**PAYMENT GATEWAY, EQUIPMENT AND SERVICES AGREEMENT**

This Payment Gateway, Equipment and Services Agreement ("Agreement") is made effective as of the date it is signed by the Merchants by and between Merchant One, Inc. ("Company") located at 524 Arthur Godfrey Road, Suite 300, Miami Beach, Florida 33140 and the entity and/or individual whose name and address are set forth on the application ("Application") entered into contemporaneously with this Agreement ("Merchant").

WHEREAS Company is a payment processing provider and has agreed to provide Merchant with equipment ("Equipment") and/or point of payment gateway ("Gateway") and other merchant account, ACH and payment processing services to allow Merchant to accept non-cash forms of payment.

1. Services. (a) Merchant hereby appoints Company to be the exclusive provider of a payment processing services, payment gateway and equipment to Merchant and Merchant shall not process payments through any competitor of Company. This Agreement shall still be in force even if Merchant is declined for a Merchant account and covers all services provided by Company to Merchant other than any fully executed merchant account agreement. Merchant agrees to pay for the Gateway and Equipment as designated on the Application. The parties agree that (i) in the future that Company and Merchant may agree to update the Equipment and Gateway provided to Merchant (ii) any such changes or additions, including additional fees or costs, may be agreed to by way of e-mail or other correspondence between the parties and (iii) such new term will be part of and subject to the terms of this Agreement. 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. 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 Gateway and Equipment.

2. Gateway Services. If applicable, Company shall provide Gateway services to the Merchant. 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 and transactions, including, but not limited to, any fraudulent transactions processed in the Gateway or Equipment and all associated fee and costs. Merchant will be solely responsible to obtain accurate credit card and ACH information and authorization from its customers, and will transmit said information to Company via the internet or service originally agreed upon by all parties.

3. Purchase of Equipment. (a) Company shall provide the Equipment as set forth on the Application and pay for the Equipment under the payment terms set forth on the Application, including, is applicable, the monthly payments each and every month due starting with the effective date shown below and every 30 days thereafter for the purchase of the Equipment. Merchant assumes all risk for damage to the Equipment. In addition to the payments and fees herein, Merchant shall pay all applicable taxes now or hereafter imposed by any governmental body. 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.

(b) Equipment Use. 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.

4. Free or Purchased Equipment. Company shall provide to Merchant "free" Equipment or sell Equipment to Merchant as determined by Company, indicated on the Application and set forth herein. Merchant acknowledges that Merchant will receive such free or purchased Equipment from Company with the consideration that the Equipment is property of Company (unless paid in full); Merchant will use the Equipment for business purposes only and for no other purpose; Merchant will maintain the Equipment in good condition and repair. Merchant assumes all risk for damage to the Equipment. If Company sells Equipment to Merchant, Merchant hereby promises to pay the down payment and/or the monthly amount set on the Application herein each and every month due starting with the effective date shown herein and every thirty (30) days thereafter until paid in full for the purchase of the any Equipment Company provides to Merchant. Upon any termination of this Agreement, Merchant must return the Equipment to Company within ten (10) days. In the event Merchant fails to return the Equipment upon request by Company, by the applicable return date or returns any Equipment which is damaged, defective, malfunctioning, or is not in good working order, Merchant shall purchase the Equipment for the full retail price of the Equipment set forth below:

$1,800.00 per Clover Station, Clover Station 2018, Clover Station Pro
$750.00 per Clover Flex,
$750.00 per Clover Mobile,
$850.00 per Clover Mini,

$450.00 per standard credit card terminal
$225.00 per card reader and/or $225.00 per pinpad.

5. Fees. Merchant agrees to pay the fees as set forth in the Application and Company or its vendors will bill the Merchant as set forth herein. Merchant shall pay said amount by allowing Company or its vendors to initiate an automated clearing house transaction to Merchant's designated bank account. 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 or to charge Merchant via the merchant statement. Merchant shall have thirty (30) days from paying any amount due under this Agreement 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.

6. Term and Termination. 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. Company may cancel this Agreement for any reason, or no reason at all, by providing Merchant with seven (7) days notice.

7. Disclaimer of All Warranties. COMPANY IS NOT THE PROVIDER OF THE GATEWAY AND EQUIPMENT PROVIDED TO THE MERCHANT AND PROVIDES NO WARRANTY FOR THE GATEWAY OR EQUIPMENT. MERCHANT AGREES TO LOOK ONLY TO THE GATEWAY 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 Gateway 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 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.

8. Indemnification. Merchant agrees to indemnify, defend, and hold harmless Company, 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) negligence of Merchant or its subcontractors, agents or employees, or (iii) any alleged or actual violations by Merchant or its subcontractors, employees or agents of any card association rules, governmental laws, regulations or rules including any card association fines.

9. Governing Law; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Florida 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 Florida. 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 Company 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 Company. 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 Florida. 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 COMPANY 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.

10. 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. This Agreement may be amended by Company 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. 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 Florida. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or other means of electronic transmission (including .pdf files) pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.