

**BANK CARD MERCHANT AGREEMENT**

This Bank Card Merchant Agreement is made among VANTIV, LLC ("Processor") having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384, and FIFTH THIRD BANK, an Ohio banking corporation ("Member Bank") having its principal office at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 and VOGO USA INC. ("Merchant") having its principal office at 228 Hamilton Ave., 3rd Floor, Palo Alto, CA 94301. Processor and Member Bank are collectively referred to as "Bank." Bank and Merchant hereby agree as follows:

I. Bank participates in programs affiliated with MasterCard, VISA, Discover, and Other Networks which enable holders of Cards to purchase goods and services from selected merchants located in the United States by use of their Cards.

II. Merchant wishes to participate in the MasterCard, VISA, Discover, and the Other Networks systems at its United States locations by entering into contracts with Cardholders for the sale of goods and services through the use of Cards.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Account shall mean an open checking account at Fifth Third Bank or its affiliate, or at another financial institution acceptable to Bank which Bank or its agent can access through the ACH system.

Account Change means a change in the Account or the financial institution where the Account is located.

ACH shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

Agreement means this Bank Card Merchant Agreement, the Merchant Price Schedule, and each exhibit, schedule, and addendum attached hereto or referencing this Agreement, as well as all documents and other materials incorporated herein by reference.

Association means VISA, MasterCard, Discover, or any Other Network, as the same are defined herein.

Bank Rules means the Bank Card Merchant Rules and Regulations, which are incorporated into this Agreement by reference.

Cards shall mean MasterCard, VISA, Discover and Other Network cards.

Cardholder shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

Data Incident shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

Discover shall mean Discover Financial Services, LLC.

Event of Default shall mean each event listed in Section 13.

Float Event shall mean a circumstance where Bank, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees.

Force Majeure Event shall mean errors in data provided by Merchant or others, labor disputes, fire, weather, or other casualty, power outages, and funding delays, however caused, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Bank's reasonable control.

Identity Responsibility Sale shall mean a sales transaction completed without the presence of the Cardholder's Card including but not limited to those made by mail, telephone or electronic commerce.

Initial Term shall mean three years from the 1st day of the calendar month following the later of the date Bank executes this Agreement or the first date that all of Merchant's locations receive the Services from Bank.

Member Bank shall mean a member of VISA, MasterCard and/or Other Networks as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this

Agreement, the Member Bank shall be Fifth Third Bank, an Ohio banking corporation.

Merchant Supplier shall mean a third party other than Bank used by Merchant in connection with the Services received hereunder, including but not limited to, Merchant's software providers, equipment providers, and/or third party processors.

MasterCard shall mean MasterCard International, Inc.

Operating Regulations means the by-laws, operating regulations and/or all other rules, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks as in effect from time to time.

Other Network shall mean any network or card association other than VISA, MasterCard, or Discover that is identified in the Merchant Price Schedule and in which Merchant participates hereunder.

PCI shall mean the Payment Card Industry Data Security Standard.

Service shall mean any and all services described in, and provided by Bank pursuant to, this Agreement.

VISA shall mean VISA USA, Inc.

Other defined terms and Services applicable to this Agreement will be contained in a "General Services Addendum" as described herein.

2. Bank Rules; Operating Regulations; General Services Addendum

Merchant acknowledges receipt and review of the Bank Rules which are incorporated into this Agreement by reference. Merchant agrees to fully comply with all of the terms and obligations in the then current Bank Rules, as changed or updated by Bank from time to time, at Bank's sole reasonable discretion with notice in accordance with Bank's standard operating procedures. Merchant agrees to participate in the Associations in compliance with, and subject to, the Operating Regulations. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to PCI, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Should any Operating Regulation(s) not be publicly available or otherwise made available to the Merchant such unavailability shall not alter or limit Merchant's obligation to comply with the Operating Regulations. Notwithstanding Bank's assistance in understanding the Operating Regulations, Merchant expressly acknowledges and agrees that it is assuming the risk of compliance with all provisions of the Operating Regulations regardless of whether Merchant has possession of those provisions. Both MasterCard and VISA make excerpts of their respective Operating Regulations available on their internet sites. Other Services applicable to this Agreement will be contained in the General Services Addendum as may be published and modified from time to time by Bank and the parties agree that such Addendum shall be incorporated into and made part of this Agreement and that such Addendum shall apply only with respect to those Services actually provided by Bank and received by Merchant hereunder. Merchant acknowledges receipt and review of the General Services Addendum, in the event of a conflict between the fees set forth on the Merchant Price Schedule and the General Services Addendum, the Merchant Price Schedule shall control.

3. Application; Change in Business. Merchant represents that all information supplied by Merchant in connection with its application or other request for services is complete and accurate. In accordance with Section 326 of the USA Patriot Act, Bank is required to review and record information from the documents used in identifying new merchant customers. The preceding sentence is intended to inform Merchant of Bank's procedures and of Bank's responsibility under the USA Patriot Act. Merchant agrees to provide Bank with 30 days prior written notice of Merchant's intent to change its business form or entity in any manner (e.g., a change from a limited liability company to a

corporation), and/or of Merchant's intent to sell its stock or assets to another entity.

4. Card Acceptance. When accepting any Card and completing any Card transaction, Merchant shall follow all procedures and rules in the Bank Rules and the Operating Regulations. In the event Bank for whatever reason is unable to obtain, or due to system delays chooses not to wait to obtain, authorization from an Association, Bank may at its option "stand-in" for such entities and authorize the sales transaction based on criteria established by Bank, and Merchant remains responsible for such sales transaction in accordance with this Agreement. Merchant has identified to Bank the products and/or services for which it intends to accept Cards as payment. Merchant agrees that it shall only complete and deliver to Bank sales transactions produced as the direct result of bona fide sales made by Merchant to Cardholders for such identified products and/or services, unless otherwise agreed by Bank in writing.

5. Transaction Processing. Bank will initiate payment to Merchant of the total face amount of each sales transaction acquired and accepted hereunder, subject to the terms and conditions of this Agreement, the Bank Rules, the Operating Regulations, and applicable law, after Bank receives payment for such sales transactions. Unless otherwise agreed to in writing by Bank, Merchant shall electronically deliver to Bank and in a format acceptable to Bank all credit vouchers and sales transaction records within two (2) business days after the applicable transaction date (or such shorter period as determined by the applicable Association), except (i) in the case of a delayed merchandise delivery, when the sales transaction record shall be delivered within two (2) business days of the merchandise delivery or (ii) as specified otherwise in the Bank Rules. Merchant agrees that it shall deliver sales transaction records to Bank at least every business day. The preparation and delivery to Bank by Merchant of sales transactions shall constitute an endorsement to Bank by Merchant of each sales transaction, and Merchant authorizes Bank or its representative to place Merchant's endorsement on any sales transaction at any time. Bank may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Merchant pursuant to this Agreement, if it had acquired the sales transaction or claim. Merchant acknowledges and agrees that Bank is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholder or the processor of such Card(s). Merchant agrees that Bank may set off any amounts due to Bank from amounts owed to Merchant, including but not limited to any amounts owed to Merchant from Bank and/or any of its affiliate(s).

6. Exception Items. Merchant agrees to reacquire and pay Bank the amount of any sales transaction, and Bank shall have the right at any time to charge Merchant's Account therefore with notice in accordance with Bank's standard operating procedure, for any return (whether or not a credit voucher is delivered to Bank), chargeback, compliance case, any other Association action (unless caused by action, error or omission of Bank), or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise, or if Bank has not received payment for any sales transaction, notwithstanding Bank's prior payment to Merchant for such sales transaction pursuant to Section 5 above or any other section. Not limiting the generality of the foregoing, Merchant agrees that any operational and/or other Services performed on behalf of Merchant, including but not limited to, production of facsimile drafts in response to copy requests, response to compliance cases, augmentation of Merchant data for interchange transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Merchant's obligations and liability in this Agreement including those in the foregoing sentence. Merchant may instruct Bank in the defense of chargebacks, compliance cases and similar actions, and Merchant agrees that it will promptly provide any such instructions to Bank.

7. Merchant Suppliers. Merchant may use one or more Merchant Suppliers in connection with the Services and/or the processing of some or all of its Card transactions. In no event shall Merchant use a Merchant Supplier unless such Merchant Supplier is compliant with PCI and/or the Payment Application Data Security Standard ("PA-DSS"), depending on the type of Merchant Supplier, as required by the Operating Regulations. Merchant acknowledges and agrees that Merchant shall cause its Merchant Supplier to complete any steps or certifications required by any Association (e.g. registrations, PA-DSS,

PCI, audits, etc.) Merchant shall cause its Merchant Supplier to cooperate with Bank in completing any such steps or certifications (if applicable) and in performing any necessary due diligence on such Merchant Supplier. Merchant shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations, and certifications. Merchant shall bear all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of any Merchant Supplier(s) for a particular purpose and for determining the extent of such Merchant Supplier's compliance with the Bank Rules, the Operating Regulations, and applicable law. Merchant expressly agrees that Bank shall in no event be liable to Merchant or any third party for any actions or inactions of any Merchant Supplier used by Merchant, even if Bank introduced and/or recommended the use of such Merchant Supplier to Merchant, or never objected to the use of such Merchant Supplier, and Merchant hereby expressly assumes all such liability.

8. Cardholder Information. Merchant shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any third party other than to Bank or an Association for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Merchant represents and warrants that neither it nor its Merchant Supplier shall retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations, the Bank Rules, and/or this Agreement.

9. Term. The term of this Agreement shall commence the date Bank executes this Agreement, and shall continue for the Initial Term as defined in Section 1 of this Agreement. Except as hereafter provided, unless either party gives written notice to the other party at least 180 days prior to the expiration of any term, the Agreement including all addenda, schedules and exhibits hereto or referencing this Agreement shall be automatically extended for additional two (2) year periods. All obligations of Merchant incurred or existing under this Agreement as of the date of termination, shall survive such termination.

10. Bank Fees. Merchant agrees to pay Bank the fees, expenses and all other amounts set forth in the Agreement including, but not limited to, the Merchant Price Schedule. Bank may change or add fees and/or charges upon notice to Merchant in accordance with Bank's standard operating procedure, and such fees and/or charges shall be immediately payable by Merchant when assessed by Bank. In the event Bank wishes to apply changes or additions to its fees and/or charges pursuant to the immediately preceding sentence, it shall do so at least 30 days prior written notice to Merchant ("Fee Change"). Merchant may then, subject to the following provisions, terminate the Agreement upon 90 days advance written notice to Bank provided Bank receives such written notice from Merchant of its intention to so terminate within 90 days of the date the Fee Change becomes effective. Upon Bank's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Bank shall have 30 days to rescind or waive the Fee Change, and, in the event Bank elects to rescind or waive the Fee Change, Merchant shall not have the right to terminate this Agreement as a result of the Fee Change and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate. Merchant acknowledges and agrees that this Section shall not be intended or construed to permit Merchant to terminate the Agreement as a result of a change or increase in fees from third parties and/or in pass through fees as referenced in this Agreement or the Merchant Price Schedule. At Merchant's request, Bank may, in its sole discretion, establish multiple Merchant billing definitions on its system, and in such event Bank shall assess all applicable fees separately and independently with respect to each such billing definition.

11. Third Party Assessments. Notwithstanding any other provision of this Agreement, Merchant shall be responsible for all amounts imposed or assessed to Merchant and/or Bank in connection with this agreement by third parties such as, but not limited to, VISA, MasterCard, Discover, Other Networks and Merchant Suppliers (including telecommunication companies), applicable to Merchant's account, and not occurring as a result of Bank's act, error or omission. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to Merchant in accordance with Bank's standard operating procedure and shall be immediately payable by Merchant when assessed by Bank. In the event of a Float Event, Bank reserves the right to assess to Merchant,

and Merchant shall pay to Bank, a cost of funds associated with the Float Event (which Bank may at its option assess as a transaction surcharge) the amount of which shall be determined by Bank in its reasonable discretion, and which may be changed by Bank from time to time, and such cost of funds shall be effective as of the start of the Float Event and shall be immediately payable by Merchant when assessed by Bank.

12. Exclusivity. Bank reserves the right to enter into other agreements pertaining to the Services with others including without limitation other merchants. The parties agree that Bank shall be the exclusive provider of the Services to Merchant solely in connection with Merchant providing services to the Sponsored Merchants as a Payment Facilitator and Bank expressly acknowledges that Merchant and the Sponsored Merchants may use another processor for payment card services or other payment methods not supported by Bank.

13. Default. The following events shall be considered an "Event of Default":

- (i) Merchant becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Merchant, or Merchant makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or
- (ii) Merchant fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or
- (iii) Merchant is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or
- (iv) Bank reasonably believes that there has been a material deterioration in Merchant's financial condition; or
- (v) any standby letter of credit, if and as may be required pursuant to Section 20, will be cancelled, will not be renewed, or is not in full force and effect; or
- (vi) Merchant ceases to do business as a going concern, or there is a change in ownership of Merchant which changes the identity of any person or entity having, directly or indirectly, more than 35% of either the legal or beneficial ownership of Merchant.

Upon the occurrence of an Event of Default, Bank may at any time thereafter terminate this Agreement by giving Merchant written notice thereof. Termination of Merchant for any reason shall not relieve Merchant from any liability or obligation to Bank. If, prior to the date on which the then current term of this Agreement is scheduled to expire, either this Agreement is terminated by Bank as specifically permitted by this Agreement, or Merchant for any reason discontinues receiving the Services from Bank (except as may be specifically permitted by this Agreement), Merchant shall be liable to Bank for liquidated damages in an amount equal to the average monthly revenue payable to Bank as a result of this Agreement for the three calendar months in which such revenue was the highest during the preceding 12 calendar months, or such shorter period if this Agreement has not been in effect for 12 months, multiplied by the number of months remaining during the then current term of this Agreement. Merchant recognizes and agrees that the liquidated damages are fair and reasonable because it is not possible to establish the actual increase in volume and activity by Merchant during the term of this Agreement. Merchant shall also reimburse Bank for any damage, loss or expense incurred by Bank as a result of a breach by Merchant, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Bank in connection with this Agreement. All such amounts shall be due and payable by Merchant upon demand. Bank shall also have the option to require Merchant to reacquire all outstanding sales transactions acquired by Bank hereunder. In addition to, and not in limitation of the foregoing, Bank may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

14. Bank Nonperformance. In the event Merchant, in good faith, reasonably believes that Bank has substantially failed to provide the Services other than as a result of a failure by Merchant (or any Merchant Supplier, or other third party acting at the request of or on behalf of Merchant) to perform any obligation under the Agreement or any Force Majeure Event, Merchant agrees to notify Bank in writing within 10 days of the date upon which such failure first occurred. Merchant agrees that such notice shall be sent in accordance with the terms of this Agreement, and shall specifically describe the nature of such failure by Bank, specify the date such failure first occurred and specifically reference this section.

Bank will attempt to resolve such failure within 45 days of Bank's actual receipt of such notice from Merchant. Should Bank not resolve such failure within the cure period described in the foregoing sentence, Merchant may terminate this Agreement upon 90 days prior written notice to Bank, provided Bank actually receives such notice of termination within 30 days after the end of such cure period.

15. Taxes. Any sales use, excise or other taxes (other than Bank's income taxes) payable in connection with or attributable to the Services provided to the Merchant per this Agreement shall be paid by Merchant. Bank may, but shall not have the obligation to, pay such taxes in the event Bank pays such taxes. Merchant shall immediately reimburse Bank or Bank may, at Bank's sole option, charge Merchant's Account.

16. Binding on Successors; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, transferees and assignees. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by Merchant, in whole or in part, without the prior written consent of Bank, which will not be unreasonably delayed or withheld. Merchant will remain liable for any amounts owed under this Agreement after an unauthorized transfer or assignment by Merchant, even if Bank continues to provide Services to such transferee or assignee. This Agreement is for the benefit of, and may be enforced only by, Bank and Merchant and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

17. Notices. All notices, requests, demands and other communications to be delivered hereunder unless specified otherwise herein shall be in writing and shall be delivered by nationally recognized overnight carrier, registered or certified mail, postage prepaid, to the following addresses:

(i) if to Bank: 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384, Attention: General Counsel/Legal Department;

(ii) if to Merchant: to the Merchant address provided above, Attention: President/Owner, or to such other address or to such other person as either party shall have last designated by written notice to the other party.

Notices, etc., so delivered shall be deemed given upon receipt.

18. Unenforceable Provision. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

19. Payment. Merchant shall always maintain an open Account. Merchant irrevocably authorizes Bank to debit and/or credit the Account to settle any and all fees and other amounts due Bank under this Agreement and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Merchant has notified Bank of an Account Change as defined below. Merchant shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires an Account Change, Merchant shall give Bank 30 days prior written notice in accordance with the provisions of Section 17 of any such change, and Bank shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Bank actually makes such Account Change on Bank's system. In no event shall Bank have any liability for any amounts directed to an Account that has been designated by any purported representative of Merchant or its Merchant Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Bank under this Agreement shall be paid without set-off or deduction and shall be due from Merchant as of the date Bank originates an ACH debit transaction record to Merchant's Account. Any fees not collected from Merchant by Bank when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law. The acceptance by Bank, Bank's affiliate or other financial institution of Merchant's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement.

20. Reserve; Letter of Credit. As a specifically bargained for inducement for Bank to enter into this Agreement with Merchant, Bank

at its option reserves the right to i) establish from amounts payable to Merchant hereunder, and/or cause Merchant to pay to Bank, a reserve of funds satisfactory to Bank to cover anticipated fees, chargebacks, returns and any other applicable assessments and/or ii) require Merchant to establish an irrevocable standby letter of credit including additional and/or replacement letters of credit if required by Bank, with a beneficiary designated by Bank, and which are issued from a financial institution other than Fifth Third Bank or any of its affiliates, that is acceptable to Bank, in a format with an expiration date, and in an amount acceptable to Bank in its sole discretion. Bank and Merchant acknowledge and agree Bank currently retains a reserve in the amount of \$150,000.00. In accordance with the terms and conditions and/or previous conditions for a Reserve Account, Bank retains the right to increase the Reserve. In the event Merchant fails to establish, for any reason whatsoever, a reserve and/or a letter of credit as required above, Bank shall have all of the rights and remedies available to Bank in this Agreement, including but not limited to exercising the rights and remedies of Bank in Section 13. In the event Bank exercises its right to establish a reserve or require a letter of credit pursuant to this Section, Merchant may, subject to the following provisions, terminate the Agreement upon 30 days advance written notice to Bank provided Bank receives such written notice from Merchant of its intention to so terminate within 90 days of the date on which Bank establishes the reserve or requires the letter of credit. Upon Bank's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Bank may, at its option, return the reserve to Merchant or waive the requirement for a letter of credit, and in the event Bank elects to return the reserve to Merchant or waive the requirement for a letter of credit, Merchant shall not have the right to terminate this Agreement pursuant to this Section and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate.

21. Intentionally deleted.

22. **Indemnification.** Subject to the other limitations, terms and conditions of this Agreement, Bank shall indemnify, defend, and hold harmless Merchant, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Merchant, its directors, officers, employees, affiliates and agents to the extent resulting from or arising out of Bank's gross negligence, or willful misconduct. Merchant shall indemnify, defend, and hold harmless Bank, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Bank, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement. Merchant's processing activities, the business of Merchant or its customers, any sales transaction acquired by Bank any noncompliance with the Bank Rules and/or the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Associations) by Merchant or its agent (including any Merchant Supplier) any Data Incident, any infiltration, hack, breach, or violation of the processing system of Merchant, its Merchant Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Merchant or its employees, agents, Merchant Suppliers, or customers. The indemnification of each party shall survive the termination of the Agreement.

23. **Review of Settlement Activity and Reports; Notice of Failure by Bank.** Merchant agrees that it shall review all reports, notices, and invoices prepared by Bank or its agent and made available to Merchant including but not limited to reports, notices, and invoices provided via Bank's online reporting tool. Bank reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via electronic transmission (e.g., via e-mail) which Bank may change from time to time upon notice to Merchant in accordance with Bank's standard operating procedure. Merchant expressly agrees that Merchant's failure to notify Bank that Merchant has not received its settlement funds within five business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Merchant, shall constitute Merchant's acceptance of the same. In the event Merchant believes that Bank has failed in any way to provide the Services, Merchant

agrees to provide Bank with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

24. **Choice of Law; Jurisdiction; Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to conflicts of law provisions. The parties hereby consent and submit to service of process, personal jurisdiction, and venue in the state and federal courts in Cincinnati, Ohio or Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding arising out of or in any way relating to this Agreement, and/or pertaining in any way to the relationship between Merchant and Bank. MERCHANT AND BANK HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY MATTER UNDER, RELATED TO, OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED HEREBY.

25. **Limit of Liability; Force Majeure.** EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, BANK DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND MERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN. Without limiting the foregoing, Bank shall not be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by Bank) suffered by Merchant, its customers or any third party in connection with the Services provided hereunder. In no event shall Bank be liable for any damages or losses that are wholly or partially caused by the Merchant, or its employees, agents or Merchant Suppliers that should have been reported to Bank pursuant to Section 23, or that first occurred, whether or not discovered by Merchant, more than 30 days prior to Bank's receipt of written notice from Merchant. Bank's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Merchant or (ii) fees paid to and retained by Bank for the particular Services in question for the three calendar months immediately preceding the date on which Bank received a written notice from Merchant detailing Bank's material nonperformance under this Agreement. Bank shall not be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from a Force Majeure Event. Upon such an occurrence, performance by Bank shall be excused until the cause for the delay has been removed and Bank has had a reasonable time to again provide the Services. No cause of action regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and amounts due Bank under this Agreement.

26. **Controlling Documents.** This Agreement (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof, and sets forth the complete and exclusive agreement between the parties with respect to the Services and, unless specifically provided for herein, other services are not included as part of this Agreement. If there is a conflict between the Bank Card Merchant Agreement and an addendum or schedule or exhibit hereto, the addendum or schedule or exhibit shall control. If there is a conflict between the Bank Rules and this Agreement, the Bank Rules shall prevail. If there is a conflict between Operating Regulations and this Agreement, the Operating Regulations shall prevail. If there is a conflict between the Operating Regulations and the Bank Rules, the Operating Regulations shall prevail.

27. **Bank's Right to Cease Services.** Bank may cease providing any Service in this Agreement if such Service, in Bank's reasonable opinion, violates or would violate the Operating Regulations, Bank Rules, or any federal, state or local statute or ordinance or any regulation, order or directive of any governmental agency or court. Should Merchant not process sales transactions through Bank's system for a period of one year or more, Bank may remove Merchant from Bank's systems without notice, without relieving Merchant from any of Merchant's obligations under this Agreement.

28. Conversion; Deconversion. Merchant shall take all necessary steps to, and shall, promptly convert to Bank's system for the Services in this Agreement not later than 180 days after the execution of this Agreement by Bank. Bank agrees that it shall not charge Merchant for Bank's standard and customary internal testing and conversion preparation only, in connection with Merchant's initial conversion to Bank's system at the commencement of this Agreement, and as determined by Bank in its sole reasonable discretion. The foregoing shall not be deemed to limit Merchant's obligation to pay any third party fees and expenses incurred by Bank in connection with Merchant's conversion, which shall remain the sole responsibility of Merchant. Merchant agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Bank, its affiliates and/or agents) in connection with and/or related to Merchant's conversion from Bank at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Merchant's initial conversion to Bank.

29. Confidential Information.

(a) **Confidential Information Supplied by Bank.** Merchant acknowledges that Bank will be providing Merchant with certain confidential information, including but not limited to, this Agreement and information relating to the finances, systems, methods, techniques, programs, devices and operations of Bank and/or the Associations. Merchant shall not disclose any such confidential information to any person or entity (other than to those employees and Merchant Suppliers of Merchant who participate directly in the performance of this Agreement and need access to such information). Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law rule or regulation), VISA, MasterCard, Discover and/or Other Networks.

(b) **Confidential Information Supplied by Merchant.** Bank acknowledges that Merchant will be providing Bank with certain confidential information, including information relating to the methods, techniques, programs, devices and operations of Merchant. Bank will not disclose confidential and proprietary information about Merchant to any person or entity (other than to those employees and agents of Bank who participate directly in the performance of this Agreement and need access to such information). Merchant acknowledges receipt of the Vantiv, LLC privacy notice ("Privacy Notice"). Merchant should direct any questions or requests for another copy of the Privacy Notice to a Bank customer service representative or Merchant's primary relationship manager, if applicable. Notwithstanding anything to the contrary in the Privacy Notice or this Agreement, Bank may share any information provided by Merchant and/or relevant to the Services received by Merchant: (a) with Merchant's franchisor, Merchant's franchisee(s), association(s) to which Merchant belongs and/or belonged as of the commencement of this Agreement; (b) any affiliate of Merchant; (c) in response to subpoenas, warrants, court orders or other legal processes; (d) in response to requests from law enforcement agencies or government entities; (e) to comply with applicable laws or regulations; and/or (f) in the proper performance of the Services contemplated herein.

(c) **Miscellaneous.** The parties acknowledge that the injury that would be sustained by the party disclosing information as a result of the violation of this Section 29 cannot be compensated solely by money damages, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief and any other remedies as may be available at law or in equity in the event of a violation of the provisions contained in this Section 29. The restrictions contained in this Section 29 shall not apply to any information which becomes a matter of public knowledge, other than through a violation of this Agreement or other agreements between the parties.

(d) **Publicity.** Merchant and Bank agree that they will work together to issue a mutually agreeable joint press release after the execution of this agreement and/or after the conversion of Merchant to Bank's Services upon approval by mutual written consent. In any event, Merchant acknowledges and agrees that Bank may make public the execution of this Agreement by Merchant and/or any of Merchant's affiliates, and/or the Services that may be or have been provided under the Agreement. Merchant agrees that Bank may include Merchant's name and logo on a list of Bank's customers, which may be made public. Merchant agrees that upon Bank's request, Merchant will provide testimonial information related to the Services received by Merchant hereunder. With Processor's prior written approval, Merchant

may include Processor's name and logo on a list of Merchant's partners which may be made public.

30. Financial Statements. If at any time Merchant is not a publicly traded company, Merchant shall provide Bank with an audited financial statement for Merchant's most recent fiscal year end and/or quarterly financial statements prepared and certified by Merchant's chief financial officer within 15 days of Bank's request therefore.

31. No Waiver. If either party waives in writing an unsatisfied condition, representation, warranty, undertaking or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, liabilities or expenses, including without limitation, legal and other expenses, from the other party in respect of the matter or matters so waived. Except as otherwise specifically provided for in this Agreement, the failure of any party to promptly enforce its rights herein shall not be construed to be a waiver of such rights unless agreed to in writing. Any rights and remedies specifically provided for in any addendum or schedule or exhibit are in addition to those rights and remedies set forth in this Agreement and/or available to Bank at law or in equity.

32. Compliance with Law.

Merchant represents and warrants to Bank that it will comply with all applicable federal, state and local laws and regulations in connection with Merchant's receipt of the Services and/or applicable to Merchant's business operations. Processor will comply with federal, state and local laws and regulations applicable directly to Bank in its provision of the Services.

33. Security, Data Incidents. Merchant will be solely responsible for the security, quality, accuracy, and adequacy of all transactions and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Merchant warrants to Bank that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Bank. Bank shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Merchant acknowledges that Bank is responsible only for the security of its own proprietary systems and not for the systems of any third party, including without limitation any Merchant Supplier of Merchant. Merchant shall notify Bank immediately if Merchant becomes aware of or suspects a Data Incident. Merchant agrees to fully cooperate with Bank and any Association with respect to any investigation and/or additional requirements related to a suspected Data Incident.

34. Audits. At any reasonable time upon reasonable notice to Merchant, Merchant shall allow auditors, including the auditors of any Association or any third party designated by Bank or the applicable Association, to review the files held and the procedures followed by Merchant at any or all of Merchant's offices or places of business. Bank agrees that should it conduct an audit which is not required by the Operating Regulations or is not requested by an Association, such audit will be at Bank's sole expense; otherwise the audit shall be at Merchant's expense. Merchant will assist such auditors as may be necessary for them to complete their audit. In the event that a third-party audit is requested by an Association, and/or required by the Operating Regulations, Bank may, at its option, and at Merchant's sole expense, either retain a third party to perform the audit or require that Merchant directly retain a specific third party auditor. If Bank requires that Merchant directly retain the auditor, Merchant shall arrange immediately for such audit to be performed and will provide Bank and the Associations with a copy of any final audit report.

35. System Requirements and Upgrades. Merchant acknowledges that Bank may intercept and settle Merchant transactions directly with other entities processed by Bank. Merchant agrees that the Services shall be provided in accordance with Bank's then current systems, standards and procedures and that Bank shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Merchant. Unless otherwise agreed in writing by Bank, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Bank in Bank's then current data formats and by means of Bank's then current telecommunications configurations and protocols. Bank may make

changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Bank. Merchant shall comply with all time deadlines, equipment and software maintenance and upgrading requirements which Bank may reasonably impose on Merchant from time to time.

36. Title to the Services. Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Bank shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

37. Limited Acceptance. If so indicated below, Merchant acknowledges and agrees that it wishes to be a Limited Acceptance merchant, which means that Merchant has elected to accept only certain VISA/MasterCard card types as indicated below, or via later notification. Merchant further acknowledges and agrees that Bank has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance and that Bank's obligations do not include policing card types at the point of sale. As a Limited Acceptance Merchant, Merchant will be solely responsible for the implementation of its decision for Limited Acceptance. Merchant will be solely responsible for policing, at the point of sale, the card type(s) of transactions it submits for processing by Bank. Should Merchant submit a transaction for processing for a card type it has indicated it does not wish to accept, Bank may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. For Merchant's convenience, a general description of VISA/MasterCard card types are:

- a. Consumer Credit - a consumer credit card issued by a U.S. Issuer or a commercial credit card issued by a non-U.S. Issuer; this category does not include VISA or MasterCard branded signature-based debit cards.
- b. Consumer Debit - a VISA or MasterCard branded signature-based debit card (including certain stored-value and prepaid cards).
- c. Commercial - a VISA or MasterCard branded credit card issued by a U.S. Issuer that bears the descriptive term "Business Card", "Corporate Card", "Purchasing Card", "Fleet Card", or similar descriptive term indicated pursuant to the Operating Regulations.

Only if checked below, Merchant wishes to be a Limited Acceptance Merchant, which means that Merchant will accept only the VISA/MASTERCARD card types indicated below:

- VISA Credit Cards
- VISA Debit Cards (signature based)
- MasterCard Credit
- MasterCard Debit Cards (signature based)

38. Security Interest. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant grants to Bank a security interest in all accounts owned or controlled by Vantiv at Member Bank that are funded with settlement amounts, including the Reserve Account, and the proceeds thereof (collectively, the "Secured Assets"), to secure all of Merchant's obligations under this Agreement. With respect to such security interest, Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law, and in equity, in addition to the security interest in the Secured Assets, Bank shall have a contractual right of setoff against the Secured Assets.

Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action by Bank or notation in the Bank's records, although Bank may enter such set off on its books and records at a later time. Merchant warrants and represents that no other person or entity has a security interest in the Secured Assets. If a bankruptcy proceeding is filed by or against Merchant under the Bankruptcy Code (whether the petition is filed voluntarily and/or involuntarily), it waives any applicable protection related to the automatic stay provisions of 11 U.S.C. §362 (or any replacement section) and consents to an appropriate reserve of funds is being established between the parties pursuant to this Agreement or by Court Order.

39. Modification of Agreement. Except as provided in this Agreement, this Agreement including any addendum or schedule or exhibit hereto shall only be modified or amended by an instrument in writing signed by each party hereto. Any changes, additions, stipulations or deletions, including lining out, by Merchant, except where indicated by a space to be filled in (e.g., the space for Merchant's name and address), shall not be deemed to be agreed to or binding upon Bank unless agreed to in writing in the form of an amendment signed by each party hereto.

40. Headings and Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. Merchant and Bank each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.

41. Authorization. Each of the parties hereto represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement, that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, operating agreement, partnership or joint venture agreement, law, regulation, order or judgment; that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which such party is bound; and, that this Agreement is valid and enforceable in accordance with its terms.

42. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

43. Facsimile Deemed Original. Merchant and Bank agree that any facsimile or other copy of this Agreement evidencing the execution by both parties shall be deemed an original.

44. Member Bank. The Processor and Member Bank may jointly or individually assert or exercise any rights or remedies provided to Bank hereunder. Processor and Member Bank reserve the right to allocate Bank's duties and obligations amongst themselves, as they deem appropriate in their sole discretion. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located at 38 Fountain Square Plaza, Cincinnati, OH 45263. The Member Bank may delegate certain or all of its duties to an affiliate of the Member Bank at any time, without notice to Merchant. The Member Bank may be changed, and its rights and obligations assigned to another party by Bank at any time without notice to Merchant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

FOR VANTIV, LLC and FIFTH THIRD BANK

By: [SIGNED]
Name: John C. Huber
Title: Senior Vice President
Date: 1/13/13

MERCHANT LEGAL NAME: VOGOGO USA INC

By: [SIGNED]
Name: LOUFF GORDON
Title: MANAGING DIRECTOR
Date: JAN 7 / 2013





LARGE MERCHANT PRICE SCHEDULE TO THE BANK CARD MERCHANT AGREEMENT

This Large Merchant Price Schedule shall be a schedule ("Schedule") to the Bank Card Merchant Agreement between Bank and Merchant. As used herein, the term "Agreement" shall have the meaning ascribed to it in the Bank Card Merchant Agreement. Except for the terms defined herein, the capitalized terms herein shall have the same meaning as ascribed to them in the Agreement. In the event of a conflict between the Agreement and this Schedule, this Schedule shall control. Exhibit A and Exhibit B hereto are incorporated into this Schedule by reference.

I. BANK TRANSACTION AND OTHER FEES:

The fees applicable to Merchant shall be assessed by Bank to Merchant on a daily, monthly and/or other periodic basis at the sole reasonable discretion of Bank and which Bank may change from time to time upon notice to Merchant in accordance with Bank's standard operating procedure. As of the execution of this Agreement, Merchant will receive one invoice from Bank and be treated as one entity for all of Merchant's locations combined, except for interchange and certain related fees. Interchange adjustments and certain other third party fees which Bank will assess to Merchant on a location by location basis. However, Merchant acknowledges and agrees that Bank, at its sole option and which Bank may change from time to time upon notice to Merchant in accordance with Bank's standard operating procedure, may assess some or all of the fees in the Agreement to Merchant on a consolidated basis (i.e. all Merchant locations shall be combined and treated as a single entity) and/or some or all of the fees in the Agreement to Merchant on a location by location basis. Bank agrees not to increase Bank's fees for the Services in Section I during the Initial Term. Thereafter, Bank may increase its per transaction fees for the Services in Section I.A. upon 30 days prior written notice by ordinary mail.

A. Transaction Fees:

Transactions shall include but not be limited to sales drafts, authorizations, credits, account verifications, other point of sale of transactions, etc. A sales draft submitted with an authorization is one transaction.

- (i) VISA/MasterCard/Discover (including NOVUS Network)/ American Express/Diners Club/ Carte Blanche Transactions

# of VISA/MasterCard/Discover (including NOVUS Network)/ American Express/Diners Club/Carte Blanche Transactions	\$ per Transaction*
1 - 1,000,000 transactions per year	
1,000,001 - 3,000,000 transactions per year	
3,000,001 - 5,000,000 transactions per year	
5,000,001 - 10,000,000 transactions per year	
10,000,001 and above transactions per year	

(For the purpose of the tier set forth above, the per transaction fee will be determined in accordance with the following. For the first 12 months of the Initial Term (the "First Term Year"), the per transaction fee shall be [redacted]. At the end of the First Term Year, and at the end of each 12-month period thereafter (each, a "Term Year") Bank shall determine, in accordance with its records, the total number of transactions actually processed during the preceding Term Year, and that number of transactions shall determine the per transaction fee assessed for the next Term Year in accordance with the tier set forth above. For example, if the number of transactions actually processed during the first Term Year is 3,550,000, the per transaction fee for the second Term Year shall be [redacted] per transaction. Under no circumstances shall the per transaction fee be adjusted retroactively. Transactions processed on any Diner's Club card presenting the MasterCard logo will be processed and billed as a MasterCard transaction. In the event that Merchant's average ticket amount is greater than that provided by Merchant to Bank, or reasonably anticipated by Bank at the commencement of this Agreement, or in the event that Merchant's processing method differs materially from that reasonably anticipated by Bank at the commencement of this Agreement, Bank reserves the right to increase the per transaction fee assessed to Merchant pursuant to this Section.)

(ii) All Other Transactions Quoted

B. Other Fees:

- (i) Chargeback/Adjustment Processing [redacted] per chargeback/adjustment *

*Does not include any fees related to chargebacks/ adjustments which may be imposed by third parties such as the Associations. This fee applies to prearbitration transactions, compliance cases, and any other transaction that is similar in nature to a chargeback/adjustment

- (ii) Direct, powered by Vantiv Access Fee [redacted]

* Each User ID that is used in a given month, as determined by Bank's records of User IDs which have logged onto Direct, powered by Vantiv during the month, will result in a separate access fee charge. Bank's Direct, powered by Vantiv service is subject to change upon notice in accordance with Bank's standard operating procedure and will be provided in accordance with, and subject to the terms of, the Agreement and Bank's standards.

- (iii) Bank Voice Transaction Surcharge [redacted] / transaction *

*includes operator assisted voice authorizations, Bank's automated digital voice response system ("DVRs"), and other authorization systems used by Merchant and supported by Bank in accordance with its standards. Excludes gift card voice transactions

- (iv) Annual Fee [redacted]

- (v) Wire Transfer [redacted]

- (vi) Compliance and Regulatory Fee [redacted] / year

- (vii) Payment Facilitator Reporting and Settlement Package* [redacted] / Month

*includes Unlimited IDs for Direct, powered by Vantiv, eMAF file, Merchant Boarding file, Merchant Update file, Chargeback, Activity file and BIN file.

- (viii) MID Level Settlement [redacted] / month

- (ix) Aggregator Registration Fee [redacted]

C. Regional and National POS Networks

Merchant agrees to pay Bank a network access fee of \$50.00 per month per Other Network for the following networks. The Bank network access fee is in addition to all other applicable fees in this Schedule and in addition to the fees assessed by the applicable networks.

- Accel/Exchange Network Armed Forces Financial ("AFFN")

Alaska Option Network	Credit Union 24
Fleet One	Interlink
Jeanie	Maestro
Member Access	NetWorks ("NETS")
NYCE	Pulse
Shazam	STAR
Voyager	Wright Express
Electronic Benefits Program ("EBT")	Other Networks

FOR VANTIV, LLC and FIFTH THIRD BANK

By: SIGNED
 Name: John C. Huber
 Title: Senior Vice President
 Date: 1/18/13

II. TELECOMMUNICATION FEES

Merchant agrees to pay Bank all then current telecommunications fees and assessments as imposed by telecommunications services providers, Bank, VISA, MasterCard, Discover, and/or Other Networks in connection with the Services Merchant receives hereunder whether incurred by Merchant, Bank, their affiliates and/or agents. The following telecommunications fees shall be paid by Merchant but are subject to change upon notice to Merchant in accordance with Bank's standard operating procedure, based on increases and/or surcharges by telecommunications service providers, Bank, VISA, MasterCard, Discover and/or Other Networks and such changes shall be automatically effective and immediately payable when assessed by Bank. Unless otherwise indicated herein or in the Agreement, the following telecommunications fees are in addition to transaction fees, and interchange and other third party reimbursements.

MERCHANT LEGAL NAME: VOGOGO USA
 By: SIGNED
 Name: JEFF GORDON
 Title: MANAGING DIRECTOR
 Date: JAN 7 2013

Standard Legal MPS Legal Payment Facilitator VOGOGO USA Inc Bank Card Merchant Agreement - PRICE SCHEDULE - LARGE/MAR/KET 110-12/Clean ver 1-1-13.docx

A. Merchant Host to Bank Host Direct Connect Port Fees:

- (i) Monthly Port Fees
- (ii) Device Fee terminal / month *
 *Merchant POS Terminals Directly Connected to Bank Host
- (iii) Diner's Club/American Express/
 Carte Blanche/ Check Guarantee
 Transactions Surcharge Fee
- (iv) Discover Transactions Surcharge Fee
- (v) Other

III. NETWORK FEES

Merchant agrees to pay Bank all then current fees, fines, assessments, loss allocations and penalties as imposed by the Associations, whether incurred by Merchant, Bank, its affiliates and/or agents. Bank may allocate any such amounts in a manner as it deems advisable in its sole reasonable discretion. The interchange and other fees set forth in Exhibit A and B are, or were, in effect but are subject to change and to surcharges by the applicable Association with such changes and/or surcharges effective as determined by such organizations. Each sales transaction is evaluated separately by the applicable Association to determine the qualifying interchange and other fees. If for any reason any sales transaction submitted on behalf of the Merchant fails to qualify for the lowest interchange or other fees, Bank at its option may charge Merchant for any incremental fees or expenses. Sales transactions occurring at Merchant's locations outside the United States (when supported by Bank at its sole discretion) are subject to additional charges as imposed by the applicable Association which shall be assessed to Merchant pursuant to Exhibit A and/or Exhibit B.

IV. OTHER SERVICES Per the Agreement or Quoted

In the event Merchant rents or purchases any equipment from Bank in connection with the Services, Merchant agrees to abide by all the terms and conditions of Bank's standard Addendum B which is incorporated herein. The parties acknowledge that the Bank Card Merchant Agreement between them, as supplemented by this and other schedules, Addenda and/or Exhibits, set forth the complete and exclusive agreement between the parties with respect to the Services provided.



**SPECIAL AMENDMENT TO THE
BANK CARD MERCHANT AGREEMENT**

This Special Amendment to the Bank Card Merchant Agreement, (the "Agreement") is made among VANTIV, LLC and FIFTH THIRD BANK, an Ohio banking corporation (collectively "Bank") and VOGOGO USA, INC. ("Merchant"). The Agreement shall be amended in the following respects.

- I. Merchant acknowledges and agrees that Merchant will not accept a Sponsored Merchant unless Merchant has followed the Underwriting Guidelines attached as Exhibit A to this Special Amendment, which may be changed by Bank from time to time with notice to Merchant in accordance with Bank's standard operating procedures.
- II. Bank and Merchant acknowledge and agree Merchant is a Payment Service Provider ("PSP") and/or a Payment Facilitator as defined in the Operating Regulations and therefore is subject to the following:
 - Merchant is liable for all acts, omissions, cardholder disputes, and other cardholder customer service-related issues caused by the Merchant's Sponsored Merchants. A Sponsored Merchant is a merchant (including government agencies) that contracts with a PSP and/or Payment Facilitator, as permitted in the Operating Regulations, to obtain payment services.
 - Merchant is financially liable for each transaction.
 - Merchant must not transfer or attempt to transfer its financial liability by asking or requiring cardholders to waive their dispute rights.
 - Merchant is financially liable for transactions entered on behalf of Sponsored Merchants, as well as responsible for any disputed transactions, credits, or customer service-related expenses.
 - Merchant must not deposit transactions on behalf of another merchant, as specified in the portions of the Operating Regulations governing PSPs and Payment Facilitators.
 - Merchant must provide comprehensive lists of names of principals and country of domicile for all of its Sponsored Merchants to Bank and/or to any Association, upon request.
 - Bank reserves the right to require Merchant to immediately terminate a Sponsored Merchant for fraudulent activity or other activities as specified in the Operating Regulations.
 - Merchant agrees to comply with the Visa PSP and MasterCard Payment Facilitator programs.
 - Merchant acknowledges and agrees that each agreement between Merchant and any Sponsored Merchant must contain certain requirements, including but not limited to Card acceptance and website requirements, as specified in the Operating Regulations.
 - Merchant agrees it will only deposit transactions from Sponsored Merchants located in the United States.
 - Merchant agrees it will comply with any additional applicable Operating Regulations related to PSPs.
 - Merchant agrees to amend this Agreement if required to add additional Association requirements.
 - Merchant represents and warrants that, in the event that any Sponsored Merchant is anticipated to process more than [REDACTED] in either Visa and MasterCard transactions in any 12 month period, Merchant will cause such Sponsored Merchant to execute a direct processing agreement with Bank, in the form provided by Bank, and will provide Bank with a copy of such agreement.
 - Bank may refuse to process transactions for any Sponsored Merchant in Bank's reasonable discretion.
 - Merchant agrees that Merchant, and not Bank, shall be responsible for resolving any issues, problems, or disputes with Sponsored Merchants. In addition to any other indemnification obligations set forth in the Agreement, Merchant shall indemnify, defend, and hold harmless Bank, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Bank, its directors, officers, employees, affiliates and agents resulting from or arising

out of any issues, problems, or disputes between Merchant and any Sponsored Merchant. This indemnification shall survive the termination of the Agreement.

Except as otherwise provided in this Amendment, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Bank.

FOR VANTIV, LLC AND FIFTH THIRD BANK

By: SIGNED
Name: John C. Huber
Title: Senior Vice President
Date: 1/19/13

MERCHANT: VOGOGO USA, INC.

By: SIGNED
Name: GEOFF GORDON
Title: MANAGING DIRECTOR
Date: 1/27/2013

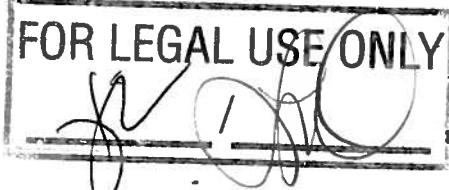
FOR LEGAL USE ONLY


Exhibit A to the Special Amendment Underwriting Guidelines

Before entering into, extending, or renewing an agreement with a Sponsored Merchant, Merchant must verify that the Sponsored Merchant is a bona fide business, has sufficient safeguards in place to protect cardholder and transaction information permitted by the Operating Regulations to be captured from unauthorized disclosure or use, complies with applicable laws, and that each transaction submitted by the Sponsored Merchant will reflect bona fide business between the Sponsored Merchant and a cardholder.

In determining whether the Sponsored Merchant is a bona fide business, the Merchant must verify, at a minimum, that all of the following have been completed:

1. Credit check, background investigations, and reference checks of the Sponsored Merchant. If the credit check raises questions or does not provide sufficient information, the Merchant also must conduct a credit check of:
 - a. the owner, if the entity is a sole proprietor
 - b. the partners, if the entity is a partnership
 - c. the principal shareholders, if the entity is a corporation
2. Inspection of the Sponsored Merchant's premises or web sites and records to ensure that it has the proper facilities, equipment, inventory, agreements, and personnel required and if necessary, license or permit and other capabilities to conduct business. If the entity has more than one set of premises or web site, Merchant must inspect at least one of them.
3. Merchant must retain all records concerning the investigation of any entity with which it has entered into a Sponsored Merchant agreement for a minimum of two years after the date the agreement is terminated or expires.

Merchant shall not solicit or sign agreements with Sponsored Merchants in any of the following categories of "Prohibited Merchants"

- Adult content websites
- Airline
- Collection Agency – merchant may not accept a card as payment for a dishonored check or for an item deemed uncollectible by another merchant.
- Cruise Line
- Credit Counseling
- Credit protection or ID protection services
- Debt Elimination or Reduction Services
- Distressed Property Sales and Marketing.
- Gambling Establishments MCC 7995
- No card present Tobacco sales.
- No card present Pharmaceuticals
- Multi-level marketing programs
- Rebate or upsell programs
- Timeshare resale's and related marketing.

Exhibit A to the Special Amendment Underwriting Guidelines

- Any merchant selling goods or services that represent a violation of any law
- Any merchant operating outside the United States
- Sub-Merchant submitting sales for payment that resulted from another commercial entity providing goods or services to the cardholder
- A merchant may not accept a card at a scrip-dispensing terminal
- Buyer clubs/membership clubs
- MCC 5966 – Outbound telemarketing
- MCC 5967 – Inbound telemarketing (videotext services)
- MCC 5968 – Direct Marketing: Continuity or Subscription services