

SERVICES AND FREE TABLET PLACEMENT AGREEMENT

This Services and Free Tablet Placement Agreement (“Agreement”) is made effective as of the date set forth below by and between ClearPay Processing, LLC dba ClearRewards (“Company”) with its principal place of business at 7777 Center Ave, #650 Huntington Beach CA 92648 and the entity and/or individual whose name and address are set forth below (“Merchant”).

1. Services.

(a) Merchant hereby appoints Company to be the exclusive provider of a Customer Loyalty and Rewards Application, merchant accounts, equipment and related goods and services that allow businesses to process credit card, debit and automated clearing house transactions (the “Company Services”) to Merchant and Merchant shall not process payments through any competitor of Company.

2. Fees.

Merchant agrees to pay the fees as set forth herein for the Customer Loyalty and Rewards App and Company or its vendors will bill the Merchant as set forth herein. Merchant shall pay said fee as part of its monthly credit card processing fees and said fee will appear on Merchant’s monthly merchant processing statement. In the alternative, Merchant hereby authorizes Company to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to Company. Merchant shall have thirty (30) days from making any payment invoice to notify Company of any errors in such payment. If Merchant does not notify Company within the thirty (30) day time period, Merchant shall be deemed to have accepted without question such payment and may not in the future contest the amount Merchant paid or seek reimbursement for any discrepancies. The monthly fee for the Customer Loyalty and Rewards App shall be ninety nine dollars (\$99.00). In some cases the Company shall provide to Merchant a tablet (“Tablet”) as determined by Company. Merchant assumes all risk for damage to the Tablet. Additional terms of the equipment placement are set forth below. Should merchant elect to have Tablet placed as part of the Customer Loyalty and Reward App, then the monthly fee shall be one hundred fifteen dollars (\$115.00).

3. Term and Termination.

(a) The initial term of this Agreement shall be for a period of twelve (12) months, 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. Company may cancel this Agreement for any reason, or no reason at all, by providing Merchant with seven (7) days notice. Merchant hereby authorizes Company to debit any charges due by Merchant under this Agreement as set forth in Section 2.

(b) Upon any termination of this Agreement, Merchant must return the Tablet to Company within fourteen (14) days. In the event Merchant fails to return the Tablet upon request by Company, by the return date or returns any Tablet which is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the Tablet for the full retail price of the Tablet as follows: on hundred thirty dollars (\$130.00) for an 8” tablet.

(c) If Merchant violates any of the terms and conditions of this Agreement within 12 months of the date set forth below, including, but not limited to, by ceasing processing payments with Company, then Company may charge a termination fee in an amount equal to one hundred ninety nine dollars (\$199.00). The parties expressly agree that the damages, which Company and Merchant might reasonably anticipate to be sustained by Company and Merchant, are difficult to ascertain and measure because of their indefiniteness or uncertainty and that the amount set forth above is a reasonable estimate of the damages that would probably be caused and shall be due regardless of proof of actual damages.

4. Disclaimer of All Warranties.

COMPANY IS NOT THE PROVIDER OF THE CUSTOMER LOYALTY AND REWARDS APP SOFTWARE PROVIDED TO THE MERCHANT AND PROVIDES NO WARRANTY FOR THE CUSTOMER LOYALTY AND REWARDS APP SOFTWARE. MERCHANT AGREES TO LOOK ONLY TO THE SOFTWARE PROVIDER FOR ANYTHING HAVING TO DO WITH THE CUSTOMER LOYALTY AND REWARDS APP SOFTWARE. Company disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. Company shall have no liability in contract, tort, negligence or otherwise to Merchant or any other third party arising out of any of products or services provided under this Agreement, including, but limited to the extent caused by Company. Company shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if Company has been advised of the possibility of such damages. Under no circumstances shall Company’s total liability to Merchant or any third party arising under this Agreement exceed one thousand dollars (\$1,000.00) regardless of whether any action or claim is based on warranty, contract, tort or otherwise.

5) This Agreement 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. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. 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. 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 Orange County, California. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

Date: _____

ClearPay Processing, LLC

By: _____

Name/Title: Alan Slutzky, Managing Member

Merchant Name: _____

By: _____

Name/Title: _____