contemporaneous non-disclosure agreements or other similar agreements exist between the Parties or any of their Affiliates, this Section 6(b) shall govern.

(c) Enforcement. If either Party or any of its Affiliates breach any of the provisions of Sections 6(a) and 6(b), in addition to any other rights the non-breaching Party may have, including a claim for damages, the non-breaching Party shall have the right to have the provisions of Sections 6(a) and 6(b) specifically enforced, and the breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by each Party), it being agreed that any breach of Section 6(a) and 6(b) would cause irreparable harm to the non-breaching Party in that money damages would not provide an adequate remedy.

Each Party acknowledges and agrees that the restrictions contained in Sections 6(a) and 6(b) are reasonable and valid in geographical and temporal scope and in all other respects. If any provision of Sections 6(a) and 6(b) or the application hereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of Sections 6(a) and 6(b) and the application of such provision to other parties or circumstances shall not be affected thereby and shall be enforced to the maximum extent permitted under applicable law.

(d) Use of Company Intellectual Property. Except in accordance with the then current instructions of Company, Agent shall not use, register, or otherwise assert a claim to any intellectual property, trademarks, service marks and/or assumed names of Company or other names used by Company or its present or future Affiliates in connection with its business (or any name or mark similar thereto as determined by Company in its sole discretion), including, but not limited to, the names or marks of the Company, merchantinfo.com, Signal, Pride Card Services, Signature Payments or CKC Holdings, collectively, the "Company Intellectual Property", Company's sponsor Banks and/or Card Association's trademarks. Agent shall not use the Company Intellectual Property in any domain name, on any website, or in any advertisement (or advertising trigger) except in accordance with Company's then current instructions and prior written approval. Upon termination or expiration of this Agreement, or at any time upon the request of Company, Agent shall immediately discontinue all use of the Company Intellectual Property, associated domain names, and promotional materials utilizing the Company Intellectual Property.

(e) Inspection and Retention of Records. Agent shall permit Company, Banks, or an appropriate regulatory agency, upon one (1) business day notice, during normal business hours, to (i) inspect any business location of Agent, (ii) inspect and copy any of the books and records of the Agent, (iii) audit the financial books and records of the Agent, and (iv) obtain information regarding the business and financial condition of the Agent. Agent agrees to comply with, assist the Company with, and to provide necessary information and/or documentation for any and all audits, inspections, and/or reviews. In the event that Agent is found to be in violation or breach of this Agreement or any and all applicable rules and regulations of any member of the Card Association, Agent agrees to reimburse Company for any amount it pays or is required to pay to cover the cost of any such inspection, audit or review. Agent shall maintain records of its activities pursuant to this Agreement and in service of the Merchants during the term of this Agreement and, except as otherwise required by, and subject to, the confidentiality provisions of this Agreement, retain such information for a period of seven

(7) years after Agent has received its last payment from Company. Agent shall grant Company, Banks, Card Associations and governmental/regulatory bodies access to said records as requested by Company.

(f) Payment Card Industry Data Security Standards. In addition to the data security obligations required by the rules of the Card Associations, Agent agrees to comply with all applicable privacy and security requirements under the Payment Card Industry Data Security Standards, as administered by the Payment Card Industry Security Standards Council, prior to any required compliance event relating to the Agent (the "PCI Standards") with regards to Agent's use, access and storage of any Cardholder's non-public personal information ("Cardholder Data") in the course of its performance under this Agreement. Agent agrees to implement the applicable safeguards set forth in the PCI Standards, as amended from time to time, to prevent unauthorized use or disclose of any Cardholder Data.

(g) Safeguarding of Information. Agent agrees to maintain commercially reasonable efforts to safeguard any confidential or proprietary information, Cardholder Data or "personally identifiable information" under United States law and regulation and similar state and local laws, whether in tangible or electronic format, concerning any Person, including Cardholders, Merchants, prospective merchants, Company, or Banks. Such safeguards shall include, but not limited to, access controls on Cardholder Data systems, procedures designed to ensure that information systems are secure, and ongoing testing and modification of such safeguards as appropriate. These policies and procedures shall include, but not be limited to using Agent's best efforts to protect Agent's computer systems and databases from unauthorized access or tampering. In addition, Agent agrees to promptly report to the Company any unauthorized access, use or disclosure of confidential, proprietary or Personal Information of Cardholders, Merchants, prospective merchants, Company, or Banks. Such report shall be made as soon as possible, but in no event later than three (3) Business Days following the date that Agent becomes aware of such unauthorized access, use, or disclosure. Agent shall provide to the Company Agent's assessment of the impact of such breach and the corrective measures proposed by Agent to remedy such breach.

(h) Agent shall fully comply with all Card Rules relevant to this Agreement. Agent shall notify Company within five (5) business days if Agent or any of its officers, directors, equity owners or other principals have been fined or censured by any Card Association or member thereof or convicted of a felony or other crime involving fraud or financial matters.

7) COMPENSATION OF AGENT.

(a) Compensation. The Company shall pay to Agent an amount equal to (the "Revenue Share") (1) the sum of (i) the gross transactional revenue for the Services paid by the Merchant in connection with those fees provided for in the "Buy Rates" section of Schedule A, less (ii) all applicable returns and other credits, and less (iii) all costs, fees and expenses, including but not limited to Card Association and processing costs calculated pursuant to the Buy Rates, each as determined by the Company in its sole discretion, multiplied by (2) the applicable "Revenue Split" set forth in Schedule A. Upon 30-day's notice to Agent, Company may modify Schedule A, provided that, unless otherwise agreed upon by the Parties, such changes will only apply to those Merchants approved following such notice. Notwithstanding the foregoing, Company may pass through increases to costs at any time without notice. Company shall have the right, in accordance with Section 13(e), to terminate all payments to Agent hereunder and at which point, Company shall have no further obligation to make any such payments. Company shall also have the right to cease making payments under this Section 7(a) when the amount of such compensation would be less than \$100 per month for three (3) consecutive months. Furthermore, notwithstanding anything contained in this Agreement to the contrary, Agent agrees and acknowledges that, with respect to any given Merchant, Company shall be under no obligation to pay the Revenue Share unless Company receives its corresponding income in connection with the respective Merchant. In the event Agent is required to share revenue with any third party, Agent understands and agrees all such revenue sharing obligations shall be satisfied solely by Agent and that the Company shall not be required to pay any amount to any third party pursuant to this Agreement.

(b) Merchant Liability. Agent shall bear no liability in connection with Merchant chargebacks; provided however that, Company and Banks shall have full recourse to Agent, and Agent shall be liable to Company and Banks for the full face value of any losses, including, but not limited to, Merchant chargebacks, fines, and penalties incurred which are directly or indirectly related or attributable to any negligence, willful or fraudulent acts, or the breach of this Agreement by Agent or any Person acting on Agent's behalf.

(c) Compensation from Assigned Merchant Agreements. In the event that Company sells or assigns any Merchant Agreement for a Merchant, the Company shall cause the transferee to assume the Company's obligations to Agent under this Agreement relating to an affected Approved Merchant. Agent acknowledges and agrees that Company may make such sales, assignments or transfers in Company's sole discretion.

(d) Negative Pricing. In the event that a Merchant price point is set below the Buy Rate cost as set forth in Schedule A, Agent agrees to bear the full amount of the difference between the price point and the Buy Rate amount. Company shall have the right to offset the losses that would be incurred by such negative pricing against Agent's Revenue Share.

8) MERCHANT AGREEMENTS AND RELATIONSHIPS.

(a) Ownership of Merchant Agreements. Agent acknowledges and agrees that (i) Agent will neither have any rights nor contract privity whatsoever pertaining to any Merchant Agreement, (ii) Agent shall not be a party to any Merchant Agreement, (iii) the rights and obligations in any Merchant Agreement, may be modified, terminated or assignment by Company, in whole or in part, in its sole discretion, subject only to specific limitations, if any, set forth in the applicable Merchant Agreement, and (iv) the rights, titles and interests in the Merchant Agreements belong exclusively to Banks and Company.

9) RIGHT TO OFFSET.

Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy Company has or may have, Company may, without notice to Agent, set off or recoup any liability it owes to Agent against any liability for which Company determines Agent is liable to Company or its Affiliates, whether either liability is matured or unmatured, is liquidated or unliquidated, or arises under this Agreement.

10) ACCOUNTING AND PAYMENT.

Subject to Company's right of offset all payments owed to Agent pursuant to this Agreement, within thirty (30) days following the closing of the processing month Company will credit Agent with Agent's Revenue Share for the preceding month via Automated Clearing House transfer to an account designated by Agent in writing. The compensation will be computed monthly as of the last day of each calendar month. If payments to Agent have been terminated pursuant to Section 13, any compensation due to Agent as of the date of termination shall be remitted to Agent no later than the last day of the calendar month following the month in which the termination occurred. If Agent disputes the amount of any compensation received, Agent shall notify Company in writing no later than sixty (60) days after the date Agent receives such compensation. If Agent does not provide notice within such sixty (60) day period, the amount of compensation paid by Company to Agent shall be conclusively deemed to be correct.

11) REPORTING.

In conjunction with payment of compensation, if any, from Company to Agent, Company shall, upon Agent's written request, provide to Agent a report setting forth the basis upon which such compensation is computed within the timeframe set forth in Section 10.

12) TERM OF AGREEMENT.

Subject to any early termination provision contained in this Agreement, the Agreement shall be effective upon the Effective Date and shall continue thereafter for a period of three (3) years (the "Initial Term"), and shall thereafter automatically renew for consecutive additional two (2) year terms (each a "Renewal Term") unless either party gives written notice of its decision not to renew the Agreement to the other party not less than ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term, in which case this Agreement shall terminate on the last day of the Initial Term or the last day of the Renewal Term then in effect, as the case may be. The Initial Term and any Renewal Terms are referred to collectively as the "Term". Notwithstanding the foregoing, the Term of this Agreement may be terminated early pursuant to Section 13 hereof, in which case the Term shall end on the date set forth in a written notice of termination sent by either Agent or Company in accordance with Section 18(m) of this Agreement. This Agreement has post-termination provisions that survive the termination of this Agreement as set forth below.

13) TERMINATION FOR CAUSE.

(a) Any of the following shall constitute a Party's event of default under this Agreement ("Event of Default"):

- i. Agent's violation of any of the Card Rules relating to the performance of Agent hereunder or any other action the Company determines, in its reasonable discretion, places the Company at risk for fines or other liability with Banks or a Card Association;
- ii. Any deliberate falsification of information or deliberate omission of material information by Agent on any Merchant Application, Merchant Agreement, Merchant Site Survey Report, or any related agreement or documentation;
- iii. Agent's breach or default under any other agreement between Agent and Company or Banks;
- iv. Conviction of Agent or any of Agent's officers, directors or key employees (as identified by Company in its sole discretion), or entering into a plea of guilty or nolo contendere to (A) a misdemeanor involving moral turpitude, dishonesty, theft, unethical

business conduct or conduct that impairs the reputation of Company or any of its Affiliates or (B) a felony (or the equivalent thereof in a jurisdiction other than the United States);

- v. Agent's breach of Sections 4(g), 4(h), 6, or 7 hereof;
- vi. Any act of criminal fraud committed by such Party or any of its Affiliates;
- vii. To the extent that Agent is an entity, Agent's failure to maintain Section 5(a) and 5(e) at any time during the Term of this Agreement;
- viii. If by order of a court of competent jurisdiction, a receiver, liquidator, trustee or other similar official shall be appointed for such Party or any of its properties; or if by decree of such a court, such Party shall be adjudicated bankrupt or insolvent or any substantial part of the property of such Party shall have been sequestered; or if a petition to declare bankruptcy or to reorganize such Party pursuant to any bankruptcy, liquidation or other insolvency law applicable to such Party shall be filed against such Party and shall not be dismissed within sixty (60) days after such filing; or if such Party shall file a voluntary petition in bankruptcy under any provision of any bankruptcy law or similar law or shall consent to the filing of any bankruptcy or reorganization petition against it under any bankruptcy law or similar law;
- ix. Termination of Company's agreements with Banks;
- x. Termination of Banks' applicable Card Association licenses, their membership in any Card Association, or in the event of de-registration of Banks by any Card Association; or
- xi. Company, Agent and/or Banks become subject to any change in a statute, law, rule, regulation, policy or other official pronouncement of any state or federal government entity, regulatory agency or of any Card Association that would prohibit Company, Agent and/or Banks from continuing the business and or activities described in this Agreement.

(b) Termination Upon Material Breach or Event of Default. Either party may terminate this Agreement upon an Event of Default or the other party's material breach of any term or condition of this Agreement if such Event of Default or breach is not cured within fifteen (15) days after receipt of notice thereof in writing from the non-breaching party, provided, however, that if such breach can be cured, but cannot reasonably be cured within fifteen (15) days, then within such longer period of time (not to exceed

sixty (60) days) as is required to cure the same, provided the breaching party promptly commences and diligently pursues remedial action to completion.

(c) Bankruptcy or Insolvency. This Agreement shall immediately terminate if Agent files a voluntary petition in bankruptcy or files a petition seeking or acquiescing in any relief for itself under any present or future federal, state or other statute or law relating to bankruptcy, insolvency or other statute or law relating to bankruptcy, insolvency or other relief for debtors; or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its property; or admits in writing its inability to pay its debts generally as they become due.

(d) Dissolution. This Agreement shall immediately terminate if either party is dissolved or otherwise ceases to engage in its normal business operations and is unable thereby to fulfill its obligations under this Agreement.

(e) Termination of Agent's Revenue Share Payments. Company shall have the right to terminate Agent's Revenue Share payments and shall have no obligation to make any further compensation payments to Agent: (1) upon the termination of this Agreement for the Events of Default under Section 13(a); (2) if, after termination of this Agreement, Company could have terminated such Revenue Share compensation had the Agreement not previously been terminated. In the event Company receives evidence suggesting that Agent is materially violating any provision of this Agreement, Company shall have the right to suspend Agent's Revenue Share payments for a reasonable period of time during which Company conducts an investigation to determine whether or not Company has the right to terminate Agent's Revenue Share payments under the terms of this Agreement.

(f) Notwithstanding anything contained in this Agreement, Agent acknowledges that Company may be directed to immediately terminate this Agreement, including all or any its rights or obligations, or offer a shorter cure period by any Bank, Card Association or regulatory authority. Furthermore, if Company determines that the continuing performance of this Agreement subjects Company to material liability, Company may immediately terminate this Agreement. Any action by Company in connection with this Section 13 shall be binding on the parties hereto and not be a breach of this Agreement.

14) INDEMNIFICATION.

(a) Indemnification by Agent. Agent shall indemnify, defend, and hold harmless the Card Associations, Company and Banks, their employees, officers, directors, shareholders, agents, corporate parents and Affiliates against any and all claims, causes of action, litigation, actions, arbitrations,

liabilities, losses, damages, costs or expenses (including, without limitation, fees, and expenses of attorneys and consultants and court costs) (collectively, "Claims") either directly or indirectly related or attributable to the negligence or wrongful act of Agent (including, without limitation, any violation of any of the Card Rules or regulations), or any of its employees, Sub-Agents or nominees, in performance hereunder, or the breach of this Agreement, or any provision hereof, by Agent, or any of its employees, Sub-Agents or nominees. In addition to and not in limitation of the foregoing Agent will pay, and/or indemnify the Company for, any claims, causes of actions, actions, litigations, arbitrations, losses, damages, liabilities, costs and expenses (including, but without limitation, fees and expenses of attorneys and consultants and court costs) related to or in connection with: (i) Agent equipment leases or sales, including but not limited to costs and attorneys' fees expended by Company in connection with a lawsuit brought by a Merchant related to an equipment lease or sale; (ii) fines, penalties or charges levied by any governmental body, Card Association or Bank as a result of Agent's (or any Person acting on Agent's behalf or the result of any of Agent's employees, Sub-Agents, contractors, subcontractors, or nominees) activities; (iii) Merchant sales, chargebacks, and all other losses covered by Section 7(b); and (iv) data security failures or other breach of applicable law, rules or regulation, including but not limited to, failure to safeguard Personal Information. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Agent.

(b) Indemnification Obligations. The Company shall provide the Agent with reasonably prompt written notice of the existence of a claim and of any need for any non-financial assistance for the defense of any such claim. A failure to comply with this Section 14 shall only affect the indemnifying party's obligation to the extent such failure materially prejudices (i) the ability to reduce the expenses that may be owed; (ii) the defenses; or (iii) the ability to defend against a claim.

15) LEGAL PROCEEDINGS.

(a) VENUE AND WAIVER OF JURISDICTION. ANY DISPUTE OR CLAIM BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF LOS ANGELES COUNTY, OR IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR LOS ANGELES (COLLECTIVELY, THE "COURTS"). THE PARTIES HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS SO SELECTED, TO THE EXCLUSION OF ANY OTHER COURT

WHICH MIGHT HAVE HAD JURISDICTION APART FROM THIS SECTION 15(a), WAIVE ANY DEFENSE OF LACK OF IN PERSONAM JURISDICTION OF SUCH COURTS AND AGREE THAT SERVICE OF PROCESS IN ANY ACTION BEFORE SUCH COURTS MAY BE MADE BY MAILING IT TO THE PARTY TO BE SERVED AT THE ADDRESS PROVIDED FOR IN THE RECITALS HEREOF.

(b) WAIVER OF JURY TRIAL. AGENT AND COMPANY HEREBY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST COMPANY WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THIS AGREEMENT OR ANY RELATED DOCUMENTS, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

(c) CLASS ACTION WAIVER. NO ARBITRATOR OR COURT MAY ORDER, PERMIT, OR CERTIFY A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION, OR CONSOLIDATED ARBITRATION IN CONNECTION WITH THIS AGREEMENT. NO ARBITRATOR OR COURT MAY ORDER OR PERMIT A JOINDER OF PARTIES IN CONNECTION WITH THIS AGREEMENT, UNLESS COMPANY AND AGENT BOTH CONSENT TO SUCH JOINDER IN WRITING. AGENT ACKNOWLEDGES THAT BY ACCEPTING THIS AGREEMENT IT IS WAIVING ITS RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL LITIGATION, OR CONSOLIDATED ARBITRATION WITH RESPECT TO ANY CLAIM RELATED TO THIS AGREEMENT.

16) LIMITATION OF LIABILITY.

(i) THIS AGREEMENT IS A SERVICE AGREEMENT AND, EXCEPT AS EXPRESSLY PROVIDED THEREIN, THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO REPRESENTATIVE, MERCHANTS OR ANY OTHER PERSON OR ENTITY, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

(ii) COMPANY SHALL NOT BE LIABLE TO AGENT OR ANY THIRD PARTY FOR PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR

LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHERMORE, COMPANY'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY COMPANY TO AGENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

17) EFFECT OF TERMINATION.

Upon termination of this Agreement for any reason:

(a) (i) Agent shall immediately discontinue its promotion and marketing of the Company's Services and (ii) the Parties shall promptly return, destroy, or discontinue the use of all materials, including without limitation, any Confidential Information provided by the Company, and the Parties shall so certify to each other in writing that they have done so; *provided*, that a Party shall be entitled to retain any Confidential Information with respect to Merchants for which compensation is payable to Agent post-termination or expiration of this Agreement.

(b) The Company and/or the Bank, as the case may be, and at Company and/or Bank's election, shall retain the right to service all Merchants with respect to Services. Unless notified by Company and/or Bank, Agent shall continue to fulfill its obligations under Section 4(h) of this Agreement to Merchants for which Agent is receiving Revenue Share. All corresponding Merchant Agreements shall remain the exclusive property of the Company and/or the Bank, as applicable, subject to the Company's obligations and its assignees under Section 7(c).

18) SURVIVAL.

The following Sections of this Agreement shall survive expiration or termination, in accordance with their terms: Section 2*, 4(c)*, 4(h)*, 6(a)-(c), 6(e), 7(a)*, 7(b)*, 7(c)*, 8, 9*, 10*, 11*, 13(e), 14, 15, 16, 17, and 18.

*The section will survive expiration or termination of the Agreement so long as Agent continues to receive compensation pursuant to this Agreement.

19) MISCELLANEOUS.

(a) Governing Law. This Agreement and all the documents referred to herein, shall in all respects, be interpreted, enforced and governed by and under the laws of the State of California without regard to conflict of laws.

(b) Credit and Background Investigation. Agent hereby expressly authorizes Company to obtain, from time to time, credit, financial and other information regarding Agent (including information regarding prior criminal convictions) and any business for which Agent is a principal, from other persons or entities, including commercial and consumer reporting agencies and private investigators. Agent expressly consents to such background investigation and hereby releases Company from any and all claims, demands or liabilities arising out of or in any way related to such investigation. Company agrees to protect any confidential information provided to Company by Agent for the purposes of obtaining a credit, financial or other background check.

(c) Assignment. No interest or right of Agent under this Agreement shall be assigned or transferred in any manner by Agent without the prior written consent of Company. Subject to Section 7(c) of this Agreement, Company, at its sole discretion, may assign this Agreement at any time. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

(d) Right of First Refusal. In the event that Agent proposes to pledge, assign, sell, transfer and/or hypothecate some or all of the Agent's rights and obligations (collectively, the "Rights") under this Agreement to any Person other than the Company, Agent shall provide Company with written notice of the material terms of the third-party offer ("Offer Notice"). The Company shall have the first right to purchase or hypothecate the Rights at the price and on the terms as described in the Offer Notice provided that (i) Company provides written notice ("Election Notice") to Agent within fifteen (15) business days after receipt of the Offer Notice ("Election Period"), (ii) such Election Notice indicates whether the Company will purchase any portion (or all) of the proposed Rights to be sold or hypothecated as described in the Offer Notice and (iii) the Company completes the purchase or hypothecation of the Rights within thirty (30) business days after the Company's receipt of the Offer Notice, unless the Company and Agent agree otherwise. If Company fails to respond to Offer Notice within the Election Period or declines to exercise its rights of first refusal as described in the Election Notice, Company will be deemed to have waived its rights under this Section 19(d) with respect to such offer as described in the Offer Notice, however, such waiver does not constitute a waiver with respect to future offers. Agent may then sell its Rights to the third-party offeror on the same terms and conditions as set forth in Offer Notice, provided, as described in Section 19(c) above, Agent has Company's written consent to that assignment.

(e) Purchase Right. Agent may request Company, at the Company's sole discretion,

to exercise the Purchase Right. Company shall have the right at any time to purchase ("Purchase Right") Agent's Revenue Share under this Agreement at a price equal to the product of (A) and (B), where (A) equals up to the trailing twelve (12) month average of monthly Revenue Share paid to Agent and (B) equals twenty-four (24). Company may pay Agent the consideration of the Purchase Right in two installments with the first installment of no less than sixty (60) percent of the total consideration being made within 30-days from the day in which Company exercises the Purchase Right and the second installment being made within 30-days of the 12th month following the first installment payment. Company shall be under no obligation to make the second installment if the annualized attrition rate in connection with the Revenue Share purchased exceeds 12% or the Revenue Share calculated in the twelfth month following purchase is less than 85% of the Revenue Share calculated in the first month.

(f) Counterparts. This Agreement may be executed in one or more counterparts each of which, when so executed and delivered, shall be an original, and all of which taken together shall constitute one and the same Agreement between the parties. Delivery of an executed counterpart of this Agreement by facsimile, electronic mail in portable document form (pdf), has the same effect as delivery of an executed original of this Agreement.

(g) Modification. Unless stated otherwise herein, Company shall have the right to amend this Agreement at any time and at its sole discretion, including without limitation Schedule A hereto. Company shall provide notice to Agent prior to making any material amendment to this Agreement that Company believes, in its reasonable discretion, will cause substantial financial damage to Agent. Agent's continued participation following a modification or amendment shall constitute as Agent's binding acceptance of the change. No provision of this Agreement shall be modified by Agent except by means of a written document signed by Company.

(h) Invalidity. Should any portion of this Agreement be held to be invalid, unenforceable or void, such holding shall not

have the effect of invalidating or voiding the remainder of this Agreement and the parties hereby agree that the portion held invalid, unenforceable or void, shall, if possible, be deemed amended or reduced in scope, or otherwise be stricken from the Agreement, to the extent required for the purpose of the validity and enforcement hereof.

(i) Waiver. No waiver of any term, covenant, condition or obligation of this Agreement, or any breach thereof, shall be effective unless granted in writing. The waiver by any of the parties of any term, covenant, condition or obligation herein contained or of any breach thereof, shall not be deemed to be a waiver of any other term, covenant, condition or obligation herein contained or any prior, concurrent or subsequent right hereunder. The respective rights and remedies of Company and Agent under this Agreement shall be cumulative, and the exercise or partial exercise of any such right, remedy or privilege shall not preclude the exercise of any other right, remedy or privilege. The non-exercise or partial exercise by either party of any right, remedy or privilege under this Agreement shall not impair or preclude the future exercise by that party of that same or any other right, remedy or privilege under this Agreement.

(j) Headings. The headings and captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provision hereof.

(k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes all prior Agreements, understandings and contract between the parties with respect to the subject matter hereof, including without limitation, any previously existing non-disclosure agreements between the Parties. Any exhibits and/or schedules referred to herein and attached hereto is/are hereby expressly incorporated herein in its/their entirety and made a part of this Agreement. All defined terms under this Agreement shall have the same meanings in any exhibit and/or schedule referred to herein, except that, in the event of any conflict between any of the provisions of such exhibit and/or schedule and the provisions of this Agreement, the

provisions of this Agreement shall prevail. In the event of any inconsistency between any provisions of this Agreement with applicable Card Association rules, the applicable Card Association rules shall be afforded precedence and shall apply.

(l) Force Majeure. Neither party shall be liable for any failure to perform any obligations under this Agreement because of acts of God, nature or a federal, state or local government agency, war, civil disturbance, labor disputes or shortages, electrical or mechanical breakdowns, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement.

(m) Notice. All notices to Agent shall either be given via e-mail (sent to the electronic mail address listed herein), via Sigflash, nationally recognized overnight courier, or certified or registered mail, postage prepaid, to the Agent's address listed in this Agreement. Said notice will be deemed given when delivered. All notices to Company shall be given electronically to legal@signaturecard.com with a written copy to Company at the address listed in this Agreement, Attention: General Counsel. Such written notice to Company will be deemed given upon personal delivery, or three (3) days after the date of mailing if sent by certified or registered mail, postage prepaid. The addresses listed herein will govern unless such address is changed by written notice hereunder. Company shall be fully entitled to rely upon any facsimile or scanned image transmission or other writing purported to be sent by Agent as being genuine and authorized.

(n) No Construction Against Drafter. Each party has participated in negotiating and drafting this Agreement so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Schedule A

The following table sets forth the Revenue Split associated with the percentage paid on the then current portfolio of Merchants for which Agent is entitled to compensation pursuant to Section 7(a) of this Agreement ("Portfolio").

Revenue Split			
	Tier 1	Tier 2	Tier 3
Performance Measure:			
MIDs Approved in month	0	1 – 4	5 +
Percentage Payout:			
Low-Risk	70%	80%	100%
High-Risk	40%	50%	60%
Registered High-Risk	40%	50%	60%

Note: The aggregate Revenue Split is a weighted average based on the composition of applicable Tiers across the Agent's Portfolio – specifically, the proportion of Low-Risk, High-Risk, and Registered High-Risk MIDs in the Portfolio as of the last day of the reporting period.

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Agent's Initials: _____

The following table sets forth the Buy Rates associated with the compensation calculation of the Agent pursuant to Section 7(a).

Buy Rates

Interchange Fees	
Qualified, Mid & Non-Qualified Interchange	Pass through
VISA/MC, Amex & Discover Dues & Assessments	Pass through
All Other Brand-Related Fees	Pass through
Pin Based Debit Network Fees	Pass through
Pin Based Debit Fees	Pass through
EBT Transaction Fees	Pass through
Authorization/Settlement Fees/BIN	
BIN Fee Low-Risk	3 bps ¹
BIN Fee High-Risk	20 bps
BIN Fee Registered High-Risk	40 bps
Dial Authorization	\$0.04
IP Authorization	\$0.03
High-Risk Authorization	\$0.07
Registered High-Risk Authorization	\$0.10
Settlement	\$0.02
Batch Header	\$0.05
Incoming Transaction Fee	\$0.10
Level III	\$0.05
Other Fees	
AVS Transaction Fees	\$0.05
Processor Help Desk Calls	\$5.00
Voice Authorization	\$1.60
Retrieval Fee	\$5.00
High-Risk Registration Fee	Pass through
High-Risk Monitoring Fee	20 bps
Registered-High Risk Monitoring Fee	50 bps
Monthly Fees	
Statement Fee	\$5.00
Monthly Minimum	\$0.00
IRS Reporting Fee	\$2.95
High Risk G2 Scan	\$20.00
PCI Compliance	\$3.95
Merchant Club	\$9.95
Wireless Services	
Wireless Set Up	Pass through
Wireless Monthly	Pass through
Wireless Transaction Fee	\$0.10

¹ “bps” means basis points.

Agent's Initials: _____