FREE CLOVER PLACEMENT AGREEMENT

☐ FREE

Clover Flex
Package 1

☐ FREE

Clover Mini
Package 2

☐ FREE

Clover Go
Package 3

This Agreement shall be coterminous with the Merchant Processing Agreement between Merchant and Wells Fargo Bank, N.A. Merchant agrees that the equipment is the property of Hubwallet, is being licensed to Merchant, and must be returned and received by Hubwallet in good condition within ten (10) calender days of any replacements, cancellation, or termination of this agreement. Upon such prompt return, Merchant acknowledges that Hubwallet shall ACH debit from Merchant's bank account a mandatory restocking fee for each equipment in the amount of six hundred and ninety five dollars for Package 1, 2, and package 3, plus amount of any damage to the equipment caused by Merchant's misuse or negligence. If the equipment is not promptly returned, or returned unrepairable Merchant Hereby authorizes Hubwallet to ACH debit from Merchant's bank account the depreciated equipment value of (eight hundred and ninety nine dollars for Package 1, nine hundred and ninety nine dollars for Package 2, eight hundred and ninety nine dollars for Package 3. In the event that Hubwallet in unable to ACH debit Merchant's bank account for the value of any and all unreturned equipment, and/or any of the above fees, Merchant agrees and shall be liable to make immediate payment to Hubwallet for all the applicable amounts.

Hubwallet warrants that each item of equipment will be suitable for normal operation and use at the time of delivery. Hubwallet makes No other representation or warranty of any kind, expressed or implied written or oral, as to any Matters whatsoever. Hubwallet disclaims Any and All implied warranties of merchant ability or fitness for any particular purpose. In no event will Hubwallet be liable to the Merchant for any incident, indirect or consequential damages however cause whether by Hubwallet negligence or otherwise. The Merchant shall not reassign this agreement, and the rights and obligations created hereunder without the prior written consent of Hubwallet. In the event that any one or more provisions contained in this agreement should for any reason beheld to be unenforceable in any respect under the laws of the state of California, or the United States, enforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such unenforceable provision had not been contained herein. All questions concerning the validity, operation, interpretation, and construction of this agreement will be governed by and determined in accordance with the laws of California.

Merchant agrees to indemnify and old member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets or counter claims of any kind in any way related to the use (or misuse) of the equipment. This damage to the equipment resulting from an act of nature, fire, or theft, or from misuse or Merchant or its agents. Merchant also agrees to pay member a shipping/ handling charge of one hundred and fifty dollars for each delivery of replacement equipment, regardless of the reason.

Shipping & Address Verification ☐ Ground (Free) ☐ 2nd Day (Fees Apply) ☐ Next-Day (Fees Apply)

DBA _____ Street Address _____ City _____

State _____ Zip _____ ☐ Commercial Location ☐ Residential Location

Merchant Owner/Partner/Officer:

Print Name _____ Title _____ Signature _____ Date _____

The undersigned, who will derive a benefit by the entering into the above Agreement between Merchant and Hubwallet, hereby guarantees to Hubwallet and to it's successors and assigns, the full prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name _____ Personal Guarantor Signature _____ Date _____