



## ISV REFERRAL AGREEMENT

This agreement is entered into between the referring party named in the signature block ("**Referring Party**"), and ProPay, Inc. and its affiliates, ("**ProPay**") with offices at 3400 N. Ashton Blvd., Suite 200, Lehi, Utah 84043. This agreement is effective the date ProPay signs this agreement ("**Effective Date**").

### 1. DEFINITIONS.

"**Card Brand(s)**" means MasterCard International Incorporated ("**MasterCard**"), Visa U.S.A. Inc. ("**Visa**"), American Express Travel Related Services Company, Inc. ("**American Express**") and DFS Services LLC ("**Discover**"), collectively or individually, as applicable.

"**Confidential Information**" means any and all information, without regard to form, that is disclosed to or becomes known to the other party as a result of activities under this agreement and is not generally known in the relevant trade or industry, including, but not limited to, the following: information concerning relating to the business, operations, or affairs of customers or clients of the disclosing party, including, without limitation, card transaction data, trade secrets, proprietary ideas, techniques, technological developments, financial information and results, audits of any kind, customer information lists, supplier lists, business forecasts, software, and sales, merchandising and marketing plans and materials, and any other information which is disclosed and marked or designated as confidential, restricted, proprietary, or with a similar designation, to the recipient or, if unmarked, which the recipient should reasonably know is confidential.

"**Customer**" means any sole proprietor or business entity regularly engaged in the sale of goods or services that is a customer of Referring Party.

"**ProPay Services**" means the payment services, payment data security services, and other ancillary services provided by ProPay for Referred Customers.

"**Revenue Share**" means the amount (according to the calculation in exhibit A) that ProPay will pay to Referring Party for certain ProPay Services billed to and collected from a Referred Customer.

"**Referred Customer**" means a Customer referred to ProPay by Referring Party subject to the following conditions: (a) the Customer was not an existing or prior customer of ProPay as of the date Referring Party referred Customer to ProPay; (b) ProPay has not had material contact with the Customer concerning the ProPay Services in the one-year period prior to the date Referring Party referred Customer to ProPay; and (c) the Customer has executed an agreement with ProPay for the ProPay Services.

"**Rules**" means the Card Brand rules as they may be amended from time to time, portions of which may be found at:

[http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html),  
<http://www.mastercard.com/us/merchant/index.html>, and  
[https://www209.americanexpress.com/merchant/singlevoice/pdfs/en\\_US/DSOP\\_Service\\_Provider\\_US.pdf](https://www209.americanexpress.com/merchant/singlevoice/pdfs/en_US/DSOP_Service_Provider_US.pdf) and  
[www.americanexpress.com/merchanttopguide](http://www.americanexpress.com/merchanttopguide).

**2. REFERRALS.** Referring Party agrees to refer Customers to ProPay. ProPay will evaluate each Customer and, at its sole discretion, decide whether to allow the Customer to become a

Referred Customer. If a Customer already has an existing relationship for transaction processing with ProPay, such Customer will not be eligible to participate under the terms of this agreement.

### 3. PROPAY OBLIGATIONS.

3.1. **Approval of Customers.** Referring Party acknowledges and agrees that Customer referrals are subject to acceptance and approval by ProPay and the sponsoring financial institution with which ProPay is affiliated. This includes Customer referrals through Referring Party's affiliation that are enrolled in real time. Referring Party further acknowledges that Card Brands or ProPay's sponsor bank may impose additional requirements that limit ProPay's ability to provide the ProPay Services to Customers, impacting the approval of Customers or requiring termination of ProPay Services to existing Referred Customers. ProPay reserves the right, in its sole discretion, to refuse to provide the ProPay Services to any Customer referred to ProPay by Referring Party, and to terminate any agreement with any Referred Customer with or without cause. All ProPay Services provided by ProPay will be governed by the terms of such applicable agreement.

3.2. **Billing Obligations.** ProPay will bill Referred Customers for all applicable ProPay Services in accordance with the terms of the agreement entered into between ProPay and the Referred Customer.

3.3. **Revenue Share.** ProPay will pay Referring Party each month the Revenue Share according to the terms set forth herein.

**4. RELATIONSHIP OF THE PARTIES/AUTHORITY.** Throughout the term of this agreement, the parties agree to the following:

4.1. Nothing herein may be construed to imply a partnership, agency relationship, or joint venture between ProPay and Referring Party. The relationship between ProPay and Referring Party will at all times be exclusively that of principal and independent contractor, and neither party may hold itself out to any person, firm or corporation as acting in any capacity other than that of principal and independent contractor. Neither party has the authority to represent, speak on behalf of, or bind one another in any dealings or transactions whatsoever.

4.2. In introducing ProPay, ProPay's name, the ProPay Services or related financial terms, Referring Party must utilize only documents and information that have been: (i) supplied by ProPay, or (ii) approved in writing by ProPay. Any information provided on an Internet website by Referring Party regarding ProPay, ProPay's name, the ProPay Services or related ProPay financial terms must be approved in writing by ProPay prior to being placed on the website.

4.3. The parties agree that each party has the right to review the other party's marketing and business methods to ensure that each party's name and reputation are maintained. Each party will grant and supply the other party with all reasonable accesses and information needed to verify such compliance.

4.4. With Referring Party's prior approval, Referring Party will permit ProPay to use, print, publish, and publicly distribute Referring Party's marks including but not limited to general trade name, trademark design, logos, and service marks. ProPay may utilize Referring Party's marks in ProPay's advertising via any and all media, including but not limited to electronic platforms, materials prepared on Referring Party's behalf in connection with marketing, promotional and advertising efforts of ProPay subject to Referring Party's prior written consent. Referring Party must notify ProPay in writing of any alterations in Referring Party's marks.

4.5. With Referring Party's prior approval, Referring Party authorizes ProPay to communicate with, solicit, and market to Referring Party's Customers via regular mail, telephone, e-mail, and facsimile in connection with the provision of the ProPay Services by ProPay, its affiliates or any third party that ProPay provides information with or to pursuant to this agreement.

4.6. Referring Party acknowledges that the ProPay Services offered hereunder to Referred Customers are offered as an ancillary service to those services provided by Referring Party. Transaction processing is not and must not become the primary focus or mainstay of Referring Party.

## **5. COMPLIANCE OBLIGATIONS.**

5.1 Card Brand Rules. Referring Party acknowledges that it understands the Rules.

5.2 Rules, Laws & Policies. In the performance of their respective obligations and duties hereunder, the parties agree to abide by: (a) all applicable state and federal laws and regulations; (b) the Rules; and (c) any other regulations as adopted by the Card Brands; as each of the foregoing may be amended from time to time. Further, ProPay may provide Referring Party with ProPay's policies and procedures related to the provision and use of the ProPay Services. Such policies and procedures will be reasonable and in accordance with generally accepted industry practices. Referring Party agrees to abide by such ProPay policies and procedures.

5.3 ProPay Privacy & Security Standards. ProPay agrees to comply with all applicable privacy and security requirements under the Payment Card Industry Data Security Standards ("PCI-DSS"), the Payment Application Data Security Standards ("PA-DSS"), as well as the Card Brand security programs, including the American Express Data Security Operating Policy ("DSOP"), the Discover Information Security & Compliance ("DISC"), the MasterCard Site Data Protection Program ("SDP"), and Visa's Cardholder Information Security Program ("CISP"), as amended from time to time, and with regard to each party's use, access, and storage of cardholders' nonpublic personal information under this agreement. Collectively, the PCI-DSS, PA-DSS, DSOP, DISC, SDP and AIS, as amended from time to time, will be referred to as "**PCI Standards**".

5.4 Referring Party Privacy & Security Standards. If Referring Party has access to certain types of information (depending in large part on its chosen integration to ProPay) then Referring Party may also be subject to PCI Standards. Referring Party agrees to comply with such PCI Standards to the extent they are applicable. Prior to the execution of this agreement, Referring Party shall supply documentation to assist ProPay in determining whether PCI Standards are applicable to Referring Party. If PCI Standards are applicable, Referring Party will provide ProPay with compliance validation, and, on an annual basis, provide evidence of re-validation. Such evidence may include a copy of an annual attestation of compliance or the self-assessment questionnaire, and quarterly submission of compliant vulnerability scans, as applicable. Referring Party will immediately notify ProPay if a situation arises in which

Referring Party can no longer adhere to any representation and warranty in this section. Referring Party further understands that a breach of this section may: (i) require Referring Party to be registered as a third party agent, as defined by and in accordance with the Rules; (ii) change Referring Party's manner of validation with the PCI Standards; and/or (iii) require changes to this agreement; all determined at the discretion of ProPay. ProPay has the right to immediately terminate this agreement if any such requirements and/or changes are not completed within the timeframe mandated by ProPay and/or are not completed to ProPay's reasonable satisfaction. Referring Party understands that the PCI Standards and registration requirements are subject to change and that Referring Party may be required to register as a third party agent, depending upon how it interacts with cardholder information.

5.5 Audit. Depending on the Referring Party's access to certain types of information and its integration with ProPay, Referring Party may be required to allow the Card Brands and any government-type entity having regulatory authority over ProPay ("**Regulatory Authority**") to review Referring Party's records as such relate to the activities within the purview of this agreement. Referring Party will make available all such records and information as soon as possible but no later than (a) seven business days from the receipt of a request from ProPay, the Card Brands, or any Regulatory Authority or (b) the time frame mandated by the Card Brands or Regulatory Authority, whichever is sooner.

5.6 Compromise Notification. If there is cardholder account information which Referring Party has access to directly or through its integration with ProPay, then in the event of breach or intrusion of, compromise or otherwise unauthorized access to such cardholder account information, Referring Party must immediately notify ProPay. Referring Party's notification will include information relating and pertaining to the type, nature and extent of cardholder account information which has been compromised. Further, the Referring Party must cooperate with ProPay regarding reasonable requests for information and details regarding the compromise of cardholder account information. Referring Party must make all reasonable, good faith efforts to remedy and address the cause of said breach, intrusion, compromise or otherwise unauthorized access to cardholder account information.

5.6 Notification of Claims. Referring Party must notify ProPay as soon as possible in the event a claim, fine or penalty is either threatened or filed against Referring Party related to this agreement by any governmental organization, any Card Brand, or any other party. The notice must state the (a) entity bringing the claim, fine, or penalty, (b) the amount of the claim, fine or penalty, as applicable, (c) the date such claim, fine or penalty was filed, or is intended to be filed, and (d) the basis for or nature of the claim, fine or penalty.

5.7 Liability. If the Card Brands or any other state, federal, or other governing or regulatory agency levies any fines, fees, penalties, assessments, charges or administrative fees on ProPay or its sponsor bank as a result of Referring Party's actions or inactions related to this agreement or noncompliance with Rules, laws or regulations, Referring Party agrees to pay such fines, fees, penalties, assessments, charges and administrative fees.

## **6. REVENUE SHARE.**

6.1. Qualification for Revenue Share. Only Referred Customers will be included for purposes of calculating the Revenue Share.

6.2. Revenue Share Calculation. Revenue Share will be calculated as set forth in exhibit A.

**6.3. Payment of Revenue Share.** Referring Party must comply with ProPay's reasonable requests for information, e.g., a fully completed W9, before ProPay is obligated to pay Revenue Share. Revenue Share will be paid to Referring Party no later than 30 days following the end of the preceding calendar month. If, after a period of 90 days, ProPay, after exercising reasonable effort, cannot locate Referring Party in order to make the Revenue Share payment, Referring Party agrees that it will forfeit any and all rights to such payments, including future payments, regardless of amount. In no event will earned Revenue Share be paid to Referring Party until the Revenue Share exceeds \$100.00. If Referring Party earns less than \$100.00 in Revenue Share in a calendar month, the amount earned will carry over to the next calendar month until total earned Revenue Share exceeds \$100.00. If Referring Party materially breaches its obligations under this agreement, Referring Party forfeits the Revenue Share that would have been earned from the time the material breach occurs until the day that the material breach is cured. ProPay may offset and withhold from any Revenue Share any amount Referring Party owes to ProPay.

**6.4. Electronic Funds Transfer.** Referring Party must promptly provide the ABA routing number and account number to ProPay for a designated bank account ("Designated Account") for the credit of Revenue Share payments. Referring Party authorizes ProPay to credit entries to the Designated Account. By signing this agreement, Referring Party states that it has authority to agree to such transactions and that the Designated Account is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until ProPay receives written notice from Referring Party revoking it. If this agreement is terminated for any reason, the Designated Account must be maintained for a minimum period of two months after termination unless otherwise agreed in writing by the parties. All changes to the identification of the Designated Account must be made in writing to ProPay. ProPay has no liability if Referring Party provides an incorrect routing number and/or account number for the Designated Account. Referring Party acknowledges that the origination of ACH transactions to the Designated Account must comply with the provisions of U.S. law.

## **7. TERM AND TERMINATION.**

**7.1. Term.** The term of this agreement will be for three years beginning on the Effective Date ("**Initial Term**"). After the expiration of the Initial Term, this agreement will renew automatically for successive one year periods unless either party gives written notice to the other of non-renewal at least 30 days prior to the commencement of the additional renewal term.

**7.2. Termination.** This Agreement may be terminated during the Initial Term or any renewal term as follows: (a) If either party defaults on any material obligation set out in this agreement, the non-defaulting party may terminate this agreement if the defaulting party fails to cure such default within 30 days after receiving written notice of such default; or (b) ProPay may terminate this agreement immediately if required to do so by a Card Brand or any Regulatory Authority.

**7.3. Revenue Share upon Termination.** If not renewed by either Party pursuant to section 7.1 (Term), or by Referring Party pursuant to 7.2(a) (Termination), Referring Party will receive its compensation under this agreement for three years after termination of this agreement; if terminated by ProPay pursuant to section 7.2 (Termination), Referring Party's right to earn Revenue Share will terminate immediately and ProPay will pay Referring Party within 60 days for Revenue Share then owing.

## **8. CONFIDENTIAL INFORMATION.**

**8.1. Obligations.** A party receiving Confidential Information of the other party will: (a) not use the Confidential Information for any purpose other than the performance of its obligations under the agreement; (b) not disclose Confidential Information to any third party except with the prior written consent of the disclosing party; (c) protect the Confidential Information using the same procedures and practices as it uses to protect its own Confidential Information; (d) require its agents who may gain access to the Confidential Information during the performance of their duties under this agreement to comply with the provisions of this agreement. Each party will be responsible for any acts or omissions which are in violation of the terms and conditions of this agreement by any agent to whom it has disclosed Confidential Information. Neither party will be in breach of the provisions of this section to the extent a party must disclose Confidential Information to a governmental agency or third party having regulatory control over a party; or to the Card Brands or an agent in order for a party to fulfill its obligations in connection with this agreement.

**8.2. Exclusions.** The provisions of this section do not apply to Confidential Information which the receiving party can prove: (a) is in the public domain other than by a breach of the agreement; or (b) is obtained from a third party who is lawfully authorized to disclose that information; or (c) can be demonstrated to have been independently developed without reference to anything protected by this section; or (d) is authorized for release by written consent of the disclosing party; (e) is required to be disclosed by law or by judicial or administrative process in connection with any action, suit, proceeding or claim or otherwise applicable law; or (f) is required to be disclosed as part of the financial or legal disclosure requirements of a publicly traded company.

## **9. API AND SDK LICENSE.**

**9.1 API and SDK License Grant.** ProPay grants Referring Party a non-exclusive, non-transferrable, non-sublicensable, and revocable limited right and license to: (a) use the API and/or SDK in ProPay's test environment for internal development and testing to evaluate a potential integration to ProPay Services Referring Party intends to use; (b) use the API and/or SDK to access the ProPay Services; (c) copy the API and/or SDK for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary, and restricted notices are reproduced in all such copies and that all such copies are subject to the terms of this agreement; and (d) create derivative works of the API and/or SDK for use with the ProPay Services. ProPay reserves all rights to the API and SDK not expressly granted herein. The API, SDK, associated Documentation, and any information received from ProPay (including information received via the API or SDK), is known collectively as "**API Licensed Material**".

**9.2 Approved Uses.** The API and SDK license is conditioned upon Referring Party's use of the API Licensed Material only: (a) in accordance with the terms of this agreement and applicable laws, Rules, and regulations; (b) in conjunction with ProPay Services which Referring Party or a Merchant receives; (c) for any of the following approved uses (all of which may be subject to additional terms and conditions set forth herein or in separate agreement(s)): (i) take action against payment cards (authorize, capture, void, and refund transactions); (ii) request funds transfers; and (iii) request information about ProPay accounts or transactions.

**9.3 Prohibited Uses.** Except as expressly provided herein, Referring Party may not copy, translate, modify, create derivative works of, sell, lease, sublicense, distribute, or

publicly display any of the API Licensed Material. Referring Party may not use any of the API Licensed Material for any purpose, except for the benefit of ProPay for those permitted purposes outlined above. Without limiting the generality of the foregoing, Referring Party may not: (a) scrape, crawl, build a database of, or create a permanent copy of the API Licensed Material or any portion; (b) commit or attempt to commit any illegal, fraudulent, or wrongful act or any act that violates any Rule or regulation; (c) interfere, or attempt to interfere, with ProPay's system, the normal operation of ProPay's business, or action taken by ProPay to protect its systems; or (d) attempt to circumvent any limitations or restrictions of the API Licensed Material.

**9.4 Third Party Use of API or SDK.** Referring Party agrees that it will assist ProPay in obtaining the assent to ProPay's API and/or SDK license terms for any third party that Referring Party wishes to use the API and/or SDK.

**9.5 Ownership of Licensed Materials.** Referring Party acknowledges that all right, title and interest in and to ProPay's API and the authorization information that permits Referring Party to access to the API (collectively, "**Licensed Materials**") resides with ProPay. ProPay's interest includes, but is not limited to, any USA patent, registered copyright, trade secret, registered trademark, or other proprietary rights ("**Intellectual Property Rights**") related to the Licensed Materials. Referring Party acknowledges that the Licensed Materials are Confidential Information containing trade secrets of ProPay and agrees to promptly notify ProPay of any actual or threatened misappropriation or infringement of the Licensed Materials which may come to Referring Party's attention.

**9.6 Proprietary Notices.** Referring Party must not remove from the Licensed Materials, or alter, any of ProPay's trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Licensed Materials, without the prior express written consent of ProPay. Referring Party will duplicate all such proprietary rights notices on each copy of the Licensed Materials permitted to be made hereunder.

**10. NO WARRANTIES.** *ProPay provides all materials and the ProPay Services to Referring Party "AS IS." ProPay makes no warranties and ProPay disclaims all warranties and conditions, express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. ProPay does not warrant that the ProPay Services will be uninterrupted or error free, nor does ProPay make any warranty as to the performance or any results that may be obtained by use of the ProPay Services.*

**11. REFERRING PARTY INDEMNITY.** Referring Party will indemnify, defend, and hold ProPay, its sponsor bank, and the Card Brands harmless from and against any damage, loss, expense (including reasonable attorney's fees and costs related to litigation), fine, fee, judgment, assessment, charge, penalty or any claim or action therefore, by or on behalf of any third party arising out of, from, or related to (a) any act or omission by Referring Party; (b) Referring Party's use of the ProPay's payment network, services, or API in excess of the rights granted herein; or (c) information or data acquired through the ProPay's payment network, services, or API provided by Referring Party or others on Referring Party's behalf.

**12. PROPAY INDEMNITY.** ProPay will indemnify, defend and hold Referring Party harmless against any and all claims or actions alleging that the ProPay Services infringe the

Intellectual Property Rights of the claimant. ProPay's duty to indemnify under this section is conditioned upon the requirement that Referring Party immediately notify ProPay in writing of any such claim and grant ProPay sole right to control the defense and disposition of such claim. ProPay acknowledges that Referring Party may at its own expense, if it so desires, monitor any proceedings brought against Referring Party that are covered by the indemnity under this paragraph. If as a result of any such claim, ProPay has a reasonable basis to believe that the ProPay Services infringe any third party Intellectual Property Right, or if ProPay or Referring Party is enjoined from using the ProPay Services, ProPay will be entitled to require Referring Party to cease using the infringing portion of the ProPay Services. If ProPay requests Referring Party to cease use of the infringing portion of the ProPay Services, ProPay at its sole option and expense will either (a) procure for Referring Party the right to continue to use the ProPay Services or (b) provide a replacement or modification of the ProPay Services (containing the same functionality) so as to settle such claim. If such procurement or modification of the ProPay Services is not feasible, in the sole opinion of ProPay, ProPay may discontinue and terminate the agreement upon written notice to Referring Party. In no event will ProPay have any responsibility or obligation under this section or otherwise under this agreement to Referring Party for any loss to the extent the infringement arises as a result of or relates to: (i) modifications to the ProPay Services made by any party other than ProPay; (ii) use of the ProPay Services outside the scope of the licenses granted herein; or (iii) combination of the ProPay Services with technology or products not supplied by ProPay where use without such combination would not have infringed.

**13. LIMITATION OF LIABILITY.** *Neither party (including any of their third-party contractors, licensors, suppliers, or partners) will be liable to the other party for consequential, exemplary, indirect, special, punitive, or incidental damages, including without limitation lost profits, whether based in contract or tort (including, without limitation, negligence, strict liability, or otherwise), even if a party has been advised of the possibility of such damages. Except in cases of gross negligence or willful misconduct, ProPay's liability to Referring Party for direct damages arising out of any matter hereunder or related in any way to this agreement will be limited to \$50,000.00 or the total Revenue Share paid by ProPay to Referring Party in the 12-month period prior to the date on which such cause of action accrued, whichever is less.*

**14. GENERAL TERMS AND CONDITIONS.**

14.1. The laws of State of Utah (without regard to its conflicts of law provisions) govern all matters arising out of or relating to this agreement. The parties each consent to and agree that, the exclusive jurisdiction and venue for any legal suit, action, or proceeding arising out of or relating to this agreement will be a federal or state court located in Salt Lake County, Utah.

14.2. *The parties waive any right to trial by jury in any action arising out of, in connection with, or in any way related to this agreement.*

14.3. The prevailing party in an action brought against the other to enforce the terms of this agreement or any rights or obligations hereunder, will be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorney's fees in addition to any other recoverable damages.

14.4. **Non-Solicitation.** Referring Party must not directly or indirectly, whether or not for compensation, knowingly engage in any business activity (whether as an employee, proprietor,

officer, director, agent, trustee, partner, or creditor lending money for the purpose of establishing or operating any such business) that (a) induces or attempts to induce, directly or indirectly, any Referred Customer to modify or terminate its business association with ProPay or (b) interferes with, disrupts, or attempts to disrupt any present business relationship, contractual or otherwise, between ProPay and any Customer, Referred Customer, client, supplier, consultant, agent, or employee of ProPay. For the avoidance of doubt, Referring Party will not be in violation of this section for merely presenting to Customers or potential Customers a list of merchant processors with which Referring Party has referral relationships, regardless of whether some of those customers or potential customers are ProPay customers.

14.5. Injunctive Relief. The parties acknowledge that any breach of the non-solicitation provisions and/or the API and SDK license will cause immediate, irreparable and continuing damage to ProPay for which there is no adequate remedy at law and that in the event of any breach or violation or threatened breach or violation of these non-solicitation and license provisions, ProPay will be entitled to temporary, preliminary, and permanent injunctive relief and such other legal and equitable remedies as may be provided by applicable law (without the necessity of posting any bond or other security), including damages, costs of suit, and attorney's fees.

14.6. Amendments. No modification to this agreement will be binding unless in writing and signed by an authorized representative of each party.

14.7. No Third Party Beneficiaries. This agreement must not be construed to confer any rights or remedies upon any person not a party to this agreement, whether as a third party beneficiary or otherwise, against Referring Party, ProPay, their respective successors, assigns, and affiliates.

14.8. Entire Agreement. This agreement is the entire statement of the terms and conditions which apply to the subject matter hereof and supersedes any prior agreements between the parties relating to the ProPay Services.

14.9. Construction. This agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and must be interpreted and construed in a fair and impartial manner, without regard to such factors as the party which prepared the

instrument or drafted any provision thereof, the relative bargaining powers of the parties or the domicile of any party.

14.10. Survival. Rights and obligations under this agreement which by their nature should survive will remain in effect after termination or expiration of this agreement.

14.11. Notices. Any notice or other communication which is given under this agreement to a party will be addressed and sent to that party at its address as specified in this agreement. Notices and communications will be deemed served on the date of actual receipt if sent by overnight courier or three days after the postmark if sent by regular mail. All notices and other communications served under this agreement must expressly refer to the section pursuant to which they are served.

14.12. Force Majeure. Neither party will be liable for delay in performing any of its obligations insofar as the performance of such obligation is delayed by an event that is beyond its reasonable control. Any delay by a contracting party to perform its obligations arising from the occurrence of such an event must notify the other party as soon as possible, together with details of the circumstances giving rise to the event.

14.13. Assignment. This agreement may not be assigned or transferred (by operation of law or merger) by Referring Party without ProPay's prior written consent, which consent will not be unreasonably withheld or delayed. To the extent assignment is permitted, this agreement will be binding upon and will inure to the benefit of ProPay and Referring Party and their respective successors and assigns.

14.14. Severability and Waiver. If any provision of this agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision of a court having proper jurisdiction, all other provisions of this agreement will nevertheless remain in full force and effect. No course of dealing, delay, or failure to enforce any provision or exercise any right under this agreement by ProPay will be construed as a waiver or estoppel of such provision or right, nor will it amend this agreement or affect the validity of this agreement or limit the ability of any ProPay to enforce such provision or exercise such right in the future. All waivers must be signed by the party waiving its right(s).

14.15. Execution of Agreement. The parties agree that this agreement may be executed (a) in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement; and (b) by using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

#### ProPay, Inc.


By: David Duncan  
David Duncan (Sep 29, 2016)

Name: David Duncan

Title: President

Date: Sep 29, 2016

#### Referring Party

By: 

Name: Shea Writer

Title: Director

Date: 28 SEP 2016

Referring Party Name: ~~NSDB, LLC~~ PAYYAP LLC  
[US EIN: 45-2502029]

Address: 375 Park Avenue, Suite 2607 New York, NY 10152

## EXHIBIT A - FEES AND REVENUE SHARE

Interchange	Buy Rate	Residual Payments
Visa / MasterCard / Discover per transaction fees	Pass through	50%* over Buy Rate
American Express per transaction fees	2.75%	50%* over Buy Rate
Network / Transaction / Risk Fees	Buy Rate	Residual Payments
Standard BIN Access Fee (basis points on processing volume) per transaction	0.05%	50%* over Buy Rate
Visa / MasterCard / Discover / American Express Authorization fee per transaction	\$0.05	50%* over Buy Rate
Any and all other Card Brand or network charges, losses, fees and fines	Pass through	N/A
Voice/IVR per authorization	\$0.10	50%* over Buy Rate
SplitPay per transaction	\$0.02	50%* over Buy Rate
ACH as acceptance method per transaction	\$0.15	50%* over Buy Rate
ProtectPay tokenization and storage (per card stored and on file per month)	\$0.02	50%* over Buy Rate
ProtectPay Gateway Per Transaction	\$0.02	50%* over Buy Rate
Monthly / Per Occurrence Fees	Buy Rate	Residual Payments
Monthly Support Fee (per MID) if Merchants call ProPay or log into their account	\$3.50	50%* over Buy Rate
Chargeback Fee	\$15.00	100% over Buy Rate
Retrieval Fee	\$5.00	100% over Buy Rate
DDA Change Fee (cannot be modified)	\$15.00	N/A
ACH Return Fee	\$5.00	N/A
Merchant Deposits	\$0.15	50%* over Buy Rate
Monthly Account on File Fee	\$0.00	N/A
Optional Fees / Programs / Services	Buy Rate	Residual Payments
Annual Fee (Over \$100 must receive prior approval from ProPay)	\$0.00	100% over Buy Rate
Application and Underwriting Fee per account boarded	<del>\$5.00</del> \$0.00	50%* over Buy Rate
1099K Issuance Fee per document	\$3.00	N/A
1099K Reject Fee per document	\$75.00	N/A
TSYS EnsureBill <sup>SM</sup> Setup per Merchant	\$300.00	100% over Buy Rate
TSYS EnsureBill <sup>SM</sup> per item updated	\$0.35	50%* over Buy Rate
Merchant Level Pricing Card Present	Per Transaction	
Visa and MasterCard	2.59% + \$0.25	
Discover	2.69% + \$0.25	
American Express	2.99% + \$0.25	
Merchant Level Pricing Card Not Present/Voice	Per Transaction	
Visa and MasterCard	4.60% + \$0.15	
Discover	4.60% + \$0.15	
American Express	4.60% + \$0.15	