



BRETTON
CAPITAL

INDEPENDENT SALES
ORGANIZATION AGREEMENT

ISO APPROVAL REQUIREMENTS

- Completed and signed copy of the attached ISO agreement
- Completed W9
- Copy of driver license
- Copy of corporate voided check. Must have ISO corporate name on the check

INVOICE PROCESSING REQUIREMENTS

- Invoice letterhead must match the ISO documents, EIN number must be on the invoice and match W9 on file

This Independent Sales Organization Agreement (“Agreement”) is made effective as of the date on the signature page hereto, by and between Bretton Capital LLC, a New York limited liability company, located at 2392 Nostrand Avenue, Brooklyn, NY 11210 “Bretton Capital”) and the entity and/or individual whose name and address are set forth below on the signature page for this Agreement (the “Independent Sales Organization”).

RECITALS

WHEREAS, Bretton Capital through its subsidiaries and/or affiliates is in the business of purchasing from merchants (“Merchants”) percentages of future credit card, debit card, bank card and/or other charge card receivables and ordinary course of business receivables (collectively “Receipts”) due and to be payable to the Merchants (the “Bretton Capital Program”); and

WHEREAS, the Bretton Capital Program permits Merchants to sell to Bretton Capital or its subsidiaries an agreed upon portion of the Merchants’ future Receipts at a discount; and

WHEREAS, Independent Sales Organization wishes to promote the Bretton Capital Program, assist with its implementation and refer potential Merchants to Bretton Capital that may wish to participate in the Bretton Capital Program, all subject to the terms hereof; and

WHEREAS, Bretton Capital wishes to engage Independent Sales Organization to assist in marketing and referring to Bretton Capital or its subsidiaries Merchants that may wish to participate in the Bretton Capital program.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION ONE

1.1 APPOINTMENT

Subject to the terms and conditions of this Agreement, Bretton Capital hereby appoints Independent Sales Organization as a non-exclusive marketer of the Bretton Capital Program. In connection with such appointment, Bretton Capital grants Independent Sales Organization a non-exclusive and non-transferable right to market, solicit and assist interested Merchants in completing and submitting applications to Bretton Capital. Independent Sales Organization shall identify prospective Merchants that meet Bretton Capital's criteria as set forth in this Agreement and Bretton Capital's general policies and procedures. Independent Sales Organization will obtain all information and documentation required by Bretton Capital. Independent Sales Organization shall promptly provide Bretton Capital with the current address of each of its offices and the offices of its agents.

1.2 IC AGENTS.

Independent Sales Organization may engage independent agents ("IC Agents") to perform Independent Sales Organization services under this Agreement. All such IC Agents must meet the same criteria and requirements of the Independent Sales Organization under this Agreement. Any IC Agents shall be bound to all the same limitations and be subject to the same obligations as the Independent Sales Organization under this Agreement. The IC Agents shall have no independent relationship with Bretton Capital. All compensation payments, taxes, fees or other obligations arising from the IC Agents shall be the sole responsibility of Independent Sales Organization. Independent Sales Organization shall remain responsible for all conduct of the IC Agents including any violation of this Agreement by an IC Agent. Independent Sales Organization may not assign any of its rights under this Agreement, including any right to payment to an IC Agent.

1.3 APPROVAL OF MERCHANTS.

Independent Sales Organization acknowledges that all Merchants' participation in the Bretton Capital Program are subject to Bretton Capital's approval which may be withheld in Bretton Capital's sole and absolute discretion. Merchants will be able to participate in the Bretton Capital Program effective only upon such approval. Therefore, Independent Sales Organization will not make any promise to or create any impression with a prospective Merchant that it will be approved prior to review and written approval by Bretton Capital. Further, Independent Sales Organization acknowledges that all aspects of the Bretton Capital Program are subject to the management and approval of Bretton Capital and Independent Sales Organization shall make no representations to the contrary.

1.4 BRETTON CAPITAL PROGRAM AGREEMENT.

Bretton Capital or Independent Sales Organization will provide Merchant an online or written application and/or agreement that will govern the relationship between the Merchants and Bretton

Capital regarding the Bretton Capital Program (“Merchant Agreement”). Independent Sales Organization shall use only the form of Merchant Agreement that has been approved and provided by Bretton Capital. Independent Sales Organization shall not make any changes or modifications to any Merchant Agreement without the prior written consent of Bretton Capital. Bretton Capital reserves the right to amend or change in any manner without the approval of or notice to the Independent Sales Organization the terms of the Program or the Merchant Agreement, including changes to fees due from Merchants.

1.5 ACCEPTABLE MERCHANTS.

Independent Sales Organization shall market the Bretton Capital Program only to bona fide and lawful businesses and in accordance with Bretton Capital’s policies, procedures and standards and this Agreement. Independent Sales Organization shall promptly notify Bretton Capital in writing of any adverse information that Independent Sales Organization receives, or becomes aware of, relating to a Merchant, including information regarding a Merchant’s financial condition or any other information relating to Merchant that would have a material effect on Merchant’s ability to conform to the terms of its agreements or meet Bretton Capital’s underwriting requirements or comply with the Merchant Agreement.

1.6 INDEPENDENT CONTRACTOR.

The relationship of Bretton Capital and Independent Sales Organization is that of independent contractor engaged in the operation of their own respective businesses. Neither Independent Sales Organization nor Independent Sales Organization’s IC Agents, employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Bretton Capital, nor do they have any authority to bind Bretton Capital by contract or otherwise to any obligation. They will at no time make any representation to the contrary; either expressly, implicitly, by appearance or otherwise.

1.7 INDEPENDENT SALES ORGANIZATION COVENANTS.

(a) Independent Sales Organization will and will cause its IC Agents to:

- (i) conduct its business in a manner that reflects favorably at all times on the Bretton Capital Program and the good name, goodwill and reputation of Bretton Capital;
- (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to Bretton Capital, the Bretton Capital Program, Merchants or the public;
- (iii) make no false or misleading representations with regard to Bretton Capital or the Bretton Capital Program;
- (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to Bretton Capital or the Bretton Capital Program; and
- (v) make no representation, warranties or guarantees to Merchants with respect to the specifications, features or capabilities of the Bretton Capital Program that are inconsistent with the terms and conditions of the Bretton Capital Program.

(b) Under no circumstances shall Independent Sales Organization hold out that it has any right to accept or decline a Merchant application for a Merchant Agreement nor shall it hold out or represent to any person that it has the right to:

- (i) modify in any way or accept any Merchant Agreement;
- (ii) include a Merchant in the Program; or

(iii) bind Bretton Capital legally or otherwise. No agreement made by or through Independent Sales Organization, any IC Agent or their affiliates shall be legally or otherwise binding on Bretton Capital until accepted in writing by a duly authorized officer of Bretton Capital. Independent Sales Organization shall be solely responsible for all expenses incurred by Independent Sales Organization in performance of services hereunder including, but not limited to, expenses related to any Independent Sales Organization, employees, agents and consultants.

(c) Independent Sales Organization and its IC Agents, employees, consultants, contractors or agents shall inform all Merchants of its status as an Independent Sales Organization and inability to bind Bretton Capital in any manner.

SECTION TWO

2.1 OWNERSHIP OF MERCHANT AGREEMENTS AND THE MERCHANT PROGRAM.

Independent Sales Organization acknowledges and agrees that it will have no equity interest, ownership, or other rights in any Merchant Agreement or in the Bretton Capital Program. Independent Sales Organization acknowledges and agrees that all Merchant Agreements, Merchant records, documentation, and the information contained therein are the property of and are owned by Bretton Capital.

SECTION THREE

3.1 FEES.

3.1.1 During any period in which this Agreement remains in full force and effect, compensation to Independent Sales Organization will be paid as per the schedule A.

3.1.2 Compensation shall be paid in respect of each Merchant referred to Bretton Capital by Independent Sales Organization only, and with which Merchant has entered into a Merchant Agreement in a form prescribed by Bretton Capital as a direct result of the referral by Independent Sales Organization. Payments shall be disbursed seven (7) business days following receipt by Bretton Capital of payment from or on behalf of Merchant.

3.1.3 If a Merchant is referred to Bretton Capital by Independent Sales Organization the Independent Sales Organization shall have an exclusive right to the Merchant for 7 calendar days. If the Merchant does not execute a Merchant Agreement with Bretton Capital within 14 calendar days of such referral, then the Independent Sales Organization forfeits its rights to be compensated in connection with that Merchant if another Independent Sales Organization applies for the Merchant.

3.1.4 If the Independent Sales Organization does not cause the Merchant to execute the Merchant Agreement with Bretton Capital within 7 days of a referral, the Independent Sales Organization forfeits its right to be compensated in connection with that Merchant. The Independent Sales Organization may resubmit the referral if the Merchant has not executed a Merchant Agreement with Bretton Capital. Bretton Capital may at its sole discretion reject any resubmission of a referral.

3.1.5 If a Merchant referred by Independent Sales Organization defaults under its Merchant Agreement within the first 30 calendar days after funding, the Independent Sales Organization shall immediately return to Bretton Capital the One-Time Lump Sum Compensation (as defined in Schedule A) paid to Independent Sales Organization with respect to such Merchant (and, if Independent Sales Organization fails to do so, then without limiting Independent Sales Organization's obligation to represents such amounts or any other rights of Bretton Capital, Bretton Capital may set off the amount of such One-Time Lump Sum Compensation against other amounts due to Independent Sales Organization hereunder or any other agreement). In the event that a Merchant terminates or is in default of its obligations under a Merchant Agreement, no Ongoing Compensation shall be paid in respect of such Merchant.

3.1.6 Independent Sales Organization shall have thirty (30) days from the receipt of any compensation to notify Bretton Capital in writing of any errors in payment of compensation. If Independent Sales Organization does not notify Bretton Capital within the thirty (30) day time period, Independent Sales Organization shall be deemed to have accepted without question such compensation payment and may not in the future contest the amount it was paid or seek reimbursement for any discrepancies. Upon receipt of written notice, Bretton Capital shall have thirty (30) days to correct any errors.

3.1.7 Independent Sales Organization is entitled to charge additional fees to a Merchant provided that all such additional fees (a) are disclosed to such Merchant and (b) do not exceed five percent (5%) of the purchase price on the individual Merchant Agreement. In the event that the Independent Sales Organization charges more than 5% of the purchase price Bretton Capital shall have the right to withhold the full compensation payment for that deal.

3.2 REFINANCE PAYMENTS.

Independent Sales Organization shall be entitled to Compensation in accordance with Section 3.1 if (a) Merchant referred by Independent Sales Organization enters into a new Merchant Agreement within thirty (30) days of the completion of its previous Merchant Agreement (b) Merchant referred by Independent Sales Organization enters into a new Merchant Agreement prior to the completion of the current Merchant Agreement.

3.3 OFFSET RIGHTS, SECURITY INTERESTS.

Bretton Capital shall have the right of offset against any funds credited to or owing from Bretton Capital to Independent Sales Organization for any obligation of Independent Sales Organization to Bretton Capital, including, without limitation, obligations of Independent Sales Organization under this Agreement. This right of offset may be exercised by Bretton Capital at any time and without notice to Independent Sales Organization whether or not the obligations of Independent Sales Organization to Bretton Capital are then due. In the event Independent Sales Organization has been paid fees in connection with which, for any reason, a payment made to Bretton Capital is refunded, returned, offset, or deemed refunded, returned or offset and in connection with Merchant has received compensation, then such compensation must be promptly returned to Bretton Capital.

SECTION FOUR

4.1 TERM.

The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first set forth below on the Signature Page unless terminated earlier pursuant to the terms 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.

4.2 TERMINATION.

(a) Bretton Capital shall have the right to terminate this Agreement at any time for Cause, which termination shall be effective immediately. For purposes of this Agreement, “Cause” means (i) an intentional act of fraud, embezzlement, theft or any other material violation of law, including, without limitation, the indictment, arrest or conviction in a court of law for, or the entering of a plea of guilty or no contest to, a felony or any crime involving moral turpitude, fraud, dishonesty or theft or engaging in any act which is a violation of any law or regulation protecting the rights of persons against discrimination or harassment, in each case, that occurs during or in the course of the Independent Sales Organization’s term of service with Bretton Capital or its subsidiaries

(b) Bretton Capital shall have the right to terminate this Agreement at any time without Cause upon 10 days’ notice. Any commissions resulting from Merchant Applications submitted by Independent Sales Organization to Bretton Capital prior to such termination shall be payable to Independent Sales Organization in accordance with Section 3.1.

4.3 TERMINATION FOR DEFAULT.

Bretton Capital shall have the right to terminate this Agreement at any time if Independent Sales Organization breaches any of the provisions of this Agreement, or if as determined by Bretton Capital, Independent Sales Organization causes a detrimental effect to the Program, Bretton Capital or any of its affiliates, other programs, officers, or employees or a Merchant.

4.4 TERMINATION FOR FAILURE TO COMPLY.

Bretton Capital may immediately terminate this Agreement for any material default knowingly or intentionally caused by Independent Sales Organization with respect to its obligations to comply with Bretton Capital policies or rules in effect from time to time in Bretton Capital’s sole discretion and determination. Bretton Capital may, at its sole discretion, effect such termination upon delivery of written notice to Independent Sales Organization without regard to any provisions for cure of default.

4.5 TERMINATION FOR REGULATORY REASONS.

If Visa, MasterCard, any other credit or debit card payment processing services, or any federal, state or other type of regulatory agency or officer having jurisdiction over the subject matter of this Agreement makes a demand that Bretton Capital discontinue or substantially modify any of the Bretton Capital Program, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination. If Independent Sales Organization or any IC Agent, employee or agent of the Independent Sales Organization breaches any federal, state or municipal law or regulation relating

to the subject matter of this Agreement, Bretton Capital may terminate this Agreement with immediate effect upon written notice to Independent Sales Organization.

4.6 COMPENSATION TO INDEPENDENT SALES ORGANIZATION FOLLOWING TERMINATION.

Unless this Agreement is terminated pursuant to Sections 4.2(a), 4.3, 4.4, or 4.5, Bretton Capital agrees to make payments to Independent Sales Organization as set forth in this Agreement for any Merchant obtained by Bretton Capital through Independent Sales Organization's performance of this Agreement on any funding to such Merchant that occurred on or prior to the termination date of this Agreement, on the same terms that Independent Sales Organization would have received compensation had this Agreement not been terminated or expired, including, without limitation, any claw back provision.

4.7 TERMINATION OF COMPENSATION.

If this Agreement is terminated by Bretton Capital pursuant to Sections 4.2(a), 4.3, 4.4, or 4.5 or Independent Sales Organization breaches any of the representations or warranties herein, Bretton Capital shall have no further obligations for payment of any compensation to Independent Sales Organization under this Agreement after the date of termination.

SECTION FIVE

5.1 CONFIDENTIAL INFORMATION.

Independent Sales Organization acknowledges that in its performance of its duties hereunder Bretton Capital may communicate to Independent Sales Organization (or its designees) certain confidential and proprietary information, including without limitation information concerning Bretton Capital or the Bretton Capital Program and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party. Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by Bretton Capital; (ii) becomes public knowledge or known to the Independent Sales Organization after disclosure by Bretton Capital other than by breach of the Independent Sales Organization's obligations under this section or by breach of a third party's confidentiality obligation; (iii) was known by the Independent Sales Organization prior to disclosure by the Bretton Capital other than by breach of a third party's confidentiality obligation; or (iv) is independently developed by the Independent Sales Organization without the use of any Confidential Information.

As a condition to the receipt of the Confidential Information from Bretton Capital, the Independent Sales Organization shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Bretton Capital's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with Bretton Capital's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Independent Sales Organization's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall

apply less than a reasonable standard of care to prevent disclosure. The Independent Sales Organization shall promptly notify Bretton Capital of any unauthorized disclosure or use of the Confidential Information. The Independent Sales Organization shall cooperate and assist Bretton Capital in preventing or remedying any such unauthorized use or disclosure. Confidential information shall specifically include the form and substance of this Agreement and any agreement with a Merchant

5.2 INDEMNIFICATION.

Independent Sales Organization agrees to indemnify, defend, and hold harmless Bretton Capital and its affiliates, and their employees, members, managers, officers 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 the Independent Sales Organization or any IC Agent, employee, agent or affiliate of the party to comply with the terms of this Agreement; (ii) any warranty or representation made by the Independent Sales Organization being false or misleading; (iii) any representation or warranty made by the Independent Sales Organization or any IC Agent, employee or agent of the Independent Sales Organization to any third person other than as specifically authorized by this Agreement, (iv) the manner or method in which the Independent Sales Organization or its IC Agents perform their services pursuant to this Agreement, (v) negligence of the Independent Sales Organization or its IC Agents, subcontractors, agents or employees, or (vi) any alleged or actual violations by the Independent Sales Organization or its IC Agents, subcontractors, employees or agents of any governmental laws, regulations or rules

5.3 DISCLAIMER OF ALL WARRANTIES.

The Bretton Capital Program is provided "as is" without any warranty whatsoever. Bretton Capital disclaims all warranties, express, implied, or statutory, to independent sales organization as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. No oral or written information or advice given by Bretton Capital or its employees or representatives shall create a warranty or in any way increase the scope of Bretton Capital obligations.

5.4 LIMITATION OF LIABILITY.

Bretton Capital shall not be liable to the independent sales organization, nor to any other third party for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this agreement or the Bretton Capital Program, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims) unless such claim arises from gross negligence or intentional misconduct on by Bretton Capital.

5.5 REPRESENTATIONS AND WARRANTIES.

Independent Sales Organization represents and warrants to Bretton Capital as follows:

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- (a) Independent Sales Organization has the full capacity, power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Independent Sales Organization in accordance with its terms and no provision requiring Independent Sales Organization's performance is in conflict with Independent Sales Organization's obligations under any charter or any other agreement (of whatever form or subject) to which Independent Sales Organization is a party or by which it is bound.
 - (b) If other than a sole proprietorship, Independent Sales Organization is duly organized, authorized and in good standing under the laws of the state of its organization and is duly authorized to do business in all other states in which Independent Sales Organization's business make such authorization necessary or required.
 - (c) Except as otherwise disclosed in writing by Independent Sales Organization to Bretton Capital on or before the effectiveness of this Agreement, neither Independent Sales Organization nor any principal of Independent Sales Organization has in the ten years preceding the date of this Agreement been subject to any (i) criminal conviction (including a plea of nolo contendere but excluding traffic misdemeanors or other petty offenses); (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices.

5.7 NON-SOLICITATION OF MERCHANTS.

Without Bretton Capital's prior written consent (which consent may be withheld in Bretton Capital's sole and absolute discretion), Independent Sales Organization shall not knowingly cause or permit any of their IC Agents, employees, agents, principals, affiliates, subsidiaries or any other person or entity (i) to solicit or provide services that compete with the Bretton Capital Program to any Merchant that has been accepted by Bretton Capital; (ii) to solicit or otherwise cause any Merchant that has been accepted by Bretton Capital to terminate its participation in any of the Bretton Capital Program; or (iii) to solicit or market services to any Merchant that is already directly or indirectly provided any of the Bretton Capital Program by Bretton Capital, whether or not such are provided under the terms of this Agreement. This section shall apply during the term of this Agreement and for two (2) years after any termination, cancellation or expiration of this Agreement. Independent Sales Organization will remain responsible for resulting damages from such prohibited solicitation.

5.8 NON-SOLICITATION.

- (a) During the period that this Agreement is in effect and for the two (2) year period immediately following termination of this Agreement, Independent Sales Organization shall not directly or indirectly through another entity
 - (i) induce or attempt to induce any employee of, or consultant to, Bretton Capital or its subsidiaries to leave the employ of, or consultancy to, Bretton Capital or its subsidiaries, or in any way interfere with the relationship between Bretton Capital or its subsidiaries and any employee or consultant thereof,
 - (ii) hire any person who was an employee of, or consultant to, Bretton Capital or its subsidiaries at any time during the twelve-month period immediately prior to the date on which such hiring would take place without the written consent of a Bretton Capital officer

(it being conclusively presumed by the parties so as to avoid any disputes under this section that any such hiring within such twelve-month period is in violation of clause (i) above);

(iii) call on, solicit, service any customer, referral partner, affiliate, agent, supplier, licensee, licensor, consultant, contractor or other business relation of Bretton Capital or its respective subsidiaries in order to induce or attempt to induce such person to cease doing business with Bretton Capital or its subsidiaries, or in any way interfere with the relationship between any such customer, referral partner, affiliate, agent, supplier, licensee, licensor, consultant, contractor or other business relation and Bretton Capital or its subsidiaries (including, without limitation, making any negative statements or communications about Bretton Capital or its subsidiaries); or

(iv) call on, solicit, or take away or attempt to call on, solicit, or take away any of Bretton Capital's customers, referral partners, affiliates, agents and vendors on whom Independent Sales Organization called or with whom Independent Sales Organization became acquainted during its contractual relationship with Bretton Capital, either on its behalf or that of other person, firm, or corporation or any Merchant.

(b) If, at the time of enforcement of the covenants contained in this section above (the "Protective Covenants"), a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed to revise the Protective Covenants to cover the maximum duration, scope and area permitted by law. Independent Sales Organization agrees that the Protective Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of Bretton Capital's businesses and agrees not to challenge the validity or enforceability of the Protective Covenants.

5.9 INTELLECTUAL PROPERTY.

"Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, Bretton Capital grants no right or license to Independent Sales Organization by implication, estoppel or otherwise to the Bretton Capital Program or any Intellectual Property Rights of Bretton Capital. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of Bretton Capital, in the Bretton Capital Program) and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. Bretton Capital (and not Independent Sales Organization) shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for the Bretton Capital Program and any Intellectual Property Rights incorporated therein. Independent Sales Organization will cooperate with Bretton Capital in pursuing such protection, including without limitation executing and delivering to Bretton Capital such instruments as may be required to register or perfect Bretton Capital's interests in any Intellectual Property Rights and any assignments thereof. Independent Sales Organization shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices

placed upon or contained in any materials or documentation received from Bretton Capital in connection with this Agreement.

SECTION SIX

6.1 SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

6.2 DRAFTING.

No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore, any ambiguity or uncertainty shall be interpreted accordingly.

6.3 WAIVER.

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.4 ASSIGNMENT.

Independent Sales Organization shall not assign, delegate, subcontract, license, franchise, or in any manner attempt to extend to any third party any right or obligation under this Agreement except as otherwise permitted herein without the prior written consent of Bretton Capital including an assignment by virtue of the sale of all or substantially all of its assets or equity. Bretton Capital may assign its rights and obligations hereunder without notice to Independent Sales Organization.

6.5 AMENDMENTS.

No provision of this Agreement may be amended, modified or waived except by a written agreement signed by both parties.

6.6 NOTICES.

All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, internationally recognized overnight carrier, registered or certified mail (postage prepaid with return receipt requested) sent to the addresses set forth herein. Such notice or other communications shall be deemed received (i) on the date delivered, if delivered personally, (ii) on the business day after being sent by an internationally recognized overnight air carrier, or (iii) five (5) days after being sent if sent by first class registered mail, return receipt requested. If to Independent Sales Organization or Guarantor: To the address as set forth below on the signature page of this Agreement.

If to Bretton Capital:
Bretton Capital LLC
2392 Nostrand Avenue, 3rd Floor
Brooklyn, NY 11210
Phone: (203) 283-5300

6.7 SECTION HEADINGS.

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.

6.8 COUNTERPARTS/FACSIMILE SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterpart shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile or PDF copies reflecting the party's signature hereto, and any such facsimile copy shall be sufficient to evidence the signature of such party as if it were an original signature.

6.9 ENTIRE AGREEMENT BINDING EFFECT.

This Agreement, including all schedules, exhibits and attachments thereto, 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 shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

6.10 REMEDIES:

Without limiting the foregoing, in the event of a breach of this Agreement by Independent Sales Organization, Bretton Capital shall be entitled to apply to a court of competent jurisdiction for an injunction to restrain such breach, without the need for bond. Any remedies hereunder shall be in addition to any other remedies available to Bretton Capital in law or in equity.

6.11 JURISDICTION; VENUE; GOVERNING LAW.

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in New York County, New York for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery). Nothing contained herein shall be deemed to limit

in any way any right to serve process in any manner permitted by law. Each party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. If either party shall commence an action or proceeding to enforce any provisions of the documents contemplated herein, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

6.12 ATTORNEY'S FEES.

Should suit or arbitration be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

6.13 GUARANTY.

Independent Sales Organization and the principal(s) of Independent Sales Organization or such other third party acceptable to Bretton Capital (collectively, "Guarantors") hereby jointly and severally guarantee indefeasible payment and performance of all obligations (the "Obligations") of Independent Sales Organization and principals under this Agreement, as hereafter amended. Guarantors' obligations under this section are independent of Independent Sales Organization's and principals' obligations and a separate action may be brought against Guarantors, whether or not Independent Sales Organization or principals be joined in such action. Guarantors authorize Bretton Capital, without notice, from time to time and without affecting Guarantors' liability, to modify the Obligations. Guarantors waive: any right to require Bretton Capital to proceed against a Guarantors or pursue any other remedy; any defense arising by reason of any disability or other defense of Independent Sales Organization or any principal, or cessation from any cause of Independent Sales Organization's or any principal's liability; any claim that Guarantors' obligations exceed Independent Sales Organization's or any principal's; until paid and performed in full, all rights of subrogation and contribution; and any right to enforce any remedy of Bretton Capital against Independent Sales Organization or any principal. Guarantors acknowledge that Guarantors shall have sole responsibility for obtaining from Independent Sales Organization and principals information concerning their financial condition. Guarantors agree to pay all attorneys' fees and other costs incurred in enforcing this section or the Obligations.

SECTION SEVEN

7.1 CLAWBACK POLICY

A Default will have occurred in the event a Merchant bounces, blocks, or otherwise causes to cease payments before Bretton Capital receives 20 cleared payments. In this event the commission will be "clawed back". Exceptions may be made if a reasonable and substantiable cause is submitted to Bretton Capital. An event of Default will have occurred if a Merchant bounces, blocks, or otherwise causes to cease more than four payments within the first 30-days, or more than two payments in a row, the deal will be considered a Default, unless the Merchant agrees to reinstate and repay missed payments. Clawed back commissions may, at Bretton Capital's sole discretion, be returned if the collected amount exceeds the funded amount, and/or on a case by case basis based on collections assistance rendered by the ISO. Bretton Capital will initiate the claw back by

requesting the cooperation of the ISO. In the event the commission is not returned, or the ISO is not reachable Bretton Capital will debit the ISOs account for the amount paid.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, effective as of the date and year first above written.

BRETTON CAPITAL LLC

Signature: _____

Name: _____

Title: _____

Date: _____

INDEPENDENT SALES ORGANIZATION

ISO Legal Name:		Signature:
Name:	ISO DBA:	Address:

OWNER'S CONTACT INFORMATION

Guarantor(s) Name:	
Cellphone Number:	
Email Address:	