



Point of Sale System Service Agreement - Exhibit A

MERCHANT DBA NAME ("Merchant"):		DATE:
MERCHANT LEGAL NAME:		
MERCHANT ADDRESS:		
CITY:	STATE:	ZIP:
MERCHANT PHONE:	E-MAIL ADDRESS:	
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON PROFIT <input type="checkbox"/> OTHER: _____		

OWNERS OR OFFICERS					
PRINCIPAL#1		% OF EQUITY OWNERSHIP	PRINCIPAL#2		% OF EQUITY OWNERSHIP
SOCIAL SECURITY NUMBER	DATE OF BIRTH	TELEPHONE #	SOCIAL SECURITY NUMBER	DATE OF BIRTH	TELEPHONE #
RESIDENCE ADDRESS			RESIDENCE ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

ENROLLMENT OPTIONS

For the Service Fees set forth below and in accordance with the terms and conditions set forth in the Service Agreement the Merchant shall receive the following service:

I. BASE PACKAGE

PRICE: NUMBER OF SYSTEMS: ___ X \$ _____ / month		TOTAL PRICE: \$ _____ / month for 48 Months	Plus local, federal and state taxes

II. OPTIONAL ADD-ONS ("Add-Ons")

below are if they need add ons

For an additional monthly per-item service charge Merchant shall be entitled to service for the Add-Ons as set forth in the Agreement:

PRODUCT/SERVICE	QUANTITY	MONTHLY COST	TOTAL COST
			\$
			\$
			\$
			\$
TOTAL OPTIONAL ADD-ONS:			\$ _____ /month
TOTAL MONTHLY SERVICE FEE (SECTION I + SECTION II):			\$ _____ /month
Plus local, federal and state taxes			

III. OPTIONAL ACCESSORY PURCHASES

(These Items are Purchased by Merchant before or after initial sale and are NOT part of the Service Agreement. All products received "as is, where is")

PRODUCT/SERVICE	QUANTITY	PRICE	TOTAL COST
			\$
			\$
			\$
			\$
			\$
TOTAL OPTIONAL ACCESSORIES:			\$ _____
Plus local, federal and state taxes			

PRINCIPAL #1 INITIALS: _____ PRINCIPAL #2 INITIALS: _____

ACH Authorization: The service charges as specified in Exhibit A shall be debited from Merchant's account upon the execution of this Agreement and then monthly on the 1st week of every month. All other charges payable hereunder shall be debited during the month in which they have been incurred. Authorized Merchant Representative's signature below authorizes Hubwallet, its affiliates, subsidiaries, designated assignees, or third party providers to initiate ACH transfer entries to credit and/or debit the account identified in the voided check provided to Hubwallet for Monthly Service Fees as set forth in Exhibit A. This authorization shall remain in effect unless and until Hubwallet receives written notification from Merchant that this authorization has been terminated in such time and manner to allow Hubwallet to act.

Credit Inquiry Authorization: Authorization is hereby granted by the Merchant representative who has signed below to Hubwallet to obtain a consumer credit report through a credit reporting agency chosen by Hubwallet. Authorized Merchant Representative understands and agrees that Hubwallet intends to use the consumer credit report for the purposes of evaluating my financial readiness to enter into this Service Agreement. Authorized Merchant Representative understands that this credit report will be retained on file at the Hubwallet office for use only by Hubwallet staff. This information will not be disclosed to anyone by Hubwallet without written consent unless required by law. Authorized Merchant Representatives signature below authorizes the release to the credit reporting agency of financial information which I have supplied to Hubwallet in connection with such an evaluation. Authorization is further granted to the credit reporting agency to use photostatic reproduction of this form if required to obtain any information necessary to complete my consumer credit report. SIGNING BELOW GRANTS HUBWALLET AUTHORIZATION TO DEBIT THE MERCHANT ACCOUNT AS SET FORTH HEREIN AND GRANTS HUBWALLET PERMISSION TO THE RELEASE OF FINANCIAL INFORMATION TO THE CREDIT REPORTING AGENCY AND GRANTS PERMISSION FOR HUBWALLET TO OBTAIN A COPY OF MY CREDIT REPORT.

<input checked="" type="checkbox"/> _____ PRINCIPAL 1 SIGNATURE	_____ DATE
<input checked="" type="checkbox"/> _____ PRINCIPAL 2 SIGNATURE	_____ DATE

Personal Guaranty: This general, absolute and unconditional Guaranty ("Guaranty" by the undersigned (collectively "Guarantor" or "my" or "i" or "me")) is for the benefit of Hubwallet. For value received, and in consideration for the mutual undertakings contained in the Agreements, exhibits, and all other related agreements entered into between Merchant and Hubwallet or its parents, affiliates, successors, and assigns, I absolutely and unconditionally guarantee the full performance of all Merchant's obligations to Hubwallet, together with all costs, expenses, and attorney's fees incurred by Hubwallet, its parents, affiliates, successors, or assigns, in connection with any action, inactions, or defaults of Merchant with respect to this Agreement or any other Agreement currently in effect or in the future entered into between Merchant or its principals and Hubwallet, its parents, affiliates, successors, or assigns. I waive any right to require Hubwallet, its parents, affiliates, successors, or assigns, to proceed against other entities or Merchant. There are no conditions attached to the enforcement of this Guaranty. I authorize, Hubwallet, its parents, affiliates or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Hubwallet's request, financial statements and/or tax returns. I agree that this Guaranty shall be governed and construed in accordance with the State of California, and that the courts of Los Angeles shall have and be vested with personal jurisdiction. The termination of this Agreement or Guaranty shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this Guaranty shall be effected by any change in my legal status or any change in the relationship between Merchant and me. This Guaranty shall bind and inure to the benefit of the personal representatives, parents, heirs, administrators, successors and assigns of Guarantor and Hubwallet.

AGREED AND ACCEPTED:

<input checked="" type="checkbox"/> _____ PRINCIPAL 1 SIGNATURE	_____ PRINT NAME
<input checked="" type="checkbox"/> _____ PRINCIPAL 2 SIGNATURE	_____ PRINT NAME

BY THEIR EXECUTION BELOW, THE UNDERSIGNED AGREES TO ABIDE BY THE SERVICE AGREEMENT AND ITS EXHIBITS, THE AGREEMENT CONSISTS OF THE SERVICE AGREEMENT TERMS AND CONDITIONS, EXHIBITS (ENROLLMENT OPTIONS AND MERCHANT AGREEMENT), AND MERCHANT ACKNOWLEDGES RECEIPT OF SERVICE AGREEMENT TERMS AND CONDITIONS AND MERCHANT AGREEMENT TERMS AND CONDITIONS, AT THE TIME OF SIGNING. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED TO HUBWALLET IS COMPLETE AND ACCURATE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED OR APPROVED BY HUBWALLET.

AGREED AND ACCEPTED: MERCHANT LEGAL NAME: _____

<input checked="" type="checkbox"/> _____ PRINCIPAL 1 SIGNATURE	_____ PRINT NAME
<input checked="" type="checkbox"/> _____ PRINCIPAL 2 SIGNATURE	_____ PRINT NAME

Hubwallet Point-of-Sale ("POS") System Service Agreement ("Service Agreement or Agreement")

THIS SERVICE AGREEMENT is made on the date as set forth above, by and between **Hubwallet** with its principal place of business at **21550 Oxnard Street, Suite 700, Woodland Hills, CA 91367** and **Merchant** with its principal place of business located at the address as set forth in Exhibit A.

WHEREAS, Hubwallet has placed certain Equipment at the Merchant Location for the exclusive use by Merchant;

WHEREAS, Merchant now desires to purchase services for such Equipment and Hubwallet agrees to supply such service to the Merchant on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Definitions. (a) **Equipment** shall mean any product listed in Exhibit A as a Base Package or Add-Ons (Section I and II). (b) **Merchant Agreement** shall mean the separate Merchant Transaction Processing Agreement and Terms and Conditions between Hubwallet and the Merchant for the purpose of providing merchant processing services. (c) **Merchant Authorized Representative** shall mean the individual authorized to enter into agreements on behalf of the Merchant and who signs this Agreement on behalf of the Merchant. (d) **Merchant Location** shall mean the address of the Merchant where the Equipment is physically located listed in Exhibit A. (e) **Software** shall mean the current version of the proprietary Hubwallet owned, developed, licensed, enhanced, or revised from time to time contained in the Equipment specified in this Agreement.

2. License. (a) Merchant will have a non-exclusive, non-transferrable license to use the Software in its business. Merchant will only have a license subject to the terms of this Agreement; Hubwallet reserves and retains all rights not extended hereunder. This license is not a license of any trademarks, service marks, trade names, or logos, and does not include any software other than the Software. (b) Merchant may not alter the Software, or reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Software. Merchant's failure to use the Software during the term of this Agreement shall not relieve Merchant of any of its obligations hereunder. (c) This license does not include any rights to manufacture, copy, sublicense, distribute, transfer or otherwise dispose of any copies of the Software. Nothing contained in this Agreement shall give Merchant any ownership interest, or title to, the Software, source code, and the related documentation (including any adaptation of copies). Merchant has no right to create derivative works, enhancements or modifications to the Software, and if at any time any such are made, all ownership shall vest and remain with Hubwallet. (d) Merchant acknowledges that the performance of the Software is conditioned on Merchant providing, at its sole cost and expense continued and secure network. (e) This license is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of Software and Merchant agrees to abide by such limitations.

3. Hubwallet's Obligations

3.1 Service of Equipment: So long as Merchant is not in default of this Agreement, Hubwallet shall, for the monthly service charges set forth in Exhibit A hereto, provide service to the Merchant Location as set forth in this Section. (a) **Technical Support:** Merchant shall be entitled to remote technical support for the Equipment Monday through Friday 8am to 5pm pacific standard time. Hubwallet will use commercially reasonable efforts to answer questions and resolve any problems related to the Equipment and/or Software, but does not guarantee resolution of the problems reported. (b) **Customization:** Merchant shall be entitled to custom development and configuration of the Software. Such customization is done with the assistance of the Merchant who must provide information requested by Hubwallet. Upon completion of Equipment customization Hubwallet shall provide Merchant with an online presentation of the Equipment. Upon completion of this presentation, or if the Merchant declines to participate in such presentation, Merchant shall be required to sign Hubwallet's approval form which shall confirm that the Equipment meets the needs of the business. Merchant agrees that no Equipment shall be shipped prior to such verification. Any additional customization after the Equipment has been shipped to the Merchant is expressly excluded from this Agreement. Additional fees may apply. HUBWALLET DOES NOT WARRANT THAT CUSTOMIZATION WILL BE FREE FROM DEFECTS OR MISTAKES. HUBWALLET EXPRESSLY DISCLAIMS AND MERCHANT AGREES TO HOLD HUBWALLET HARMLESS FOR ANY ERRORS IN THE EQUIPMENT ONCE THE MERCHANT HAS SIGNED APPROVAL FORM. (d) **Repair/Replacement:** Upon notification either verbal or written, of malfunction of any Equipment covered under this Agreement, Hubwallet shall provide remote support to determine if the part is defective and, if so, at Hubwallet's sole discretion, repair Equipment or supply replacement Equipment. Replacement parts shall be sent to Merchant via ground UPS shipping. All inoperative, repaired, or replaced parts are the property of and shall be returned to Hubwallet. Failure to return replaced or repaired parts will result in charges to Merchant as referenced in Section 4.6. Merchant's failure to maintain the Equipment as set forth in Section 4 shall result in additional charges for the service of Equipment. Merchant shall be responsible for costs of shipping to and from Hubwallet.

3.2 Non-Standard Services: Hubwallet shall, at its sole discretion, for the additional charges, provide services and make required repair, redesign, reinstall, reconfigure or replace the Equipment when either is required due to causes not attributable to normal wear and tear, including, but not limited to: (a) the failure of Merchant to continually maintain the Merchant Location in conformance with commercially reasonable standards; (b) impairments in the performance of the Equipment resulting from changes in the design of the Equipment made by Merchant or mechanical, electrical, or electronic interconnections made by Merchant; (c) damage caused by accidents, natural disasters or the negligence of, or improper use or misuse of, the Equipment by Merchant; (d) damage or necessity of repair resulting from unauthorized maintenance by Merchant or any third party other than Hubwallet or its authorized representative; (e) damage or repair necessitated as a result of relocation of the Equipment; (f) change in laws or Association rules that require service, repair, or replacement above normal day to day maintenance; (g) any third party hardware or software in conjunction with the use of the Equipment without Hubwallet's express written consent; or (h) theft of the Equipment.

4. Merchant's Obligations

4.1 Notice of Equipment Failure: Merchant shall notify Hubwallet immediately upon Equipment failure or malfunction and shall allow Hubwallet full and free access to the Equipment and the use of necessary data communications facilities and equipment at no charge to Hubwallet, subject to Merchant's security rules.

4.2 Receipt of Equipment: Merchant warrants that it has signed the approval form acknowledging the proper customization of the Equipment prior to shipping. Upon signing courier delivery receipt, Merchant accepts the Equipment, Software, and customization as set forth herein. Any additional customization of equipment after completion of the verification shall be at additional cost to Merchant.

4.3 Merchant's Maintenance Efforts: Merchant shall maintain the Equipment in good operating condition, repair, and appearance, and protect the same from deterioration other than normal wear and tear; shall use the Equipment in the regular course of its business, within its normal operating capacity, without abuse, and shall comply with all laws, regulations, directives, requirements and rules with respect to the use, maintenance and operation of the Equipment and Software; shall use the Equipment and Software solely for business purposes; shall not make any modification, alteration or addition to the Equipment or Software, without the written consent of Hubwallet; shall not at any time affix, and shall not remove the Equipment from the Merchant Location without the written consent of Hubwallet, which shall not be unreasonably withheld.

4.4 Merchant Security. Merchant shall be responsible for (a) maintaining virus protection and security for all of its systems, data, and overall network access, and (b) all risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever after taking possession of the Equipment. Merchant acknowledges that security and access to any Equipment located on its premises is solely Merchant's responsibility and agrees to notify Hubwallet immediately if Equipment is lost, destroyed, stolen or taken by any other person. HUBWALLET DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT, AFTER THE INITIAL INSTALLATION OF THE EQUIPMENT OR ANY SOFTWARE CONTAINED THEREIN, THAT THE EQUIPMENT, SOFTWARE CONTAINED THEREIN, OR CUSTOMER'S DATA WILL REMAIN VIRUS-FREE. MERCHANT WAIVES ANY CLAIMS HEREUNDER AGAINST HUBWALLET TO THE EXTENT ARISING FROM MERCHANT'S FAILURE TO HAVE OR MAINTAIN CURRENT VIRUS PROTECTION, OR TO THE EXTENT ARISING AS A RESULT OF A FAILURE OR BREACH OF CUSTOMER'S SECURITY FOR ITS SYSTEMS OR DATA, OR AS A RESULT OF ANY UNAUTHORIZED ACCESS TO MERCHANT'S SYSTEMS. HUBWALLET FURTHER DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR PROBLEMS RESULTING IN OR RELATED TO MERCHANT'S DECISION TO USE A PARTICULAR INTERNET SERVICE PROVIDER OR RELATED TO ITS ABILITY TO CONNECT TO THE INTERNET.

MERCHANT ACKNOWLEDGES THAT ITS; ABILITY TO ACCESS DATA, RECEIVE REMOTE TECHNICAL SUPPORT, AND OPERATE THE EQUIPMENT, MAY BE AFFECTED BY PROBLEMS WITH ITS INTERNET CONNECTIVITY. ANY SUCH PROBLEMS ARISING OUT OF THE FOREGOING IS OUTSIDE OF HUBWALLET'S CONTROL; MERCHANT WAIVES ANY CLAIMS IT MAY HAVE AGAINST HUBWALLET DUE TO ITS INABILITY TO ACCESS DATA OR CONNECT TO THE INTERNET WHICH IS BASED ON OR ARISING OUT OF ONE OF THE FOREGOING REASONS.

4.5 Exclusive Credit Card Processing: Merchant agrees that during the term of this Agreement, and any renewal term that it shall enter into a Merchant Transaction Processing Agreement and exclusively process credit/debit/gift card transactions with Hubwallet. Failure to do so shall result in Hubwallet's right to immediately terminate this Agreement as set forth in Section 8, and forfeiture of the Equipment without notice or opportunity to cure. Such termination of this Agreement shall not relieve Merchant of its obligation to pay Fees that have accrued as of the termination date and shall result in an Early Termination Fee as set forth in Section 8.4.

4.6 Equipment Return. Merchant agrees that: (a) upon termination of the Agreement that it shall return all Equipment to Hubwallet within fifteen (15) days; (b) upon receiving replacement Equipment that it shall return any Equipment which it has requested being replaced to Hubwallet within fifteen (15) days of receipt of the substitute Equipment; and (c) to the extent permitted by applicable law, without demand or legal process, Hubwallet, its agents, affiliate, or assigns, may enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability of such retaking. Any Equipment that is; in Hubwallet's sole discretion damaged above ordinary wear and tear, or is not returned within the timeframe specified in this Section will result in a charge to Merchant of the then current rate of the Equipment.

4.7 Indemnification of Hubwallet: Merchant shall indemnify Hubwallet and hold it harmless against all claims, liabilities, and costs, including reasonable attorneys' fees; (a) reasonably incurred in the defense of any claim brought against Hubwallet arising out of or related to the use of the Equipment or Software contained therein; or (b) reasonably incurred as a result of Merchant's breach of this Agreement. Merchant shall promptly notify Hubwallet in writing of any such claim and any such suit will not be settled without Hubwallet's consent, such consent not to be unreasonably withheld. Hubwallet shall cooperate in the defense of such claim and may appear, at its own expense, through counsel reasonably acceptable to Hubwallet.

5. Charges and Payments

5.1 Debit of Service Charges: Merchant shall be charged Total Monthly Service Fee as set forth in Exhibit A for Equipment upon the first week of the month beginning on the Commencement Date. Hubwallet shall continue debit Merchant for service charges on the first week of every subsequent month during the Initial Term and any renewal term of this Agreement. Merchant expressly permits Hubwallet to re-debit merchant's bank account should its attempt to collect fees reject for any reason. The service charges as set forth in Exhibit A do not include and shall be increased to include any applicable local, state, or federal taxes or charges, however designated, levied, or assessed.

5.2 Billing, Payments and Credit Authorization: (a) Merchant grants Hubwallet, its affiliates, subsidiaries, successors, and assigns, Automated Clearing House ("ACH") Authorization to credit and debit its demand deposit account and permission to make a credit inquiry in order to obtain a consumer credit report as set forth in Exhibit A. (b) Hubwallet may share and Merchant expressly permits such information to be provided to third parties so long as such third party is under no less of an obligation to maintain the security of this information as Hubwallet. (c) Should any ACH debit made upon Merchants demand deposit account for payment due under this Agreement reject for any reason including but not limited to Merchant not having sufficient funds in its account, Merchant shall be charged for a thirty-five (\$35) dollar Insufficient Fund ("NSF") Fee. This authorization shall survive the term of this Agreement for as long as Merchant owes any fee as set forth herein.

5.3 Adjustments: Hubwallet may adjust the monthly service charges in Exhibit A upon thirty (30) days written notice in accordance with the provisions of Section 9.6 hereof.

5.4 Taxes: Merchant shall pay (or reimburse Hubwallet), in addition to the charges for the services specified herein and as a separate item, all taxes (exclusive of Hubwallet net income taxes), however designated, or amounts legally levied in lieu thereof, based on or measured by the charges set forth in this Agreement or on this Agreement, or on the services rendered hereunder, now or hereunder imposed under the authority of any federal, state or local taxing jurisdiction.

5.5 Shipping: All Equipment shall be shipped via UPS Ground Shipping ("Courier"). Merchant authorizes Hubwallet to debit the amount for shipping and handling at the time the unit ships. Hubwallet shall have no liability for failure of Equipment to reach its destination in a timely manner once it has delivered the Equipment to Courier. Merchant is responsible for all shipping and handling costs.

6. Limitation of Remedies and Liability

6.1 SCOPE OF DAMAGES. HUBWALLET, ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS SHALL NOT BE RESPONSIBLE TO THE MERCHANT OR ITS AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS INTERRUPTION, OR OTHER INCIDENTAL, PUNITIVE OR ECONOMIC DAMAGES (INCLUDING THOSE ASSOCIATED WITH IMPROPER OR INADEQUATE TAXES CHARGED), WHETHER ARISING FROM MERCHANT'S USE (OR INABILITY TO USE) THE EQUIPMENT, SOFTWARE, SERVICES PROVIDED IN CONNECTION HERewith, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE MERCHANT BE ENTITLED TO RECOVER OR COLLECT ANY DAMAGES IN THE AGGREGATE IN EXCESS OF AN AMOUNT EQUAL TO THE FEES PAID UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE MERCHANT'S FIRST CLAIM OF ALLEGED DAMAGES. NOTWITHSTANDING THE FOREGOING, HUBWALLET, ITS AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES INCURRED AS A RESULT OF DOWNTIME OF THE EQUIPMENT OR SOFTWARE.

6.2 DISCLAIMER OF WARRANTIES AND LIMITATION OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, HUBWALLET, IT'S AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED AS TO ANY HUBWALLET SERVICE, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY HUBWALLET, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. HUBWALLET DOES NOT GUARANTEE THAT THE EQUIPMENT OR SOFTWARE CONTAINED THEREIN WILL SATISFY MERCHANT'S REQUIREMENTS, OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS AGREEMENT, IF ANY, THE EQUIPMENT, SOFTWARE, AND SERVICES ARE PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT WILL BE WITH THE MERCHANT. HUBWALLET SHALL NOT BE LIABLE FOR ANY COSTS OR FOR PERFORMING ANY SERVICES HEREUNDER ARISING IN CONNECTION WITH MERCHANT'S NEGLIGENCE, ABUSE, MISUSE, OR FAILURE TO PERFORM ROUTINE MAINTENANCE AND STANDARD OPERATING PROCEDURES.

7. Term. This Agreement shall become effective as of the date accepted and signed by Hubwallet and shall continue for an initial term of thirty-six (36) months from the Commencement Date ("Initial Term"), unless earlier terminated pursuant to this section. This Agreement shall automatically renew for a period of one (1) year at the end of any term unless the terminating party provides sixty (60) days' prior written notice to the non-terminating party in accordance with the provisions of 9.6 hereof of its intent to terminate the Agreement prior to the end of the then current term.

8. Termination. This Agreement may be terminated in accordance with the following:

8.1 Merchant's Default on Payments: In the event Merchant defaults on any payment due under this Agreement, Hubwallet shall be entitled to either (a) immediately terminate this Agreement, or (b) withhold Merchant processing funds in the amount which it is in default for which Hubwallet may immediately apply to payment of the fee set forth in Exhibit A.

8.2 Breach: In the event Merchant commits a breach of any of its obligations under Section 4, Hubwallet may terminate this Agreement or exercise its rights as set forth in this Section.

8.3 Survival of Merchant's Obligations: Customer's obligation to pay all charges which shall have accrued hereunder prior to termination of this Agreement shall survive termination, irrespective of the reason.

8.4 Early Termination Fee: If this Agreement is terminated either during the Initial Term or any renewal term for any reason set forth in this Section, Merchant agrees to pay an early termination fee equal to the total monthly service fee as set forth in Exhibit A multiplied by the number of months remaining on the then-current term, in addition to all other amounts that the Merchant owes. The parties agree that the precise damages resulting from an early termination by Merchant are difficult to ascertain, and this early termination fee is a reasonable estimate of anticipated actual damages and not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Merchant expressly authorizes Hubwallet to debit this fee from its account which may be done within thirty (30) days of termination.

9. General Terms and Conditions

9.1 Assignment: Merchant shall not have the right to assign or otherwise transfer its right and obligations under this Agreement except with the written consent of Hubwallet. Hubwallet shall have the right to assign any or all of its interest, rights, and obligations in this Agreement without the need for consent from Merchant. Any prohibited assignment shall be null and void.

9.2 Ownership: During the Initial and Renewal Terms, the Equipment is, and will remain at all times, the exclusive property of Hubwallet, its affiliates, successors, or assigns. Merchant's use of the Equipment is expressly conditioned on the terms of this Agreement and does not confer any ownership rights of any kind in the Merchant. Merchant hereby authorizes Hubwallet, at Merchant's expense, to cause this Service Agreement or any statement or any other instrument in respect to this Agreement showing Hubwallet's interest in the Equipment, to be filed or recorded. Merchant shall at all times keep the Equipment free from legal process or encumbrance whatsoever and,

shall indemnify Hubwallet from any loss caused thereby.

9.3 Confidentiality: Merchant shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code any Equipment, or any Software or products used in conjunction with the Equipment. Merchant is not permitted to make derivative works of any software, hardware, or otherwise used in conjunction with or part of the Equipment, and ownership of any unauthorized derivative works shall vest in Hubwallet. Merchant shall not, without Hubwallet's prior written consent, disclose any of the Proprietary Information of Hubwallet, including but not limited to the Equipment or Software, to any person, except as is necessary to enable such party to exercise its rights hereunder. Merchant agrees to solely use the Proprietary Information of Hubwallet as is necessary in its performance under this Agreement and as otherwise necessary to enjoy the acceptable use of the Equipment. Merchant agrees that any party that has access to this information will be subject to the confidentiality terms as set forth in this section.

9.4 Proprietary Interest: Merchant shall have no interest whatsoever, including copyright interest, franchise interests, license interest, patent rights, property rights or other interest in the Equipment or Software provided by Hubwallet. This Agreement is not construed as granting the Merchant any intellectual rights or intellectual license in any intellectual property which Hubwallet may obtain in respect of the Equipment and Software. The Merchant will make no attempt to duplicate or otherwise ascertain the Proprietary Information, or otherwise attempt to reverse engineer any Hubwalletprovided Equipment or Software.

9.5 Amendments: This Agreement may be amended by Hubwallet, its affiliates, or assigns, upon thirty (30) days written notice. Merchant's continued use of the Equipment shall be acceptance of such amended terms.

9.6 Notices: Notices permitted or required to be given hereunder shall be deemed sufficient if given by courier service, registered or certified air mail, postage prepaid, return receipt requested, addressed to the respective addresses or the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective as of the date stamped on the receipt.

9.7 Severability: In the event that any of the terms of this Agreement are in conflict with any rule of laws, regulations, provisions or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed amended so that such term of provision complies with such applicable law or regulation, but such invalidity, unenforceability, or revision shall not invalidate any of the other terms of this Agreement and this Agreement such continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

9.8 Governing Law and Forum: Agreement to Arbitrate. (a) Hubwallet and Merchant agree to arbitrate **all disputes and claims** between each other or its affiliates, subsidiaries, successors, or assigns. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Office of the Comptroller of the Currency. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and Hubwallet are each waiving the right to a trial by jury or to participate in a class action.** This arbitration provision shall survive termination of this Agreement. (b) A party who intends to seek arbitration must first send to the other, by certified mail or courier service a written Notice of Dispute ("Notice"). The Notice to Hubwallet should be addressed to: General Counsel, Hubwallet 21550 Oxnard Street, Suite 700, Woodland Hills, CA 91367 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). If Hubwallet and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Hubwallet may commence an arbitration proceeding. (c) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. The parties specifically consent to and accept the jurisdiction of the courts of the State of California and the Los Angeles Superior Court located in Los Angeles, California for the purposes of such enforcement. Unless Hubwallet and you agree otherwise, any arbitration hearings will take place in Los Angeles, CA. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the preceding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. (d) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU, HUBWALLET AND ITS AFFILIATES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and Hubwallet agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. (e) Notwithstanding any provision in this Agreement to the contrary, we agree that if Hubwallet makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your Service Agreement, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. (f) Merchant and Hubwallet acknowledge and agree that this Agreement and Guaranty contained herein, was, and shall be deemed to have been, made and delivered in Los Angeles, California. The laws of the State of California, except as such law is preempted by or inconsistent with applicable federal law shall govern all matters (whether in contract, statute, tort or however characterized) arising out of or relating to this Agreement and the Guaranty contained herein, including without limitation, the validity, interpretation, construction, performance and enforcement of the Agreement and Guaranty contained herein, the courts of the State of California shall have and be vested with personal jurisdiction over the parties. If Merchant brings legal action against Hubwallet for any reason, Merchant shall commence the action within one (1) year of the date the error or the incident giving rise to such action occurred.

9.9 Conflicting Terms: The terms and conditions of this Agreement shall prevail over any additional, contrary terms, or oral representations, which may be contained in any instructions or other communications submitted to Hubwallet by Merchant with respect to this Agreement.

9.10 Independent Contractor: Nothing in this Agreement or in the performance thereof shall be construed to create any partnership, joint venture, or relationship of principal and agent or employer and employee between Hubwallet and Merchant or any of their respective affiliates or subsidiaries. Hubwallet and Merchant are and shall remain independent contractors. As such, neither Merchant nor any employees, agents or affiliated persons of Merchant shall be entitled under any circumstances to maintain any action against Hubwallet for any physical injury incurred by Merchant or any employees, agents or affiliated persons of Merchant (including, but not limited to, the filing of claims under the workers' compensation laws of any state.) Furthermore, Merchant acknowledges that Merchant shall be solely responsible for the purchase and maintenance of employment and/or workers compensation insurance coverage related to its employees, agents or contractors, and that Hubwallet shall have no responsibility for any such coverage.

9.11 Force Majeure: Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

9.12 No Waiver of Rights. Unless expressly provided herein, no failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

9.13 Entire Agreement: HUBWALLET'S REPRESENTATIVES MAY HAVE MADE ORAL STATEMENTS REGARDING THE EQUIPMENT, SOFTWARE OR SERVICES SET FORTH HEREIN. NONE OF THE ORAL STATEMENTS CONSITUTE WARRANTIES, MERCHANT SHALL NOT RELY ON ANY OF THEM, AND THEY ARE NOT PART OF THE AGREEMENT. THIS AGREEMENT, INCLUDING THE EXHIBITS ATTACHED HERETO AND INCORPORATED AS AN INTEGRAL PART OF THIS AGREEMENT, CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PREVIOUS PROPOSALS, ORAL OR WRITTEN, AND ALL NEGOTIATIONS, CONVERSATIONS OR DISCUSSIONS HERETOFORE HAD BETWEEN THE PARTIES RELATED TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATIONS OR STATEMENTS, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED HEREIN.