

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made effective as of the date set forth below by and between Commerce Technologies Corporation dba E-Commerce Exchange Los Angeles and IMS of CTC, located at 909 North Sepulveda Blvd., Suite 480, El Segundo, CA 90245 (“CTC”) and the entity and/or individual whose name and address are set forth below on the signature page for this Agreement (hereinafter referred to as “Independent Contractor”).

RECITALS

WHEREAS, Independent Contractor engages in the business of marketing services to business entities that accept credit cards as payment for goods and services;

WHEREAS, CTC wishes to expand its market share by retaining Independent Contractor to assist in marketing its credit card, debit card, EBT, gift card, loyalty card, leasing, ACH, POS equipment, software and related good and services (the “CTC Services”) and Independent Contractor wishes to undertake certain duties and responsibilities for marketing the CTC Services; and

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

AGREEMENT

SECTION ONE – MARKETING THE CTC SERVICES

1.01. Appointment. Subject to the terms and conditions of this Agreement, CTC hereby appoints Independent Contractor as a non-exclusive reseller of the CTC Services. In connection with such appointment, CTC grants Independent Contractor a non-exclusive and non-transferable right to promote, market and solicit orders for the CTC Services from businesses wishing to utilize the CTC Services (“Merchants”). Independent Contractor shall identify prospective Merchants that meet CTC’s criteria as set forth in this Agreement and its general policies and procedures. Independent Contractor will obtain all information and documentation reasonably required by CTC. Independent Contractor shall promptly provide CTC with the current address of each of its offices and the offices of its agents.

1.02. Approval of Merchants. Independent Contractor acknowledges that all Merchants are to be approved by CTC and its vendors in their sole discretion and Merchants will be able to utilize the CTC Services effective only upon such approval. Therefore, Independent Contractor will not make any promise to or create any impression with a prospective Merchant that it will be approved prior to review and approval. Further, Independent Contractor acknowledges that all aspects of the CTC Services are subject to the management and approval of CTC and its vendors and Independent Contractor shall make no representations to the contrary.

1.03. CTC Services Agreement. Merchants will be presented by CTC or Independent Contractor with an online or written application and/or agreement that will govern the relationship between the Merchants, CTC and its vendors in regard to the CTC Services (“Merchant Agreement”). Independent Contractor shall use only that form of Merchant Agreement that has been approved and supplied by CTC. Independent Contractor shall not make any changes or modifications to any Merchant Agreement without the prior written consent of CTC. CTC reserves the right to amend or change in any manner the agreements between Merchants, CTC, and its vendors to be used by Independent Contractor, including changes to any and all fees due from Merchants.

1.04. Acceptable Merchants. Independent Contractor shall market the CTC Services only to bona fide and lawful businesses and in accordance with CTC's and its vendors' policies, procedures and standards and this Agreement. Further, Independent Contractor shall promptly notify CTC in writing of any adverse information that Independent Contractor receives 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.

1.05. Independent Contractors. The relationship of CTC and Independent Contractor is that of independent contractors. Neither Independent Contractor nor Independent Contractor's employees, consultants, contractors or agents are agents, employees, partners or joint ventures of CTC, nor do they have any authority to bind CTC by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

1.06. Compliance With Laws/Marketing Materials. Independent Contractor agrees to comply with the rules and regulations of the Visa, MasterCard, Discover, American Express and all other such associations, as they may exist from time to time, and the rules and regulations of any debit network or federal or state department or agency having jurisdiction over the activities of CTC or Independent Contractor ("Rules"). In the event of any inconsistency between any provision of this Agreement and the Rules, the Rules shall govern. Independent Contractor hereby agrees to accept and abide by any amendments and revisions to the Rules. Independent Contractor will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to the CTC Services. Independent Contractor shall use only those marketing and promotional materials that comply with the Rules and all United States, state, local and any other applicable laws or regulations.

1.07. Independent Contractor Covenants. Independent Contractor will: (i) conduct business in a manner that reflects favorably at all times on the CTC Services and the good name, good will and reputation of CTC; (ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to CTC, the CTC Services or the public; (iii) make no false or misleading representations with regard to CTC or the CTC Services; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to CTC or the CTC Services; (v) promote proper use of CTC Services, and (v) make no representation, warranties or guarantees to potential Merchants with respect to the specifications, features or capabilities of the CTC Services that are inconsistent with the literature distributed by CTC.

1.08. Registration. (a) In the event that Independent Contractor chooses to market the CTC Services under Independent Contractor's own company name or brand, Independent Contractor will request that CTC provide access to registration. Independent Contractor acknowledges that authorization for registration as an ISO (Visa) or MSP (MasterCard) is at the discretion of CTC's vendors. Independent Contractor agrees that CTC is not responsible for Independent Contractor's acceptability as an ISO or MSP and that CTC will only act as a conduit to assist Independent Contractor in the registration process. In the event that Independent Contractor's application for ISO or MSP status is denied, Independent Contractor acknowledges that this Agreement shall remain valid.

(b) Independent Contractor agrees and understands that in the event Independent Contractor does not become a registered ISO/MSP that Independent Contractor **MUST** market all CTC Services under one of CTC's brand names. In such case, Independent Contractor shall answer all phones and present business cards, letterhead, brochures, marketing materials and especially its website under the "E-Commerce Exchange" name or any other name that CTC may market under. It is imperative that

Independent Contractor is doing business under CTC's brand name in the marketplace. If it does not, Independent Contractor could be subject to fines starting at a minimum of \$50,000.00.

(c) Independent Contractor's shall not alter any merchant application or agreement, including, but not limited to, by removing any logos or identifying information.

(d) Independent Contractor shall ensure that any entity hired by Independent Contractor to perform sales for Independent Contractor shall execute documents and become registered representatives of CTC prior to marketing CTC Services.

1.09. Use of the Marks. Independent Contractor may use the trademarks and service marks of CTC, Visa, MasterCard, Discover, American Express and all other such associations (the "Marks") only in promoting the CTC Services in conformance with the Rules subject to the sole discretion and approval of CTC. Upon termination of this Agreement, Independent Contractor agrees that it shall no longer use the Marks or anything similar thereto. Notwithstanding anything to the contrary contained herein, nothing stated herein shall be construed as granting Independent Contractor any right, title and interest in and to the Marks or the goodwill associated therewith, and Independent Contractor acknowledges that it will not, at any time, during or subsequent to the term of this Agreement, do or cause to be done, any act or thing contesting or in any way impairing or intending to impair any part of the right, title and interest and the goodwill represented by the Marks or impugn in any fashion the reputation of CTC or attack the validity of the Marks.

SECTION TWO – THE SERVICE

2.01. Exclusive Services. During the term of this Agreement, Independent Contractor, its principals and its affiliates shall not enter into any agreement to solicit Merchants for the merchant-acquiring program of any bank or financial institution other than CTC, including a direct relationship with any of CTC's vendors, without CTC's prior written consent, nor shall Independent Contractor, its principals or any of its affiliates enter into any relationship with any organization or entity that would effect an indirect relationship with any such bank or financial institution.

2.02. Ownership of Merchant Agreements and the Merchant Program. Independent Contractor acknowledges and agrees that it will have no equity interest, ownership, or other rights in any Merchant Agreement or in the CTC Services provided. Further, Independent Contractor acknowledges and agrees that all Merchant Agreements, Merchant records, documentation, and the information contained therein are the property of and are owned by the CTC and/or its vendors.

SECTION THREE – PAYMENT OF FEES

3.01. Fees. During any period of time in which this Agreement remains in full force and effect, compensation to Independent Contractor will be paid as set forth in the attached Exhibit A which is made a part of this Agreement. The compensation plan set forth in Exhibit A shall be held in strict confidence by Independent Contractor. CTC shall have the right to change the compensation plan as set forth in Exhibit A at any time in its sole discretion by providing ten (10) days notice to Independent Contractor. Independent Contractor authorizes CTC to deposit funds directly into Independent Contractor's authorized bank deposit account, and CTC will automatically deduct all amounts for Independent Contractor's obligations under this Agreement. CTC shall only have to pay Independent Contractor the amounts due to it under this Agreement if CTC is paid by its vendors. If CTC is not paid any amounts dues by its vendors, it has no duty or obligation to pay any corresponding monies to Independent Contractor. Independent Contractor shall have sixty (60) days from the receipt of any compensation or

residuals to notify CTC of any errors in payment of compensation or residuals. If Independent Contractor does not notify CTC within the sixty (60) day time period, Independent Contractor shall be deemed to have accepted without question such residual or compensation payment and may not in the future contest the amount it was paid or seek reimbursement for any discrepancies. Upon receipt of notice, CTC shall have thirty (30) days to correct any errors.

3.02. Offset Rights, Security Interests. CTC shall have the right of offset against any funds credited to or owing from CTC to Independent Contractor for any obligation of Independent Contractor to CTC, including, without limitation, obligations of Independent Contractor under this Agreement. This right of offset may be exercised by CTC at any time and without notice to Independent Contractor whether or not the obligations of Independent Contractor to CTC are then due. If CTC is charged back amounts previously funded by leasing company, Independent Contractor agrees that Independent Contractor is solely responsible for repayment in full of any amounts charged back by the leasing company and any penalties. If the Merchant's bank account rejects fees or otherwise Merchant does not pay to CTC any fees due in association with the Merchant Agreements, whereby CTC has paid residuals to Independent Contractor, Independent Contractor shall be liable for repayment to CTC any residuals previously paid to Independent Contractor.

SECTION FOUR – TERM AND TERMINATION

4.01. Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first 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.

4.02. Default. Either party shall have the right to terminate this Agreement at any time if:

(a) the other party breaches any of the provisions of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice thereof from the non-breaching party; or

(b) the other party (i) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (ii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or assignment or composition for the benefit of creditors.

4.03. Failure to Comply with Rules. CTC may immediately terminate this Agreement for any material default knowingly or intentionally caused by Independent Contractor with respect to its obligations to comply with CTC policies or rules if CTC reasonably determines that the default is of such a serious nature that an opportunity to cure such default is not practical or warranted. CTC may, at its sole discretion, effect such termination upon delivery of written notice to Independent Contractor without regard to any provisions for cure of default.

4.04. Regulatory Demand. If Visa, MasterCard, NACHA or any federal, state or other type of regulatory agency having jurisdiction over the subject matter of this Agreement makes a demand that either CTC or any of its vendors discontinue or substantially modify any of the CTC Services, 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.

4.05. Termination by CTC. CTC may cancel this Agreement for any reason, or no reason at all, by providing Independent Contractor with seven (7) days notice.

4.06. Compensation to Independent Contractor Following Termination. Unless this Agreement is terminated for the reasons as set forth in sections 4.02, 4.03, 4.04 or 4.06, CTC agrees to make payments to Independent Contractor as set forth in this Agreement for any Merchant obtained by CTC through Independent Contractor's performance of this Agreement for any period of time during which such Merchant continues to generate revenue to CTC. CTC shall have no further obligation to make any payments to Independent Contractor under this Agreement once Independent Contractor's monthly payment falls below two hundred dollars (\$100.00).

4.07. Termination of Compensation. If this Agreement is terminated by CTC under sections 4.02, 4.03 or 4.04 or Independent Contractor breaches this Agreement or any of the representations or warranties herein, CTC shall have no further obligations for payment of any compensation to Independent Contractor under this Agreement.

SECTION FIVE - OBLIGATIONS.

5.01. Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the CTC Services 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 the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party'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 receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5.02. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party, its employees, members, directors, 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 party or any employee, agent or affiliate of the party to comply with the terms of this Agreement; (ii) any warranty or representation made by the party being false or misleading; (iii) any representation or warranty made by the party or any employee or agent of the party to any third person other than as specifically authorized by this Agreement, (iv) the manner or method in which the party performs its services pursuant to this Agreement, (v) negligence of the party or

its subcontractors, agents or employees, or (vi) any alleged or actual violations by the party or its subcontractors, employees or agents of any governmental laws, regulations or rules.

5.03. Disclaimer of All Warranties. THE CTC SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. CTC DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO INDEPENDENT CONTRACTOR 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 CTC OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF CTC OBLIGATIONS.

5.04. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR 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 CTC SERVICES, 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), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.05. Taxes. Independent Contractor shall pay, indemnify and hold CTC harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on CTC's income, and (ii) all government permit fees, customs fees and similar fees which CTC may incur with respect to this Agreement. Such taxes, fees and duties paid by Independent Contractor shall not be considered a part of, a deduction from, or an offset against, payments due to CTC hereunder.

5.06. Independent Contractor represents and warrants to CTC as follows:

(a) Independent Contractor has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Independent Contractor in accordance with its terms and no provision requiring Independent Contractor's performance is in conflict with Independent Contractor's obligations under any charter or any other agreement (of whatever form or subject) to which Independent Contractor is a party or by which it is bound.

(b) If other than a sole proprietorship, Independent Contractor 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 Contractor's business make such authorization necessary or required.

(c) Except as otherwise disclosed in writing by Independent Contractor to CTC on or before the effectiveness of this Agreement, neither Independent Contractor nor any principal has been subject to any (i) criminal conviction (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.

5.07. Audit Rights. CTC shall have the right, at its sole cost and expense, to have an independent certified public accountant, conduct during normal business hours and upon reasonable notice, an audit of the appropriate records of Independent Contractor.

5.08. Non-Solicitation of Merchants. Without CTC's prior written consent (which consent may be withheld in CTC sole and absolute discretion), Independent Contractor shall not knowingly cause or permit any of their employees, agents, principals, affiliates, subsidiaries or any other person or entity (i) to solicit or provide services that compete with the CTC Services to any Merchant that has been accepted by CTC; (ii) to solicit or otherwise cause any Merchant that has been accepted by CTC or its vendors to terminate its participation in any of the CTC Services; or (iii) to solicit or market services to any Merchant that is already directly or indirectly provided any of the CTC Services by CTC, whether or not such are provided under the terms of this Agreement. This section shall apply during the term of this Agreement and for five (5) years after any termination, cancellation or expiration of this Agreement. Independent Contractor will remain responsible for resulting damages from such prohibited solicitation.

5.09. Non-Solicitation. (a) During the period that this Agreement is in effect and for the five (5) year period immediately following termination of this Agreement, Independent Contractor shall not directly or indirectly through another entity (i) induce or attempt to induce any employee of, or consultant to, CTC or its subsidiaries to leave the employ of, or consultancy to, CTC or its subsidiaries, or in any way interfere with the relationship between CTC or its subsidiaries and any employee or consultant thereof, (ii) hire any person who was an employee of, or consultant to, CTC 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 CTC 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 or service any customer, referral partner, affiliate, agent, supplier, licensee, licensor, consultant, contractor or other business relation of CTC or its respective subsidiaries in order to induce or attempt to induce such person to cease doing business with CTC 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 CTC or its subsidiaries (including, without limitation, making any negative statements or communications about CTC or its subsidiaries); or (iv) call on, solicit, or take away or attempt to call on, solicit, or take away any of CTC's customers referral partners, affiliates, agents and vendors on whom Independent Contractor called or with whom Independent Contractor became acquainted during its contractual relationship with CTC, either on its behalf or that of other person, firm, or corporation.

(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 Contractor agrees that the Protective Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of CTC's businesses and agrees not to challenge the validity or enforceability of the Protective Covenants.

5.10. 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, CTC grants no right or license to Independent Contractor by implication, estoppel or otherwise to the CTC Services or any Intellectual Property Rights of CTC. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of CTC, in the CTC Services) and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. CTC (and not Independent Contractor) shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for the CTC Services and any Intellectual Property Rights incorporated therein. Independent Contractor will cooperate with CTC in pursuing such protection, including without limitation executing and delivering to CTC such instruments as may be required to register or perfect CTC's interests in any Intellectual Property Rights and any assignments thereof. Independent Contractor 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 CTC in connection with this Agreement.

SECTION SIX - GENERAL PROVISIONS

6.01. 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.

6.02. 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.

6.03. 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.

6.04. Assignment. Neither party shall 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 the other party; provided, however, CTC may assign this Agreement and its rights hereunder to a purchaser of all or substantially all of its assets or equity. Notwithstanding any other provisions in this Agreement, Independent Contractor, if an individual, upon the occurrence of his/her death may pass on his/her rights to residuals under this Agreement by will, trust or any other method to anyone she/he chooses in his/her sole and absolute discretion. Notwithstanding any other provisions in this Agreement, Independent Contractor may assign or sell its rights to its compensation under this Agreement to a third party; provided however, CTC shall first have the right to purchase such compensation rights from Independent Contractor. In the event Independent Contractor seeks to sell its right to compensation to a third party, it shall provide CTC with written notice of the material terms of the third party offer, and CTC shall have 30 days within which to notify Independent Contractor if it will match said third party offer. If CTC elects to match the third party offer, Independent Contractor shall sell its rights to compensation to CTC. In the event CTC does not elect to exercise this right of first refusal, Independent Contractor may sell Independent Contractor's compensation to the third party offeror on the same terms and conditions as set forth in the written notice to CTC.

6.05. Amendments. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a written agreement signed by both parties.

6.06. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), or first class mail, postage prepaid, sent to the addresses set forth herein.

6.07. 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.

6.08. 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 counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile 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.

6.09. 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. Dispute Resolution. All disputes arising under or in connection with the Agreement will initially be referred to the senior executives of each party. The senior executives will use their best efforts to resolve the dispute informally and amicably. If, after negotiating for thirty (30) days (or for some longer period if the parties agree), no resolution of the dispute is reached by the senior executives, the parties will submit the dispute to binding arbitration in Los Angeles County, California pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the procedures set forth in paragraph 6.11.

6.11. Arbitration. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by final and binding arbitration. The arbitration will take place in Los Angeles County, California, and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a panel of three arbitrators in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. Following notice of a party's election to require arbitration, each party will, within thirty (30) days, select one arbitrator; and those two arbitrators will, within thirty (30) days thereafter, select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within thirty (30) days, the AAA will, within thirty (30) days thereafter, select the third arbitrator. The decision of the arbitrators will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrators will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

6.12. Jurisdiction; Venue; Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based

upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in Los Angeles County, California. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

6.13. 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

6.14. Guaranty. Independent Contractor and the principal(s) of Independent Contractor (collectively, "Guarantors") hereby jointly and severally guarantee indefeasible payment and performance of all obligations (the "Obligations") of Independent Contractor and principals under this Agreement, as hereafter amended. Guarantors' obligations under this section are independent of Independent Contractor's and principals' obligations, and a separate action may be brought against Guarantors, whether or not Independent Contractor or principals be joined in such action. Guarantors authorize CTC, without notice, from time to time and without affecting Guarantors' liability, to modify the Obligations. Guarantors waive: any right to require CTC to proceed against a Guarantors or pursue any other remedy; any defense arising by reason of any disability or other defense of Independent Contractor or any principal, or cessation from any cause of Independent Contractor's or any principal's liability; any claim that Guarantors' obligations exceed Independent Contractor's or any principal's; until the Obligations have been paid and performed in full, all rights of subrogation and contribution; and any right to enforce any remedy of CTC against Independent Contractor or any principal. Guarantors acknowledge that Guarantors shall have sole responsibility for obtaining from Independent Contractor 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.

6.15. Survival. All representations, covenants and warranties shall survive the execution of this Agreement, and sections 1.09, 2.01, 2.02, 3.02, 4.06, 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, 5.09, 6.10, 6.11, 6.12, 6.13 and 6.14 shall survive termination of this Agreement.

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

Commerce Technologies Corporation
dba E-Commerce Exchange

Independent Contractor

By: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Principal's signatures as individual guarantors

Signatory's Name: _____

Signature: _____

Title: _____

Signature: _____

EXHIBIT A

I. COMMISSIONS: EQUIPMENT AND SOFTWARE SALES, SETUP and APPLICATION FEES: (including reprograms):

Commissions will only be paid if collected from the Merchants and CTC's vendors and will be paid three business days after the 15th or next previous business day and the last business day of the month provided all necessary reports needed in the calculations have been received by CTC and the merchant passes the CTC funding criteria. Independent Contractor shall be paid the "Net Income" for each Merchant as calculated on commission schedules, costs of goods and related items as set forth in the Partner Portal. "Net Income" equals revenue received by CTC attributable to Merchants submitted by Independent Contractor to CTC less the costs of goods as set forth, taking into account the various commissions percentages and all other relevant items as set forth less any amounts owed to CTC under this Agreement. No products may be sold at or below our buy rates without prior approval.

Independent Contractor may choose any of the commission levels as set forth below on an individual account basis. CTC reserves the right to change commission percentages based upon Independent Contractor's participation in the sales and customer support process.

A. Independent Contractor will be paid based on our affiliate commission structure at www.firstaffiliates.com when the applications, merchant agreements and associated documents are completed by a CTC sales employee. All customer service, technical support, and merchant retention provided by CTC with Independent Contractor not involved after referral.

B. Independent Contractor will be paid 60% of the Net Income where the applications, merchant agreements and associated documents are completed by Independent Contractor, CTC support staff or through our customized IC on-line application. Most customer service, technical support, and merchant retention provided by CTC with Independent Contractor to provide reasonable assistance as required.

II. RESIDUAL COMPENSATION

Residual compensation will only be paid if collected from the Merchants and CTC's vendors and will be paid three business days after the fifteenth or next previous business day of the second month following the month of collection provided all necessary reports needed in the calculations have been received by CTC. Independent Contractor shall be paid the "Net Income" for each Merchant as calculated on buy rate schedules, costs of goods and related items as set forth in the Partner Portal. "Net Income" equals revenue received by CTC attributable to Merchants submitted by Independent Contractor to CTC less the costs of service set forth in the residual report, taking into account the various commissions percentages and all other relevant items as set forth below less any amounts owed to CTC under this Agreement. No fees may be sold at or below our buy rates without prior approval.

Independent Contractor shall be paid based on the commission rates at www.firstaffiliates.com if Independent contractor is being paid at the **I-A.** commission level above or, provided at least one (1) approved funding was submitted or there is at least one hundred dollars (\$100.00) in total residuals due during the month residual payment is due, thirty percent (30%) of the net residual paid to CTC by its vendors if Independent Contractor is being paid at the **I-B.** commission level.