

MARKETING AGREEMENT

This Agreement (Agreement) is entered into by and between Sales Team USA llc, Bankcard Services, Leads Plus (LP)

Day of _____

This Agreement is binding upon _____ and its Principals, owners, Affiliates, Affiliated entities, parent entities, agents, employees, Independent Contractors, subcontractors, successors and assigns, as well as all individuals who have signed The Agreement, their heirs, successors and assigns, (referred to collectively as 'LP').

RECITALS

WHEREAS, LP is engaged in the business of marketing and selling a credit/debit card Processing service, check guarantee/verification processing service, card and check processing Equipment, equipment leasing, equipment rental, processing on the World Wide Web, warranty Programs and other related services (collectively, the "Processing Service") to retail entities, Mail order and telephone order entities, Internet entities and others (individually, a "Merchant" And collectively, the "Merchants"); and

WHEREAS/ LP wishes to hire Contractor as an Independent Contractor to assist in the selling *And marketing of the Processing Service to Merchants; and* Contractor has numerous business relationships, contacts, associations and other marketing and networking tools, methods and concepts to assist in the selling and marketing of the Processing Service to Merchants; and

WHEREAS, LP requests that Contractor enter into this agreement so that LP may protect Its legitimate interests through non-disclosure and other contractual provisions contained Herein; and

WHEREAS, Contractor has agreed to enter into this Agreement and to be bound by the Contractual provisions contained herein in order to receive the substantial benefits set forth Herein and which LP would not otherwise confer upon Contractor.

DEFINITIONS Initials _____

As used in the Agreement, the following capitalized terms shall have the meanings set Forth below:

""Affiliate or Affiliates" shall mean any entity that directly or indirectly controls, is controlled By, or is under common control with, the entity in question.

""Affiliated" shall refer to the relationship in which an entity is connected or associated with Another entity.

""Applicable Laws and Regulations" shall mean all laws, rules, regulations, and regulatory Policies of, or administered or enforced by, any local, state or federal agency or governmental Or other body applicable to LP, Contractor, Merchants, Merchant Accounts, account materials,

Application Materials, Promotional Materials, any transactions contemplated by this Agreement,

Or any matter relating to any of the foregoing, including, without limitation, all rules and regulations promulgated by VISA and MasterCard and the laws administered by, and the rules, regulations, and regulatory policies of, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation.

"**Application Materials**" shall mean the application and all other developed materials that are prescribed by LP and/or Provider to facilitate the establishment of accounts as they relate to or are a part of the Processing Service.

"**Approved Merchant**" shall mean any Eligible Merchant that is accepted by LP and Provider for participation in the Processing Service and enters into an agreement for such service.

"**Capitalization Agreement**" N/A

"**Eligible Merchant**" shall mean a Merchant that meets the Program Approval Standards, is not doing business with LP as of the date of application, and is solicited by Contractor to participate in the Processing Service.

"**Good Standing**" shall mean a Contractor that is in compliance with all representations, warranties, sections, covenants, and provisions of this Agreement and providing proper levels of support and service to Merchants provided to LP ...

"**Independent Contractor**" shall mean a type of status or classification and is used to further define the relationship of the parties.

Lease Funding shall mean the compensation paid to Contractor for successfully completing all requirements of LP and Provider including, without limitation, all Verifications and delivery of the subject equipment.

"**Loss or Losses**" shall mean any losses, damages, liabilities, judgments, order of restitution, cease and desist order, penalties (including civil monetary penalties and VISA and MasterCard fines and penalties), costs and expenses, including, without limitation, any attorneys' fees and court costs reasonably incurred by an indemnified party or other entity.

"**MasterCard**" shall mean MasterCard International Incorporated.

"**Material**" when used with reference to information, a fact or circumstance, a course of action, a decision-making process or other matter, shall be limited to information, facts and circumstances, courses of action, decision-making processes or other matters as to which there is a substantial likelihood that a reasonable person would attach importance in determining whether to enter into this Agreement or in the manner of conducting business under this Agreement.

"**Merchant Account**" shall mean the account relationship established between LP Provider and an Approved Merchant pursuant to a Merchant Processing Agreement.

"Merchant Application" shall mean the forms and Application Materials designated by LP And required to enroll a Merchant in the requested Processing Service.

"Merchant Portfolio" shall mean all of Contractors solicited of Approved Merchants participating in the Processing Service pursuant to Merchant Processing Agreements and this Agreement or Otherwise made a part of the Processing Service.

"Merchant Processing Agreement" shall mean a written agreement among LP, Provider And an Approved Merchant that governs the Approved Merchant's participation in the Processing Service, which agreement shall be acceptable to LP and Provider.

"Monthly Reports" shall mean the required Monthly Reports of all pending and Accepted Merchant Accounts, the status of the Account, the Account Activity and all Fees, Charges, Commissions all of which is to be timely delivered monthly by LP to Contractor.

"LP or LEADSPLUS LLC" shall refer to and include LEADSPLUS LLC, LP, an Illinois Corporation, as well as its successors and assigns.

"Program Approval Standards" shall mean a minimum standard by which a Merchant shall Be evaluated and considered for participation in the Processing Service. These standards may Include but will not be limited to: (I) a review of the principals' credit history, (II) confirmation That the business type is not one that is contained in the prohibited merchants list, (III) a Review of previous processing statements if applicant has previous processing, and (IV) a Review of all Application Materials and the Merchant Application.

"Promotional Materials" shall mean all verbal and written solicitations and advertisements And other communications (including telemarketing scripts) used to market, promote and solicit The establishment and/or enrollment of Merchants.

"Provider" shall mean an entity that makes available and/or provides a product, goods, or Service that is part of the Processing Service or supports the Processing Service.

"VISA" shall mean VISA U. S. A., Inc.

NOW, THEREFORE, in consideration of the premises and mutual promises contained in this Agreement, the parties agree as follows:

CONTRACTOR OBLIGATIONS. Contractor shall assist LP in marketing and selling the Processing Service by soliciting potential Merchants and calling on exiting Merchants who are Not at the time of solicitation A MERCHANT OF LEADS PLUS OR LP of LP upon the terms and conditions set fourth

I.I GUIDELINES. Contractor agrees to perform the duties hereunder in accordance With the written guidelines prepared by LP and Contractor acknowledges Receipt of such guidelines (guidelines contained in the document "Sales Standards and Procedures for Independent Sales Representatives and agrees To follow them. The LP guidelines as they exist at the time the Agreement is Executed are incorporated by reference. LP may amend, supplement or Otherwise modify the guidelines at any time and from time to time without the Consent of Contractor. LP shall deliver notice and a copy of such amended,

Supplemented or otherwise modified guidelines to Contractor as provided for Herein. Unless Contractor objects in writing within TEN (10) days of receipt of

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Such changes Contractor shall be deemed to have waived any right to dispute The amended, supplemented or otherwise modified guidelines. At such time, the Amended, supplemented or otherwise modified guidelines shall be incorporated By reference as if set out in full herein. LP from time to time will also provide Contractor with LP sales materials AT NO COST TO CONTRACTOR as LP deems in its sole discretion to be requisite for Contractor to perform its duties hereunder.

I.2 USE OF LOGO'S, TRADEMARKS, MARKETING/PROMOTIONAL MATERIALS AND SCRIPTS. Contractor SHALL NOT use the Visa or MasterCard Logo's or Trademarks on business cards, stationary or any other media outside of the Approved materials. Unless otherwise stated, ALL marketing/promotional Materials and scripts must be **PREAPPROVED BY IN WRITING PRIOR TO USE** and/or distribution by Contractor. Contractor shall submit all proposed Advertisements to LP in advance for its review and approval. LP shall review and respond to all Contractor submissions within a commercially reasonable time in writing.

I.3 DUTIES. Using the LP Guidelines, Contractor shall, during the term of this Agreement or subsequent renewal terms market and sell the Processing Service For LP, make presentations of the Processing Service, and other related Services to potential Merchants, complete market survey and/or Merchant Application paperwork, instruct Merchants on deposit or other bank related Requirements of the Processing Service as LP may, from time to time Designate. Contractor may perform such duties at such times and at such Locations, THROUGHOUT THE WORLD as Contractor may determine. Contractor shall forward. Any and all paperwork **within** Contractor's care directly, Exclusively and without exception, in a timely -manner without delay, to LP or Such other entity or place as LP may, from time to time designate.

I.4 TELEMARKETING AND "NO CALL" LISTS. If Contractor utilizes telemarketing in The course of operating their business Contractor agrees to abide by all Applicable Laws and Regulations and required procedures for the area of the Country in which they are located or conducting business. If a "NO CALL" list is In force in the area of the country in or from which Contractor is operating, Contractor shall abide and comply with the requests of the call recipient and Follow all guidelines as they relate to the laws, rules and/or regulations.

I.5 GOOD FAITH. Contractor and all representatives of Contractor shall act honestly And in good faith in all dealings, Contractor shall notify LP immediately of any Action or omission by Contractor or Merchant of which Contractor is aware that Could result in any Loss or liability to LP or any of its Affiliates, contractors or Providers or financing entities. Merchants who do not meet the established Credit policy of LP and/or Providers, both written and in practical application, Shall not be solicited by Contractor or induced into paying application fees to Contractor.

I.6 REPRESENTATIONS TO MERCHANTS. Contractor may not state or imply that the

Approval of LP is guaranteed or unnecessary. STUSA in its sole and absolute

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Discretion, shall make final determination as to whether or not to accept any Prospective Merchant. LP shall have the right, in its sole and absolute Discretion, to terminate any contract between LP and a Merchant without Notice to or consultation with Contractor.

1.7 LIMITATIONS OF AUTHORITY Contractor shall have no authority whatsoever to (I) bind LP and/or Provider to any contract or any agreement or to incur any Obligation on behalf of LP and/or Provider, (II) release, assign or transfer an LP or Provider agreement, claim, security or any other asset or interest Belonging to or in the control of LP and/or Provider, (III) borrow any money in The name of LP and/or Provider or lend any money belonging to LP and/or Provider, (IV) represents LP and/or Provider in any way other than as described Herein or in the LP Guidelines or sales standards and procedures provided to Contractor, or (V) submit any claim or liability related to the Processing Service To arbitration or confess a judgment against LP and/or Provider. Contractor Specifically agrees that LP and/or the Provider will establish the terms and Conditions of any contractual agreement between a Merchant and LP and/or The Provider. from time to time, and that Contractor has no authority to make Any representations, warranties, agreements or guarantees with respect to such Contracts. Contractor will, at all times, use, without modification or change, the Forms of the agreement between Merchant and LP and/or Provider as are Furnished to Contractor by LP and/or Provider.

1.8 RELATIONSHIP TO PROVIDERS. Notwithstanding any of the rights, contained in The agreements between Providers and Merchants, Contractor shall afford the Same rights; privileges and protections afforded LP in this Agreement to all Providers and/or product vendors covered under this Agreement.

1.9 INDEPENDENT CONTRACTOR. Contractor understands, acknowledges, covenants And represents and warrants that they are an independent contractor and not an Employee, agent, officer or representative of LP nor a joint venture with LP. Contractor further agrees, acknowledges and understands that LP will not: (I) Exercise any behavioral control over Contractor, (II) provide any training outside Of answering rudimentary questions of process, policy and procedure, (III) Furnish any work materials to Contractor other than those set forth herein and in The LP Guidelines, (IV) furnish a work place, telephone, automobile or any Other equipment to Contractor, or (V) reimburse Contractor for business Expenses or any cost whatsoever incurred by Contractor in the. Course of its Solicitation of Merchants for Processing Service. It is understood and agreed, And it is the exclusive intention of the parties hereto, that Contractor is and will Continue to be an independent contractor throughout the term of this Agreement. Neither Contractor nor any of the Contractor's employees or agents, If any, is to be considered an employee of the Company in performing services Under this Agreement for any purpose whatsoever, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal

Any and all state taxes. Notwithstanding the provisions of this Section 1.9, if a Court or any agency of either the federal or state government determines that Contractor or any workers engaged by Contractor are employees of the Company For any purposes whatsoever, including, but not limited to, liability for Withholding taxes, social security, unemployment compensation, and all similar Taxes, workers compensation coverage or liability, or any other state or federal Law applicable to employment, Contractor agrees to hold and save the Company Harmless from any and all liability, obligation or expense incurred by the Company, including, but not limited to, the amount of any assessment, award, Judgment or other which may be entered against the Company on account of Such determination, as well as any other expense incurred by the Company in Connection with such matter, including attorney's fees.

1.10 TAXES. Contractor agrees to timely file any necessary federal income tax Returns, whether quarterly, annual or otherwise, and the Company agrees to Timely furnish Contractor with information returns required under federal law. Contractor agrees to be responsible for and pay all applicable taxes required by Any and all governing bodies, or agencies including but not limited to; Town, Township, City, County, State and Federal authorities for the specific area of the Country in which they are located or conduct business. This requirement extends Not only to income taxes but also shall include and not be limited to sales, If at any time Contractor fails to maintain a current status with any Tax obligation they will advise LP in written form of such delinquency Immediately.

1.11 RESPONSIBILITY FOR COMPLIANCE. Contractor understands and agrees that The obligations contained herein are reasonable and necessary to protect the Interests of LP and Providers. Contractor further understands that a lack of Compliance with the obligations or breach thereof by Contractor shall constitute a Material breach of this Agreement. Contractor accepts the responsibility of Maintaining compliance with all the obligations, agreements, covenants and

2. COMPENSATION. Compensation shall be earned and paid in accordance with the terms And provisions of Appendix attached hereto and incorporated. Herein by this reference. This Compensation shall be subject to all applicable governmental standards, taxes, assessments or Other requirements. Contractor shall not be entitled to any benefits, vacation, compensation or Reimbursement for their services except as expressly provided herein. In the event this Agreement terminates for any reason other than or a subsequent renewal term; LP shall have satisfactory completion of the initial term to continue with any form of Compensation. Contractor shall receive compensation as contained herein and shall continue to receive compensation from accounts in its Portfolio for as long "contractors "adheres to the terms in this agreement or unless LP chooses to sell contractor(s) portfolio up to 2.5 times monthly residuals. LP reserves the right to resell contractors portfolio at any time without notice to the contractor. s

3 ADVANCES BY LP TO CONTRACTOR. Subject to and upon the terms and conditions Contained in this agreement, from time to time, upon the sole discretion of LP, LP may Make advances of funds (Advances) to contractor for the sole use by contractor in the operation Of contractors business of selling and marketing the processing service to approved merchants Contractor agrees to repay the advance in accordance with the terms and conditions of the Note attached hereto as Exhibit

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4. EQUIPMENT AND SUPPLIES PURCHASE REQUIREMENT. If purchasing equipment And/or supplies from LP, Contractor hereby unconditionally agrees to be liable for and pay for Any and all items received. If Contractor fails to dispute the validity of any debt for equipment And/or supplies in writing within SIXTY (60) calendar days of receipt, Contractor shall be Deemed to have waived any right to dispute the debt or the amount of such debt. In the event Contractor does not fully satisfy any obligation under this, provision Within SIXTY (60) calendars Days of the occurrence of such liability Contractor will be considered in default of this section of This Agreement. In the event of a default, Contractor shall reimburse LP for reasonable Collection and attorney fees expended on the part of LP to collect such debt.

5. LEASE FUNDING PROVISION. If Contractor accepts Lease Funding through LP, Contractor hereby unconditionally agrees to be liable for and pay for any and all charge-back And/or recourse action or other Losses as a result of Lease Funding to Contractor including but Not limited to, (I) lease defaults regardless of reason during the liability period as described in The attached "Appendix A," (II) defaults as a result of fraud, misrepresentation, forgery or Document alteration, (III) interference with contract between Merchant and lessor by Contractor, (IV) improper repossession of leased equipment by Contractor, and (V) acceptance By Contractor of returned leased equipment from lessee. In the event Contractor does not fully Satisfy any obligation under this provision within THIRTY (30) calendar days of the occurrence Of such liability Contractor will be considered in default of this section of this Agreement. In the Event of a default, Contractor shall reimburse LP for reasonable collection and attorney fees Expended on the part of LP to collect such debt.

6. TERM this agreement shall be effective from the date hereof and shall remain in full Force and effect for a period of THREE (3) years as an initial term, unless sooner terminated as Set forth herein. Upon the completion of the initial term, unless LP or Contractor furnishes Written notice of non-renewal at least SIX (6) months prior to completion of the then existing Term, this Agreement shall renew automatically for additional THREE (3) terms in perpetuity Unless canceled in accordance with the provisions contained in the Agreement.

7. ASSIGNMENT Contractor shall not assign its rights nor delegate its duties under this Agreement or grant or permit to exist a lien or security interest with respect to such rights Without the advance written consent of LP, LP may assign its rights and obligations under This Agreement without the consent of Contractor.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS.

8.1 REPRESENTATIONS TO MERCHANTS. Contractor shall not make any Representations to a Merchant or prospective Merchant other than those set forth In the contracts between LP, its affiliated banks and financing entities, and the Merchant. Contractor shall not conceal any material facts from the Merchant or Prospective Merchant.

8.2 REPRESENTATIONS OF CONTRACTOR ABOUT MERCHANTS. By submitting a Merchant Application to LP, Contractor represents and warrants (I) that they Have performed a SITE SURVEY REPORT in accordance with the MERCHANT

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8.3 POLICIES AND PROCEDURES. Contractor shall abide by the policies and Procedures of LP. These policies and procedures may be changed by LP From time to time in the sole discretion of LP. Contractor shall be responsible For complying with the policies and procedures in effect at any given time. Policies of all Providers as they relate to offering of the Processing Service shall Be strictly adhered to by Contractor without exception.

8.4 DECEPTIVE ACTS. Neither LP nor Contractor shall not (I) engage in any illegal, fraudulent or Deceptive acts or practices in the course of performing their duties hereunder, (II) Undertake any actions or inaction, which is against the best interest and Expectations of LP and/or Provider entities or (III) violate any Applicable Laws and Regulations.

8.5 RESPONSIBILITY FOR COMPLIANCE. Contractor understands and agrees that The stated representations, warranties and covenants contained herein are Reasonable and necessary to protect the interests of LP and Providers. Contractor further understands that a lack of compliance with the stated Representations, warranties and covenants or breach thereof by Contractor shall

9. INDEMNIFICATION.

9.1 INDEMNIFICATION AND HOLD HARMLESS. Contractor hereby agrees to Indemnify Lp and hold LP harmless from and against any and all claims, Losses, damages, liabilities, fines, penalties and expenses including but not Limited to attorney's fees and litigation costs, arising from or related to (I) any Act, actions or omissions by Contractor including but not limited to, any Intentional or negligent tort, (II) any deceptive trade practice, or (III) any fraud In connection with Contractor selling and marketing of the Processing Service, (IV) Any breach by Contractor of the covenants and agreements made by it in This Agreement, and (V) any fine or penalty imposed. Upon or Losses suffered by LP. This Agreement by Contractor to indemnify shall continue and survive the Expiration or termination of this Agreement and shall survive any sale of Merchant Accounts to LP

9.2 LITIGATION AGAINST LP BASED ON ACTIONS OF CONTRACTOR. In the event Of any suit or the threat of suit against LP for actions of Contractor it shall be

The responsibility of Contractor to provide for the representation and/or defense Of LP. The selection of legal counsel shall be at the sole and absolute

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Discretion of LP. All reasonable efforts will be made by LP to choose such Counsel based on knowledge of and experience in the industry, billable rates, And other relevant factors. If a settlement is proposed, provided Contractor is Maintaining their obligation herein to pay for representation and/or defense, said Settlement will be discussed with Contractor. LP shall, in its sole and absolute Discretion, Make all decisions as they relate to proposing, accepting or rejecting Any settlement issues. Furthermore, any judgment, monetary decision of the Court and/or arbitrator against LP, fine, penalty and/or Loss of any sort shall be The financial responsibility of Contractor. In the event Contractor does not fully Satisfy any obligation under this provision within THIRTY (30) calendar days of The occurrence of such liability Contractor will be considered in default of this Section of this Agreement. In the event of a default, Contractor shall reimburse LP for reasonable collection and attorney fees expended on the part of LP to Collect such debt.

9.3 NON-LIABILITY. Notwithstanding 9.3 any representations, statements or acts by Contractor, neither LP nor any Provider shall have any liability or obligation to Contractor, or any other person, firm or entity for any debt, contract, agreement, Obligation or liability of Contractor incurred inside or outside the scope of this Agreement. In particular, and without limitation, neither LP nor any Provider Shall have any liability on any agreement entered into by Contractor or debt Incurred by Contractor in the name of LP, Provider or otherwise. Under no Circumstance shall either LP or any Provider is liable to the Contractor for Damages incurred by Contractor in the performance of its duties hereunder, ... Including any special, indirect, consequential or exemplary damages of any kind.

10. CONFIDENTIAL INFORMATION. Contractor acknowledges that all information related to The Processing Service, including but not limited to fees, rates, charges, and sales data, operational Procedures, memoranda, sales kits, lists of Merchants and lists of potential Merchants have Been prepared and maintained by LP at significant cost and expense, that such information Represents a method of business operation unique to the business of LP being made available To Contractor pursuant to the terms of this Agreement, and that LP deems such material Confidential and that LP have a proprietary interest therein. Contractor agrees it shall treat all Confidential information as strictly confidential and proprietary to LP, except to the extent that Disclosure thereof is necessary in the fulfillment of Contractor's obligations under this Agreement. All confidential information is and at all times shall be the property of LP, it being Agreed that such information is confidential and that LP has a proprietary interest therein. Contractor agrees that during the term of this Agreement and thereafter, it will not, directly or Indirectly, either individually or as an employee, contractor, partner, shareholder, consultant or In any other capacity, use or disclose, or cause to be used or disclosed, any confidential Information, regardless of whether Contractor may have participated in the development of any Such confidential information, except to the extent that use or disclosure thereof is necessary in Fulfilling Contractor's obligations under this Agreement. The promises made in this paragraph

By Contractor shall be construed independently of any other provisions contained in this Agreement and shall be enforceable in both law and equity, including by temporary restraining

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Orders or preliminary or permanent injunction. This Agreement by Contractor not to use or Disclose shall continue and survive the expiration, termination and/or term of this Agreement.

II. TRADE SECRETS. "Trade Secrets" include but are not limited to, the whole or any Portion or phase of any design, process, procedure, formula, improvement, confidential Business, or financial information, listing of names, addresses, or telephone numbers, or other Information relating to any business or profession which is secret and of value. LP has taken Measures to prevent its Trade Secrets from becoming available to persons other than those Selected by LP to have access thereto for limited purposes. Contractor acknowledges that all Information related to Trade Secrets has been prepared and maintained by LP at significant Cost and expense that such information represents a method of business operation unique to The business of LP being made available to Contractor pursuant to the terms of this Agreement, and that LP deems such material confidential and that LP has a proprietary Interest therein. Contractor agrees it shall treat all Trade Secrets as strictly confidential and Proprietary to LP, except to the extent that disclosure thereof is necessary in the fulfillment of Contractor's obligations under this Agreement. All Trade Secrets are and at all times shall be The property of LP, it being agreed that such information is confidential and that LP has a Proprietary interest therein. Contractor agrees that during the term of this Agreement and Thereafter, they will not, directly or indirectly, either individually or as an employee, contractor, Partner, shareholder, consultant or in any other capacity, use or disclose, or cause to be used Or disclosed, any confidential information, regardless of whether Contractor may have Participated in the development of any such Trade Secret, except to the extent that use or Disclosure thereof is necessary in fulfilling Contractor's obligations under this Agreement. Contractor acknowledges that the restrictions herein are reasonable and necessary in order to Protect legitimate and proprietary interests of LP and that any violation thereof would result in Irreparable injury and damage to LP to such a point that there would be no remedy at law Sufficient to compensate for such. The promises made in this paragraph by Contractor shall be Construed independently of any other provisions contained in this Agreement and shall be Enforceable in both law and equity, including by temporary restraining orders, preliminary and Permanent injunctions. This Agreement by Contractor not to use or disclose Trade Secrets shall Continue and survive the expiration or termination of this Agreement.

12. UNAUTHORIZED MERCHANT ROLLOVER OR ALTERNATE BANK PLACEMENT.

Contractor agrees and acknowledges that to the extent permitted by applicable laws, rules and regulations, all interests in a Merchant or a Merchant's use of the Processing Service, other than the right of Contractor to receive compensation as provided herein, are the sole and exclusive property of and belong to LP, any and all service fees and charges paid to LP by Merchant minus Providers fee, and shall include any and all rebates, refunds or the and increases to rates, fees or service charges business, individual, firm or entity, regardless of the form of such entity Used to conduct business* is considered a Merchant if they are currently, were at one time or, During the term of this agreement and any renewal thereof, become a customer of LP using The Processing Service. If, at any time after a merchant enters into an agreement for the Processing Service through a bank designated by LP, Contractor contacts the Merchant and Solicits, recommends or otherwise suggests in any way -or form that the merchant obtain

Processing Services through another processing bank or service provider, or if as a result of the Efforts of the Contractor a merchant ceases to use the processing bank designated by LP and Commences to use a different processing bank, Contractor agrees to pay to LP as Compensation for such change as liquidated damages the sum of One Thousand Five Hundred

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Dollars (\$1,500.00) per merchant. The parties recognize that it may be difficult to measure the Actual damages suffered by LP as a result of such conduct by Contractor. Therefore, Contractor agrees to pay the aforementioned liquidated damages in lieu of actual damages Caused by Contractor to LP. This provision for liquidated damages in lieu of actual damages Shall not preclude LP from pursuing additional amounts as special, consequential or exemplary Damages. To secure such payment, the Contractor agrees to and hereby assigns to LP any And all rights the Contractor obtains to receive residual income or other payment or Compensation of any kind as a result of the Merchant using the Processing Services of the bank Other than the processing bank designated by LP. Contractor further agrees to provide Written notification of this assignment to the new processing bank and in the event the Contractor fails to do so, Contractor consents to LP providing notification of such assignment To the new processing bank. To protect and perfect their obligation, Contractor waives their Rights to any and all income due or to become due Contractor by LP as a result of marketing And selling the Processing Service. In addition to the foregoing Contractor further pledges any Personal assets, accounts or holdings in their possession or that come into their possession.

13. CONTRACTOR ACKNOWLEDGEMENT. Contractor acknowledges that the restrictions Herein are reasonable and necessary in order to protect legitimate and proprietary interests of LP and that any violation thereof would result in irreparable injury and damage to LP to Such a point that there would be no adequate remedy at law.

14. TERMINATION OF AGREEMENT LP may terminate this Agreement at any time, for Any reason, without written notice to Contractor. In the event of such termination, Contractor Shall be entitled to receive all accrued but unpaid compensation to the effective date of such Termination and shall be entitled to all interests that have vested as of the date of termination. Upon termination, vested residuals will continue to be paid (*unless any / all terms of this agreement have been breached by contractor*) in accordance with appendix A LP Shall be entitled to receive all accrued but unpaid amounts due and owing from Contractor to LP. Upon expiration -or termination of this Agreement, Contractor promptly shall surrender all Items developed by Contractor pursuant to this Agreement and related to the Processing Service. Notwithstanding anything to the contrary contained herein, if Contractor breaches any Representation, warranty or covenant set forth herein or is in default of any section, covenant or Provision of this Agreement LP may terminate this Agreement immediately, without notice. Contractor acknowledges that the requirements herein are reasonable and necessary in order to Protect legitimate and proprietary interests of LP and that any failure to perform thereof Would result in irreparable injury and damage to LP to such a point that there would be no Remedy at law sufficient to compensate for such.

14.1 RETURN OF DOCUMENTATION UPON TERMINATION OR EXPIRATION. Upon the

expiration or termination of this Agreement, Contractor shall immediately surrender to LP all materials provided by LP or developed as a result or product of this Agreement, including all originals, copies and/or duplications of such in any form, and these items shall include but are not limited to: the LP Guidelines, LP Sales Standards and Procedures for Independent Sales representatives, lists of Merchants, lists of Potential Merchants, all files related to Merchants, forms, supplies, manuals, any information in any form that would be considered confidential or a Trade Secret as defined and outlined in this

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Media containing any of the listed items herein along with written assurance From Contractor that those items have been removed from their prior resident Location and no other copies exist and, any property afforded Contractor by LP. Contractor shall further return any materials that contain proprietary or Confidential information or... Trade Secrets IN ANY FORM. If there is any question of, whether materials are confidential, proprietary or. A Trade Secret they SHALL Be considered to be so and returned to LP immediately.

15. WAIVER. The failure of either LP or Contractor to insist, in any one or more instance, Upon performance of the terms or conditions of this Agreement, shall not be construed as a Waiver or a relinquishment of any right granted hereunder or in the further performance of any Such term, covenant or condition.

16. NOTICES. Any and all notices, requests, demands, and other communications which are Required or may be given under or in connection with this Agreement shall be in writing and Shall be deemed given when delivered in person valid notice, if mailed, seventy-two (72) Hours after being deposited in the United States mail, certified or registered, postage and Certification or registry fee prepaid, addressed to the party to whom it is to be given at the Address hereinafter specified. Change of address for notices must be submitted in writing and Delivered as described herein thirty (30) days prior to any such change. The current address For notices is as follow

17. **MISCELLANEOUS.**

17.1 This is the entire agreement (including all exhibits, schedules and appendices Attached hereto and the agreements and note delivered pursuant to this Agreement) between Contractor and LP, with respect to the subject matter Hereof, and supersedes any prior agreement or discussions or correspondence, Oral or written, between Contractor and LP. The schedules, exhibits and Appendices attached hereto and the LP Guidelines are incorporated herein by Reference as if set out in full herein.

17.2 (a) This Agreement and all questions arising in connection herewith shall be Governed by and construed in accordance With the laws of the State of Illinois, And all suits hereunder or in respect hereto by either party shall be instituted in The Illinois courts or in the United States District Court for the District of Illinois And in no other venue or jurisdiction. Contractor HEREBY SUBMITS TO THE

JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ILLINOIS, AND HEREBY CONSENTS TO SERVICE OF PROCESS AT CONTRACTOR'S ADDRESS SET FORTH IN SECTION 16 ABOVE.

(b) Contractor agrees that it, shall be liable for all costs and expenses incurred By LP, including but Not limited to reasonable attorneys' fees, relating to the Enforcement of this Agreement or collection of any amounts due LP pursuant To the terms of this Agreement.

17.3 The section headings contained in this Agreement are for convenient reference Only, and shall not in any way affect the meaning or interpretation of this Agreement.

17.4 In the event that more than one Contractor claims to have recommended a Merchant in connection with this Agreement or similar agreements, LP shall Determine in its sole discretion, which approved Contractor shall receive compensation thereof.

17.5 Nothing contained in this Agreement shall be construed to constitute a joint venture or partnership between or among any persons or entities referred to herein. If any provision of this Agreement is at any time adjudged invalid or unenforceable to any extent by any court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it valid and enforceable and such invalidity or unenforceability shall not affect any other Provision of this Agreement.

17.7 CONTRACTOR ACKNOWLEDGES THAT THIS IS A LEGAL DOCUMENT AFFECTING CONTRACTORS RIGHTS AND OBLIGATIONS. CONTRACTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN ENCOURAGED TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF CONTRACTOR'S CHOOSING PRIOR TO ENTERING INTO THIS AGREEMENT AND THAT CONTRACTOR HAS CONSULTED WITH SUCH COUNSEL TO THE EXTENT IT DESIRES TO DO SO. Contractor acknowledges That they are entering into a legal and binding agreement and are fully aware of all ramifications therein.

17.8 By affixing their signature(s) hereto on behalf of the Contractor, the undersigned individual(s) represent and affirm that they are binding themselves personally and further that Contractor has the power and authority to enter into this Agreement and the execution and delivery of the Agreement and the performance of Contractor's obligations hereunder have been duly authorized by all necessary corporate or company action.

17.9 Contractor represents and affirms that neither the execution or performance of this Agreement by Contractor will conflict with, or result in a breach of, or give rise to a right of termination of, or accelerate the performance required by the terms of any judgment, court order or consent decree, or any agreement, including without limitation, a restrictive covenant or covenant against competition, or other instrument to which Contractor is a party, or constitute a default hereunder.

Date: _____

IN WITNESS WHEREOF, The undersigned have executed this Agreement as of the date first Written above.

CONTRACTOR (Sales Agent)

CONTRACTOR SIGNATURE _____

PRINT NAME _____ PRINT NAME _____

TITLE _____ TITLE _____

Leads Plus LLC

LP APPROVAL _____ LP APPROVAL _____

PRINT NAME _____ PRINT NAME _____

TITLE _____ TITLE _____

APPENDIX A
ATTACHMENT TO MARKETING AGREEMENT

Effective Date January 2026

The following is a statement of the current payment structure for the Contractor program. This program is subject to change at any time without prior notice solely at the discretion of LP and does not change any of the stipulations in the "Marketing Agreement."

Any change in this Appendix will become immediately binding upon the Contractor, their heirs and assigns, any and all representatives that may and will be utilized by Contractor and any other persons that will be involved in the representation of Bank Card Services with Contractor.

LEAD BONUS: \$100.00 PER QUALIFIED PRESENTATION

FREE PLACEMENT: \$150.00 per sale

CRM SOFTWARE PAY AGREEMENT SALE: \$500.00

DIAL BONUS \$100.00 : 500 CLICKS PER DAY- 1 QUALIFIED PRESENTATION

Merchant pay agreement **\$99.95** A- \$500.00

Sales agent(s) are responsible for charge back of their up-front commission(s) in the event a merchant does not activate his terminal within 30 days of placement or the merchant cancels his merchant account within 12 months.

TRAINING COURSE FEE

One-time training fee \$295.00 dollars.

AGREED AND ACCEPTED

DATE: _____

AGENT SIGNATURE _____ LP APPROVAL _____

CHARGEBACKS

Sales Partners are responsible for charge backs on up-front commission(s) in the event [sub agent is no longer active and or sub agent residual is not sufficient enough a merchant does not activate terminal within 30 days of placement or the merchant cancels his merchant account within 12 months.

***LEASE CHARGEBACK AMENDMENT**

Lease Chargeback: If a MERCHANT sold by Sale Agent defaults on FIRST MONTHLY PAYMENT OF LEASE -Sales Agent will be charged back 100% of funding received by Sales Team USA LLC, dba Bankcard Service