

Elo PayPoint Authorized Reseller Program Agreement

This Elo PayPoint Authorized Reseller Program Agreement (as may be amended from time to time, the “**Agreement**”) is entered into as of the Effective Date (set forth above) between Elo Touch Solutions, Inc., headquartered at 1033 McCarthy Blvd., Milpitas, California 95035 (including through any of its subsidiaries, collectively, “**Elo**”) and the “**Participant**” named in the signature line below for itself and on behalf of its Affiliates.

WHEREAS Elo has developed and sells the Elo PayPoint Register (as defined below) and provides Elo PayPoint Solution services for Merchants; and

WHEREAS Participant would like to solicit Merchants to subscribe to the Elo PayPoint Solution; and

WHEREAS Elo agrees to allow Participant to sell the Elo PayPoint Register to Merchants, to solicit Merchants subscribe and maintain the Elo PayPoint Solution (as defined below), and receive a commission therefore under the terms and conditions of this Agreement;

NOW THEREFORE the parties hereto agree as follows:

1. **Definitions.** The capitalized terms below shall have the meaning given to them below when used herein:
 - a. “**Added Value**” means the non-Elo component or portion of a product related offering by Participant to Merchants, including service offerings of third parties provided by Participant. Examples of Added Value are pre-sales and post-sales service, configuration, trouble-shooting, and support and the sale of complementary products and services. Participant acknowledges that tele-sales, catalog sales, and sales over the Internet do not include Added Value if inbound communications from the prospective Merchant purchaser were exclusively prompted by something other than interaction between Participant’s sales representative and such prospective Merchant.
 - b. “**Affiliate**” means any entity that now or hereafter controls, is controlled by or is under common control with a specified entity, where “control” means beneficial ownership, directly or indirectly, of more than 50% of the outstanding shares or other ownership interest (representing the right to elect directors or other managing authority or the right to make the decisions for such entity, as applicable), only for so long as such control exists.
 - c. “**Authorized Source**” means a point-of-sale distributor that is authorized by Elo to redistribute the Elo PayPoint Register within the Territory to Participant.
 - d. “**Confidential Information**” means any information of a confidential or proprietary nature obtained from Elo or at Elo’s request or direction and any information obtained from or provided by Elo or at its request or direction, which is not readily available to others in the public domain. Confidential Information includes, but is not limited to, pricing and discounting information, end-user information, roadmaps, benchmark information, specifications, supplier information, market definitions, business and financial plans and the terms of this Agreement.
 - e. “**Commission**” means the fee received by Participant from Elo hereunder in connection with the Elo PayPoint Solution fees paid by, and sales generated by a Merchant who initially subscribed to the Elo PayPoint Solution using the Participant’s Promotion Code.
 - f. “**Elo PayPoint Solution**” means a cloud-based point-of-sale service offered by Elo which manages Merchant transactions, inventory and related items made using the Elo PayPoint Register.
 - g. “**Elo PayPoint Register**” means Elo’s integrated point-of-sale cash register which Merchants use for customer transactions.
 - h. “**Elo Website**” means Elo’s website located at www.elopaypoint.com.
 - i. “**Include**” or “**Including**” means by way of example only and without limitation.
 - j. “**Internal Use**” means any business use of the Elo PayPoint Register by a Merchant for its own internal use and not Resale.
 - k. “**Manufacturer’s Suggested Retail Price**” or “**MSRP**” means Elo’s price for the Elo PayPoint Register that can be obtained on the Elo Website or other similar means or by any Authorized Source.
 - l. “**Merchant**” means a purchaser of an Elo PayPoint Register and/or subscriber to the Elo PayPoint Solution.
 - m. “**Minimum Advertised Price**” or “**MAP**” means the price Participant may advertise the Elo PayPoint Register which is to be no lower than 15% below Elo’s MSRP.
 - n. “**Net Monthly Solution Charges**” means the then current portion of the monthly Elo PayPoint Solution software as a service charges actually received by Elo from a Merchant who has designated Participant’s Promotion Code of the PayPoint Authorized Reseller at the time of initial registration/signup for the Elo PayPoint Solution less

applicable taxes, minus Elo's burdened cost allocation for the Elo PayPoint Solution as determined by Elo at its sole discretion from time to time. Net Monthly Solution Charges will exclude any and all (i) association charges, (ii) equipment and related charges, (iii) rebates or reimbursement of costs or fees paid to Elo by the credit/debit card payment processor or any similar cost incurred by Elo in connection with the Elo PayPoint Solution utilized by the Merchant, (iv) taxes, chargebacks, returns, credits, adjustments or other negative amounts assessed against a Merchant or Elo, and (vi) all costs incurred from vendors, suppliers, value added resellers, referral agents or other third parties utilized by Elo.

- o. **"Participant"** means a value-added reseller or independent software vendor that is a registered member of the Elo PayPoint Authorized Reseller Program.
 - p. **"Participant Registration Application"** means Participant's application for registration under this Agreement through Elo's web-based system.
 - q. **"Payment Processing Net Available Margin Amount"** means the then current portion of the net monthly revenue actually collected by Elo from the payment processor for the applicable Merchant, minus Elo's burdened cost allocation for the PayPoint Merchant program as determined by Elo at its discretion from time to time. Payment Processing Net Available Margin Amount will exclude any and all (i) interchange, assessments, and other association charges, (ii) equipment and related charges, (iii) rebates or reimbursement of costs or fees paid to Elo by the credit/debit card payment processor or any similar cost incurred by Elo in connection with the Elo PayPoint Solution utilized by the Merchant, (iv) chargebacks, returns, credits, adjustments or other negative amounts assessed against a Merchant or Elo, (v) the Merchant monthly service fee, and (vi) all costs incurred from vendors, suppliers, value added resellers, referral agents or other third parties utilized by a Merchant.
 - r. **"Professional Services"** means any pre-sales or post-sales services performed by Participant for a Merchant that provides Added Value for products. Such services include without limitation pre-sales and post-sales, setup, configuration, trouble-shooting, and support on products.
 - s. **"Promotional Code"** means a unique string of numbers/letters assigned to Participant which Participant must advise a Merchant to use when signing up for the Elo PayPoint Solution. To ensure Participant receives a Commission hereunder the Merchant must enter the Promotional Code in the "Sales Promo" field upon Merchant's initial sign up.
 - t. **"Resale" or "Resell"** means any sales or distributions of an Elo PayPoint Register to a Merchant.
 - u. **"Software"** means any applications programming code or executable computer program(s) that is either installed in an Elo PayPoint Register or otherwise made available to a Merchant, including any related documentation.
 - v. **"Term"** means the period of time set forth in Section 6(a) below.
 - w. **"Terms of Use"** means the Elo PayPoint Terms of Use posted at www.elopaypoint.com.
 - x. **"Territory"** means the country(ies) specified by Elo to Participant in writing in which Participant is authorized under this Agreement to solicit orders for the Elo PayPoint Register. As of the Effective Date and unless a written notice from Elo specifies otherwise the Territory is limited to the United States.
 - y. **"Unauthorized Product"** means; (i) any product that Participant purchases or acquires, either directly or indirectly, from any party other than Elo and/or an Authorized Source, or sells to any party other than a Merchant, or (ii) to which an Elo trademark or service mark has been affixed without Elo's consent; or, that have not been manufactured by or for Elo; or where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.
2. **Participant Benefits.** Subject to Elo's acceptance of the Participant Registration Application and Participant's compliance with its obligations under this Agreement, Participant shall be entitled to the following benefits:
- a. **elopaypoint.com Access.** Participant shall have Participant-level access to the information and tools on the Elo PayPoint Website or similar web-based tools as they are made available by Elo to the Elo PayPoint Authorized Reseller program partners.
 - b. **Partner Locator Listing.** Elo may at its sole discretion include Participant in the "Elo PayPoint Authorized Reseller Locator" tool within Elo's Authorized Source password protected website.
 - c. **Sales Assistance.** Elo representatives will provide sales support to Participant and may make joint visits to Merchants, as deemed reasonably necessary by Elo at its discretion.
 - d. **Marketing Support.** Participant may identify itself as an Elo PayPoint Authorized Reseller Program member and use the Elo PayPoint Authorized Reseller logo (as made available to Participant by Elo and subject to the terms and conditions set forth herein) solely on Participant's website and in accordance with Elo's logo usage requirements and guidelines. Participant will receive product and market communications from Elo and may propose joint marketing and communications activities (such activities subject to Elo's prior written approval at Elo's sole discretion).

- e. Training. Elo representatives may provide product trainings to the Participant, either on-site, at other designated location in Participant's territory, or through webinars, as deemed reasonably necessary by Elo.
- f. Demo Opportunities. Participant may receive loan products for customer demonstrations or trade shows at Elo's discretion and may be required to execute documentation consistent with Elo's practice. Participant may purchase a limited number of Elo PayPoint Registers per year at an Elo prescribed discounted price to keep as demo units. Unless otherwise agreed by Elo, demo units cannot be resold within the first six months following their purchase and must be clearly labeled "demo units" if sold thereafter, to make it obvious to a Merchant that Elo PayPoint Registers are not being sold as new.
- g. Roadmaps. Elo may offer Participant Territory-based roadmaps and other product information selected by Elo to assist Participant in sales in the Territory and Participant will provide Elo with feedback and suggested changes, which Elo may adopt and use at its discretion.
- h. Commissions. Elo will pay to Participant a Commission from certain Elo PayPoint Solution collections by Elo, as specified in Exhibit A, calculated based upon; (1) monthly Elo PayPoint Solution service fees paid by Merchant and actually collected by Elo (minus any taxes, rebates, referral fees, commission or other similar payments made by Elo), and (2) Elo PayPoint Solution payment processing transactions from Merchants who enter Participant's Promotion Code when first signing up for the Elo PayPoint Solution. Elo's determination of Commission owed hereunder shall be final and conclusive and Elo shall not be required to provide any detailed calculations of the Merchant transactions, Elo revenue or other financial metrics.

3. Elo Authorization and Resale Rules.

- a. Elo Authorization and Grant of Rights. During the Term of this Agreement:
 - i. Elo authorizes Participant to purchase the Elo PayPoint Register from Authorized Sources, and to Resell such Elo PayPoint Register in accordance with Participant's Go to Market Strategy and pursuant to the terms and conditions of this Agreement; and
 - ii. Elo grants Participant a limited, nonexclusive, revocable license to purchase the Elo PayPoint Register from Authorized Sources, and Resell to Merchants located in the Territory consistent with and subject to the Elo Terms of Sale and this Agreement. Participant may not alter the terms of service subscription designated by Elo for the Elo PayPoint Solution or promise to a Merchant to have different terms than those prescribed as part of the Elo PayPoint Solution sign-up process designated by Elo.

Any Resale of products or services of Elo outside the scope permitted by this Section 3 is prohibited. In addition, Participant understands and agrees that Elo, in its sole discretion, may refuse to authorize a Merchant to participate in the Elo PayPoint Solution. In addition, participation of any Merchant in the Elo PayPoint Solution is subject to authorization by a third party credit/debit card payment processing company. Acceptance of such Merchant by any credit/debit card payment processing company is outside the control of Elo and participation may therefore be denied.

- b. No Resale Outside the Territory. Participant agrees not to solicit orders, engage sales persons, Resell, or establish warehouses or other distribution centers outside of the Territory.
- c. Elo Terms of Sale. The Elo Terms of Sale shall apply to the Resale of the Elo PayPoint Register and the Elo PayPoint Solution under this Agreement. In the event of any conflict between this Agreement and the Terms of Sale, the Terms of Sale shall prevail.
- d. Representations. Participant shall make no representation or warranty regarding the Elo PayPoint Register or Elo PayPoint Solution, except as provided in published literature provided by Elo. Participant shall indemnify and hold Elo harmless from and against any claim, actions, damages or other costs arising from any breach of this provision.

4. Participant Obligations and Requirements.

- a. Added Value Requirement. Each Participant Resale will include Participant's Added Value. Participant may demonstrate Products to prospective Merchants at the Merchant's location and make Professional Services available for each Merchant.
- b. Non-Genuine or Unauthorized Elo Products. Participant acknowledges that purchases and resales of Unauthorized Products are not within the scope of this Agreement and agrees not to sell or offer for sale or publicize any Unauthorized Products or present them as Elo products. If Elo determines that Participant has resold and/or redistributed Unauthorized Products, including any purchased from non-authorized sources, then Elo may, at Elo's sole discretion take one or more of the following actions: (i) suspend shipments to Participant; (ii) require Participant, within ten (10) days of Elo's request, to recall and destroy such products that Participant has sold to Merchants and replace such products with legitimate, equivalent products; (iii) require Participant, within five (5) days of receiving Elo's written request, to provide Elo with

all details related to Participant's acquisition of all Unauthorized Elo Products, including without limitation, its suppliers, shipping details and all buyers to whom Participant resold such products and cease publicizing them, and/or (iv) immediately terminate this Agreement. Participant agrees not to publish or market Unauthorized Products as Elo products.

- c. Compliance with Laws. Participant will comply with all laws, licenses, permits and approvals required by any government or authority, including any recycling or take-back programs applicable to packaging, Resale or use of products, and shall comply with all applicable laws, rules, policies and procedures including without limitation the U.S. Foreign Corrupt Practices Act and any other similar non-U.S. laws (collectively, "**Applicable Laws**").
- e. Proprietary Marking. Participant will not remove, alter, or destroy any form of copyright notice, trademark, logo, use restrictions, Product documentation or confidentiality notice provided with any Elo PayPoint Register or Elo PayPoint Solution.
- f. Software Restrictions. Participant will not, directly or indirectly, copy or redistribute any item of Software except as specifically permitted in this Agreement as part of a Elo PayPoint Solution. Participant agrees that it will not redistribute Software received from any source other than Elo or an Authorized Source. Participant will not, directly or indirectly, translate, reverse engineer, decompile or disassemble the Software or any Elo PayPoint Register, and will transfer to each Merchant to which Participant resells a Elo PayPoint Register all end-user license terms and end-user documentation provided by Elo and accompanying such Elo PayPoint Register.
- d. Agreements with an Authorized Source. Participant acknowledges that an Authorized Source may require Participant to enter into other agreements with such Authorized Source. Participant acknowledges and accepts that each Authorized Source is an independent party who is not empowered to act on behalf of Elo or bind or represent Elo in any manner. Therefore, such agreements will be considered executed only between Participant and the applicable Authorized Source. For the avoidance of doubt, this Agreement shall not constitute a sale, purchase or distribution agreement with Elo.

5. Pricing.

- a. Participant Prices. The prices Participant pays for the Elo PayPoint Register will be set by the Authorized Source from which Participant purchases such Elo PayPoint Register. Subject to Elo's ability to impose maximum Resale price limitations, Participant is free to determine its Resale prices.
- b. Minimum Advertised Price (MAP). Participant agrees not to advertise the Elo PayPoint Register at a price lower than the MAP. The MAP and MSRP are subject to change at Elo's discretion. If Participant advertises the Elo PayPoint Register at prices below the stated MAP, Elo will be entitled to all its rights and remedies available to it, including, without limitation, the right to terminate this Agreement or withhold any Commissions otherwise due hereunder.
- c. Special Pricing. Elo may provide special pricing to an Authorized Source which such Authorized Source may in turn provide to Participant. Any agreement between Elo and Participant's Authorized Source must be in writing, including email notification from an authorized employee at Elo, and must specify a fixed time period during which such special pricing shall be provided. If no time limit is specified in the written agreement, the time period shall be ninety (90) days from the effective date of the written agreement regarding special pricing. To the extent such special pricing is extended to Participant by the Authorized Source, the special pricing will be limited to Resales of the Elo PayPoint Register solely for the particular opportunity and in accordance with Participant's Go to Market Strategy unless agreed to otherwise in writing by Elo. Participant shall not combine special pricing with any other discount, promotion or negotiated pricing provided by Elo. Nothing herein shall prohibit Participant from combining special pricing with additional discounts not funded by Elo.
- d. Special Pricing Violations. If Elo determines that Participant has Resold an Elo PayPoint Register purchased with special pricing provided pursuant to this Section 5 to any person or entity outside the Go to Market Strategy or combined such special pricing provided by Elo with any other discount, promotion or negotiated pricing, then Elo may, at Elo's sole discretion: (i) invoice Participant for the difference between such additional discount and Participant's then current resale discount; and/or (ii) inspect Participant's purchases and relevant records; and/or (iii) suspend Participant's access to price deviations and other Elo sales and marketing programs; and/or (iv) suspend shipments to Participant; and/or (v) terminate this Agreement or withhold Commissions otherwise due hereunder.
- e. Taxes. All Commission payments made under this Agreement exclude, and Participant shall pay, any taxes, fees, charges, levies or other assessments including, without limitation, property tax, use tax, sales tax, franchise tax, ad valorem, licensee fees, withholding taxes or other taxes levied or imposed upon Participant by the United States government, state or local governments, or any agency or instrumentality thereof, excluding only taxes based upon the net income of Elo.

6. **Term and Termination.**

- a. **Term.** This Agreement starts on the Effective Date and continues for a period of one (1) year and shall be automatically extended for additional one year terms thereafter unless terminated earlier as permitted in this Agreement.
- b. **Termination.** This Agreement may be terminated for convenience, for any reason or no reason, by either party upon thirty (30) days prior written notice to the other. This Agreement may be terminated by Elo for cause upon Participant's material breach of the Agreement, on ten (10) days notice.
- c. **Effect of Termination.** Upon termination of this Agreement, Participant's rights to purchase products from any Authorized Source shall immediately terminate and all Participant benefits under Section 1 immediately cease. Sections 7 through 11 shall survive any termination or expiration of this Agreement.

7. **Publicity.** Except as expressly provided in this Agreement, neither Elo nor Participant will issue press releases or make other public announcements without the express written consent of the other party. In addition, Participant shall at no time (nor cause any third party to) use any Elo logo, trademarks, reference to Elo products or labels without the prior written consent from Elo, or otherwise take any action, publish or otherwise communicate anything which is or may be detrimental to the business reputation of Elo.

8. **Confidentiality.** Participant shall not use any Confidential Information other than as permitted by Elo and solely for performing its obligations under this Agreement and shall not disclose any Confidential Information to third parties without Elo's written consent and proper confidentiality protection. Participant shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any Confidential Information. Neither this Agreement nor any purchase of products shall be construed to confer upon Participant or its Merchants any license under any patent or other proprietary rights of Elo, except the right to use such products for the purposes for which they are sold. Upon termination of this Agreement, Participant will return to Elo or destroy all copies of Confidential Information in its possession and certify in writing that it has done so within thirty (30) days after the termination date. Information made available to Participant through the Elo Partner Program password protected website is deemed Confidential Information hereunder and may be used only in connection with Participant's promotion and Resale of Products.

9. **Elo Proprietary Property.** As between Participant and Elo or any Participant Merchant, the Elo PayPoint Register, Software, Elo PayPoint Solution, Confidential Information, or any portion thereof, and all Elo trademarks, copyrights and other intellectual property rights are and at all times will be the sole property of Elo and/or its suppliers to the full extent provided by law and Elo reserves all right, title and interest in and to each right embedded in or included therein.

10. **Warranty Disclaimer and Limitation of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN ELO MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE PRODUCTS OR SERVICES DESCRIBED HEREUNDER INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL ELO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF ELO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ELO'S LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE OF ACTION EXCEED THE COMMISSIONS PAID TO PARTICIPANT HEREUNDER.

11. **Relationship of the Parties; No Partnership.** Each party to this Agreement is an independent contractor. This Agreement does not create any agency, partnership, joint venture, employment or franchise relationship. Furthermore, no labor relationship between Elo and Participant employees is created hereby. Participant shall indemnify and hold Elo harmless of any claim or judicial action whatsoever from any Participant employee, including any and all actions or claims arising in connection with the noncompliance by Participant of any Applicable Laws, including any labor laws and/or social security regulations. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Notwithstanding the use of the term "Partner" in this Agreement, the parties do not intend to create any legal relationship of partnership between them, and neither will assert to any third party or otherwise claim that such a legal relationship exists between them.

12. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding conflict of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply. This Agreement is prepared, executed and will be interpreted in English only. Any dispute arising out of or connected with this Agreement, including a dispute as to the validity or existence of this Agreement, shall be subject to the sole and exclusive jurisdiction of the California courts, or if Participant is headquartered outside the U.S. resolved by (a) arbitration in Hong Kong pursuant to the Hong Kong International Arbitration Centre ("HKIAC") Administered Arbitration Rules ("Rules") in force when the Notice of Arbitration is received by the HKIAC, if Participant is headquartered in Asia; or (b) administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules in New York, New

York if Participant is headquartered elsewhere, and in any event conducted in the English language by three arbitrators, save that the parties agree to waive any right of appeal against the arbitration award. Nothing contained in this Section shall preclude either party from seeking or obtaining preliminary injunctive relief pending resolution of the dispute in issue. Each party acknowledges that any actual or threatened breach of this Agreement may constitute immediate, irreparable harm to the other party for which monetary damages would be an inadequate remedy, and that injunctive relief may be an appropriate remedy for such breach. Accordingly, in the event of any breach of this Agreement, the non-breaching party may seek immediate injunctive relief without the necessity of posting bonds. This Agreement does not create any agency or partnership relationship. Any failure to enforce any provision of this Agreement shall not constitute a waiver of any other provision. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Participant will not assign or transfer any rights or obligations under this Agreement without the prior written consent of Elo. If any provision is held to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto. All notices under this Agreement shall be in writing and delivered to the respective addresses set forth herein. The parties hereto accept and agree to the execution of the Agreement electronically and in counterparts, each of which shall be deemed an original. All terms of this Agreement, which by their nature extend beyond the date the Agreement ends, remain in effect until fulfilled. All notices and demands (collectively, a “**Notice**”) between the parties shall be in writing and shall be provided: (W) in person; (X) by registered or certified mail, return receipt requested; (Y) by recognized international courier service; or (Z) by email confirmed by regular mail, to the address set forth in the opening paragraph of this Agreement (notices to Elo should be addressed to General Counsel). Notice is effective upon receipt.

EXHIBIT A

Territory and Commission

Territory – USA only

Commission:

Following the approval of each new Merchant which has designated Participant's Promotion Code at the time of initial registering for Elo PayPoint Solution as designated by Elo, and subject to such Merchant remaining active through and including the end of the 2nd month following that month in which the Merchant application was approved, Participant shall be entitled to;

- (i) A percentage (as outlined in the Elo PayPoint Authorized Reseller Commission Schedule*) of the Net Monthly Solution Charges; and
- (ii) A percentage (as outlined in the Elo PayPoint Authorized Reseller Commission Schedule*) of the Payment Processing Net Available Margin Amount.

Payments for Commission shall be made by Elo to Participant on a quarterly basis within 60 days following the end of the applicable calendar quarter, provided however that; (i) no payments shall be made in any quarter in which the amounts due to Participant would be less than \$600 and (ii) Participant must have at least 5 active Merchants at the end of the applicable calendar quarter to be entitled to payment. In the event of termination of this Agreement, Participant shall only be entitled to any Commission accrued as of the date of such termination. Commissions due hereunder shall be made by either ACH or wire transfer. Participant must provide a W-9 (and other information as reasonably required by Elo in connection with such payments) prior to any payments to Participant hereunder. Participant must complete the ACH Authorization Release as designated by Elo for a wire transfer. Participant hereby authorizes Elo to make payments pursuant to such ACH Authorization. Participant agrees to be bound by all Automated Clearing House rules. Participant must also notify Elo of any banking information changes within (10) business days of Commission deposit. Commissions will be automatically deposited into the provided account on or about the 60th day after the end of the applicable quarter.

*The monthly Commission, Payment Processing Net Available Margin Amount, Net Monthly Solution Charges and estimates as to the Elo PayPoint Solution cost may vary based on net revenue actually received by Elo from the debit/credit card payment processor based upon sales of such Merchant, competitive market factors, payment processor referral fee policy changes and cost allocation estimates. The purpose of the Commission is to reward and incentivize Elo PayPoint Authorized Resellers for providing Merchants with post-sales support and other professional services that enable the Merchant with a positive end-user experience of the Elo PayPoint Register and Elo PayPoint Solution. The Commission amount may also vary based on a number of variables including: (i) time duration the Merchant keeps using the Elo PayPoint Solution; (ii) the number of Elo PayPoint Registers the Merchant is using; and (iii) the net amount of credit/debit card payments processed by the Merchant through the Elo PayPoint Solution.