

VENDOR AGREEMENT

This Agreement is entered into on start date above 2015 ("Effective Date") by and between and **Midas Techs** and its Group of Companies (*together known as **MTcorp***) at 511 Avenue Of The Americas, Suite 95 New York City, NY 10011 , a USA company, and the company (Company) listed in the data set and the blank below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

 COMPANY NAME & **Midas Techs and affiliated companies**

I AGREE TO THE CONTENTS OF THIS ENTIRE AGREEMENT:

BY: _____

(sign above)

PRINTED NAME: _____

Date: _____

BY: _____

(sign above)

printed name: Pete Bragansa

DATE: _____

Please email from official company address.

INSTRUCTIONS: SIGN ABOVE AND EMAIL SCANNED COPY OF CURRENT GOVERNMENT ISSUED IDENTIFICATION TO centers@midastechs.com

DATA SET

TERMS

WHEREAS, Company and its employees, such as Sales Agents and Technicians, Manager, intend to market MTcorp products, as permitted by law and the MasterCard and Visa etc. and regulations; and

WHEREAS, Company desires to act as a non- exclusive marketer of the Services to qualified business and cardholder accounts.

The parties hereby agree as follows:

1. MTcorp hereby appoints Company, and Company hereby accepts appointment, as a non exclusive marketer of the MTcorp Services to qualified businesses and cardholders.

- A. Company will provide training and sales support, in other documents to Company, which Company shall make known to its employees before beginning sales. These documents include a Rules section (Appendix A) which will dictate acceptable and unacceptable behavior and procedures of Company staff. Company agrees to the terms and procedures of Appendix A. Any breach of Rules can result in termination of this agreement. A breach will be reported to Company by MTcorp immediately in writing before termination occurs.
- B. In connection with Company's use of certain promotional materials with respect to the MTcorp Services, MTcorp grants to Company a nonexclusive, nontransferable right and license to use solely as set forth below certain words and designs used by MTcorp (*and owned by MTcorp*), which words and designs shall be identified by MTcorp in writing (*the "MTcorp Marks"*).
- C. Company has paid no consideration for use of the MTcorp Marks and shall have no equitable or legal right, title or interest in or to the MTcorp Marks. All right, title and interest in and to the MTcorp Marks shall remain in MTcorp. Company's right to use the MTcorp Marks as set forth herein shall cease upon expiration or termination of this Agreement.

2. Limitation of Liability; Indemnification.

1. Both parties' cumulative liability to the other party for all losses, claims, suits, controversies, breaches or damages ("*Claims*") arising out of or related to this Agreement, for any cause whatsoever and regardless of the form of action or legal theory, shall not exceed the fees paid to Company hereunder during the twelve months (*or such lesser period*) prior to the date of occurrence of such Claims. Both parties understand the limitation on damages set forth in this Section to be a reasonable allocation of risk and expressly consent with respect to such allocation of risk.
2. Notwithstanding anything in this Agreement to the contrary, in no event shall either party, its affiliates or any of its or their directors, officers, employees, agents or representatives be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect or consequential damages,

each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether either party or any entity has been advised of the possibility of such damages.

3. Each business and cardholder shall contract directly with MTcorp and its issuing bank for bankcard processing services.
4. Company makes no express or implied representation so that the customer is under no impression at any time that MTcorp is a subsidiary or has been authorized to call on behalf of any well known companies in this arena.

3. **TERM**

1. This Agreement shall be effective for a period of three (3) years from the Effective Date.
2. This Agreement shall be automatically renewed for successive one year terms unless one party gives written notice of termination to the other party at least sixty (60) days prior to the effective renewal date.
3. Company must process everyday except local government holidays. Company must notify MTcorp at least 10 Days prior to any stoppage in processing sales or decrease sales by more than 80% from 30 day volume average.
4. Upon thirty days prior written notice, MTcorp may terminate this Agreement for cause. **"For cause"** means any material breach of the terms of this Agreement that is not remedied within ten (10) days of delivery of written notice of such breach by the nonbreaching party.

4. **PAYMENT**

Assuming compliance with this Agreement, MTcorp and Company agree to payment terms which are paid on gross bank deposits from sales by Company, also called commission, per the table below:

Commission Structure Table

78% based on sales initiated by Company for volume over \$5,000+ per day
75 % on \$3000 to 4999 "
73.5 % on \$3000 and less "
71 % on \$2999 and less "

Payout schedule: Paid Fridays weekly. 8 Business Days After Capture Of last sale in.
OneSale Periods start Wednesdays and end Tuesdays.

Payout requirements: Company is required to process every day of the week without stopping. Company is required to process at least \$13,000 in gross sales per wire period (usually a week, first period 10 days).

CHARGEBACKS FEE

Each chargeback will incur a fee of \$60. Company and its agents agrees to avoid these at all costs. All Chargebacks and Refunds will be adjusted with the subsequent payouts.

REFUND FEES

If Company incurs these, they will be charged processing fee of 10 % extra of the transaction . Example: \$100 order gets refunded, Company is charged \$10 for each \$100 refunded.

- **ACCOUNTING AND SALES VERIFICATION:**

Accounting of orders and payment of sales commission and other payments will be performed every 48 business hours; however, first week this schedule will be friday for previous week's sales. Payment cycle: depending on volume, we can wire twice or three times per week or more.

Payment Gateway is US and offshore Based. Visa, Mastercard, Amex, Discover and checks (US and Canada) accepted for All countries.

Prior to receiving commission payment: Company will email MTcorp invoices for specific customer sales.

Company will provide order information including customer name and sales agent, technician name and hours and work performed by technician. Wires and other payments are daily after verification by MTcorp. Company will provide MTcorp with invoices for specific customer sales.

Any sale that cannot be verified or is disputed will not be paid out and will be refunded immediately.

Company will provide all required information to verify orders as quickly as possible.

MTcorp shall use bank wires or other methods, such as Paypal to pay Company. Company will provide MTcorp with banking coordinates for wires.

Wire Fee: \$40 (cost at bank).

Company will always know balance for commission, as we have a live spreadsheet for each center/partner with accounting. Prior to receiving commission payment: Company will provide invoices for specific customer sales.

5. CONFIDENTIALITY

1. Company agrees that it shall regard and treat each item of information or data constituting Confidential Information received directly or indirectly from MTcorp as strictly confidential and wholly owned by the other Party and that you nor any staff or associate Company will not, for any reason or in any manner, either directly or indirectly, use, sell, lend, lease, distribute, license, give, transfer, assign, show, disclose, disseminate, reproduce, copy, appropriate or otherwise communicate any such item of information or data to any person or Entity for any purpose other than strictly in accordance with the express terms of this Agreement or any other written agreement between you and Company.
2. You nor Company shall not utilize above Confidential Information or Trade Secrets to engage in any activity which is competitive to the other, or which assists others to engage in such competitive activities, for so long as such Confidential Information or Trade Secrets are subject to this Agreement.

6. MISCELLANEOUS

1. No party to this Agreement may assign its rights under this Agreement to a third party without the prior written consent of the other party.
2. All notices, requests, demands and other communications under this Agreement shall be in writing.
3. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter that is contained herein. If either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance shall be deferred for a period of time equal to the time lost by the delay or inability to perform due to such factor beyond their control.
4. The parties are acting as independent contractors, and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement does not constitute either party as the agent or legal representative of the other party and does not create a partnership or joint venture between the parties. Neither party shall have any authority to act for the other party in any agency or other capacity, to make commitments of any kind for the account of, or on behalf of, the other party or to contract for or bind the other party in any manner whatsoever.
5. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to its principles of conflict of laws. The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, shall be filed and heard only in the state or federal courts located in New York, NY. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction or venue that it may

have under the laws of the State of New York or otherwise in those courts in any suit, action, or proceeding.

This Agreement may be executed in counterparts and by facsimile, and each such counterpart shall be deemed an original, and all such counterparts together shall be deemed one and the same agreement.

TECHNICAL SUPPORT ADDENDUM

Company represents and warrants each of the following:

..

Company is engaged in the business of offering technical support services and has obtained, and throughout the term of the Agreement will maintain, all local, state, and federal licenses, registrations, and approvals required to conduct such business.

- All technical support services for which Company charges any customer will be provided only by the Company, and will not be referred, re-directed, or outsourced to any third party.

..Company understands, currently fully complies with, and during the term of the Agreement, will fully comply with all relevant provisions of all of the following as amended from time to time:

Section 5 of the Federal Trade Commission Act, 15 U.S.C. §45;1

the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. §6101, et seq. ("TCFAPA") and all regulations implementing the TCFAPA including without limitation the Telemarketing Sales Rule, 16 C.F.R. § 310.1, et seq.;² the Telephone Consumer Protection Act, 47 U.S.C. §227, et seq. ("TCPA") and all regulations implementing the TCPA including without limitation 47 C.F.R. §64.1200, et seq.;

the Electronic Funds Transfer Act, 15 U.S.C. § 1693, et seq. ("EFTA") and all regulations implementing the EFTA including without limitation Regulation E, 12 C.F.R. §1005.1, et seq.;

the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §7001, et seq.; and

all other applicable federal, state, and local laws, rules and regulations including, without limitation, those referring, relating or pertaining to the foregoing, consumer privacy and protection, credit, lending, finance, usury, and banking, and with the Rules (as defined in Section 1 of the Agreement).

..Company will immediately notify MTcorp in writing of any inquiry, investigation, complaint, charge, subpoena, claim, request for information, judgment, injunction, restraining order, cease and desist order, any similar judicial, quasi-judicial, administrative, or executive order, or any license or permit revocation or cancellation, by any local, state or federal law enforcement or regulatory agency, entity, or official in connection with or relating to Company's business including without limitation any complaints, charges or claims against Company by any customers of Company or by any local, state or federal official.

Company will also indemnify and hold MTcorp harmless from and against any and all losses, costs, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from or incurred in connection with any breach of the Agreement including and as modified by this Addendum, and/or

resulting from or incurred in connection with any inquiry, investigation, complaint, charge, subpoena, claim, or request for information of or against Company, or against or involving MTcorp or Bank in connection with Company, by any local, state or federal law enforcement or regulatory agency in connection with or relating to Company's business including without limitation any complaints, charges or claims by any customers of Company or by any local, state or federal official.

Company understands that MTcorp may terminate the Agreement effective immediately in the event of any breach of this addendum or as otherwise set forth in the Agreement.

APPENDIX A

PLEASE REVIEW AND DISSEMINATE ALL PROCESS RULES AND PROCEDURES

1. COMPANY CONTACT INFO. AND IDENTITY VERIFICATION

a. company will provide

2. Conversation And Questionnaire

Prior to starting sales, Company call center manager agrees to have a minimum 10 minute voice conversation about the agreement with a member MTcorp staff and to fill out a questionnaire detailing their order process.

3. COMPANY REFERENCES AND LICENSES

Company will provide two (2) business references from reputable and established companies or vendors prior to starting.

4. INBOUND / ETHICAL MARKETING ONLY

- Midas Techs only allows ethical and legal marketing to be done. No Outbound Marketing fake issues allowed. Also inbound calls that are not allowed are phishing, pop up calls, or any other deceptive pitches or scam type of calls. Pop up calls may be used if they are soft pop ups
- No pop ups allowed saying "your computer is messed up", or "You have a virus, call this number." or "This is Microsoft, call us to set up this software." No misrepresentation of brands or issues happening on customer devices, no false alarms or making up stories, pop ups. Please confirm that you will not use this type of marketing on sales which you will put in through our gateways.
- *No unethical selling*

For example, Company and its agents agrees to not try to get customer to pay \$800 and then immediately drop the price significantly when customer says that he wouldn't pay

that; or *"...someone from our company sells a customer virus protection for \$99 2 weeks ago but the virus protection expired 3 months ago etc."*

- *The customer never should feel like agents are trying to swindle them*

If any agent or ex-agent from your company calls customers and causes a refund or chargeback, you will be charged a \$100 fee per incident. do not let your agents see the customer contact information..