



Payvus Merchant Agreement

ALIASWIRE SERVICES AGREEMENT

This Aliaswire Services Agreement ("Agreement") is made effective as of the date set forth below by and between Aliaswire, Inc. ("Aliaswire") with offices at 152 Middlesex Turnpike, Burlington, Massachusetts 01803 and the entity and/or individual who enters into this Agreement as set forth below or on any application form ("Merchant"). This Agreement sets out the terms and conditions under which Merchant may utilize the Aliaswire Services as defined below. By clicking on the "I AGREE" button at the end of this Agreement or by continuing to use the Aliaswire Services, it becomes a legally binding contract.

RECITALS

WHEREAS, Aliaswire has developed and offers the PAYVUS technology and services which includes the systems, devices and methods for the disbursement of merchants' settlement funds to a combination of a merchant's designated demand deposit account and a PAYVUS program-designated credit card or debit card and related goods and services (the "Aliaswire Services" understanding that the Aliaswire Services does not include any merchant account or credit or debit card); and

WHEREAS, Aliaswire wishes to provide Aliaswire Services to Merchant so that Merchant may utilize Aliaswire Services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION ONE – SERVICES PROVIDED BY ALIASWIRE

1.01. Services. Aliaswire will provide the portions of the Aliaswire Services as set forth on the attached Exhibit A. Aliaswire and Merchant shall agree upon the equipment and services to initially be provided under this Agreement and may update, amend and change the goods and services provided to the Merchant upon the mutual consent of Aliaswire and Merchant.

1.02. Limited License. Aliaswire hereby grants to Merchant a perpetual, revocable (but only as provided herein), worldwide, nonexclusive, non-sublicensable, and non-transferable license, under intellectual property rights owned or licensed by Aliaswire, to use Aliaswire Services software provided however that: (a) such license is subject to all obligations and restrictions imposed on Merchant in this Agreement; (b) such license extends only to Merchant's employees and contractors, but only to the extent that such employees and contractors use Aliaswire Services for the sole purpose of collecting payments on the behalf of Merchant, and for no other purpose whatsoever; (c) such license extends only to Merchant use of Aliaswire Services solely to perform the functions specified herein, and in compliance therewith, and (d) while exercising such license, Merchant shall treat Aliaswire Services as Aliaswire's Confidential Information under this Agreement.

1.03. Limitations on Rights Granted. Except as expressly provided to the contrary in this Agreement, Merchant shall not, and shall not knowingly cause or permit any non-party, to use or reproduce Aliaswire Services. Merchant shall not, and shall not knowingly cause or permit any non-party, to disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share Aliaswire Services, or otherwise apply any procedure or process to Aliaswire Services in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for Aliaswire Services or any algorithm, process, procedure or other information contained in Aliaswire Services. Except as expressly authorized herein, Merchant may not rent, lease, assign, sublicense, transfer, modify, alter, or time share the Aliaswire Services.

1.04. Independent Contractors. The relationship of Aliaswire and Merchant is that of independent contractors. Neither Merchant nor its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Aliaswire, nor do they have any authority to bind Aliaswire by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

1.05. Compliance With Laws. Merchant will comply with the rules and regulations of Visa, MasterCard, Discover, American Express and all other such associations and all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the Aliaswire Services. Merchant agrees to comply with any Automated Clearing House rules applicable to automatic and electronic transfer of funds including without limitation, laws, regulations, and rules governing correct authorizations by consumers and businesses, disclosures and notices required in connection with electronic funds transfer, and all necessary waivers and releases. Merchant has the sole responsibility to verify Aliaswire's list of merchant card processors to be used under terms of this Agreement to determine if Aliaswire can properly transmit the necessary credit card information to Merchant's credit card processor. Merchant acknowledges that Aliaswire's list can be modified from time to time and must be verified by Merchant prior to being set up with Aliaswire. Merchant has the sole responsibility for obtaining the proper authorization from Merchant's own credit card processor and/or settlement bank to be able to use Merchant's merchant account for key entry transactions and transactions being processed over the internet or online. Merchant shall be solely responsible for credits, returns, disputes and all costs associated with data transmissions. Merchant will be solely responsible to obtain accurate credit card and ACH information and authorization from its customers, and will transmit said information to Aliaswire via the internet or service originally agreed upon by all parties.

1.06. Authorizations. Merchant will obtain from each participating consumer or business the required ACH and necessary credit card information in proper form authorizing automatic debits to such consumer or business bank account to transfer

payment amounts to Merchant's bank deposit account. Merchant warrants that Merchant will properly warehouse all authorizations obtained from consumers or businesses and will provide such authorizations for inspection upon request by Aliaswire or any regulatory body governing these types of transactions. Merchant hereby authorizes Aliaswire to make direct deposit of payments from consumer or business bank accounts and to debit Merchant for fees and other charges as set forth herein.

SECTION TWO – THE ALIASWIRE SERVICES

2.01. Providing Aliaswire Services. During the term of this Agreement, Aliaswire shall provide the Aliaswire Services and use its commercially reasonable efforts to provide the Aliaswire Services and maintain them in an uninterrupted and error-free fashion consistent with its practices in effect as of the date of this Agreement. However, the parties acknowledge that the Aliaswire Services is computer network based services which may be subject to outages and delay occurrences. In such an event, Aliaswire shall use its commercially reasonable efforts to diligently and promptly remedy any and all material interruptions. Aliaswire will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Aliaswire Services including any attributed to Aliaswire's vendors.

SECTION THREE – PAYMENT OF FEES

3.01. Fees in General. Merchant shall pay fees to Aliaswire as set forth herein, in the application for the Payment Services, as set forth in the attached Exhibit A, as set forth on Aliaswire's website and as disclosed to Merchant in any other documents or materials by Aliaswire.

3.02. Fees for Aliaswire Services. Merchant agrees to pay Aliaswire for the Aliaswire Services via deduction of all applicable fees directly from Merchant's bank account. Merchant shall provide Aliaswire with all necessary bank account, routing and related information. Aliaswire will deduct automatically all such fees and charges on or about the first business day of each month for the preceding month's services. Interest shall accrue at the lesser of 1.0% per month or the maximum amount permitted by applicable law ("Late Fee") for any fees that remain unpaid beyond any due dates. In the event of a dispute made in good faith as to the amount of fees, Merchant agrees to remit payment on any undisputed amount(s); and, the Late Fee shall not accrue as to any disputed amounts unless not paid within thirty (30) calendar days after said dispute has been resolved by both parties. Merchant shall have sixty (60) days from the payment by Merchant of any fees due under this Agreement to notify Aliaswire of any errors in payment of fee by Merchant. If Merchant does not notify Aliaswire within the sixty (60) day time period, Merchant shall be deemed to have accepted without question such fee payment and may not in the future contest the amount Merchant paid or seek reimbursement for any discrepancies. Upon receipt of notice, Aliaswire shall have thirty (30) days to correct any errors

SECTION FOUR – TERM AND TERMINATION

4.01. Term. The initial term of this Agreement shall be for a period of three (3) years, commencing on the date first set forth below. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year each unless either party notifies the other no later than thirty (30) days prior to the end of the current term that it does not wish to renew this Agreement. Aliaswire may terminate this Agreement for any reason, or no reason at all, by providing Independent Contractor with one (1) days notice.

4.02. Default. Either party shall have the right to terminate this Agreement at any time if: (a) the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice thereof from the non-breaching party; or (b) the other party (i) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (ii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or assignment or composition for the benefit of creditors.

SECTION FIVE - OBLIGATIONS

5.01. Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the Aliaswire Services and the know how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the

receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5.02. Indemnification. Merchant agrees to indemnify, defend, and hold harmless Aliaswire, its employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Merchant or any employee, agent or affiliate of Merchant to comply with the terms of this Agreement; (ii) any warranty or representation made by Merchant being false or misleading; (iii) negligence of Merchant or its subcontractors, agents or employees, (iv) any representation or warranty made by Merchant or any employee or agent of Merchant to any third person other than as specifically authorized by this Agreement or (v) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any card association rules, governmental laws, regulations or rules.

5.03. Disclaimer of All Warranties. THE ALIASWIRE SERVICES IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. ALIASWIRE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALIASWIRE OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ALIASWIRE'S OBLIGATIONS.

5.04. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ALIASWIRE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL ALIASWIRE'S TOTAL LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY MERCHANT UNDER THIS AGREEMENT TO A MAXIMUM OF ONE THOUSAND DOLLARS (\$1,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

5.05. Taxes. Merchant shall pay, indemnify and hold Aliaswire harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Aliaswire's income, and (ii) all government permit fees, customs fees and similar fees which Aliaswire may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to Aliaswire hereunder.

5.06. Merchant Account Services. In the event Merchant applies for and is approved for merchant account services, Merchant's use of such services shall be governed by the terms of the applicable merchant account services agreement. Merchant account services are not covered by this Agreement.

5.07. Credit or Debit Card Services. In the event Merchant applies for and is approved for credit or debit card services, Merchant's use of such services shall be governed by the terms of the applicable credit or debit card services agreement. Credit or debit card services are not covered by this Agreement.

SECTION SIX - GENERAL PROVISIONS

6.01. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

6.02. Drafting. No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.

6.03 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.04. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of Aliaswire. Aliaswire may assign this Agreement in its sole discretion without the written consent of Merchant.

6.05. Amendments. This Agreement may be amended by Aliaswire by posting a new version of this Agreement within the control panel or any place that Merchant has access to in order to view the revised Agreement. Any new version of this Agreement will immediately replace in its entirety this Agreement.

6.06. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy

(confirmed by a mailed copy), or first class mail, postage prepaid, sent to the addresses set forth herein.

6.07. Section Headings: The section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.08. Entire Agreement; Binding Effect. This Agreement, including the application form, all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

6.09. Governing Law; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts without reference to conflict of law provisions. Any action, proceeding, arbitration or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in the federal judicial district that includes Massachusetts. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. Any claim, dispute or controversy ("Claim") by either Merchants or Aliaswire against the other, or against the employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to this Agreement or to our relationship, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association, under its Commercial Arbitration Rules in effect at the time the Claim is filed, except as otherwise provided below. All Claims are subject to arbitration, no matter what theory they are based on or what remedy they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Aliaswire. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the American Arbitration Association in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Any arbitration hearing at which you appear will take place at a location within the federal judicial district that includes Massachusetts. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security or other property interests for contractual debts now or hereafter owed by either party to the other. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND ALIASWIRE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

6.10. Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Massachusetts. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

6.11. Attorney's Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

6.12. Survival. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 1.02, 1.03, 1.04, 1.05, 1.06, 2.01, 3.01, 3.02, 4.02, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11 and 6.12 shall survive termination of this Agreement.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties hereto, effective as of the date and year first below written.

Date: _____ Merchant: _____

By: _____

Name/Title: _____

Signature _____



EXHIBIT A
Payvus Savings

The following Revenue Share will be payable directly by Aliaswire to the merchant according to the following schedule:

Volume Processed per Month by the Merchant	% Paid to Merchant
0 to >\$1	_____ % of total volume that Month
\$ _____ to \$ _____	_____ % of total volume that Month
\$ _____ to \$ _____	_____ % of total volume that Month
>\$ _____	_____ % of total volume that Month

Aliaswire Services Terms:

- Merchant agrees that automatically Aliaswire will distribute a minimum of 20% of Merchant’s daily credit card receipt deposits to Merchants credit card and a maximum of 80% will be disbursed to Merchant’s bank account.
- Merchant agrees that funds will be available on Merchant’s credit card within one business day of receipt of Merchant’s credit card receipt deposits and funds will be available in the Merchant’s checking account within 1 – 2 business days of receipt of Merchant’s credit card receipt deposits. Funds availability may be subject to availability by the Merchant’s credit card processor and Merchant’s bank.

Aliaswire Services Fees:

- Merchant agrees that use of Aliaswire Services will incur the following fees:
 - o Program Fee – Merchant will be charged \$x.xx per month for maintaining their active account.
 - o Automatic Deposit Volume to Bank Account – Merchant will be charged x.xx% for dollar volume automatically deposited to their DDA.
 - o Automatic Deposit to DDA Fee – Merchant will be charged \$x.xx per deposit to their DDA.
 - o Automatic Deposit to Card Fee – Merchant will be charged \$x.xx per deposit to their PayVUS credit card.
 - o Transfer to Bank Account Fee – Merchant will be charged 3% for each transfer transaction from their credit card to their bank account.
 - o Automatic Cash Out Period – Funds deposited to the Merchant’s credit card and not spent, transferred or otherwise used after 180 calendar days, will be automatically transferred to the Merchant’s bank account and will be assessed a fee of 3%