

MERCHANT SERVICES AGREEMENT

1. GENERAL

Forte Payment Systems, Inc. (“FORTE”) and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to FORTE’s customers (“Merchant(s)”) engaged in the business of selling goods or services. The Merchant Services Agreement (“Agreement”) shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE, FORTE’s financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its affiliates shall reverse engineer,

decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE’s products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant’s request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant’s agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE’s service marks, trademarks, patents or copyrights, or those of FORTE’s partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. TRANSACTION PROCESSING SERVICES.

4.1 Accepting Transactions. FORTE shall accept Transactions on a 24-hour basis. Transactions received after the designated cut-off time will be included in the next day's

processing. FORTE is responsible only for processing Transactions that are received by FORTE in the proper format, pre-approved by FORTE and on a timely basis.

4.2 Identifying Numbers. Merchant understands and agrees that FORTE may rely solely on identifying numbers provided by Merchant to determine the bank and/or account related to each Transaction even if the numbers identify a bank or account holder that differs from the one Merchant has identified by name.

4.3 Processing Limits. FORTE may impose a cap on the number or dollar amount of Transactions it will process for Merchant. These limits may be adjusted as part of FORTE's standard risk management processes. If Merchant exceeds the established limits, FORTE may temporarily suspend Transaction processing and/or temporarily hold the funds that are in excess of the established limits. Should FORTE place a hold on Merchant's account due to a Merchant exceeding its limits, FORTE will provide Merchant with notice of the hold, including the reason for the hold.

4.4 Receiving Reports and Transaction Result Files. Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. Merchant is responsible for communicating with FORTE's systems to receive daily reports, settlement files and/or transaction results. FORTE is under no obligation to transmit this data to Merchant.

4.5 Modifying Transactions.

4.5.1 At Merchant's request, FORTE will make reasonable efforts to reverse, modify, or delete a Transaction after it has been submitted by Merchant prior to being submitted to the applicable payment network. All requests must be made by an individual pre-authorized by Merchant to make such requests, and timely delivered to FORTE.

4.5.2 Merchant agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by Merchant or other third parties as a result of FORTE's inability to accomplish the requested modification or deletion before the Transaction has been submitted to the applicable payment network. Further, Merchant acknowledges that once a Transaction is submitted to the applicable

payment network, it cannot be modified or deleted.

4.6 Rejecting, Delaying or Returning Transactions. FORTE may reject, delay or return any Transaction without prior notification to Merchant for any reason permitted or required under any applicable Rules, Regulations or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized. FORTE shall have no liability to Merchant by reason of the rejection, delay or return of any such Transaction. FORTE shall make available to Merchant details related to any such Transaction and FORTE may retransmit a returned or rejected Transaction at Merchant's request, but shall have no obligation to do so.

4.7 Reserve.

4.7.1 FORTE may require a security deposit or Reserve to process Transactions for Merchant. The Reserve may be used by FORTE to offset any returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant. Should FORTE determine that a Reserve is required, FORTE will provide Merchant notice in writing, including email, regarding amount required and form of collecting the reserve. Merchant authorizes FORTE to make withdrawals or debits from the Reserve funds, without prior notice to Merchant, at such times and in such amounts as may be necessary to fulfill Merchant's obligations under this Agreement. Merchant also understands and agrees that such funds will be held in a non-interest bearing account with FORTE's ODFI and as such, FORTE shall not be responsible to Merchant for any interest on such funds. The Reserve amount may be revised based on periodic review of Merchant's financial condition, Transaction volumes, transaction amounts and return ratios resulting in a greater or lesser Reserve amount. Merchant will be notified of any such revision.

4.7.2 The Reserve may be funded through any or all of the following: (a) Direct payment by Merchant; or (b) A percentage of the Transactions settled on Merchant's behalf (a rolling Reserve).

4.7.3 The Reserve funds shall be held by FORTE for a minimum of ninety (90) calendar days beyond the date of the last item processed

by FORTE on Merchant's behalf. In the event FORTE has reason to believe that (a) Merchant has acted in a fraudulent manner with regard to its account with FORTE or any Transaction processed through FORTE's systems; or (b) Merchant has not obtained proper authorization for one or more transactions; or (c) Merchant will not be able to meet its obligations to FORTE; or (d) FORTE is at risk of incurring additional expenses/potential losses due to Merchant's actions, FORTE may extend the hold on Merchant's Reserve funds up to two (2) years from the last transaction activity date or the maximum time allowed by law upon written notice to Merchant at the address FORTE has on file for Merchant's account. After expiration of the hold time period, the Reserve will then be returned to Merchant less any fees and/or any other amounts owed to FORTE.

4.8 Funding Hold. Should FORTE observe any irregular Transaction or possible fraudulent activity on Merchant's account, or as required by law or Payment Association, FORTE reserves the right to place a funding hold on Merchant's processing account without prior written notice to Merchant. In the event FORTE places a funding hold on Merchant's account under the terms of this Section, FORTE will provide Merchant with notice of the hold and the reason for such hold so long as communicating such would not create a security risk or violate any legal obligation of FORTE. Any funds held under this Section will be treated as a Reserve and be governed by the terms of this Section 4.

4.9 Authorization. Merchant specifically authorizes FORTE to debit and credit Merchant's designated bank account in order to carry out its duties under this Agreement and/or to collect any payment obligation owed to FORTE by Merchant hereunder.

5. PRICING AND PAYMENT.

Payment for all utilized products and services shall be in accordance with the fee schedule provided within this Agreement and as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days' from the date of the

written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.1 Fees shall be immediately due and payable upon receipt of services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless agreed upon between the parties.

5.2 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate Merchant's access to the Services in accordance with Section 19 below.

Additionally, a \$25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.3 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to services provided to Merchant, including but not limited to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.4 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless

from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, Merchant represents and warrants that with respect to all Transactions originated by FORTE on behalf of Merchant that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or

contract to which such Party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 Merchant's Confidentiality. Merchant acknowledges that the products, services and information relating to FORTE's products and services (including without limitation the terms of this Agreement) contain confidential and proprietary information developed by, acquired by, or licensed to FORTE. Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of FORTE's confidential information. Neither Merchant nor any of its affiliates will make any unauthorized use of FORTE's confidential information or disclose, in whole or in part, FORTE's confidential information to any individual or entity, except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to FORTE's confidential information. If FORTE becomes aware of Merchant's breach or threatened breach of this section, FORTE may suspend any and all rights granted to Merchant under the Agreement.

8.2 FORTE's Confidentiality. In performing its duties under this Agreement, FORTE agrees to safeguard and protect Merchant's confidential information, in the same manner it safeguards and protects its own confidential information, but in any event using no less than reasonably prudent care and at all time consistent with applicable Laws, including those Laws relating to privacy and security of non-public consumer financial information.

8.3 Exceptions. Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after

disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by Acquirer or applicable Payment Association.

9. INDEMNIFICATION.

9.1 Each party bears all responsibility for its own employees' actions while in its employ.

9.2 Merchant shall indemnify and hold harmless FORTE, its directors, officers, employees, affiliates, and agents from and against any third-party claim, action or liability including losses, damages costs, expenses and reasonable attorneys' fees ("Claims") that may arise against FORTE as a result of Merchant's use of the Services, unless such loss is directly caused by FORTE's gross negligence or intentional misconduct. This indemnity includes but is not limited to Merchant's use of an Agent or any other third party sender or system.

9.3 All disputes between Merchant and its customer(s) and/or Receiver(s) relating to Merchant's use of the Services will be settled by and between Merchant and its customer(s) and/or Receiver, unless a direct result of FORTE's action or inaction.

9.4 Merchant shall have no obligation to defend or indemnify FORTE if Merchant is not notified promptly of a claim and is materially prejudiced thereby. Merchant shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that FORTE shall have the right to participate in any such litigation insofar as its concerns claims against it directly, including the right to select and retain counsel of its own choosing to represent its own interests and at its own expense.

10. LIMITS OF LIABILITY.

10.1 Errors of Others. FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

10.2 Damages.

10.2.1 Neither party shall be liable for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the Agreement, including without limitation damages for loss of goodwill, reputation, profits, or other intangible losses, arising out of or in connection with the Services, or this Agreement. Neither party shall assert any such claim against the other party or its subsidiaries or affiliated companies or their respective officers, directors, or employees.

10.2.2 FORTE will use commercially reasonable efforts to provide Merchant with access to the Services in accordance with this Agreement. In no event will FORTE be liable for its failure to perform, except where FORTE failed to act in a commercially reasonable manner. If FORTE is adjudged liable to Merchant, the amount of damages recoverable by Merchant will not exceed the actual, direct damages of Merchant, but only to the extent that such damages are the result of FORTE's gross negligence or willful misconduct, and, in such cases, damages will be limited to the amount of the average monthly fees and charges paid by Merchant for the Service for the immediate three (3) month period prior to the event giving rise to Merchant's claim. FORTE will not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this Section 10 will survive the termination of this Agreement.

10.2.3 No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

10.3 Limitation on ODFI Liability. Merchant acknowledges that FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE, and that such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

11. COMPLIANCE WITH RULES AND LAWS. In performing its duties under this

Agreement, each party agrees to comply with all applicable Laws, including but not limited to any applicable data security requirements and Laws relating to the privacy and security of non-public consumer financial information. FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its Agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule. Additionally, Merchant shall reimburse FORTE for any fines or loss of funds imposed on FORTE for any violation of applicable Rules or Laws by Merchant.

12. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Reports regarding Transaction processing are available for Merchant to access through its online Merchant portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. It is Merchant's responsibility to timely notify FORTE of any transfer that Merchant believes was made without proper authorization or in error. Merchant agrees to provide FORTE with written notice of any discrepancy or failure immediately upon discovery, not to exceed five (5) business days. Failure to so provide notice of such erroneous or unauthorized Transaction shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such failure or error. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

13. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and

understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

14. USAGE.

14.1. Use Restricted to Non-Prohibited Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purpose. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through FORTE's Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action, but is not required to do so.

14.3 User and System Security. Merchant shall ensure that its Users comply with all applicable requirements of this Agreement. Merchant is responsible for protecting the confidentiality of any and all passwords and credentials provided to Merchant by FORTE for the purpose of utilizing the Services or other forms of access to Merchant's accounts with FORTE. Merchant is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. Merchant expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

14.4 Use of Result Information. FORTE may track, review, compile, store and use any information received from a Payment Association regarding a Transaction.

15. AUDIT REQUIREMENTS.

In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically audit Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement and all applicable security standards and laws.

16. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS.

Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and/or FORTE may from time to time after initial approval, audit of Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

17. VOLUME AND FINANCIAL RE-EVALUATION.

FORTE reserves the right to re-evaluate Merchant's account, including but not limited to Transaction volume, chargeback ratio,

Merchant's current financial position and other risk indicators. FORTE may undertake such a re-evaluation as it deems necessary throughout the course of FORTE's business relationship with Merchant. Any such re-evaluation will be done in keeping with FORTE's standard risk prevention policies. Such re-evaluation may result in modification of the fee structure, reserve or termination of the Agreement between Merchant and FORTE.

18. TERM AND TERMINATION.

18.1 Term. The Agreement shall have an initial term of one (1) month from and after the Effective Date and shall automatically renew for successive one (1) month periods unless either party provides ten (10) days' prior written notice of termination to the other party. Merchant's account will be closed at the end of the then-current billing cycle.

18.2 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) if FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business that FORTE is prohibited from providing its services to; (iv) if Merchant is using the Services for a purpose other than a permissible use; (v) if FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; or (vi) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

18.3 Payment by Third Party. If Merchant's fees for the Services are paid by a third party, should the third party fail to make payment in accordance with the terms of its agreement with FORTE, FORTE may immediately suspend or terminate Merchant's access to the Services until payment is received or seek payment from Merchant directly in order to continue servicing Merchant.

18.4 Post-termination Rights and Obligations. Upon the effective date of termination of the

Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any transaction processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

19. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days written notice to Merchant. Merchant's continued use of the Services after the designated Effective Date shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or Regulation.

20. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant, but shall provide reasonable notice of such assignment to Merchant.

21. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and delivered personally to the other designated party, or sent by any commercially reasonable means of receipted delivery, addressed, to that party at the address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

22. NO AGENCY; EXCEPTION.

Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, FORTE will be acting solely on Merchant's behalf as Merchant's Agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.

23.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the Agreement.

23.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a

waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Application and any applicable appendices, constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by

hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Merchant Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Business Banking Day – Monday through Friday excluding banking holidays.

CPA - Canadian Payment Association responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant) and the account owner.

Credit Entry – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).

Debit Entry – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receivers – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant obligations to FORTE that FORTE is unable to collect from Merchant.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated payment network.

Settlement Account – An account established and maintained by Merchant with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant’s Settlement Account which corresponds to the net amount owed Merchant by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

APPENDIX B ACH/EFT PROCESSING SERVICES

1. Description of Services. FORTE shall use information provided by Merchant to send Merchant's ACH Transactions to the ACH Network on Merchant's behalf. For Debit Entries, FORTE shall first originate each debit transaction through its ODFI to the ACH/EFT Networks for withdrawal from the Receiver's account. All funds collected on behalf of the Merchant will be transmitted to a custodial account located with FORTE's ODFI and scheduled for settlement to Merchant. For Credit Entries, FORTE will submit each Credit Transaction to the end-of-day settlement process and then schedule each transaction for Origination. On the date scheduled, each Credit Transaction is then originated through FORTE's ODFI to the ACH/EFT networks for deposit to the Receiver's account.

2. Holding of Funds. The standard hold time of Merchant's funds for settlement of Debit transactions and origination of Credit transactions is four (4) Business Banking Days. Merchant may request a reduction of hold time on Debit and/or Credit Entries by submitting the applicable form provided by FORTE and supporting documents. FORTE may require separate security safeguards from Merchant to support such a reduction but is under no obligation to grant Merchant's request.

3. Settlement and Finality.

3.1 At the close of each Business Banking Day, FORTE will calculate Merchant's Settlement Amount, including all applicable debits, credits, fees and adjustments. In the event the sum total of the Settlement Amount is a non-zero value, FORTE will initiate a Settlement transaction to Merchant's Settlement Account. Positive totals will result in a Credit to Merchant's Settlement Account; negative totals will result in a Debit to Merchant's Settlement Account.

3.2 In the event that a Debit Entry to Merchant's Settlement Account is returned for any reason, all Credit Entries initiated by Merchant may be cancelled or reversed at FORTE's discretion.

4. Transaction Authorization.

4.1 Receiver Authorization. Merchant shall obtain authorization from Receiver prior to originating a Transaction to Receiver's account. Merchant shall retain proof of customer(s)' and/or Receiver's authorization for a period of not less than two (2) years for standard transactions and for a period of five (5) years for health-related transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

4.2 Revoked Authorization. Merchant shall cease initiating Transactions to a Receiver's account immediately upon receipt of any actual or constructive notice of that Receiver's termination or revocation of authority. Merchant may re-initiate Transactions to a Receiver's account only upon receiving new authorization from Receiver.

5. Provisional and Final Payment.

Merchant, Merchant's third party senders, and/or Merchant's agent(s) acknowledge receipt of notice that for Entries transmitted through the ACH network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a goods from the Receiver of the amount credited and the Merchant will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of the Merchant concerning the Entry are governed by and construed in accordance with the laws of the State of Texas, unless Merchant and Forte have agreed that the laws of another jurisdiction govern their rights and obligations.

6. Chargebacks.

6.1 Merchant will be charged a chargeback fee as specified on the fee schedule, on a per occurrence basis, for every Chargeback posted to Merchant's account.

6.2 Using limits established by a Payment Association as a standard for review, FORTE reserves the right to suspend and/or terminate Merchant's access to the Services should Merchant's chargeback ratio exceed

allowable limits, as specified by the applicable Rules.

6.3 FORTE will make reasonable efforts to provide Merchant with notice and a time to cure its excessive chargebacks prior to suspending or terminating Merchant's access to the Services.

6.4 In compliance with the Rules, Merchant authorizes FORTE to provide to ODFI

and Payment Associations Merchant's company and contact information as well as transaction details should Merchant's ACH chargeback ratio exceed the allowable limits.

6.5 Merchant acknowledges FORTE's right to reimbursement of any chargebacks or returns that post to Merchant's account that FORTE is unable, for any reason, to debit from Merchant's bank account.

APPENDIX C
[INTENTIONALLY DELETED]

APPENDIX D
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Merchant will follow proper procedures for adverse action notification to its customers, as provided in the FCRA Requirements Addendum ; and (iv) Merchant acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

3. Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX E
[INTENTIONALLY DELETED]

APPENDIX F
THIRD PARTY AGENT AUTHORIZATION

Merchant authorizes Payload LLC (“Agent”) to act as an agent for Merchant on its account with FORTE including but not limited to acting on behalf of Merchant to establish an account with FORTE and to originate and manage Transactions through that account.