

GENERAL BUSINESS TERMS STRYDE SOLUTIONS

Credit Card Audit

1. Services. We provide an ongoing audit of your payment processing activities, for contract verification, reporting and accuracy (the "Services") and analyze information concerning your payment processing activities, including information contained on your merchant service provider statement ("Merchant Statements" and, together with information obtained from you, the "Client Information"). You (i) authorize us to receive copies of Merchant Statements; and (ii) shall provide Client Information to us, for the purpose of providing the Services.

2. Grant of Rights; Intellectual Property Ownership. We own the reporting provided to you reflecting the results of the Services including all information, artwork, text, trademarks, trade dress, and report formatting (and all associated intellectual property). We grant to you a nonexclusive, royalty-free, perpetual license to access, copy, and distribute audit reports for your internal business purposes only. You grant to us a nonexclusive, royalty-free, perpetual license to copy, modify, and distribute Client Information (and derivatives of Client Information) for the purposes set forth in this Agreement. With the exception of those rights expressly granted in this Agreement, each Party retains all right, title, and interest in and to its respective intellectual property assets (including, with respect to us, the methods, algorithms, inventions, know how, and other intellectual property we use to provide the Services).

3. Charges and Payment of Fees. Stryde will bill for 50% of the measurable Savings, as detailed on the audit report. Savings is determined by the difference between the Baseline Net Effective Rate of Discount (B-NERD) and the current monthly Net Effective Rate of Discount (NERD), multiplied by the net sales volume. The B-NERD is computed by dividing the total processing expenses by the net processing volume for a minimum of four consecutive months within the past year, and may be adjusted from time to time to reflect changes in the published interchange reimbursement rates.

3.1. Billing. We shall bill you for charges equal to 50% of the Savings, using the payment method selected below. You are responsible for payment of our invoices and such invoiced totals do not include taxes.

3.2. Payment Terms. Payment is due within fifteen (15) days after your receipt of our invoice. We reserve the right to charge interest in the amount of 1.5% per month on balances more than thirty (30) days past due. You shall provide to us a valid credit card, which you authorize us to charge if any invoice becomes sixty (60) days past due.

4. Confidentiality. "CI" means all nonpublic Client Information and nonpublic know-how disclosed under this Agreement, whether orally, in writing or electronically, including CI that one Party (the "Disclosing Party") provides to the other Party (the "Receiving Party") shall be governed as follows: A Receiving Party will retain the Disclosing Party's CI in confidence, and shall not use or disclose such CI except for purposes permitted under this Agreement. Each Party will use at least the same degree of care in safeguarding the other Party's CI as it uses in safeguarding its own CI, but shall use not less than reasonable care and diligence. The foregoing restrictions shall not apply to CI if the Receiving Party can demonstrate: (i) the CI becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party who is not bound by an obligation of confidentiality to the Disclosing Party; (iii) was independently developed by the Receiving Party without reference to such CI; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party to provide the Disclosing Party an opportunity to seek a protective order or other relief.

5. Term and Termination

5.1. Term. The initial term of this Agreement shall be three years ("Initial Term"), beginning with the first month invoiced. The Agreement shall automatically renew for additional three (3) year periods (each an "Additional Term") unless either Party provides at least six (6) months prior written notice of termination. The Initial Term and each Additional Term are collectively referred to as the "Term."

5.2. Termination Fee. We may terminate this Agreement by written notice to you if you fail to pay any payment due to us within thirty (30) days after it is due. In such event, you shall pay to us (in addition to the unpaid invoice) a Termination Fee

equal to the three (3) month average (or such lesser term if fewer than three months have expired) of the payment due to us under Section 3 multiplied by the number of months remaining in the term.

5.3. Effect of Termination. Upon any termination or expiration of this Agreement, all amounts you owe to us shall become immediately due and payable. All provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive.

6. Representations and Warranties; Disclaimers

6.1. Service Errors. We will use reasonable efforts to provide the Services in a good and workmanlike manner. If you discover an error in an audit report and submit a valid claim to us within thirty (30) days after receiving such audit report, we will re-perform the Services in question and provide a corrected audit report at no charge to you. This shall be your sole remedy for an error in the Services.

6.2. Disclaimers. Except as provided in Section 6.2, (a) we make no, and disclaim all, conditions, representations or warranties, whether express, statutory or otherwise, as to the availability, accuracy or completeness of the Services, or as to any merchant processor refunds, credits, discounts or rebates, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement of third party rights; and (b) you take the Services and audit reports "as is."

7. Limitation of Liability. In no event shall either Party be liable for indirect, punitive, special, exemplary, incidental, consequential or other non-direct damages, of any type or kind (including loss of data, revenue, use or profits; unrealized savings; business interruption; or other economic advantage) arising out of, or in any way related to, the Services or this Agreement.

8. General

8.1. Entire Agreement; Amendment; Waiver; Severability. This Agreement contains the entire understanding of the Parties regarding its subject matter and supersedes all prior agreements between the Parties, both oral and written, and can be modified only by a subsequent written agreement executed by both Parties. Our failure to enforce our rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

8.2. No Agency. The Parties shall be independent contractors with no right to obligate the other in any manner whatsoever. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties.

8.3. Governing Law. Michigan law, without reference to rules governing conflict of laws, shall apply to this Agreement and any dispute between the Parties related thereto. The District Courts sitting in Genesee County, Michigan shall have exclusive jurisdiction over them and over any disputes that arise out of this Agreement, and that venue is proper in Genesee County, Michigan. Any claim or controversy between the Parties shall be resolved first through mediation and then, if mediation is not successful, through binding arbitration, both of which shall be held in Genesee County, Michigan.

8.4. Reservation of Rights. We reserve the right in our sole discretion to determine whether or not a particular prospect is a good candidate for our Services. Each individual signing below certifies that he/she is the authorized agent/representative of the Party on which behalf he/she is executing this Agreement, intending thereby to bind such Party with respect hereto.