

## PAYMALL VENDOR AGREEMENT

THIS DOCUMENT, THE "PAYMALL VENDOR AGREEMENT" (THE "VENDOR AGREEMENT" OR "AGREEMENT") ACCOMPANIES THE "PAYMALL VENDOR APPLICATION" (THE "VENDOR APPLICATION" OR "APPLICATION") AND CONTAINS LEGALLY-BINDING CONTRACTUAL TERMS SET FORTH BELOW WHICH ARE INCORPORATED TOGETHER WITH AND MADE PART OF THE VENDOR APPLICATION. BY ACCEPTING THE TERMS OF THIS AGREEMENT, THE PERSON ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE VENDOR TO THE COVENANTS AND OBLIGATIONS MADE HEREIN AND ON THE VENDOR APPLICATION, INTENDING TO BE LEGALLY BOUND. AS A CONDITION OF ENTERING INTO THIS AGREEMENT WITH YOU, THE VENDOR, PAYMALL WILL RELY ON YOUR REPRESENTATIONS HEREIN AND THEREIN AND PROVIDE SERVICES ON THE FOLLOWING TERMS:

Vendor desires to make use of PayMall's software and/or services to provide goods and/or services to PayMall. PayMall desires to obtain Vendor's goods and/or services for sale to End Users. Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. Definitions

The following terms used in this Agreement and/or on the Vendor Application have the meanings set forth below, unless specifically defined otherwise:

1.01 "Currency Control Laws" means any laws (including any regulations, executive orders or similar administrative actions) concerning the transfers of currency or other form of legal tender (however denominated) between different countries (including but not limited to regulations, sanctions and enforcement proceedings administered or enforced by the United States Office of Foreign Assets Control ("OFAC") and similar laws in the United States and other jurisdictions that may apply to any of Your transactions).

1.02 "Discount" means a portion of the Total Sales Price of each product that PayMall may deduct from the Suggested Retail Price it must pay to You for each product sold by PayMall in a given transaction with an End User.

1.03 "End User(s)" means the person(s) or business(es) that may choose to purchase goods and/or services through Our Site.

1.04 "Export Control Laws" means those laws, rules, and regulations (including any executive orders or similar administrative actions) described in the sections below entitled "Export from the United States"; "Export from Countries Other Than the United States"; and "PayMall Rights Regarding International Transactions."

1.05 "License Right" is a right to install and/or use the tools or services offered via the PayMall Site or as otherwise made available to You by PayMall under this Agreement.

1.06 "Our" or "ours" means things that we own or control, or Our rights or obligations as set forth in this Agreement.

1.07 "Optional Services" are additional optional services You may obtain from PayMall, in some instances for an additional price, which may include: (i) delivery and use of software tools; (ii) reporting and reconciliation services; (iii) payment or currency-specific tools; and (iv) advertisements or other promotions from PayMall or its partners concerning Your goods and/or services.

1.08 "PayMall," "we," "Our" or "Us" means Vision I Properties, LLC, a subsidiary of Vision Bankcard, Inc., a Utah USA company with its principal place of business at 727 N. 1550 E., Suite 475, Orem UT 84097 USA. Vision Bankcard, Inc. may, from time to time, operate and provide services including those provided hereunder in certain jurisdictions worldwide under the registration of additional legal entities, including Vision Bankcard, LTD with respect to operations in the European Union.

1.09 "PayMall site" or "Our site" means Our internet web site, found at

www.paymall.com (or such other web address(es) as may be designated by PayMall from time to time), through which PayMall will be the seller and merchant of record for sales of goods and/or services, including those that PayMall purchases from You, to End Users. The PayMall Site may also be used to provide some or all of the Optional Services to You.

1.10 "Software" is/are the software program(s), web service(s), and attached data that are associated with any particular service that may be provided to you by PayMall hereunder.

1.11 "Suggested Retail Price" means the price that You input into the PayMall system as the recommended selling price of a product.

1.12 "Total Sales Price" means the price paid by an End User (less any discounts or coupons applied to the purchase) for a completed purchase, including any applicable taxes or shipping charges, but excluding any fees charged by PayMall to the Vendor as part of the purchase.

1.13 "You" or the "Vendor" means You, which is the person or business that is listed as the Vendor on the Vendor Application.

1.14 "Your" or "Yours" means things that You own or control, both tangible and intangible (such as intellectual property) or your rights or obligations as set forth in this Agreement.

1.15 "Your Site(s)" means one or more internet web sites You operate or control for the purpose of soliciting sales of Your goods and/or services, and which will provide links to the PayMall Site for End Users to select items for purchase from PayMall.

## 2. Legal Relationship

You are a vendor client of PayMall. You sell Your products to PayMall for resale by PayMall. You acknowledge and agree that PayMall is authorized by You to resell such products and that PayMall is the seller and merchant of record for sales of such products to End Users. As described in more detail below, You will perform certain actions on Our behalf, including operating Your Site(s) to promote the sales of Your products and solicit potential End User orders. If necessary, You agree to cooperate with PayMall in delivering the products to the End User. When an order is placed through PayMall by an End User, You agree to immediately sell the applicable product(s) to PayMall on sale and refund terms set forth below, in exchange for the payments determined under the Payment Terms described below, and in accordance with the terms and conditions of this Agreement and the Vendor Application.

## 3. Services

From time to time You will be able to indicate which of PayMall's Optional Services (if any) You wish to obtain. PayMall may amend or change the Optional Services PayMall provides at any time and from time to time, and those changes will be effective for any transactions that take place after the date of any such change. PayMall will provide limited technical support to You regarding the use of Our Site and the Software, including by way of example but not by way of obligation, its payment processing tools, and other services You have purchased from PayMall. PayMall does not provide help-desk or other forms of technical support with respect to Your Site or other elements of your business, except as specifically set forth in this Agreement. No warranty of merchantability or fitness for a particular purpose is made, either express or implied.

3.1 Export Control. You assume all liability with respect to and are responsible for complying with, on Our behalf, any applicable Export Control Laws. Your failure to comply with any applicable Export Control Laws with respect to any particular order is a violation of this Agreement and is cause for PayMall's termination of this Agreement with You. You are solely responsible for understanding and complying with applicable restrictions on the provision of your goods and/or services to End Users and in any event you MUST NOT PROVIDE YOUR GOODS OR SERVICES (1) into (or to a

national or resident of) Cuba, Iran, Iraq, Libya, North Korea, or Syria or any other country to which the United States has embargoed goods; or (2) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. In the event of an order placed by an End User that, if fulfilled by You, would result in a violation of applicable Export Control Laws, You should not ship the goods or provide the services, as the case may be, and you must promptly notify PayMall of the prospective violation. You will indemnify and hold PayMall harmless from and against any damages, expenses, and losses we suffer based on Your breach of this section. PayMall shall have no obligation to pay You with respect to any order for goods or services shipped or provided by You in violation of Export Control Laws, nor shall PayMall have any obligation hereunder to provide prior notice or legal counsel to you with respect to the applicability of any local, national, or international law(s).

#### 4. Resale and License Rights

You hereby grant to PayMall an irrevocable, worldwide right to display, market, copy, store, reference, sell and distribute to others Your goods and services, including those products found on Your Site, as described in this Agreement.

4.1 Intellectual Property. Each party to this Agreement retains all rights in and to its own intellectual property and no express or implied license to make use of such intellectual property is conveyed hereby; PROVIDED THAT Vendor grants to PayMall the right to display, copy, store, reference, and otherwise make use of Vendor's trade names, trade marks, service marks, logos, branding elements, and other identifying intellectual property in order to give effect to fulfilling its obligations under this Agreement; and Vendor's use of PayMall's intellectual property shall insure solely to PayMall's benefit and PayMall may, at any time, require Vendor to cease or alter the use of PayMall's intellectual property in any form upon written notice from PayMall thereof.

4.2 End User License Agreements. In the event that any End User effectuates a purchase of Your goods or services hereunder that requires the End User to enter into any license agreement with You, such agreement shall not create any liability, responsibility, or obligation for or on the part of PayMall with respect to either party, without regard to whether such goods or services are first purchased from PayMall by the End User. Without PayMall's express written consent, no such license agreement shall reference PayMall or contradict any provision of this Agreement. Nothing in this Agreement shall be construed to create any third-party right or benefit whatsoever.

#### 5. Resale of License Goods or Services

When PayMall sells any of your products provided under this Agreement, PayMall will be the seller and merchant of record to the End User. With respect to each such sale or refund of a sale amount, PayMall shall retain from the Total Sales Price the Discount Rate, the Authorization Request Fee, and/or the Refund fee as each is set forth on the Vendor Application and amended from time to time. All amounts which PayMall owes You related to its purchase and resale of a product shall be maintained in accounts controlled by PayMall from which PayMall will pay You as described below. Additional fees, including but not limited to Monthly Fees, Funding Transfer Fees, Funding Reject Fees, and Chargeback/Retrieval Fees (as each is set forth on the Vendor Application and amended from time to time) may also be deducted from the amounts PayMall owes You related to its purchase and resale of a product.

5.1 Optional Services. If You purchase Optional Services from PayMall that require payment of additional fees, those fees will be presented prior to Your purchase and must be accepted by You in order to be activated. Fees charged to You by PayMall for Optional Services will be deducted from amounts owed to You for sales to PayMall hereunder, or charged directly to You, at PayMall's sole discretion.

5.2 Taxes. To the extent that You are required by law to do so, You are solely responsible to collect and remit to the proper authorities any sales tax, value-added tax (VAT), goods and service tax (GST) or similar tax or other government fees (collectively "Sales Taxes") that pertain to your sale of goods and

services to any party, including any sale of such to PayMall under this Agreement. PayMall has no obligation to collect and/or remit any Sales Taxes to any party or government authority on your behalf. In the event that PayMall, at its sole discretion, pays Sales Taxes in any amount related to its purchase and resale of product(s) arising out of any term of this Agreement, you authorize Us to deduct such amount from any amount owed to You at any time hereunder, or charge You directly, at PayMall's sole discretion, for and as reimbursement.

5.3 Refunds/Chargebacks. If we process any refunds to End Users who have purchased your products from us, we will deduct the amount of the refund from your account, or charge You directly, at PayMall's sole discretion. Normally, PayMall will only provide a refund to an End User upon receipt of Your instruction to do so. However, if You do not respond within two (2) business days to a refund request PayMall has received from an End User and forwarded to You for response (including any request to provide further information regarding details related to the transaction), or if a credit card processor charges back to PayMall an amount against a sale of Your products or services (which they may do for any reason allowable under the applicable credit card processor's regulations including fraud, consumer complaint or government order), or if PayMall, in its sole discretion, determines that the performance of an immediate refund is necessary, PayMall may choose to perform the refund and deduct the amount of the chargeback or refund from Your account, or charge You directly, at PayMall's sole discretion, without Your explicit instructions. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WITH RESPECT TO ANY CHARGEBACK OR REFUND REQUEST, AT ITS SOLE AND ABSOLUTE DISCRETION, PAYMALL RETAINS THE RIGHT TO PERFORM A FULL OR PARTIAL REFUND OF ANY SALES AMOUNT TO A PURCHASER OF ANY OF YOUR GOODS OR SERVICES AND TO DEDUCT, OFFSET, CHARGE, TO YOUR OR SEEK REIMBURSEMENT FROM YOU WITH RESPECT TO SUCH AMOUNT. Vendor will be responsible for paying any Discount Rates, Authorization Request Fees, Refund Fees, and Chargeback/Retrieval Fees (as set forth on the Vendor Application and amended from time to time) and PayMall may deduct, offset or charge such fees to Your account with PayMall, or seek reimbursement from You for the same. You agree that You will not provide, offer, or advertise a "lifetime warranty," "lifetime guarantee," or any other guarantee for a period of more than one-hundred eighty (180) days without the express written consent of PayMall.

5.4 Payment Terms. We will pay you for amounts owed to you related to PayMall's purchase and resale of a product, less applicable fees and charges as set forth herein and on the Vendor Application, subject to the following at all times:

(i) The amounts owed to You by PayMall related to its purchase and resale of a product will be paid to You in accordance with the merchant payment schedule that PayMall shall establish, which may be amended from time to time. Terms of payment to You may vary by transaction according to various performance factors including, but not limited to, minimum payment amounts, risk-related criteria, and bank operations and restrictions.

(ii) Payment options available for funding Your account include, but are not limited to, ACH, BACS, International wire transfer and Check/Bank Draft. Fees applicable for making payment to You are set forth on the Pricing Schedule section of the Vendor Application and are subject to change at any time.

(iii) We may amend our Pricing Schedule, or any non-scheduled fees, at any time. We will provide You with at least 30 days notice prior to instituting any material change(s) to the terms set forth in the Pricing Schedule.

5.5 Limitations on Services. At any time and from time to time PayMall may impose certain limitations on Your account including, but not limited to, restrictions on the aggregate amount of sales that are purchased for resale by PayMall during any time period and the maximum sale amount of orders purchased for resale by PayMall. PayMall shall not be liable for any losses, expenses, or damages You incur, including claims for lost profits, resulting from or related to PayMall's imposition of such limitations.

5.6 Settlement and Payments. Vision Bankcard LTD may use third parties for the purpose of payment of the Remittances to the Vendor. Vision Bankcard LTD shall notify the Vendor of the identity of such third parties from time to time. In any event, whether or not Vision Bankcard LTD notifies the Vendor of the identity of such third parties, all payments to Vendor's account by third parties on behalf of Vision Bankcard LTD shall be deemed payment by Vision Bankcard LTD itself, for all intents and purposes.

## 6. Representations and Warranties

You make the following promises, representations and warranties to Us, agreeing and acknowledging that such are material inducements upon which we rely and will rely in providing Our services to You hereunder:

6.1. You have the right to sell Your goods and services to Us for purposes of resale through Our Site. If we distribute Your goods or services following the resale thereof, You have the right to permit Us to do such services and to otherwise provide the Services to/for You. You warrant that Our sale of Your goods and/or services will not infringe, violate or misuse the intellectual property rights of another individual or entity. You warrant that the above warranties and promises are valid and applicable with respect to the sale and distribution of your goods and services to End Users throughout the world. You affirmatively covenant to notify us immediately with respect to any change or limitation affecting Your right to sell or our right to resell your goods and/or services in any jurisdiction worldwide.

6.2. You have the right to enter into this Agreement. You are of legal age and otherwise competent to be contractually bound to this Agreement. If You are a corporation or other licensed or registered form of business entity, you represent that such business entity is validly organized and in good standing in the jurisdiction set forth on the Vendor Agreement. You affirm that the person who has signed and executed the Vendor Application and Agreement is authorized to bind You to this Agreement, or by accepting Our services You ratify that person's binding of You to the terms of this Agreement. YOU FURTHER AGREE THAT THE PERSON SIGNING AND EXECUTING THE VENDOR APPLICATION AND AGREEMENT is also personally responsible for any and all activity performed or originated through or by means of Your account with PayMall under this Agreement, to the extent permitted by applicable law.

6.3. Your goods and/or services, including all content contained therein, is/are not libelous, do/does not slander others, does not contain obscene or restricted pornographic material, is not illegal to use, nor does it contain devices which are intended to be used to perform illegal activities (such as, but not limited to, tools, devices, or software used to defeat data encryption devices or perform other malicious activity to electronic or computer systems), nor is it designed as a tool for processing e-mail for mass mailing ("spamming" tools). You agree that we may, in Our sole discretion, decline to sell or offer for sale any of Your products or services at any time, for any reason or no reason, and upon 3 days notice to You, You will remove any such products or services from Your Site at our instruction.

6.4. All of the information You have supplied on the Vendor Application, or may be requested to supply to Us at any time during the term of this Agreement, is true and correct to the best of your knowledge. You agree that You will update and keep current all such information, including your personal contact information and banking deposit and credit card information upon which we will rely to communicate with You, make payments to You, and assess fees and charges to Your account in accordance with the Pricing Schedule and this Agreement.

6.5. In any place that You promote the sale of Your goods or services or where You provide End Users with a hyperlink or other means to reach Our Site (whether on a Web site, e-mail, on paper or any other means), You will not display inaccurate or misleading information, including any information relating to the quality, authenticity, or fitness for a particular purpose of your goods or services.

6.6. You agree to inform Us immediately in the event that You ever have reason to believe that any of these promises, representations and warranties are not true, now

or at any time during the term of this Agreement, or such future time beyond the term of this Agreement as may be applicable.

## 7. Control of Sales and Distribution of Sold Goods/Services

7.1 Discontinuation of Sales. Although we will generally try to give You advance notice, You acknowledge that we can, at any time without advance notice and for any reason, determine that we do not wish to sell any or all of Your goods or services. If we determine that the sale of Your product(s) into any particular place will cause Us to violate any tax laws, Export Control Laws or Currency Control Laws, and if the cost or burden of remedying such violation will, in our sole discretion, cost Us an unreasonable amount of time, effort, or money, we may choose to refuse to make sales to End Users in those locations. Federal agencies have also banned or regulated trade between U.S. persons with certain organizations, businesses and persons and we will make commercially reasonable efforts to prevent You from selling Your goods or services in violation thereof. We are under no legal obligation to advise you of any laws or restrictions on the sale of your goods or services or our discontinuation or refusal of the sale or resale thereof. We retain the absolute right, but not the obligation, to refuse to engage in any sales transaction without prior notice to You.

7.2 Fraudulent or Criminal Transactions. We are not obligated to pay You any amounts for transactions that are connected with any activities that are deemed to be fraudulent or criminal. The existence or possibility of fraud or criminal activity with respect to any transaction will be determined by us, in our reasonable discretion, and we may make any inquiries and investigations we deem appropriate, including inquiries regarding Your identity, credit profile, criminal background, domicile, or other relevant information useful for exercising our rights under this Agreement.

7.3 Privacy Policy. Our Site has a privacy policy posted at <http://www.paymall.com/privacypolicy.htm> setting forth the manner in which we may store, use and disclose personal information. You agree to the terms of that privacy policy, as it applies to You and Your goods and/or services, as it is now issued and as it may be amended in the future from time to time. You agree that You offer your goods and/or services for sale in accordance with and will not do anything to contravene Our privacy policy, and its application to Our business with the End Users, and You agree that we retain the sole control and determination of the terms and enforcement of our privacy policy.

7.4 Display of Certain Policies/Terms. We have and retain the right to permanently display information including, but not limited to, Our privacy policy, Our logo, Our contact information, and other such relevant legal notices and disclaimers on Your Site, such as on product pages and checkout pages, including any web pages displaying Your goods and/or services. We may also require You to include information in post-purchase notices and communications (including any thank-you page notices, confirmation pages with order details, confirmation e-mails, and any pages following the actual submission for order processing) such as, but not limited to, the following: (1) the disclosure and identity of any party to the transaction; (2) cross-selling marketing items pertaining to Our Site (without regard to whether such items refer to Your goods or services); (3) up-sells and other marketing opportunities offered by third-party advertisers. You grant to Us and any such third-party advertiser a right and license to use Your Site URL and Your name, trademarks and logos in connection with such marketing, both (a) during the period that such marketing opportunities are offered on the post-purchase pages and (b) up to 30 days thereafter.

7.5 Email/Direct Marketing. You may not use unsolicited commercial e-mail or direct outbound marketing to promote Your goods or services or to identify Us or Our Site, if such e-mail or marketing violates any applicable laws or regulations or creates any undue burden of capacity or usage upon Our Site or Our computer systems. You must comply with any legal obligations to provide proper labeling and content within Your marketing materials including e-mails, and to provide opt-in or opt-out

capabilities to recipients and comply with any such requests. Any advertising or other marketing materials that mention PayMall or Our Site, or which contain hyperlinks to Our Site, must be in compliance with all laws concerning advertising and marketing for the territories to which You deliver those materials. You are responsible for compliance with all of the above, whether You provide the emails or advertisements on Your own or use the services of a third party. If we incur or become subject to any fines, penalties, costs (including attorney fees) or expenses, including Our own internal expenses, because of Your non-compliance with the above, You agree to reimburse Us for any of those amounts upon Our demand.

7.6 Use and Ownership of End User Data. Because We are the seller of Your product(s) to the End User, we are the party with whom the End User is transacting business. As such, an End User may provide its personally identifiable information to Us. To the extent permitted under applicable laws and not otherwise in violation of our privacy policy or prohibited by an End User's request to Us, End User information resulting from a transaction, except for restricted credit card data, may be shared by Us with You. You agree that You will only use End User information in compliance with Our privacy policy and all applicable laws and regulations, including by way of example but not limitation, the credit card association regulations concerning PCI/DSS and the U.S. CAN Spam Act of 2003 15 U.S.C. 701-7713 (2003). You expressly agree and acknowledge that we own and retain all rights to the End User data provided by End Users to Us in relation to any sales transaction and that such information as is provided to You is only provided for the limited purposes set forth hereunder.

7.7 Service Level Commitment. We provide Our reseller services to You on an AS IS basis and make no promises as to the percentage of up-time or system availability, or that Our Site will operate without error. WE MAKE NO WARRANTIES CONCERNING THE QUALITY OF OUR RESELLER SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. You agree that Your sole remedy for any breach of this Agreement by Us is for You to terminate this Agreement.

#### 8. Indemnification and Limitation of Liability

You agree to indemnify and hold harmless PayMall, its parents, subsidiaries and/or affiliates, together with their officers, employees, directors, successors and assigns, as such, from and against any liabilities, claims, actions, suits, proceedings, judgments, losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from any claim (the "Indemnified Claims") that are made by a third party, including any End User relating to your goods or services. UNDER NO CIRCUMSTANCES SHALL PAYMALL'S TOTAL LIABILITY UNDER THIS AGREEMENT OR ARISING OUT OF OUR RELATIONSHIP WITH YOU UNDER THIS AGREEMENT, REGARDLESS OF HOW THE LIABILITY ARISES, EXCEED THE NET AMOUNT REALIZED BY US FROM YOU HEREUNDER. PAYMALL SHALL NOT HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY DAMAGES RELATING TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE.

#### 9. Term and Termination

This Agreement is effective beginning on the date the Vendor Application is approved by PayMall and will last until PayMall terminates the agreement, or Vendor gives at least 30 days prior written notice to PayMall that the Agreement should terminate. PayMall may terminate this Agreement at any time for any reason, or for no reason, without obligation to give You prior written notice. Subject to the 30 day prior notice to terminate stated above, neither You nor we are obligated to continue under this Agreement for any period of time, and You should not rely upon past performance to determine whether or not we will continue to distribute Your goods or services for any period of time.

9.1 Effect of Termination. Once this Agreement has been terminated without any renewals or amendments per the amendment terms below:

(i) You will immediately remove any reference to Our name or any hyperlinks to Our Site that deal with the sale or distribution of your goods or services.

(ii) We will promptly halt any sale of your goods or services, provided that, subject to the terms of this Agreement, we will effectuate the completion of any transaction that was pending or unfulfilled as of the time of the termination of this Agreement.

(iii) We will continue to make payments to You pertaining to your account with PayMall, subject to the payment terms herein, until the time that your account has reached a zero balance. Our rights to deduct amount(s) from Your account to satisfy chargeback and refund requests, as described above, survive past the termination date of the Agreement. Your obligation to pay us for any shortfall in your account survives the termination of the Agreement.

(iv) We may hold-back funds and charge against those funds any amounts which we are entitled to charge under this Agreement.

(v) You will continue to be responsible for any liability that might arise out of your sales transactions, including fraudulent transactions, any infringement of intellectual property rights, and any other violation of law that may have occurred as a result of your product(s) being distributed via Our Site. We are entitled to set off against any funds we may be holding any amount needed to reimburse Us for those costs or expenses of defending against any claims against Us related to Your breach of any promise to Us in this Agreement, including an amount to pay any reasonable attorneys' fees we incur associated with any such claims.

## 10. Miscellaneous

10.1 Electronic Signatures. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICES PROVIDED BY PAYMALL. Further, You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. Notwithstanding the above, an original signature may also be used to execute this Agreement and the accompanying Vendor Application.

10.2 Assignment. You may not assign this Agreement, or any of Your rights under this Agreement, without Our prior written consent. Any attempt to assign in violation of the preceding shall, at Our option, render this Agreement null and void. However, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

10.3 No Exclusivity. Neither You nor We are obligated to deal exclusively with the other, and You may use other means or companies to distribute Your products, and We may distribute products provided by others that may be similar to or competitive with Yours.

10.4 Force Majeure. We are relieved of any obligation to perform under this Agreement if we are unable to perform as a result of natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or other reasons or conditions beyond our reasonable control.

10.5 Notices. If You are obligated under this Agreement to provide information to Us or You wish to give Us legal notice of any kind, You must do so in writing and deliver it by certified mail, postage pre-paid and return receipt requested OR by nationally recognized overnight courier which provides a written proof of delivery, to one of the following addresses:

PayMall - USA Offices  
Attn: General Counsel  
727 N. 1550 E.



Suite 475  
Orem, UT 84097  
USA

PayMall - UK Offices  
Attn: General Counsel  
7 Petworth Road  
Haslemere, Surrey  
GU27 2JB  
United Kingdom

If we are obligated under this Agreement to provide information to You or We wish to give You legal notice of any kind, we may do so by use of any of the addresses You provided to us on the Vendor Application or within your account settings with us, via postal mail, e-mail, or posts within the pages of any PayMall user interfaces to which You have access.

10.6 Modifications/Amendments. PayMall reserves the right to amend or modify this contract or any portion of this contract at any time. In the event of an amendment or modification, You will be notified in accordance with the Notices section above. If You are opposed to the amendment/modification, You may terminate this Agreement in accordance with the termination procedures hereof. If You do not terminate the agreement within 30 days after we send notice of the amendments/modifications to You, You will be deemed to have accepted the new amended/modified terms as incorporated therein and such terms shall govern the relationship between You and PayMall. PayMall's waiver of any provision of this Agreement shall not be effective unless made in writing and its failure to enforce any provision shall not be construed as an instance of waiver or of continuing waiver of a breach of the provision or PayMall's right to seek remedy related thereto.

10.7 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Utah, United States of America. Each party hereto expressly submits to the authority of the courts of Utah County, State of Utah, United States of America, without the right to any claim of lack of personal jurisdiction or forum non conveniens. The parties specifically disclaim application of the United Nations Convention on the International Sale of Goods.

10.8 Dispute Resolution. If there are any disputes or conflicts related to or arising out of this Agreement, You and We shall use reasonable means to resolve the conflict prior to filing any lawsuit or other litigation, including negotiation between management personnel capable of resolving the conflicts. You and We agree that prior to the institution of any lawsuit against the other party, a disputing party must first complete an arbitration action under the rules of the American Arbitration Association, with such arbitration to be undertaken in Utah County, Utah, USA by and before a registered AAA arbitration panel composed of three (3) arbiters, with one (1) arbiter being chosen by each party to the dispute and the third arbiter being chosen by the consent of the arbiters selected by each party. With respect to any dispute under this Agreement, whether by arbitration or legal proceeding, each party shall bear its own costs and expenses, including travel expenses, costs of production, and attorneys'/arbiters' fees and costs.

10.9 Entire Agreement. This Agreement sets forth the entire understanding between You and PayMall concerning the subject matter hereof, and any prior understandings, or understandings that are not expressly contained in this Agreement, shall have no effect as of the date this Agreement is effective. PayMall expressly disclaims any responsibility or liability relating to the prior claims, whether written or verbal, made by any party that is not a signing party to this Agreement.

10.10 Relationship. The provisions of this Agreement shall not in any respect whatsoever be deemed to create a partnership, joint venture, or other business combination between You and Us. Neither You nor We shall be obligated by any agreement, representation or warranty made by the other, nor shall You or We be obligated for damages to any person or organization for personal injuries, property

damage, consumer harm, or other damages directly or indirectly arising out of the conduct of the other party's business or caused by the other party's negligence, willful act, or failure to act. This Agreement creates no rights for any third-party beneficiaries.

10.11 Severability. In the event that any portion of this Agreement shall be held to be invalid, the same shall be modified to the minimum extent necessary to give effect to the meaning and purpose of this Agreement, and such modification shall not affect the validity of the remainder of this Agreement.

10.12 Survival. The provisions of this Agreement which, by their terms, require performance after the termination of this Agreement, or have reasonable application to events that may occur after the termination of this Agreement, shall survive the termination of this Agreement.

10.13 Headings. This Agreement is written with titles and headings intended to provide a greater understanding of the terms of the Agreement. However, the titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or impose any construction or meaning on any of the provisions of this Agreement.

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