



AMG Merchant Services Agreement

This Agreement dated _____, by and between AMG Merchant Services d/b/a AMG Payment Processing (“AMG”) with its offices located in Maitland, Fl. referred to as Client; _____ with offices located at _____
The terms “party and/or parties” shall refer to the signatories of this agreement.

AMG shall provide ACH services to the Client deemed necessary for the successful processing and operation of its business. The Client acknowledges that it is obligated to operate in accordance with all processing regulations under State and Federal law including those found under NACHA rules, regulations and compliance as applicable. Client shall not use any of its services for any illegal or prohibited business transactions including but not limited to money laundering or racketeering under state, and/or Federal law.

Approved Use ACH Debits and Credits from (merchants’ clients), for (merchants’ clients).

Rates Outlined in Schedule A, provided and verified on an additional document once service agreement is approved.

Refusal of Service / AMG Role

AMG reserves the right to refuse, revoke or terminate service at any time at AMG’s sole discretion. AMG will give Client reasonable notification of termination, unless it deems Client’s business jeopardizes AMG in any fashion.

Furthermore, it is understood between the parties to this Agreement that AMG’s only role within this Agreement is in the capacity of a merchant processing company facilitating transactional payments between the Client and its customers. AMG assumes no third-party liability for any of the products and/or services the Client offers; AMG shall not at anytime advise, consult or otherwise participate with Client in the marketing and selling of its goods and services. As such Client hereby states that all goods and services offered are within the applicable laws and statutes of the jurisdictions where said goods and services are being offered.

Client’s Breach of the Agreement

At all times, herein Client agrees to use the services of AMG for the goods and services approved by AMG as stated in this Agreement. The failure by the Client to use AMG’s merchant services for goods and services not approved by AMG shall be considered a material breach of this Agreement. If in fact a client’s material breach of the agreement does take place, AMG shall as a remedy be entitled to the following remedies including but not limited to (1) termination of the Agreement; (2) hold/keep any and all reserves held by AMG on behalf of the client; (3) hold /

keep for an indefinite period of time any and all monies due the client from AMG. It is expressly understood between the parties that a client's material breach shall be considered "penalty provision" under this Agreement and AMG shall be entitled to compensatory and punitive damages as said breach shall be considered egregious and fraudulent.

Fees / Fines

Client accepts responsibility and indemnifies AMG for all fees and fines that may be enforced by any and all regulating bodies in connection with the transactions they have submitted. Documentation of all fees shall be available upon request from AMG.

Withholding of Funds / Reserve Implementation

If merchant exceeds or nears unauthorized or authorized NACHA return thresholds within the first 2,000 transactions; AMG maintains the right to withhold settlement of the funds of those transactions or related transactions. In addition, AMG maintains the right to implement a rolling reserve of the percentage it deems necessary.

Indemnity and Personal Liability

Under no circumstances shall AMG, its staff, its affiliates or its contractors be liable for any direct, or consequential damage that results from Client's use of this service. Client agrees and acknowledges that all sales processed through AMG are generated from its own efforts. Client agrees to defend, indemnify and hold AMG, its staff and its affiliates harmless from any and all liabilities, costs, expenses (including legal fees) arising from any violation of this agreement by Client or any employee or party that may have accessed the processing service through Client's account.

It is further agreed between the parties that shall be held personally liable for any costs, returns, chargebacks or any other damages incurred by client by operation of its business.

Limitation of Liability

AMG expressly disclaims any liability or loss arising from or related to the site (however arising, including negligence), including without limitation, liability or loss associated with unauthorized access to any server, merchant interfaces, websites, facilities, or Client data or Client customer data (including credit card or bank account numbers and other personally identifiable information) due to accident, illegal or fraudulent means, including hacking, or devices used by any third party, or other causes beyond AMG's reasonable control. Client expressly agree that AMG shall not be liable for any loss arising from infiltration of the site by means of software viruses, trojan horses, worms, time bombs, or any other software programs, or technology designed or intended to disrupt, damage, intercept or expropriate data from the site.

As a condition of use of the site, Client agrees that neither AMG, nor any officer, affiliate, director, shareholder, agent, contractor or employee of AMG will be liable to Client or any third party for any direct, indirect, incidental, special, punitive, or consequential loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the site. The limitations set forth in this section apply to the acts, omissions, negligence, and gross negligence of AMG and its affiliates, parents, subsidiaries, contractors, subcontractors, officers, directors, shareholders, managers, employees, and agents, which, but for this provision, would give rise to a course of action in contract, or any other legal doctrine.

Site Modifications

AMG reserves the right to amend the Terms and modify or discontinue all or part of the Site, temporarily or permanently, with or without notice, and is not obligated to support or update

the Site. The amended Terms shall automatically become effective immediately after they are initially posted on this Site.

Intellectual Property Rights

The Site is proprietary to AMG. All the text, images, marks, logos and other content of the Site ("Site Content") is proprietary to AMG or to third parties from whom AMG has obtained permission. AMG authorizes Client to view, download, and print the Site Content provided that: (i) Client may only do so for Client's own personal and non-commercial use; (ii) Client may not copy, publish or redistribute any Site Content; (iii) Client may not modify Site Content; (iv) Client may not remove any copyright, trademark, or other proprietary notices that have been placed in the Site Content by Company. Except as expressly permitted above, reproduction or redistribution of the Site Content, or any portion of the Site Content, is strictly prohibited without the prior written permission of Company.

Warranty

This site is provided on an "as is", "as available" basis. Neither AMG, nor its parent corporation, represents or warrants that the site will be available, accessible, uninterrupted, timely, secure, accurate, complete, entirely error-free or virus free nor does AMG make any warranty as to the results that may be obtained from the use of the site or as to the accuracy or reliability of any content or any information or products obtained through the site or that defects in the site will be corrected. Client expressly acknowledges that this site and the services are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences. In such an event and subject to the terms hereof, AMG shall use commercially reasonable efforts to remedy material interruptions and will provide adjustments, repairs and replacements, within its capacity, that are necessary to enable the site to perform their intended functions in a reasonable manner. Client acknowledge that AMG does not warrant that such efforts will be successful. If AMG's efforts are not successful, Client may terminate the applicable service agreement and cease using the site.

The foregoing shall constitute Client's sole remedy, and AMG's sole liability in the event of interruption, outage or other delay occurrences of the site. Client waives and covenants not to assert any claims or allegations of any nature arising from or relating to Client's use of the site, including, without limitation, all claims and allegations relating to the alleged infringement of proprietary rights, the alleged inaccuracy of content, or allegations that company has or should indemnify, defend, or hold Client harmless from any claim or allegation arising from Client's use, republication or other exploitation of the site.

Client shall use the site at Client's own risk and neither company nor the parties who provide information and materials for publication within the site will be liable for any damages arising from Client's use of this site. Client understands and agrees that any material or data downloaded or otherwise obtained through the use of the site or the services is done at Client's own discretion and risk and that user will be solely responsible for any damage to its computer system, loss of service or loss of data that results from the download or use of such material or data.

Non-Compete / Non-Disclose

Non-Compete

Throughout the duration of this agreement the Recipient ("") shall not, in any manner, represent, provide services or engage in any aspects of business with the clients of AMG through the files and information AMG has provided client as to their ongoing business relationship.

The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed Five (5) years or as permitted under applicable law whichever is longer, following the culmination, completion or termination of this agreement, client shall not directly or indirectly engage in any business dealings that would be considered similar in nature to those of AMG, and subsidiaries, including any current or former clients of AMG that are known to client through the business relationship between the parties.

Confidential Information

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by AMG to merchant, including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of AMG, its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

Injunctive Relief

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that AMG shall suffer irreparable harm if the client should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

Entire Agreement

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written, between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

Severability

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

Term of Agreement

This agreement shall remain in full force and effect unless one or both of the parties terminates pursuant to the above stated terms. From time to time AMG reserves the right to modify this agreement with no notice to the client.

Choice of Law / Venue

This Agreement shall be governed by the laws of The State of Florida. If one or more of the terms of this Agreement are found to be invalid the remaining terms of this Agreement shall stay in effect.

In the event of a dispute between the parties, jurisdiction shall be found with the American Arbitration Association ("AAA") Commercial Division. Venue shall be in Orange County or Palm Beach County, Florida. Client waives their right to bringing a dispute to any court of competent jurisdiction and waives trial by jury.

AMG**Merchant**

Signature:

Signature:

Print:

Print:

Title:

Title:

"Money transmission services relating to the Passport Program are provided by Priority, directly or through its subsidiary Finxera, Inc. (NMLS #1168701) or its authorized affiliates and contractors."