



Affiliate Program
World XChange Inc.



WORLD XPAY AFFILIATE PROGRAM

Affiliate Support
affiliates@world-xchange.com
Version: 1.2

Private and confidential.
Internal document, not for public consumption.
DSR-I
© 2023 World XChange Inc.



PROGRAM DETAILS

The World XPay Affiliate Program was designed for professionals who can ethically earn commissions on services they recommend to their clients. The typical World XPay Affiliate provides professional services such as marketing, programming, development, web hosting, accounting, advertising, and other like services. Affiliates share in the processing profit margin that is normally paid to sales representatives, banks, etc. Therefore, your clients will not pay a premium to cover your profits, nor could your clients get cheaper rates by coming directly to us. This is an upfront and clean profit share.

How It Works

Direct your clients and leads to our application page, which has a space that your client can enter your ID Number that will tag the lead as yours. If you choose, we also have paper application forms for those who still prefer to do business belly-to-belly. Once your client clears standard processing underwriting, we will work directly with your client in getting them set up whether it be online or on main street. Then once a month, we deposit your earnings directly into your account.

Supported Platforms and Industries

World XPay is currently available as a plug-in or app on OpenCart, WooCommerce, and Magento (other platforms are currently in development). In addition, we also have a robust and easy to use API for any custom shopping cart application. Any merchant can use World XPay so long as their product or service is legal in the buyer's jurisdiction. Cannabis, gaming, adult, and other industries that are considered *high risk* by other payment processing platforms are A-OK with us. Contact us at: affiliates@world-xchange.com for more information.

Why Should You Join Us?

You can get paid every month not just at the time of the sale. With World XPay, you get paid residually every month so long as your clients processes with us. You can also earn residual income on many of our other financial products. There are no minimums, no performance requirements, and other *gotchya's* that are so common in this business. If you brought us the client, you get paid for it until... The only thing your can't do is include it in your will.



How Much Can You Earn?

The following is based on a typical merchant's monthly processing volume (\$20,000) and shows your earning potential. Of course, your earnings are directly tied to the actual monthly volume (sales) your clients process. The more clients you have processing with us, your earning percentage increases; starting from a very generous 30% all the way up to 50%. *Soon, XPay will be available in Canada, and the United Kingdom.*

| Number of Clients Processing | Compensation Level* |
|------------------------------|---------------------|
| 1-5 Clients | 30% |
| 6-10 Clients | 40% |
| 11+ Clients | 50% |

*Per client.

Agreement

World XChange, Inc.

AFFILIATE AGREEMENT

Effective Date: 2023-06-14

This Affiliate Agreement ("Agreement") is made and entered into effective as of the Date shown above by and between YOU and World XChange, Inc.

World XChange ("WXC") has developed, markets, and provides World XPay™ ("XPay", a secure payment solution), World XCard™ ("XCard" a virtual credit card brand), payment processing services, and other complementary products to customers directly and through third-party partners, collectively referred to as WXC Solutions. Company markets and provides its own solutions to its customers, directly and through third-party partners, and wishes to market WXC Solutions to the Company's customers.

The parties mutually agree to enter into this Agreement under the terms and conditions provided herein and defined and agreed to in the attached



Addendum's.

1. SCOPE OF AGREEMENT

1.1. Scope of Agreement The Agreement sets forth the terms and conditions upon which WXC appoints Company to market or resell specific WXC Solutions, as further defined in the Addendum's attached to this Agreement, and upon which Company agrees to commit reasonable commercial efforts to market WXC Solutions to its Sub-Resellers (if any) and Customers.

1.2. Restrictions and Conditions Company's right to market WXC Solutions is expressly subject to the following restrictions and conditions:

- a. Company's marketing and resale rights granted under this Agreement shall extend to Sub-Resellers, if any.
- b. This Agreement and Company's marketing or resale rights do not extend to any other products, services, or solutions which are not specified in the Addendums or an Addendum to this Agreement or which are offered by WXC, its parent, subsidiary, or affiliated companies to Company or its Sub-Resellers or Customers generally, including but not limited to any other WXC products or solutions in which WXC has integrated, embedded all or part of the WXC Solutions functionality as an integral part of another WXC Solution.
- c. The marketing or resale rights granted to Company are personal to Company and may not be extended by Company to any parent, subsidiary, or affiliated entity of Company without WXC's prior written approval and modification of this Agreement to address legal and business requirements relating to the authorized conduct of marketing activities with respect to WXC Solutions through Company's parent, subsidiary or affiliated entity.
- d. Unless otherwise noted in an Exhibit, without WXC's prior written consent, Company may not contract to provide a WXC Solution directly to then-current WXC customers (including WXC's subsidiaries, affiliates, or partners) who already have purchased WXC Solutions. Any offering of WXC Solutions to existing WXC customers or WXC partners with WXC consent shall not be on retail price terms lower than in WXC's or WXC partner's existing agreement with such customer.

1.3. Non-exclusivity of Relationship This Agreement is non-exclusive in



nature. Each Party retains the unrestricted right to enter into agreements and arrangements with other solutions providers and partners to source, market, solicit, secure and deliver solutions business with customers or to source competing solutions from other solutions providers, without any liability or accounting to the other Party.

1.4. Sales and Marketing by and through Company's Sub-Reseller Channel
WXC and Company acknowledge that Company may desire to utilize a network of Sub-Resellers to market and present its company solutions to customers and that Company may plan to market and resell WXC Solutions through its Sub-Reseller Channel. All compensation payable by WXC and/or WXC partners to Company under the terms of this Agreement or an Addendum to this Agreement shall be paid directly by WXC and/or WXC partner directly to Company. WXC and/or WXC partner shall have no obligation or liability to pay compensation to any Sub-Reseller who has participated in the sales order or contract solicitation process. Company alone shall be responsible for paying its Sub-Reseller for any share of the sales compensation received by the Company from WXC and/or WXC partners. In the event WXC does consent to the use of a Sub-Reseller channel, Company shall be responsible for:

a. communicating all of the requirements, responsibilities, and obligations assumed by Company under this Agreement to its Sub-Resellers and ensuring that its Sub-Resellers follow these requirements, responsibilities, and obligations in their respective marketing activities relating to the WXC Solutions;

b. ensuring that each Sub-Reseller is legally bound in a written agreement to honor and protect the confidentiality of Confidential Information owned by WXC and its licensors, which WXC or Company discloses to the Sub-Reseller. WXC and its licensors shall be deemed to be a third-party beneficiary of such written agreements between Company and its Sub-Resellers for the sole purpose that WXC and its licensors may enforce its rights directly against Sub-Resellers if WXC deems that Action is necessary to protect the Confidential Information of WXC and its licensors;

c. upon WXC's request, providing to WXC information regarding one or more specific Sub-Resellers whom Company has authorized to market the WXC Solutions to Customers; and

d. securing promptly all written agreements, authorizations, consents, and



other documentation from its Sub-Resellers and their Customers required in this Agreement.

1.5. Facilities and Staff Company represents that, within a reasonable time following the Effective Date of this Agreement, it will establish and maintain the experience, skills, and resources required to carry out its reseller appointment as described in this Agreement and will extend similar requirements to each of its Sub-Resellers who will be marketing, sublicensing, reselling and supporting the WXC Solutions. Company will establish and implement appropriate internal training for its staff to create and maintain expertise in and knowledge about the WXC Solutions.

1.6. Technical Collaboration If any particular software program coding or interface development work is required to achieve interoperability of the WXC Solutions with the Company Solutions: arrangements pertaining to such distinctive technical support and development work shall be documented and agreed to in an Addendum to this Agreement and shall be executed by both parties in writing.

2. PRICING AND PAYMENT

2.1. Fees. Due to the types of products, services, and solutions being provided, fees may be collected and due and payable by WXC to Company (an example being Interchange Fees) or due and payable by Company to WXC. All pricing, invoicing, and payment attributes of this Agreement are included in each Exhibit and are specific to the products, services, or solutions made a part of said Exhibit.

3. CONFIDENTIAL INFORMATION

3.1. Confidentiality.

a. The Receiving Party shall:

i. use such Confidential Information only for the purposes for which such disclosure was made, but in no event for any purpose competitive with the business of the Disclosing Party;

ii. restrict dissemination to employees, Sub-Resellers, and contractors on a need-to-know basis and only to those employees and Sub-Resellers who have agreed to nondisclosure requirements as protective of the Disclosing Party's Confidential Information as of its own and who shall use the Confidential Information only to the extent reasonably necessary to fulfill the



purposes of this Agreement;

iii. prohibit dissemination and disclosure to third-parties, except to the extent expressly authorized to do so by this Agreement;

iv. guard such Information against disclosure with the same degree of care the Receiving Party applies to its own Confidential Information of a similar nature and importance, but applying no less than a standard of reasonable care; and

v. refrain from modifying, altering, moving, adapting, divulging, copying, publishing, disseminating, or disclosing, for any purpose whatsoever, any of the Disclosing Party's Confidential Information to any other person or entity, except as specifically authorized to do so by this Agreement.

b. The Receiving Party acknowledges that the Confidential Information of the Disclosing Party contains valuable trade secrets and other proprietary property or non-public Information of the Disclosing Party and that any such Confidential Information is and will at all times remain the sole and exclusive property of the Disclosing Party.

c. The Receiving Party shall not allow the removal or defacement of any confidentiality or proprietary notice placed on the Disclosing Party's Confidential Information. The placement of copyright notices on Confidential Information will not constitute publication or otherwise impair its confidential nature.

3.2. Authorized Use The Receiving Party shall use the Confidential Information exclusively to perform its responsibilities under this Agreement. Except as specifically authorized in this Agreement, the Receiving Party shall not copy or disseminate the Confidential Information outside its organization without the Disclosing Party's written approval. The Receiving Party may reproduce the Disclosing Party's or its licensors' confidentiality and proprietary notices, provided the copies are marked as Confidential Information on all such documents. Neither Party shall translate, modify, adapt, create derivative works from, decompile, disassemble or reverse engineer any software component of the Confidential Information unless authorized by the Disclosing Party in writing or according to applicable law.

3.3. Disclosure. The Receiving Party shall not disclose, in whole or in part, the Confidential Information to any third party, except to:



- a. Sub-Resellers and Customers solely to the extent reasonably necessary and appropriate to support the sales, marketing, and support process and requirements described in this Agreement;
- b. Receiving Party's employees, Re-Sellers, and contractors who need to know the Confidential Information, require access to perform the Receiving Party's obligations under this Agreement and have been contractually bound by the Receiving Party to protect and not wrongfully use or disclose the Disclosing Party's Confidential Information on terms materially the same as those provided in this Confidentiality Section;
- c. Manufacturers, distributors, dealers, developers, and owners of Third-Party Processing Services, Third-Party Software, or third-party licensors of intellectual property, technology, or content incorporated in the Processing Software; to the extent the disclosure is reasonably necessary or contractually required for WXC to fulfill its responsibilities to that Party concerning its solutions. WXC shall ensure that the third-party is contractually bound to honor and protect the Confidential Information which is disclosed to it, on terms reasonably consistent with the obligations provided in this Confidentiality Section;
- d. A court, regulatory agency, or other government authority, to the extent that the Receiving Party is legally required to make the disclosure; or
- e. Any other party performing a role in the electronic payment processing ecosystem concerning Customer Data and Confidential Information included in or relating to the transactions processed by WXC.

With respect to disclosures of Confidential Information to Sub-Resellers and Customers: before disclosing any of the Disclosing Party's Confidential Information, the Receiving Party shall first require the execution of a Confidentiality Agreement or include confidentiality provisions in its written agreement with that Party that contains confidentiality provisions and restrictions which are materially the same as the confidentiality obligations assumed by the Receiving Party under this Confidentiality Section.

3.4. Unauthorized Use or Disclosure If an unauthorized use or disclosure occurs by the Receiving Party or a Sub-Agent or a Sub-Reseller or Customer with whom the Receiving Party has executed a Confidentiality Agreement, the Receiving Party shall promptly notify the Disclosing Party and take, at the



Receiving Party's expense, all steps which are necessary to recover the Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the Receiving Party fails to take these steps in a timely and adequate manner, the Disclosing Party may take appropriate steps to pursue this action in its own name.

4. REPRESENTATIONS AND WARRANTIES

4.1. Due Authorization. Each Party represents and warrants to the other that (a) it has taken all corporate action necessary for the authorization, execution, and delivery, and performance of this Agreement, (b) no agreement or understanding with any third party that may prevent, prohibit, or substantially hinder its performance of its obligations under this Agreement; and (c) it shall comply with all laws, regulations and industry rules that apply to its performance of this Agreement and shall, at its own expense, obtain and maintain any governmental or industry authorizations, registrations and filings that may be required to execute or perform this Agreement.

4.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW OR INDUSTRY RULES, NEITHER PARTY MAKES ANY WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES TO THE OTHER PARTY CONCERNING ITS PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. INDEMNIFICATION

5.1. Company's Indemnification Obligations Company shall indemnify and defend WXC for Losses from third-party claims against WXC arising out of or in connection with:

a. A claim that, during the term of this Agreement, the Company Solutions infringe on any valid United States copyright, patent, trademark, trade secret, or other proprietary right of any entity or individual;

b. Any combination of the Software or Processing Services with any other non-WXC software or services by Company or its Sub-Reseller; any unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of Third-Party Software by Company, its Sub-



Reseller, or any service provider providing services to Company or its Sub-Reseller; any modification of the Software by Company, its Sub-Reseller or any third-party; Company's or its Sub-Reseller's failure to implement corrective or updated software promptly; or Company's or its Sub-Reseller's use of the Software or Processing Services not in compliance with its Documentation;

c. Any actions or omission of actions by Company, its employees, agents or contractors, or its Sub-Reseller in connection with Company's performance of the activities contemplated under this Agreement

d. The disclosure of Confidential Information by Company or its Sub-Reseller in violation of this Agreement; or

e. Company or its Sub-Reseller has failed to comply with laws, regulations, and/or industry rules (to the extent applicable to Company or its Sub-Reseller).

5.2. WXC's Indemnification Obligations WXC shall indemnify and defend Company for Losses from third-party claims against Company that, during the term of this Agreement, the Software or Processing Services, owned by WXC, infringe any valid United States copyright, patent, trademark, trade secret, or other proprietary right of any entity or individual. If Company is enjoined or otherwise prohibited from using any such Software or Processing Services as a result of, or in connection with, any claim described in this Section. WXC shall, at its sole expense and its sole option, promptly (a) procure for Company the right to continue to use such Software or Processing Services, (b) modify such Software or Processing Services so that it becomes non-infringing, without substantially diminishing the form, features, functionality, or performance of the Software or Processing Services, or (c) replace such Software or Processing Services with Software or Processing Services that are non-infringing, with materially equivalent features, functionality, and performance. If WXC cannot procure, modify, or replace the Software or Processing Services involved within a reasonable period of time. WXC may terminate Company's right to use, market, and resell such Software or Processing Services after giving Company advance notice, if possible under the circumstances. Upon this termination, WXC shall pay a refund to Company calculated as follows: an amount equal to the fees paid by Company for the Software or Processing Services involved but only the fees that Company has actually paid for such services rendered during the previous three (3) months. THE PROVISIONS OF THIS SECTION STATE



WXC'S ENTIRE LIABILITY AND COMPANY'S EXCLUSIVE REMEDY FOR WXC'S INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

5.3. Third-Party Processing Services and Third-Party Software.

Notwithstanding Section 5.2, WXC does not provide indemnification or accept responsibility for any Third-Party Processing Services or Third-Party Software provided under this Agreement.

6. LIMITATIONS OF LIABILITY

6.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER PECUNIARY LOSS), IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

6.2. EXCEPT FOR THE INDEMNIFICATION LIABILITY STATED IN THE INDEMNIFICATION PROVISIONS ABOVE OR IN A SOLUTION SECTION, IN NO EVENT SHALL WXC'S AGGREGATE LIABILITY FOR ACTUAL, DIRECT DAMAGES INCURRED BY COMPANY IN ALL CAUSES OF ACTION ARISING AGAINST COMPANY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF COMPENSATION PAID BY COMPANY TO WXC UNDER THIS AGREEMENT DURING THE 12 CALENDAR MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE.

7. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership All intellectual property rights in or related to a party's respective solutions, services, and Confidential Information are, and will remain, the exclusive property of that Party and its licensors. Neither Party shall take any action that jeopardizes the proprietary ownership rights of the other Party nor acquire any right in or to the other Party's solutions, services, nor Confidential Information of the other Party, except for the rights expressly granted to that Party in this Agreement or an Addendum to this Agreement. Unless otherwise agreed by WXC in writing on a case-by-case basis, WXC



and its licensors will own all rights in any copy, translation, modification, adaptation, or derivative work of the Processing Services, Software, or Confidential Information owned by WXC and its licensors, including any customization, improvement or development thereof created by or for Company. Without limiting the preceding, the work product of all custom solution engineering work performed by WXC, including but not limited to any software program interfaces created by WXC to establish interoperability between the WXC Solutions and the Company Solutions, shall be and remain the exclusive property of WXC and its licensors. The Company Solutions and any intellectual property provided by Company to WXC to assist WXC in its performance of the custom solution engineering work shall be and remain the exclusive property of Company and its licensors.

8. TERM AND TERMINATION

8.1. Term The initial term of this Agreement will commence on the Effective Date shown on page 1 of this Agreement and continue for the term specified in Addendum A unless earlier terminated as provided below. This Agreement will automatically renew for subsequent annual terms unless either Party gives written notice of non-renewal of this Agreement no later than 120 days before the expiration of the then-current term.

8.2. Termination for Cause Either Party may terminate an Addendum and/or this Agreement in its entirety at any time upon written notice to the other Party, based on the occurrence of any of the following events:

a. A material breach of this Agreement is committed by the other Party, which has not been cured to the reasonable satisfaction of the non-breaching Party within 30 days following delivery of a written notice of the breach to the breaching Party;

b. Either Party becomes insolvent, enters into suspension of payments, moratorium, reorganization, or bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay debts as they mature, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors' rights, any of which in the other Party's reasonable judgment impairs the ability of the affected Party to perform its responsibilities under this Agreement;

c. Either Party commits any act of misrepresentation, dishonesty or fraud or



a criminal act in relation to its responsibilities under this Agreement;

d. Either Party ceases regular business operations; or

e. A direct competitor of one Party acquires a controlling ownership interest in the other Party.

8.3. Termination for Failure to Integrate If Company is integrating the Company's Solutions with the WXC Solutions and does not complete the integration within six months or within an different agreed date set forth in writing, of the Effective Date of this Agreement. WXC shall have the right to terminate the Addendum related to the WXC solution being integrated with and/or this Agreement in its entirety by giving Company a 30-day written notice of such termination.

8.4. Termination for Convenience After completing the initial term of this Agreement, either Party may exercise the right to terminate an Addendum and/or this Agreement in its entirety without cause and for its convenience by giving the other Party at least 120 days prior written notice of such termination.

8.5. Modification or Withdrawal of WXC Solutions Due to Legal or Regulatory Concerns WXC reserves the right, upon written notice to Company, to modify, suspend or cease providing one or more WXC Solutions if continuing to provide such Solutions would be illegal or reasonably likely in WXC's sole discretion to cause material legal or regulatory liability for WXC.

8.6. Wind-Down of Relationship Upon Termination Upon termination or expiration of this Agreement for reasons other than legal or regulatory concerns as described in Section 8.5, the parties shall reasonably cooperate in winding down the activities contemplated by this Agreement. Within 30 days following the Effective Date of termination or expiration, each Party shall return all copies of the other Party's Confidential Information and purge from its computer systems, storage media, and other files all copies of the Confidential Information in its possession.

9. AUDIT AND INSPECTION

9.1. Company shall keep and maintain accurate records of its activities and sales transactions conducted under this Agreement, including a current list of Customers to whom Company has provided sales quotations, RFP responses, and related documentation. During the term of this Agreement



and for two years after termination or expiration of this Agreement, WXC or its audit representatives, at their own expense may, once each calendar year, upon reasonable prior written notice to Company, audit and inspect the agreements and business records of Company relating to transactions conducted under this Agreement to verify Company's compliance with this Agreement. This audit and inspection shall be conducted during regular business hours and limited only to items that directly relate to the Company's obligations under this Agreement. While conducting an audit and inspection, WXC and its representatives will be entitled to photocopy and retain any item that Company may possess that documents a violation of this Agreement for evidentiary purposes.

10. GENERAL PROVISIONS

10.1. Insurance. At its own expense, each Party shall maintain sufficient insurance to protect itself from claims for damages, injuries, or death arising from its performance of this Agreement.

10.2. Relationships; Third-Party Beneficiaries The parties are independent contractors and have no legal right or authority to make any binding commitments on behalf of each other. Each Party is responsible for providing insurance, worker's compensation, and other benefits to its own personnel. Nothing in this Agreement creates any third-party beneficiaries.

10.3. Subcontractors. WXC may use subcontractors at its discretion. WXC is responsible for the performance of its subcontractors to the same extent as if WXC itself performed the Activity itself.

10.4. Non-Solicitation. Throughout the term of this Agreement and for a period of one year after that, neither Party shall proactively and directly solicit for employment any of the personnel of the other Party who have been directly involved in work performed under this Agreement, without the prior written consent of the other Party. This restriction will not apply to the employment of the other Party's personnel that results from general employment search vehicles or employment notices or solicitations published publicly (e.g., through corporate website postings or employment advertisements).

10.5. Publicity and Marketing Efforts. Neither Party shall issue any press release, public endorsement, public announcement, or other public statement arising out of or relating to this Agreement or the relationship of the parties without the prior written consent of the other Party. Company



acknowledges and agrees that this Agreement does not include any rights to participate in any WXC events, trade shows, or other marketing efforts. Any such requests must be mutually agreed upon in a separate agreement.

10.6. Trademarks Each Party agrees that it will not use the names, trademarks, or service marks (“Marks”) of the other Party in any medium or manner beyond the rights expressly granted herein, without the prior written consent of the other Party. Each Party agrees it will not use the other Party’s Marks in a manner that misappropriates or infringes any third party’s intellectual property rights or which may reasonably be anticipated to diminish the value of a Mark or the owning Party’s rights therein. Without limiting the preceding, Company shall only use the WXC Marks according to the WXC Trademark Usage Guidelines currently in effect or as amended from time to time.

10.7. Notice Any notice required under this Agreement must be in writing and is deemed received on the business day after (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service, (b) sent by facsimile with confirmation of transmission by the transmitting equipment, or (c) received or rejected by the addressee if sent by certified mail, return receipt requested, in each case to the addresses or facsimile number and marked to the attention of the person (by name or title) designated on the signature page (or to another address, facsimile number, or person as a party may designate by notice to the other Party). Company shall also deliver a copy of any notice to the attention of WXC’s Legal Department: legal@world-xchange.com.

10.8. Drafting References to sections, subsections, and addendums refer to the sections, subsections, and addendums of this Agreement. References to a particular section of this Agreement refers to all of its subsections. All provisions of this Agreement will be construed as consistent with one another whenever possible. Whenever the context requires, the singular number will include the plural and vice versa, and any gender will include both genders, irregardless of any other claimed gender. The words “include,” “includes,” “included,” and “including” and variations are terms of inclusion without limitation. The captions and headings are for convenience only and will not affect the interpretation of this Agreement. The parties have jointly negotiated and drafted this Agreement. No presumption or burden of proof will favor or disfavor either Party by virtue of authorship.

10.9. Severability If any provision of this Agreement becomes or is declared



by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect, and the application of the provision to other persons or circumstances will be interpreted to reasonably effect the intent of the parties

10.10. Force Majeure Except for delays or failures caused by the negligent act or omission of either Party, and except for the payment of amounts due under this Agreement, any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such Party including, but not limited to, acts of God, acts of terrorism, power outages, failures of the Internet, provided that the Party affected by such event shall immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel, or supplies, or any other industrial disturbance. If the Party experiencing the force majeure event cannot resume performance within ten (10) business days after the force majeure event has commenced. The other Party shall have the right to terminate this Agreement immediately upon written notice to the Party experiencing the force majeure event.

10.11. Governing Law; Venue This Agreement is governed by and will be construed in accordance with the laws of the State of Colorado without reference to its conflict of law provisions. The United Nations Convention on Contracts in the International Sale of Goods shall not apply to this Agreement. Customer consents to jurisdiction and venue of all state and federal courts located in the State of Colorado waive notice and service of process and agrees that valid service of process in any Colorado court proceeding is confirmed upon notice.

10.12. Survival All provisions in this Agreement which by their nature and intent should survive expiration or termination, including, but not limited to, Pricing and Payment, Indemnification, Limitation of Liability, Confidential Information, Ownership of Intellectual Property Rights, Audit and Inspection, and Non-Solicitation, will survive the expiration or termination of this Agreement.

10.13. Time Limitation on Cause of Action No action arising out of this Agreement may be brought by Company or WXC more than one (1) year after the cause of Action has occurred. The prevailing Party in any litigation conducted in relation to this Agreement will be entitled to recover its



reasonable attorneys' fees from the other Party.

10.14. Entire Agreement This Agreement supersedes all prior agreements and understandings, both written and oral, between the parties concerning the subject matter and contains the entire agreement between the parties with respect to the subject matter.

10.15. Assignment This Agreement binds and benefits the parties and their successors and assigns and may not be assigned or transferred by Company voluntarily, involuntarily, or by operation of law without the written consent of WXC.

10.16. Waiver Waiver of any provision of this Agreement is not a waiver of any other provision, nor is a waiver of any breach of this Agreement construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

10.17. Amendments Unless otherwise expressly provided in this Agreement, this Agreement can be modified or altered only by a written instrument that specifically references this Agreement and is signed by a corporate officer of both parties. No handwritten changes or other manual changes made to the face of this Agreement will be effective, whether or not initialed or signed by one or more parties.

10.18. Signatures. Manual or electronic signatures may execute this Agreement in counterparts, which are each an original document.

11. DEFINITIONS

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

- AML: Anti Money Laundering
- Company Solutions: products and services offered by Company to its customer independent of and apart from WXC products and services.
- Confidential Information: as the context requires the following, whether disclosed orally or in writing or by any other media: (a) the terms of this Agreement, all Information and materials provided by either Party to the other Party for its use in performing in its responsibilities under this Agreement, including but not limited to Information relating to the business, products, processing services, technology and systems of the other Party; Documentation; the intellectual property, computer



programs, code, algorithms, schematics, data, know-how, processes, ideas, and inventions of the other Party or its licensors; names and expertise of employees and consultants; audit reports; and all Information and data relating to Customers, including Customer Data; and other technical, business, financial, customer and product development plans, forecasts, strategies, and Information; (b) the trade secrets contained in WXC Solutions and Company Solutions, respectively, and (c) all Information and materials, including customer and consumer non-public personal information and data, provided by a Customer to WXC or Company, which is covered by a written agreement and obligation of confidentiality. Confidential Information shall not include information which: (i) is in or (through no improper action or inaction by the Party receiving the Information (the “Receiving Party”) or any employee or agent thereof enters the public domain; (ii) was rightfully in its possession or known by the Receiving Party prior to receipt from the Party disclosing the Information (the “Disclosing Party”); (iii) was rightfully disclosed to the Receiving Party by another person without restriction; (iv) was independently developed by or for the Receiving Party without access to and use of any Confidential Information of the disclosing Party; or (v) is disclosed as legally required according to a court or regulatory agency order or subpoena, provided that the Disclosing Party is first given a reasonable opportunity to seek a protective order or other legal means for prohibiting or restricting the disclosure of its Confidential Information without appropriate confidentiality obligations.

- CTF: Counter-Terrorism Financing.
- Customer: a customer of Company, its Sub-Reseller whose primary location is within the scope of the Territory and acquires WXC Solutions from WXC under this Agreement for use.
- Customer Data: all data generated by and/or relating to Customers, including without limitation: (a) the customer’s name, e-mail address, postal or street address, employer identification number, social security number, passport number, Date of birth, driver’s license number (if applicable), zip or postal code; (b) the Information used by a Customer to open and access its account with its financial institution, such as user identification and a password; and (c) the financial data, user preferences, or other personal information specific to a Customer’s account.
- Disclosing Party: the Party disclosing Confidential Information to the other Party.
- Documentation: collectively, all installation and operating instructions



and procedures, end-user manuals, training materials, guides, functional and technical specifications relating to the WXC Solutions, and sales or marketing materials relating to the WXC Solutions, provided to Company in writing, including any revisions or additions to the preceding.

- Effective Date: the effective date of this Agreement, as indicated on the first page of this Agreement.
- KYC: Know Your Client (Customer).
- Loss: any of the following, directly incurred by a party: losses, liabilities, damages, claims, costs, expenses, and reasonable attorney fees actually paid to a third party.
- Mark: a trademark, service mark, trade name, logo, or any other similar mark or identification of a party's ownership of its product, material, or service or related to its business. Applies whether legally registered or not.
- Processing Services: the types of WXC processing services or service offerings identified in the Addendums or Schedules to this Agreement, whether hosted by WXC or a WXC partner or third-party service provider, covered by this Agreement.
- Processing Software: the XPay processing solution.
- Professional Services: installation, implementation, consulting, training, and customization services WXC sells and provides.
- Receiving Party: the Party to whom Confidential Information is disclosed.
- Sanctions List: any list of individuals or businesses prohibited by government authorities from doing business in the Company's or WXC business location.
- Software: as the context requires, the software programs (a) owned by WXC and its licensors and provided by WXC with or incorporated as part of the Processing Services or (b) licensed as separate standalone software products to Company and its Sub-Resellers and Customers and identified in the Addendums or an Addendum to this Agreement as being covered by this Agreement.
- Solution Section: each segment of an Addendum that describes a WXC Solution subject to this Agreement, with the associated terms and conditions applicable to the WXC Solution.
- Sub-Reseller: a third-party partner located in the Territory, who has been authorized in writing by WXC and Company to market, sublicense or resell Company Solutions to Customers located in the Territory.
- Territory: the geographical regions, market segments, and/or types of Customers identified in this Agreement which Company is authorized to



market, resell, and support the WXC Solutions in conjunction with the Company Solutions.

- **Third-Party Processing Services:** processing services that originate from a third-party service provider and are used in conjunction with the Processing Services provided by WXC under this Agreement.
- **Third-Party Software:** a software product that is owned by a third-party and is licensed to Company or its Sub-Resellers or Customers for use in conjunction with the WXC Solutions
- **WXC Solutions:** the solution set comprised of any combination of Processing Services, Third-Party Processing Services, and Software, which are identified in the Addendum's or a Schedule to this Agreement, which are covered by this Agreement.
- **XCard:** the short name of the trademarked World XCard virtual card brand used like a debit, prepaid, secured, credit, or charge card.
- **XPay:** the short name of the trademarked World XPay proprietary payment solution.

Independent Sales Organization (ISO)

Schedule A - base fees and revenue

World XChange, Inc. and it's partners and subsidiaries, shall pay ISO the percentage of Platinum Age Merchant Services Inc. Revenues set forth below, subject to the payment and other terms set forth in the Business Alliance Agreement.

| Traditional Processing –BPS for VISA/MC/AMEX/Disc/Union Pay/Diners/JCB | Pass - Thru | Rev - Share |
|-------------------------------------------------------------------------------|--------------------|--------------------|
| AMEX | 0.15% | 60% |
| Risk - I/C Plus or Tiered Rate Standard Program (all Non-AMEX card brands) | 0.05% | 60% |
| Risk - Cash Incentive (Sell rates from 3%-4% in .125 increments) | 0.05% | 60% |
| Risk – Wealth Builder (WB Bronze, Silver & Gold) | 0.15% | 60% |
| Risk - Cash Incentive w/Wealth Builder (AL Bronze, Silver and Gold) | 0.20% | 60% |
| Traditional Processing – Authorization Fees | | |
| Authorization Fee – STD Programs for all major US and Foreign Card Brands | \$0.05 | 60% |



| | | |
|---------------------------------------------------------------------------------------------------------------|----------|-----|
| Authorization Fee - Cash Incentive | \$0.05 | 60% |
| Authorization Fee – Wealth Builder (WB Bronze, Silver & Gold) | \$0.10 | 60% |
| Authorization Fee - Cash Incentive w/Wealth Builder (AL Bronze, Silver & Gold) | \$0.12 | 60% |
| EBT | \$0.11 | 60% |
| Pin Debit (Plus Network Acquirer) | \$0.10 | 60% |
| Dial Authorization Surcharge – Not Recommended | \$0.025 | 60% |
| Batch Fee | \$0.00 | 60% |
| Authorization Fee – Foreign Network Surcharge (when using TSYS to PAMS) | \$0.04 | 60% |
| Special Authorizations | | |
| Voice Auth – Touch Tone | \$0.65 | 60% |
| Voice Auth – Operator Assisted | \$0.95 | 60% |
| Voice Auth – Operator Assisted with AVS | \$2.20 | 60% |
| Voice Auth – Operator Contacting the Bank Directly | \$4.00 | 60% |
| Monthly Fees | | |
| Monthly Service & Statement Fee (Includes Online Portal) | \$7.00 | 60% |
| Monthly Minimum Discount Fee (Not permitted) | \$0.00 | 00% |
| Monthly Debit Gateway Fee | \$0.00 | 60% |
| Monthly EBT Access Fee | \$10.00 | 60% |
| Monthly Virtual Terminal Fee (includes Non GPRS Mobile Applications) | \$10.00 | 60% |
| Monthly GPRS Fee (No GPRS Authorization Surcharge) | \$12.00 | 60% |
| Monthly PCI Fee | \$10.00 | 60% |
| Funding Fees - Monthly | | |
| Next Day Funding – 10 PM EST Cutoff | \$5.00 | 60% |
| Fast Track Funding – 6 AM EST Cutoff (deposited late afternoon same day) | \$7.50 | 60% |
| True Daily – Deposits 4 hours after settlement 7 days per week (if merchants bank is on new FED Wire program) | \$12.00 | 60% |
| Annual Fees | | |
| Annual PCI certification fee – Once to get the merchant PCI compliant*. | \$100.00 | 60% |
| Annual Fee | \$15.00 | 60% |
| <i>* Merchants must complete annual PCI Compliance surveys and meet all PCI Compliance requirements.</i> | | |
| All Other Fees if Incurred | | |
| Chargeback Fee | \$20.00 | 60% |



| | | |
|---------------------------------------|----------|-----|
| Retrieval Fee | \$20.00 | 60% |
| ACH Return Fee | \$20.00 | 60% |
| DDA Change Fee | \$20.00 | 60% |
| EARLY TERMINATION FEE (If Bonus Paid) | \$295.00 | 60% |

World XPay Payment Solution

| | | |
|-----------------------------------------------------------------|--------|-----|
| Risk – in addition to traditional processing costs | 0.05% | 60% |
| Authorization Fee – in addition to traditional processing costs | \$0.05 | 60% |
| XPay Monthly Service fee (Waived if on WB or AL programs) | \$5.00 | 60% |

World XCard Credit/Debit Card Brand (I/C, Assessments, XPay and partners included)

| | | |
|--------------------------------------------------------------------------------|--------|-----|
| Risk (Exhibit A – Low Risk Merchants – Maximum buy rate) | 1.20% | 60% |
| Risk (Exhibit B – Moderate Risk Merchants – Maximum buy rate) | 2.20% | 60% |
| Risk (Exhibit C – High Risk Merchants – Maximum buy rate) | 3.49% | 60% |
| Risk (Exhibit D – Government, Education & Utilities – Maximum buy rate) | 1.00% | 60% |
| Per transaction (Exhibit A – Low Risk Merchants – Maximum buy rate) | \$0.20 | 60% |
| Per transaction (Exhibit B – Moderate Risk Merchants – Maximum buy rate) | \$0.25 | 60% |
| Per transaction (Exhibit C – High Risk Merchants – Maximum buy rate) | \$0.30 | 60% |
| Per transaction (Exhibit D – Government, Education & Utilities – Max buy rate) | \$0.19 | 60% |

*** Card issuing Partners may elect lower I/C rates which are passed on ****

XBanc Fees – Self Directed & Asset Protected Trust Accounts

| | | |
|--------------------------------------------------------------------------------------|----------|-----|
| Monthly Account Fees (Waived if on WB or AL programs) | \$5.00 | 60% |
| ACH Fees (PPD) | \$0.16 | 60% |
| ACH Fees (CCD) | \$0.19 | 60% |
| Wire Fees – Domestic – Outgoing | \$25.00 | 60% |
| Wire Fees – Domestic – Incoming | \$15.00 | 60% |
| Wire Fees – Foreign – Outgoing and Incoming | \$55.00 | 60% |
| Branded Debit Card – with PIN | \$5.00 | 60% |
| Branded Debit Card – per transaction fees to consumer | \$0.10 | 60% |
| XCard Debit Card | \$0.00 | 50% |
| Deposit Fees (For Special Purpose Accounts) | .25% | 50% |
| Agent of Service Fees – Annual Fees (require XBanc receiving account w/deposit fees) | \$500.00 | 50% |

****Available for U.S. & Foreign Nationals, the underbanked & unbanked****

Cash Pick-Up Services

| | | |
|-----------------------------------------|------------|-----|
| Application fee (per merchant location) | \$1,000.00 | 50% |
|-----------------------------------------|------------|-----|



| | | |
|-----------------------------------------------------|-----------|------|
| Monthly Bank Compliance Service Fee | \$250.00 | -0-% |
| Cash Pick-Up fees – ongoing (from 1% - 2% Max) | 0.80% | 20% |
| Cash Pick-Up fees – Legacy (Pricing is set by Bank) | 1.00% | 20% |
| Armored Car Services (determined by Zip code) | Pass Thru | -0-% |

Available in Continental U.S – Other bank fees may apply

| Available Equipment – Purchase, Lease or Rent | Lease | Rent |
|-------------------------------------------------------------------------|------------|------|
| PAX – A60 (Ethernet & Wi-Fi) | Set by Rep | |
| PAX – A920 (Ethernet & Wi-Fi) GPRS option available – check for pricing | Set by Rep | |
| PAX – E500 | Set by Rep | |
| PAX – E600 | Set by Rep | |
| PAX – E700 | Set by Rep | |
| PAX – E600 | Set by Rep | |
| Verifone – V200C | Set by Rep | |
| Verifone – V400C | Set by Rep | |
| Verifone – V400M | Set by Rep | |

| Leasing | |
|----------------------------------------------------------------------------|-----|
| Stand-alone credit card machines | Yes |
| Apple Tablets (for POS systems) | Yes |
| Android Tablets (for POS systems or XPay) | Yes |
| POS Hardware (to include cash drawers, printers, scanners, pin pads, etc.) | Yes |
| POS Software – Non cloud based | Yes |

| CRM – Including E-Boarding | |
|---------------------------------------------------------------------|----------|
| Prospect Management (no cost if min. of 4 boarded with WXC per mo.) | \$100.00 |
| Sales Management (no cost if min. of 4 boarded with WXC per mo.) | \$100.00 |
| E-Boarding for Traditional, WB, AL and XPay | Incl. |

| Lease E-boarding (coming soon) |
|--------------------------------|
|--------------------------------|

ADDENDUM B1

World XPay Payment Processing Solution



World XPay Payment Processing Solution Terms and Conditions:

1. Definitions: For purposes of this Agreement, the following capitalized terms shall have the following meanings:

- Acquiring Relationship: shall mean the merchant processing relationship a merchant has with their provider.
- Assessments: fees charged by any card brand, including the World XCard, billed by the card brand for the use of the card brand.
- Basis Points: (BPS) a unit of measure equal to 0.01% (1/100th of a percent) or 0.0001 in decimal format.
- Boarding: the setup process for a merchant on XPay.
- Card: shall mean any plastic or virtual credit, debit, or charge card issued by a credit card issuer.
- Merchant Risk Category: shall mean the risk category established for the merchant through the underwriting process.
- Discover Network: all credit cards using Discover systems, including but not limited to Carte Blanche, Diners, and JCB.
- EBT: any government-sponsored Electronic Benefits Transaction.
- Fuel Card: any credit card issued by a petroleum company or that specifically serves the petroleum industry.
- Kiosk: the tablet device a merchant uses to facilitate an XPay transaction.
- Gateway: the XPay app is used to complete the sales transaction between a merchant and a consumer through the merchant's Acquiring Relationship.
- Interchange Fees (I/C): shall mean the fees established by the issuing bank and/or card brand for the use of specific credit/debit cards.
- MID: Merchant Identification Number.
- PAMS: Platinum Age Merchant Services, Inc., a WXC affiliated company.
- PCI: Payment Card Industry Standards.
- Processing Fees: all fees paid by the merchant in a transaction, including but not limited to XCard Interchange Fees, XCard assessments, and transaction processing fees.
- Push Sales: any World XPay transaction where the consumer receives a purchase request from the merchant directly to their XPay app, authorizing and completing the sale (including tip if applicable) remotely with no proximity to the merchant.
- Tear Sheet: the document prepared by the Acquiring Relationship providing codes needed to connect the merchant to the Acquiring



Relationship through XPay.

- TID: Terminal Identification Number.
- Traditional Card Brands: AMEX, Discover, MasterCard, VISA, Union Pay, and/or any other credit card brand that is not exclusive to XPay.
- XCard: any virtual card type (debit, credit, charge, prepaid, or secured card) issued under the terms of this Business Alliance Agreement by any Company authorized to do so.
- XPay App: the proprietary payment solution designed to run on the consumer's phone.

2. Scope of Services Provided:

- a. Secure payment processing through the XPay fraud-free payment solution.
- b. Utilizing existing merchant Acquiring Relationships or WXC/PAMS for Traditional Card Brands and XPay as the Acquiring Relationship for XCard transactions.

3. Processing Environments:

- a. Face-to-face sales environment. Conducted at the merchant's location utilizing the consumer's phone camera to capture the purchase code.
- b. Contactless Push Sales environment. Any situation where a consumer is not close enough to the merchant's Kiosk to complete a sale. There is no limit on proximity to merchant location.
- c. E-Commerce environment. The payment for goods or services using a website to place the order and pay for the product.

4. Payment Solution:

XPay functions as a gateway solution linking the Company's merchant to an acquiring network for AMEX, Debit (non-pin transactions), Discover Network, MasterCard, and VISA. XPay also functions as the acquiring network for XCard transactions. Company may use any merchant processing or acquiring firm that has certified World XPay as a payment solution, or Company may elect to engage PAMS to provide all payment processing needs.

5. Approved Payment Networks:

TSYS (Total Systems, a Global Payments Company) and Elavon.



6. Payment Devices:

XPay utilizes Android tablets as the transaction generating Kiosk for face-to-face and telephone contactless environments.

7. XPay Buy Rates:

5 bps/transaction and \$0.05 per authorization for all acquiring relationships.

8. PCI Compliance:

Annual PCI compliance testing and reporting is required regardless of the payment network used. Compliance is subject to Acquiring Relationship guidelines and generally includes the completion of a questionnaire and system scanning. An abbreviated PCI compliance process is available through WXC/PAMS for those merchants processing exclusively with World XPay.

9. Boarding of Merchants:

Company must provide WXC with a valid MID and Tear Sheet from an XPay certified Acquiring Relationship and a completed XCard processing application.

10. Transaction Funding:

Transactions using XPay as the Gateway for AMEX, non-pin debit, Discover Network, MasterCard, and VISA authorizations will be settled and funded through the merchant's Acquiring Relationship as determined by Company boarding instructions to XPay. XCard transactions are funded exclusively through the Acquiring Relationship between the merchant and WXC and are funded net of all Processing Fees.

ADDENDUM C1

Payment Processing Services

Payment processing services terms and conditions provided by Platinum Age Merchant Services, Inc., (PAMS), a WXC Solutions third-party provider.

1. Definitions: As used in this Exhibit C-1



- **Card Brands:** VISA, MasterCard, AMEX, Discover, Discover Network, Union Pay, and XCard.
- **ETF:** Early Termination Fee.
- **Acquiring Networks:** Authorization platforms used to provide approval codes for Credit and/or Debit card transactions.
- **Acquiring Banks:** The banks associated with an Acquiring Network that are used to monetize approved transactions.
- **EBT:** Electronic Benefits Transfer (EBT) is an electronic system that allows recipients to authorize the transfer of their government benefits from a federal account to a retailer account to pay for products received. EBT is used in all 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, and Guam. EBT has been implemented in all states since June of 2004. Rules may vary by State.
- **Monetize:** The process of converting an approval code to currency for deposit into a merchant's account.
- **Next Day Funding:** Settlements that occur prior to the Acquiring Networks cutoff time are deposited into the merchants' account the following morning.
- **Fast Funding:** Settlements that occur prior to an Acquiring Networks extended cutoff time are deposited to the merchants' account mid to late afternoon.
- **Instant Funding:** Settlements are monetized with a deposit to the merchant's account within hours and on weekends.
- **Surcharge:** A payment card surcharge, also known as a checkout fee, is an additional fee that adds to a consumer's bill when they use a card for payment.
- **Cash Discount:** A program where the merchant's discounted sales price is adjusted to the actual price if cash is not tendered for payment.
- **Convenience Fee:** A program where the merchant charges a fee for credit/debit card payments that is not consistent with normal operations.
- **Point of Sale Systems:** Commonly referred to as POS systems, are the combination of equipment and software used to (a) process payment card transactions, (b) sales orders, (c) inventory management, (d) employee time management, (e) sales reporting, (f) pay at the pump fuel and/or anyone or combination of these and other attributes. They may be processor-specific or agnostic depending on what is selected



and its application.

● **XInternational Trusts, Investments, and Exchange, KB:**
(XTIE).

2. Scope of Services Provided: PAMS will provide payment processing services for any merchant submitted who is approved by underwriting as an acceptable merchant client.

A. Processing Attributes:

- : i. No ETF – Exceptions to this rule are that if a credit card machine was provided at no cost, an ETF of \$ 495.00 will be charged.
- : ii. Next Day Funding – cutoff time of 10:00 PM Eastern.
- : iii. Fast Funding – cutoff time of 6:00 AM Eastern with funds deposited late the same afternoon.
- : iv. Instant Funding – 3–6 hours after settlement (dependent on merchants receiving bank being part of the new Federal Reserve program).

3. B. Processing Programs Available:

- : i. Wealth Builder – a cashback rewards program for payment processing.
- : ii. Cash Discount – a zero-cost payment processing solution.
- : iii. Cash Discount/Wealth Builder – Combine the two for a truly powerful and unbeatable program.

4. C. Payment Gateways:

- : i. Authorize.net – A payment gateway for E-commerce clients not directly linked to an Acquiring Network.
- : ii. XPay – A payment gateway for all environments, including e-commerce.

5. Processing Environments:

- : A. Face to face: Countertop, pay at the table and contactless equipment using dial (countertop only), IP (countertop only), Blue Tooth, Wi-Fi (can use mobile hotspots), and virtual terminals.
- : B. E-commerce: Direct integration or through a gateway, i.e., Authorize.net or XPay.
- : C. Moto: Utilizing any device that accepts a manual entry or XPay push sale technology.
- : D. Mobile: Cell phone with or without a payment device attached or Wi-Fi equipment using a mobile hotspot.



: E. Contactless: NFC chip or and remote push sale (XPay) technology.

6. Underwriting/Approval:

All merchant applications shall be provided to PAMS in an approved manner. PAMS shall process any corresponding merchant application in accordance with the credit and risk policies and underwriting guidelines and other practices and procedures then in effect for PAMS and Acquiring Banks. Such underwriting guidelines may be modified or amended from time to time, and any changes that impact Company shall be communicated to Company. PAMS and the Acquiring Bank reserve the right at its sole discretion to refuse or decline approval of any merchant submitted by Company.

7. Merchant Agreement:

Merchants submitted by Company and accepted by PAMS and Acquiring Bank have a direct business relationship with PAMS and the Acquiring Bank. They are required to enter into a merchant agreement that will govern the relationship between Merchant, PAMS, and Acquiring Bank. Company covenants and agrees that it will only use approved applications, merchant agreements, advertising, marketing, promotional, and other related materials supplied by or at the direction of, or approved in writing in advance by PAMS.

8. Costs and Expenses:

Company will market the merchant services offered by PAMS at its own expense. Company will market the merchant services in accordance with all payment network regulations relating to third-party service providers and in accordance with the policies and procedures of PAMS and/or Acquiring Bank, as such policies and procedures may be amended from time to time.

9. Merchant Account Ownership:

Company acknowledges and agrees that any merchant that is a party to a merchant agreement does and shall have a direct business relationship with PAMS and Acquiring Bank. Subject to payment network regulations, and notwithstanding anything contrary to any merchant agreement, PAMS shall administer and control the merchant agreements and the relationship created thereby.



10.Fines, Penalties, and Assessments:

Company shall be responsible for and pay any fine, penalty, or assessment by any payment network as a result of the acts of Company in violation of the payment network regulations whether such amount is assessed directly against Company or against PAMS or Acquiring Bank.

11.POS Equipment Sales:

PAMS will provide payment processing and POS equipment to merchants as requested and under terms and conditions specified by Company. Payment options PAMS will support are:

A. Equipment purchase: Merchant can purchase equipment by having it billed to their payment processing account, billed as a separate ACH, or by providing a check when the equipment is delivered.

B. Leasing: PAMS supports capital leasing for POS equipment and payment processing machines. However, this is not considered the preferred method for acquiring equipment. PAMS will not issue or secure a lease over 50% over cost for credit card machines and/or 20% over cost for POS equipment. Such leases are deemed a violation of PAMS ethical standards.

C. Renting: POS system equipment can be rented with free replacement in the event of damage or malfunction. Company is provided with rental buy rates for all equipment rentals on Schedule C, attached hereto as part of this Addendum C-1.

D. Lending: In the absence of Bank financing, financing may be available through PAMS.

It is important to note that PAMS prefers not to engage a merchant in a leasing agreement through merchant service leasing providers. While we have the ability to do so, we prefer Company to provide other financing options that are deemed more favorable to the merchant. Implementing any such other option will be considered an equipment purchase.

12.Pricing:

Schedules A & C are attached hereto as part of this Addendum C-1 and will govern all program, product, and equipment pricing and commissions due under the terms of this Addendum C-1. Any pricing provided to a merchant below disclosed buy rates on Schedules A & C will be offset against residual commissions monthly for as long as that



pricing remains in effect.

13. Residual Compensation:

PAMS, acting on its own behalf and as Acquiring Banks agent, shall pay to Company as full consideration and compensation for the performance of all Company's duties and obligations under this agreement, any discount revenues and/or fees collected from a merchant above PAMS's fees and other charges as outlined in Schedule A and attached hereto. Said Residual Compensation will continue for as long as merchant remains a client of Company and continues to process on a PAMS Acquiring Network under the terms of this Agreement and Addendum C-1.

14. PCI Compliance:

All merchants are required to maintain their PCI compliance certification. PCI compliance certification is done through a PAMS-certified PCI provider. An annual PCI compliance assistance program is available to help avoid becoming non-PCI compliant.

15. Card Brand Rules:

Company hereby covenants and agrees to comply in all respects with the Laws and the payment network regulations, including without limitation, VISA's Cardholder Information Security Program ("CISP"), Payment Card Industry Data Security Standards ("PCI/DSS"), and/or MasterCard Site Data Protection Program ("SDP") and any successors thereto (collectively, "Security Programs").

16. Compensation Errors and Adjustment:

Company will notify PAMS in writing of any errors in the amount of compensation paid to Company, within thirty (60) days from Company's receipt of the applicable compensation advice/statement, for any such error to be subject to adjustment. PAMS will have a (90) day period to investigate the asserted error and reply in writing.

17. Non-Solicitation:

Company acknowledges and agrees that during the term of this Agreement (including any extensions or renewals thereof), and for a period of (3) years following termination of the Agreement, or so long as Company continues to receive compensation, whichever is greater, neither Company nor its affiliates, subsidiaries, or agents shall, directly



or indirectly, solicit or contact any submitted merchant, for the purpose of, directly or indirectly, providing payment device processing services or offering payment device processing services provided by a third party, nor may Company otherwise encourage a submitted merchant to terminate a merchant agreement with PAMS or Acquiring Bank. Following a violation by Company of the non-solicitation terms of this section 15, then upon written notice to Company, PAMS may immediately terminate this Agreement and discontinue compensation payments to Company for any transaction activity occurring after the effective date of such termination.

18.POS Software Sales:

The POS Software solutions listed below are provided to Company (i) to enable Company to win more client relationships without requiring the client to change an existing system, (ii) assist a client in upgrading their existing POS software, and/or (iii) providing a solution to clients with no existing system who want or need a POS software solution.

- A. rPower
- B. Sound Payments

19.Wealth Builder Program (WBP):

The PAMS WBP is offered and available to Company for use as an incentive program in securing new clients and client retention. Company must confirm in writing that the merchant has and maintains all of the following items:

- A. Merchant must have a DDA with Company or a Self-Directed Trust Account with PAMS affiliate XInternational Trusts, Investments and Exchange, KB (XITIE).
 - B. A Company issued debit card from a major card brand and/or XCard. (In the event Company is not a card issuing entity, Merchant must obtain an XITIE issued major brand or XCard debit, credit, or charge card in its place).
 - C. Merchant payment processing account with a minimum volume of \$25,000 per month (averaged over a 12 month period).
 - D. Merchant accepts and promotes the XPay payment solution at their establishment as evidenced by signage and XPay literature/information on prominent display.
 - E. Merchant accepts the XCard branded credit card.
- All of the above items must be in place at program implementation and must remain in place at all times. In the event a merchant client



terminates their DDA relationship with Company, without terminating their merchant processing account, Merchant will be required to secure a Company credit card or open an XITIE self-directed trust account to remain in the program.

All rewards points values will be held in currency form at a location designated by Company. Rewards points will be 1 point equals \$0.01 and will be available for redemption on or about the end of the month following the month in which the points were earned. If Company is a licensed bank or credit union financial institution, it may submit an approval request for a white label version of WBP. The white label version will allow Company to set its points to currency/redemption value conversion ratio and to manage the rewards program directly. Company will receive rewards points in currency form on or about the end of the month following the month in which the rewards points were earned.

20.Payment Processing Account Maintenance:

Notwithstanding section 7 of this Addendum C-1 regarding Merchant Account Ownership, unless otherwise directed by Company, Company will be responsible for all direct communication with a merchant client regarding pricing or program-related issues. PAMS will not discuss pricing or program parameters with a merchant client without the attendance of an authorized Company representative. Customer support will be provided by Company, PAMS, and/or Acquiring Network, as needed.