



MYNTPAY GATEWAY PROCESSING SERVICE AGREEMENT

The Myntpay Gateway Processing Service Agreement (hereinafter the “Agreement”) is a legally binding contract between you and/or your company (hereinafter “CLIENT”) and Myntpay LLC (hereinafter “MYNTPAY”).

By clicking on the “I AGREE” button or a similar affirmation, CLIENT agrees that CLIENT reviewed and understands the Agreement, agrees to be legally bound by the following terms and conditions of the Agreement, and any action related to this service will be governed by the Agreement.

WHEREAS, MYNTPAY, a PCI Compliant Level 1 service provider is engaged in the business of providing financial transaction processing services to merchants with whom MYNTPAY has entered into a gateway processing agreement, including:

- 1) authorization, data capture and settlement services for the processing and facilitation of the payment of bankcard charters created by the holders of MasterCard International, Incorporated (“MasterCard”); Visa U.S.A, Inc. and Visa International, Incorporated (collectively “VISA”); JCB, Discover, Diner’s Club, and UnionPay; and,
- 2) authorization services for American Express.

(MasterCard, VISA, JCB, Diner’s Club, UnionPay, American Express and Discover are sometimes hereinafter collectively called “Card Associations” – collectively the services provided hereunder are referred to as the “Gateway Processing Services”).

AND

WHEREAS, CLIENT desires to obtain and MYNTPAY is willing to supply certain gateway processing services on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Definitions.

Myntpay LLC

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All Rights Reserved. This document contains confidential and proprietary information of MyntPay. No disclosure or duplication of any portion of these materials may be made without the express written consent of MyntPay.

The following words have the following meanings when used in this Agreement:

- 1.1 Confidential Information: means any non-public data or information, oral or written, pertaining to the disclosing Party's (or, if disclosing Party is bound to protect the confidentiality of any third party's information, such third party's) past, present, or future research, development or business activities, including any unannounced product(s) and service(s), any information relating to services, developments, inventions, processes, plans, financial information, forecasts, and projections and the financial terms of this Agreement. Notwithstanding the foregoing, Confidential Information will not be deemed to include information if: (i) it was already known to the receiving Party prior to the date of this Agreement as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving Party; (iii) it has been rightfully received by the receiving Party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been approved for release by written authorization of the owner of the Confidential Information; (v) demographic, product purchasing data or similar market analysis information derived by MYNTPAY from the information described in the preceding sentence; or (v) it is required to be disclosed pursuant to final binding order of a governmental agency or court of competent jurisdiction, provided that the disclosing Party has been given reasonable notice of the pendency of such an order and the opportunity to contest it.
- 1.2 Intellectual Property Rights: means all (a) copyrights, patent rights, trade names, mask-work rights, trade secrets, moral rights, author's rights, algorithms, rights in packaging, goodwill and other intellectual property rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or any other state, country or jurisdiction; (b) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; and (c) all derivatives of any of the foregoing.

2. MYNTPAY Services.

MYNTPAY acknowledges that it is responsible for the security of cardholder data that we possess or otherwise store, process or transmit on behalf of the CLIENT.



MYNTPAY acknowledges as a service provider that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of CLIENT. A document detailing the PCI responsibilities of MYNTPAY and CLIENT is separately available at: <https://manual.myntpay.com> and PCI Matrix document at: https://www.pcisecuritystandards.org/documents/PCI_DSS-QRG-v3_2_1.pdf.

MYNTPAY will perform the following services for CLIENT:

- 2.1 MYNTPAY will provide CLIENT access to the MYNTPAY software plug-in and documentation.
- 2.2 MYNTPAY hereby provides CLIENT a license to issue commerce transactions via MYNTPAY's gateway, using MYNTPAY's software plug-in, for the express purpose of utilizing MYNTPAY's gateway for transaction processing. MYNTPAY acknowledges that it is responsible for the security of cardholder data that it possesses or otherwise stores, processes or transmits on CLIENT's behalf.
- 2.3 At CLIENT's request MYNTPAY will provide access to the MYNTPAY portal site, which will then be available for CLIENT's non-exclusive use over the life of this Agreement.
- 2.4 MYNTPAY will provide CLIENT support during initial CLIENT test transactions on the MYNTPAY system.
- 2.5 MYNTPAY will provide CLIENT access to MYNTPAY's online reporting interface.
- 2.6 MYNTPAY will provide CLIENT with those Transaction Processing Services selected by CLIENT on another form.
- 2.7 At CLIENT's written request and following MYNTPAY's written agreement, MYNTPAY may provide CLIENT consulting services at the rate of sixty-five (\$65) dollars per half-hour.
- 2.8 MYNTPAY will provide CLIENT with a monthly invoice for transaction fees relating to Transaction Processing Services provided, on or near the last business

day of the month in which the Services are provided (the “MYNTPAY Invoice”). US-based CLIENT will allow MYNTPAY to pay the MYNTPAY invoice via ACH deduction on or after the day the MYNTPAY invoice is issued. CLIENT will incur an additional fee of twenty-five dollars (\$25) for each bounced or rejected ACH transaction. Non-US-based CLIENT will send MYNTPAY an international wire in USD (United States Dollars) upon receipt of invoice or register a credit card for the deduction of this amount. CLIENT agrees and understands that MYNTPAY charges twenty dollars (\$20 USD) for receiving each US wire and fifty dollars (\$35 USD) for receiving each international wire. Interest will accrue on any outstanding balance owed MYNTPAY by CLIENT, at a rate of 1.5% per month.

2.9 MYNTPAY covenants and agrees that it will utilize the credit card and/or customer information given to it for no purpose other than to perform the services provided under this Agreement.

2.10 If CLIENT selects Transaction Processing and Customer Support Services, MYNTPAY covenants and agrees that it will provide customer support services via email to CLIENT’s customers, barring unforeseen issues beyond its control, like acts of God, acts of civil or military authority, government regulation, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, floods, earthquakes, nuclear accidents, strikes, power blackouts, unusually severe weather conditions or acts or omissions of the telecommunication common carriers, Internet service interruption caused by 3rd party Internet service provider.

3. Term and Termination.

3.1 The initial term of this Agreement is one (1) year from the Effective Date. Thereafter this Agreement will renew automatically for additional one (1) year terms (each such term an “Additional Term”) unless MYNTPAY gives CLIENT no less than sixty (60) calendar days advance written notice that the Agreement will not so renew. CLIENT may terminate this Agreement at any time by giving MYNTPAY thirty (30) days advance written notice.

3.2 The Agreement may be terminated by either Party at any time in the event of a material breach by the other Party that remains uncured fifteen (15) days after the

breaching party has been emailed notice thereof. The Parties acknowledge that non-payment of fees constitutes a material breach of this Agreement.

3.3 In the event that MYNTPAY reasonably believes CLIENT's conduct, or CLIENT's products or their contents violate applicable law, would tend to injure MYNTPAY's reputation, or pose a threat to MYNTPAY's systems, equipment, processes, or Intellectual Property Rights (as defined in Section 1 of this Agreement), MYNTPAY may discontinue providing the Services.

3.4 The Agreement may be terminated by either Party effective immediately and without any requirement of notice, in the event that (i) the other Party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (ii) a receiver, trustee, or similar officer is appointed for the business or property of such Party; (iii) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such Party and not stayed, enjoined, or discharged within thirty (30) days; or (iv) the other Party adopts a resolution for discontinuance of its business or for dissolution.

4. Intellectual Property Rights.

All Intellectual Property Rights not specifically granted in this Agreement are reserved by the Parties. CLIENT agrees that all Intellectual Property Rights created by MYNTPAY in connection with this Agreement and all the documentation therefore and all renewals and extensions thereof will be entirely MYNTPAY's property, free of any claims whatsoever by CLIENT. MYNTPAY will have the sole and exclusive right to register such Intellectual Property Rights.

5. Confidential Information.

5.1 Each Party acknowledges and agrees that any confidential, non-public information received from the other Party will be the sole and exclusive property of the other party and may not be used or disclosed except as necessary to perform the obligations required under this Agreement.

5.2 During the term of this Agreement, after CLIENT's thirty (30) days advance written request, MYNTPAY will provide an export of CLIENT's customer and recurring



databases to a Payment Card Industry (PCI) Data Security Standard-certified facility of CLIENT's choosing.

6. Disclosure of the Existence of the Agreement

Each Party is permitted to disclose the existence of the Agreement without the consent of the other.

7. Limitation of Liability.

7.1 Other than with respect to the Parties' confidentiality obligations and indemnification obligations under this Agreement, under no circumstances, will: (i) either Party be liable to the other Party or any third party for indirect, incidental, consequential, special or exemplary damages (even if that Party has been advised of the possibility of such damages), arising from the use or inability to use the services or any other provision of this agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, any failure of delivery, costs of lost or damaged data or documentation, or liabilities to third parties arising from any source; or, (ii) be liable to the other Party or any third party for any damages arising out of the services or otherwise arising out of this agreement in excess of the amount of fees actually paid to MYNTPAY by CLIENT pursuant to Section 2 of this Agreement.

7.2 CLIENT bears: (i) all collection risk (including, without limitation, credit card fraud and any other type of credit fraud) with respect to sales of its products; and, (ii) all responsibility and liability for the proper payment of any taxes that may be levied or assessed (including, without limitation, sales taxes) in respect of sales of its products.

7.3 CLIENT is solely responsible for maintaining complete backup records of all information relating to its customers' orders, inquiries and purchases and any other customer information. MYNTPAY stores, backs up and utilizes only the information necessary to facilitate transaction processing and associated services.

7.4 MYNTPAY has no obligation to monitor or regulate the contents of CLIENT's website; CLIENT agrees to hold MYNTPAY harmless if any CLIENT website content is found to be illegal. CLIENT hereby represents and warrants to MYNTPAY that its website's contents do not infringe on or violate any third-party



Intellectual Property Rights and will not contain any content that violates any applicable law, regulation or third party right.

8. Representation and Warranties.

8.1 MYNTPAY represents and warrants to CLIENT that: (a) MYNTPAY is authorized to enter into this Agreement without the violation of any applicable law, rule or regulation or any right or contract with any third party; (b) the intellectual property provided by MYNTPAY under this Agreement, including, without limitation, the plug-in and Services to be used by CLIENT as contemplated by this Agreement, do not and will not infringe or misappropriate any third-party rights, including, Intellectual Property Rights; (c) MYNTPAY complies, and will comply, with all applicable laws, rules and regulations in connection with performance of its obligations under this Agreement including laws relating to infringement and misappropriation of intellectual property rights, privacy and data security.

8.2 CLIENT represents and warrants to MYNTPAY that: (a) CLIENT is authorized to enter into this Agreement without the violation of any applicable law, rule or regulation, or any right of contract with any third party; (b) CLIENT complies, and will comply, with all applicable laws, rules and regulations in connection with the performance of its obligations under this Agreement including laws relating to privacy and data security.

8.3 Except as expressly set forth in this agreement, MYNTPAY hereby specifically disclaims any representations or warranties, express or implied, regarding the Services, including any implied warranty of merchantability or fitness for a particular purpose, and any implied warranties arising from course of dealing or course of performance.

9. Relationship of Parties.

The Parties will perform all of their duties under this Agreement as independent contractors. Nothing in this Agreement will be construed to give either party the power to direct or control the daily activities of the other, or to constitute the parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The Parties understand and agree that, except as specifically provided in this Agreement, neither Party grants the other the power or authority: (1) to make or give any agreement,



statement, representation, warranty, or other commitment on its behalf; (2) to enter into any contract or otherwise incur any liability or obligation, express or implied, on its behalf; or, (3) to transfer, release, or waive any right, title, or interest of such other Party.

10. Indemnification.

CLIENT agrees to defend and indemnify MYNTPAY (including its employees, members, officers, agents and directors) from and against any and all claims, liabilities, costs, suits, losses, damages and attorney's fees, which result directly or indirectly from MYNTPAY's performance of this contract, except those caused by MYNTPAY's willful misconduct or sole negligence. This clause survives the term of this contract.

11. Entire Agreement.

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each Party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

12. Modifications, Amendments, and Waivers.

This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized officers of both Parties.

13. Counterparts.

This Agreement may be executed in counterparts each of which will be deemed an original and all such counterparts will constitute one and the same agreement.

14. Governing Law; Consent to Jurisdiction; Attorney's Fees.

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, is governed by and construed and enforced in accordance with the laws of United States and California state. Any litigation arising out of, in connection with or that relates in any way to this Agreement will be filed in a court of competent jurisdiction in Los Angeles, California. If any party to this contract institutes legal action (including, but not limited to: a lawsuit; alternative dispute resolution; arbitration; mediation; or the like) to enforce or interpret any provision of this

agreement, then the prevailing Party is entitled to recover its reasonable attorney's fees and costs related thereto.

15. Assignment.

This Agreement may not be transferred or assigned by either Party other than by operation of law or to either Party's lenders for collateral security purposes, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempt by either party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party is null and void.

16. Survival.

The provisions of this Agreement relating to payment of any fees or other amounts owed, payment of any interest on unpaid fees, confidentiality and warranties and indemnities will survive any termination or expiration of this Agreement.

17. Headings.

The headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

18. Force Majeure.

No Party to this Agreement will be liable to the other Party for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to circumstances beyond its control, including, but not limited to, any fire, terrorism, power failure, labor dispute or government measure ("Force Majeure"). The Parties agree that the deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure. Both Parties will use all commercially reasonable efforts to minimize the effect of the Force Majeure on its performance under this Agreement. Notwithstanding the continuance of an event of Force Majeure, neither Party may delay performance of its obligations under any circumstances by more than thirty (30) business days; otherwise the other Party may terminate this Agreement on written notice to the delaying Party. CLIENT's obligation to pay for services under this Agreement is not subject to suspension or delay under this clause.

19. Notices.

Any notice, approval, request, authorization, direction or other communication required or permitted by this Agreement will be in writing, effective upon receipt, when



delivered: (a) personally or by courier; (b) by overnight delivery service with confirmation of receipt; (c) by confirmed facsimile; or, (d) five (5) days after being deposited in the US mail, certified or registered, addressed to the party to be notified at such Party's address as set forth below, or as subsequently modified by written notice.