



EQUIPMENT PURCHASE TERMS AND CONDITIONS

This Equipment Purchase Agreement (“Agreement”) is made as of the date set forth on the Equipment Order Form (“Form”) by and between Alpha Card Services, LLC. d/b/a/ Simpay (“Company”) located at 1210 Northbrook Drive, Suite 475 Trevose, Pennsylvania 19053 and the entity and/or individual whose name and address are set forth on the Equipment Order Form (“Merchant”).

WHEREAS, Company provides merchant accounts, equipment and related goods and services that allow businesses to process non-cash payments (the “Company Services”) and Merchant wishes Company to provide to Merchant the Company Services.

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

1. Appointment. Merchant hereby appoints Company to be the exclusive provider of the Company Services to Merchant and Merchant shall not process payments through any competitor of Company.

2. Purchase of Equipment. Company shall provide Merchant the equipment listed on the Form. Merchant hereby promises to pay the amounts detailed on the Form due starting with the effective date shown on the Form and every 30 days thereafter until the full amount is paid for the purchase of the Equipment. 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 or to charge Merchant via the merchant statement. Merchant assumes all risk for damage to the Equipment. In addition to the monthly payment and fees herein, Merchant shall pay all applicable taxes now or hereafter imposed by any governmental body. Merchant shall use any and all means necessary to ensure that Equipment entrusted to Merchant pursuant to this Agreement is preserved, safeguarded, and kept in its original condition free of defects and/or malfunctions. Title to the Equipment shipped or delivered to Merchant pursuant to this Agreement shall remain vested in Company unless the entire purchase price plus any other amounts due under this Agreement are paid by Merchant. Company shall have the right at any time to enter onto any of the property of Merchant to regain possession of any Equipment provided under this Agreement.

3. Term and Termination. The initial term of this Agreement shall be listed on the Form. If Merchant violates the terms of this Agreement, goes out of business, or fails to continue to process payments with Company then Merchant shall immediately pay to Company all and any amounts left due under this Agreement for the purchase price.

4. COMPANY IS NOT THE PROVIDER OF THE SOFTWARE AND EQUIPMENT PROVIDED TO THE MERCHANT AND PROVIDES NO WARRANTY FOR THE SOFTWARE OR EQUIPMENT. MERCHANT AGREES TO LOOK ONLY TO THE SOFTWARE AND EQUIPMENT PROVIDERS FOR ANYTHING HAVING TO DO WITH THE GATEWAY AND EQUIPMENT. Company will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the software or Equipment including any attributed to Company’s vendors. 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 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.

(cont.)



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4. (cont) UNDER NO CIRCUMSTANCES SHALL COMPANY'S TOTAL LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE.

5. 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 Company. Company may assign this Agreement in its sole discretion without the written consent of Merchant. 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.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania (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 Pennsylvania. 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. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses.

7. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of that conduct or any future breach or subsequent wrongful conduct. If any part, term or provision of this Agreement is declared and determined by any court or arbitrator to be illegal or invalid, such declaration and determination shall not affect the validity of the remaining parts, terms or provisions. The various headings in this Agreement are inserted for convenience only and shall not affect this Agreement or any portion thereof. This Agreement may be executed in two or more counter-parts or by fax, or other acceptable electronic means, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.