

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as the date set forth below by and between American Bancard, LLC., d/b/a TouchSuite® ("TouchSuite") and the entity and/or individual whose name and address are set forth below ("Merchant").

· **Equipment.** Merchant hereby appoints TouchSuite to be the exclusive provider of merchant account(s), equipment and related goods and services that allow businesses to process credit card, debit and automated clearing house transactions to Merchant and Merchant shall not process credit cards through any payment processor other than TouchSuite. TouchSuite shall provide to Merchant an equipment placement (the "Equipment") or rental equipment as determined by TouchSuite and set forth herein. Merchant acknowledges that Merchant will receive Equipment from TouchSuite with the consideration that the Equipment is property of TouchSuite; Merchant will use the Equipment for business purposes only and for no other purpose; and Merchant will maintain the Equipment in good condition and repair. Merchant assumes all risk for damage to the Equipment. Merchant is responsible for all gateway fees that are billed by TouchSuite's gateway provider (whether the Merchant receives a gateway or terminal from TouchSuite). In the event that TouchSuite provides rental Equipment to Merchant, Merchant hereby promises to pay the deposit amount (refundable if the Equipment is returned to TouchSuite except as otherwise set forth herein) and the monthly amount set forth herein each and every month due starting with the effective date shown herein and every thirty (30) days thereafter for the term of this Agreement, and any automatic renewal term of this Agreement.

· **Non-return of Terminal Placement Equipment.** In the event Merchant fails to return the Equipment upon request by TouchSuite, by the return date (14 days after requested by TouchSuite or 14 days after closure of the merchant account has been processed) or returns any Equipment which is damaged, defective, malfunctioning, or is not in good condition and repair, Merchant shall purchase the Equipment for the full retail price of the Equipment which shall be as follows: \$3,995.00 per Grubrrr Kiosk, \$1,995.00 per Clover Station, \$850.00 per Clover Mini, \$750.00 per Clover Flex, \$450.00 per standalone credit card terminal, \$225.00 per pin pad, \$225.00 per mobile or USB card reader and \$65.00 per power cord. Merchant hereby authorizes TouchSuite 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 TouchSuite and TouchSuite may use any deposit to pay said amounts due under this Agreement.

· **Disclaimer of All Warranties.** TouchSuite disclaims all warranties, express or implied, including but not limited to, the implied warranties of fitness for a particular purpose and merchantability. TouchSuite 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. TouchSuite 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 TouchSuite has been advised of the possibility of such damages.

· **Indemnity.** Merchant agrees to indemnify, defend, and hold harmless TouchSuite, its employees, referral partners and agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) it may suffer or incur as a result of (i) negligence of Merchant or its subcontractors, agents or employees, or (ii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any card association rules, PCI standards, governmental laws, regulations or rules including, but not limited to, any applicable fines and fees.

· **Release.** Merchant and its heirs, agents, representatives, and employees, and each of them, hereby forever release and discharge TouchSuite and each of its past, present and future businesses, affiliates, parents, subsidiaries, joint venturers, assigns, trustees, owners, principals, officers, directors, shareholders, agents, employees, independent contractors, attorneys, insurers, and representatives, and each of them, of and from any and all liability, claims (legal or administrative), defenses, causes of action, obligations, duties, penalties, attorneys' fees, costs, damages, injuries, or liabilities of any nature whatsoever, whether based on contract, tort, statute or other legal or equitable theory of recovery, whether now known or unknown, whether past, present or future, which the now has, claims to have had, or otherwise may have, arising out of, or concerning, whether directly or indirectly, Merchant's failure to comply with the applicable laws, card association rules and PCI Standards.

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• **Miscellaneous.** 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 or arbitration 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 Palm Beach County, Florida. 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. Merchant hereby authorizes TouchSuite to obtain credit reports on the employees, owners, officers and directors of the Merchant..

Date: _____

American Bancard, LLC., d/b/a TouchSuite ("TouchSuite")

Agent name: _____

Merchant Name: _____

Signature: _____

SIGN HERE

PERSONAL GUARANTY: The undersigned unconditionally and irrevocably guaranties to TouchSuite the prompt payment and performance of the terms and conditions outlined in this Agreement. This Guaranty is a guaranty of payment and not merely one for collection.

Merchant Name: _____

Signature: _____

SIGN HERE