



DISCLOSURE PAGE

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to the Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must settle with funds with the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

MERCHANT INFORMATION

Merchant Name ("Merchant"):

Merchant Address:

Merchant Phone:

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements of Visa.
(Go to www.visa.com, select Small Business and Merchants, select Operations and Risk Management, select Cardholder Information Security Program)
2. Maintain fraud and chargeback below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Operating Regulations. Go to www.visa.com, select Small Business and Merchants, select Operations and Risk Management, select Rules for Visa Merchants.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problem.

Owner Signature: _____ Date: _____

Printed Name: _____

Title: _____

Application Terms

FOR MERCHANTS AND GUARANTORS - As the person signing below on behalf of the Merchant, you certify that you are an owner, partner, director or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below (each a "Guarantor") hereby acknowledge that at the time of application they have each received and read: (1) this Merchant Application and Agreement, (2) the Personal Guarantee (the "Guarantee"), (3) the Pre-Authorized Debit Agreement (the "PAD Agreement"), (4) Merchant Agreement Terms and Conditions, (5) Fees Schedule "A" and (6) the Merchant Operating Guide, if any has been provided to you (the "Operating Guide"). Collectively these documents are the Merchant Agreement.

BY ACCEPTING PAYMENT INSTRUMENTS AND REMITTING TRANSACTION DATA HEREUNDER, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET OUT IN NUMBERS (1) THROUGH (6) ABOVE. IF YOU DO NOT WISH TO ACCEPT ALL OF SUCH TERMS, YOU MUST NOT ACCEPT PAYMENT INSTRUMENTS OR SUBMIT TRANSACTION DATA TO ROARK HOLDINGS LTD OR USE THE MERCHANT NUMBER ASSIGNED TO YOU AND YOU MUST NOTIFY ROARK HOLDINGS LTD IMMEDIATELY AND RETURN +ALL MATERIALS PROVIDED TO YOU. UPON RECEIPT OF YOUR NOTIFICATION WITHIN TEN (10) BUSINESS DAYS OF THE DATE HEREOF, THIS AGREEMENT SHALL BE NULL AND VOID AND ROARK HOLDINGS LTD SHALL HAVE NO OBLIGATION TO YOU WHATSOEVER WITH RESPECT TO ANY TRANSACTION DATA OR OTHERWISE.

Merchant, each Owner of the Merchant identified above and each Guarantor consent to ROARK HOLDINGS LTD or its respective designees investigating and verifying the credit and financial information of, and obtaining credit reports from credit reporting agencies or credit bureaus on each of them (and this is prior written notice for so doing). If the Application is approved, subsequent credit reports may be required or used on any of them in connection with the maintenance or renewal of the Agreement. The Merchant, Owners and Guarantors agree that all business references, including banks, may release any and all credit and financial information to ROARK HOLDINGS LTD for the purpose of evaluating the suitability of Merchant for the services of ROARK HOLDINGS LTD. Merchant, each Owner and each Guarantor expressly consent to each of ROARK HOLDINGS LTD's collection, storage and use of this and other non-public personal information in accordance with ROARK HOLDINGS LTD's Privacy Code and specifically as part of ROARK HOLDINGS LTD's credit investigation, and acknowledge that your national insurance number (or equivalent form of government issued identification number), date of birth and driver's license number will be used for credit matching and identity verification throughout the term hereof. ROARK HOLDINGS LTD may exchange your personal information with financial institutions (including without limitation the parties to this Agreement) and Card Organisations for the purpose of providing you with the requested products and services and for security measures in relation to your account. You represent that you are entering into this Agreement in your capacity as a business and not as an individual consumer.

Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to ROARK HOLDINGS LTD. Merchant understands that the application fee is non-refundable. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT ROARK HOLDINGS LTD SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

I/we the undersigned hereby declare that I/we are not acting on behalf of a third party and that the account referred to herein does not have any beneficial owners.

Facsimile and electronic versions of executed copies of this Agreement shall be binding and enforceable against the parties and have the same force and effect as if they were original signatures.

PERSONAL GUARANTEE

Each signatory to this Guarantee (the "Guarantor") unconditionally and irrevocably guarantees, without reservation, jointly and severally to ROARK HOLDINGS LTD (the "Beneficiary") as an independent obligation the prompt payment and performance of all present and future obligations of the Merchant including, without limitation, prompt payment of all fees, charges, penalties, uncollectible Chargebacks and other amounts payable by the Merchant, including, without limitation, interest, costs and other expenses, including but not limited to attorney's fees and actual court costs, due under the Agreement or any other agreement currently in effect or in the future entered into between the Merchant and ROARK HOLDINGS LTD as such agreements now exist or are amended from time to time, with or without notice (the "Debtor Liabilities"). All present and future indebtedness, liabilities and obligations of the Guarantor to the Beneficiaries under this Guarantee (the "Guarantor Liabilities") shall remain effective despite, and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, anything done, omitted to be done, suffered or permitted by the Merchant or any other person, or by any other matter, act, omission, circumstance, development or other thing of any nature, kind or description, other than the due payment and performance in full of all of the Debtor Liabilities and all of the Guarantor Liabilities of the Guarantor. The Guarantor agrees that the Guarantor Liabilities shall remain fully effective and enforceable against the Guarantor and shall not be released, exonerated, discharged, diminished, subjected to defence, limited or in any way affected by, and the rights and remedies of the Beneficiaries under this Guarantee shall not in any way be diminished or prejudiced by, any of the following: (1) the Agreement is terminated, nullified or otherwise not enforceable against the Merchant; (2) the Agreement or any of the Debtor Liabilities is amended, novated or varied in any manner with or without notice to the Guarantor; (3) the Merchant or any other guarantor is released from any obligation under the Agreement or under any other guarantee or surety; (4) any law, regulation, or order of any public authority affects the rights of either Beneficiary under the Agreement; and/or (5) anything else happens that may affect the rights of either Beneficiary against the Merchant or any other guarantor. The Guarantor further agrees that: (a) ROARK HOLDINGS LTD may delay enforcing any of their rights under this Guarantee without losing such rights; (b) ROARK HOLDINGS LTD can demand payment from such Guarantor without first seeking payment from the Merchant or any other guarantor or surety. To the extent permitted by applicable law, the Guarantor waives all defences and deferral rights and legal prerogatives which the law has vested in or may vest in guarantors and joint and several debtors. Without limiting the generality of the foregoing, the Guarantor hereby consents to or waives, as applicable, to the fullest extent permitted by applicable law: (1) any grant of time, renewal, extension, indulgence, release, discharge or other course of conduct by any one or more Beneficiary to the Merchant, the Guarantor, or any other person; (2) the creation of any new or additional Debtor Liabilities, the increase or reduction of the rate of interest on any or all of the Debtor Liabilities or any other rates or fees payable under or in respect of any or all of the Debtor Liabilities; (3) any alteration, settlement, compromise, acceleration, extension or change in the time or manner for payment or performance by the Merchant made or permitted by any one or more Beneficiaries of, or by the Guarantor to any one or more of the Beneficiaries with respect to, any or all of the Debtor Liabilities; (4) the Beneficiaries or any of them accepting compromises from the Merchant, the Guarantor, or any other person; (5) the Beneficiaries or any of them applying any money received from the Merchant, the Guarantor, or any other person upon such part of the Debtor Liabilities as the Beneficiaries or any of them may see fit; or (6) the Beneficiaries or any of them otherwise dealing with the Merchant, the Guarantor, any other person, the Debtor Liabilities or the Guarantor Liabilities as the Beneficiaries or any of them may see fit. The Guarantor acknowledges that this Guarantee will remain in place (a) for at least nine (9) months following the later of termination of the Agreement or the last activity in the Merchant's account and (b) for all liabilities occurring beyond such period. If, and to the extent that, any amount in respect of the Debtor Liabilities is not recoverable from the Guarantor under this Guarantee, for any reason whatsoever, then, notwithstanding any other provision of this Guarantee, the Guarantor shall be liable under this Guarantee as principal obligor in respect of the due payment of such amount and shall pay such amount to the Beneficiaries. The Guarantor shall not have any right of subrogation to, and waives, any right to enforce any remedy which any Beneficiary now has or may hereafter have against the Merchant, until all of the Debtor Liabilities have been indefeasibly paid in full. The Guarantor waives to the fullest extent permitted by applicable law, any right or claim of right to cause a marshalling of the Merchant's Or any other person's assets, or to cause any Beneficiary to proceed against the Merchant or any other person in any particular order. The Guarantor agrees to immediately remit payment regarding any monies owed to the Beneficiaries. If any or all of the Debtor Liabilities are not duly paid or performed by the Merchant and are not paid or performed by the Guarantor for any reason whatsoever, the Guarantor shall, as a separate and distinct obligation, indemnify and hold each of the Beneficiaries harmless from and against all losses, costs, damages, expenses, claims and liabilities that each such Beneficiary may suffer or incur in connection with or in respect of any failure by the Merchant for any reason to pay or perform any of the Debtor Liabilities, and shall pay all such amounts to the Beneficiaries. This Guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of the Beneficiaries or its respective subsidiaries. The Guarantor understands that this Guarantee is a condition for the Beneficiaries to enter into the Agreement, and that this Guarantee remains in full force and effect even if the Guarantor receives no additional benefit from this Guarantee. The Guarantor acknowledges and agrees that the Guarantor has not executed this Guarantee as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Guarantor, by or on behalf of the Beneficiaries. This Guarantee may not be assigned by the Guarantor without the prior written consent of the Beneficiaries. Any assignment in violation of this paragraph shall be void. This Guarantee shall be binding upon the parties' respective successors and assigns. The Guarantor waives trial by jury with respect to litigation arising out of or relating to this Guarantee. Prior to entering into this Guarantee, the Guarantor has obtained the consent of his/her spouse or civil partner, if applicable.



Please indicate marital status (per Guarantor):

- Married
- Single

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(1) Merchant Signature _____ Date (DD/MM/YY) _____	(2) Merchant Signature _____ Date (DD/MM/YY) _____
Print Name _____ Date (DD/MM/YY) _____	Print Name _____ Date (DD/MM/YY) _____
Title _____	Title _____
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(1) Guarantor Signature _____ Date(DD/MM/YY) _____	(2) Guarantor Signature _____ Date(DD/MM/YY) _____
Print Name _____ Date (DD/MM/YY) _____	Print Name _____ Date (DD/MM/YY) _____
Title/Relationship to Merchant _____	Title/Relationship to Merchant _____
INTERNAL USE ONLY	
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Compliance Officer/MLRO Signature _____ Date(DD/MM/YY) _____	
Print Name _____ Date (DD/MM/YY) _____	
Title _____	



MERCHANT APPLICATION AND AGREEMENT

1 MERCHANT DISCOUNT RATE PROGRAM		ACTIVE	
A	VISA CREDIT/DEBIT AND MASTERCARD CREDIT/DEBIT DISCOUNT %	<input type="checkbox"/>	QUALIFIED RATE % QUALIFIED ADJ %
B	INTERCHANGE PLUS	<input type="checkbox"/>	
C	FIXED DISCOUNT RATE	<input type="checkbox"/>	QUALIFIED RATE % QUALIFIED ADJ %
D	VISA CARD BRAND FEE	<input type="checkbox"/>	%
E	VISA FOREIGN BRAND FEE	<input type="checkbox"/>	PASS-THROUGH
F	MASTERCARD CARD BRAND FEE	<input type="checkbox"/>	%
G	MASTERCARD CROSS-BORDER FEE	<input type="checkbox"/>	PASS-THROUGH
H	MASTER CARD FOREIGN TRANSACTION FEE	<input type="checkbox"/>	€ 0.11

2 MERCHANT DISCOUNT RATE PROGRAM		ACTIVE	
A	RESEARCH FEE (€65 per hour)	<input type="checkbox"/>	(BILLED AS REQUIRED)
B	PCI-REGISTRATION PLATFORM FEE (USING PINWHEEL)	<input type="checkbox"/>	(INCLUDED IN PRICE)
C	FIXED DISCOUNT RATE	<input type="checkbox"/>	QUALIFIED RATE % QUALIFIED ADJ %

3 ACCOUNT TRANSACTION FEES	
A	ACQUIRER TRANSACTION FEE € 0.09
B	REFUND FEE € 0.43
C	RETRIEVAL FEE € 29.00
D	CHARGEBACK FEE € 29.00
E	PRE-ARBITRATION FEE € 29.00
F	VOICE AUTHORISATION FEE € 1.30



4 ACCOUNT SERVICE FEES		
A	ONE-TIME STARTUP FEE	€ 0.09
B	RE-CONNECTION FEE	€ 85.00
C	NON-SUFFICIENT FUNDS FEE	€ 26.00
D	ANNUAL FEE NON HIGH-RISK	€ 84.00
E	ANNUAL FEE HIGH-RISK	€ 1278.00
F	PUSH FUNDS TRANSFER (MONTHLY)	€ 9.00
G	OVER-LIMIT FEE	€
H	GATEWAY MONTHLY FEE	€
I	PER TRANSACTION FEE	€ 0.20

MERCHANT AGREEMENT TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1. The following terms shall have the meaning set forth below:

- a) Agreement: this merchant application & agreement between Roark Holdings LTD, and the Merchant for the Roark Holdings LTD Services together with the Merchant Agreement Terms and Conditions, the Schedules and any policy documents issued by Roark Holdings LTD from time to time;
- b) Authorisation: the approval by the Issuer or Card Organisation to validate a Transaction;
- c) Card: any valid credit card or debit card issued by a member of a Card Organisation and bearing its respective trade names, trademarks, and/or trade symbols, that Merchant is approved to accept under this Agreement;
- d) Card Fee: any and all fees, penalties and charges imposed by the Card Organisation;
- e) Card Fee: any and all fees, penalties and charges imposed by the Card Organisations;
- f) Card Organisation: means, individually VISA USA Inc., Visa Canada Inc., Visa Europa or Visa International (jointly and severally "Visa"), Discover Card, American Express, JCB and MasterCard Worldwide Inc. ("MasterCard"), as well as their respective assigns and successors, and such other card associations as specified by Roark Holdings LTD from time to time and "Card Organisation" means any of them;
- g) Card Payment: payment by a Customer of the Purchase Price via certain Cards;
- h) Card Payment Services: the services made available by Roark Holdings LTD to the Merchant allowing the Merchant to accept and effectuate Card Payments by Customers;
- i) Chargeback: a reversal of a credit or a payment for a Transaction by the Customer after an authorisation number has been provided;
- j) Confidential Information: all information which prior to or upon its disclosure is designated as such by one party (the "Disclosing Party") to the other party (the "Receiving Party"), or which should reasonably be considered as information of a confidential nature by the Receiving Party;
- k) Country of Origin: means United Kingdom or the European Union;
- l) Customer: the natural person or legal entity or entities who or which has or have ordered goods and/or services from the Merchant and who or which is/are formally and officially registered with an Issuer as the holder of a particular credit or debit card;
- m) Data Protection Legislation: means the Data Protection Act (United Kingdom), (as the same may be amended, modified or replaced from time to time) and any other United Kingdom legislation now in force or that may in the future come into force governing the collection, use, disclosure and protection of personal information in the private sector applicable to a party to this Agreement or to the Service;
- n) Effective Date: the date as of which this Agreement is executed by Roark Holdings LTD;
- o) Excessive Activity: during any monthly period (i) the count or amount of chargebacks and/or retrieval requests in excess of one percent (1%) of the average monthly count or amount of the total aggregate Transactions that has been processed by Roark Holdings LTD for the account of the Merchant – if applicable, (ii) sales activity that deviates ten percent (10%) of the forecasted volume, (iii) the count or amount of returns/credits/refunds that exceeds ten percent (10%) of the average monthly amount of the total aggregate Transactions that has been processed by Roark Holdings LTD for the account of the Merchant or (iv) sales activity that exceeds ten percent (10%) of the predetermined average ticket amount;
- p) Fines: the (potentially significant) fines, penalties, levies, costs, expense, charges or assessments (named differently by the different Card Organisations and in name potentially deviating from the terms used in this Agreement) levied by the Card Organisations, Roark Holdings LTD for violations of certain requirements under the Rules by Merchants;
- q) Information: means any and all data and details the Merchant is

required to provide to Roark Holdings LTD pursuant to this Agreement;
 r) Intellectual Property: all and any intellectual property rights trade names, rights in designs, copyrights, trade secrets and Know-how, whether or not registered, whether or not in existence on the date of this Agreement and including applications for any such right, matter or thing or registration thereof together with any related goodwill;

- s) Issuer: the issuer of the Card;
 - t) Know-how: such skills, knowledge, experience, technical information or techniques whatsoever nature utilised by Roark Holdings LTD in the performance of this Agreement;
 - u) MCC: merchant category code;
 - v) Parties: the Merchant together with Roark Holdings LTD each a "Party" means any of them;
 - w) Roark Holdings LTD Payment Server: the payment server as described in Clause 8;
 - x) Roark Holdings LTD Services: the Roark Holdings LTD payment processing services as described in Clause 2.1;
 - y) PCI Compliant: compliant with the regulations of the Data Security Standard as set by the PCI Security Standards Council and certified by a Qualified Security Assessor where required;
 - z) Purchase Price: the price payable by Customer(s) to the Merchant for the good(s) and/or service(s) ordered by Customer(s) from the Merchant;
 - aa) Refund: the repayment by the Merchant to a Customer of all or part of a Card Payment made by such Customer;
 - bb) Refund Fee: the Service Fee levied by Roark Holdings LTD for processing Refunds requested by the Merchant;
 - cc) Remittance: the amount due and payable to the Merchant by Roark Holdings LTD, in regard to Card Payments, as calculated in accordance with this Agreement;
 - dd) Reporting Tool: either a reporter tool and/or a website as designated by Roark Holdings LTD;
 - ee) Reserve Account: a non-interest bearing deposit account at a bank approved by Roark Holdings LTD initially or at any time in the future as requested by Roark Holdings LTD with sums sufficient to satisfy the Merchant's current and future obligations as determined by Roark Holdings LTD;
 - ff) Retrieval Fee: a fee for requesting a copy of the transaction receipt; gg) Rules: all rules and operating regulations issued from time to time by the Card Organisation and any policies and procedures provided by Roark Holdings LTD;
 - hh) Sales Form: a form approved by Roark Holdings LTD to document each Card Payment, stating (i) the Merchant's name, location and identification number (MID), (ii) the information embossed on the card presented by the Customer (either electronically or manually), (iii) the date of the transaction, (iv) a brief description of the goods and/or services involved, (v) the transaction authorisation number, (vi) the total amount of the sale including any applicable taxes, or credit transaction and (vii) if applicable, a notation that all sales are final;
 - ii) Service Fee: the charges, fees and prices for the Services as further defined in Schedule A and/or any further schedules to this Agreement (such as may actually be the case);
 - jj) Services: the Card Payment Services and Roark Holdings LTD Service jointly; kk) Threatening Condition: the Merchant's conduct or the Merchant's products or services are in violation of applicable law or pose a threat to Roark Holdings LTD;
 - ll) Trademarks: all trademarks and logos of Roark Holdings LTD that exist now or in the future, both registered and non-registered, all as may be specified by Roark Holdings LTD from time to time;
 - mm) Transaction: a Card Payment refund or adjustment in the amount of a Card Payment or refund effectuated via the Roark Holdings LTD Services; and
 - nn) Transaction Data: the data of a Card Payment, such as the Customer's credit card data and the Purchase Price.
- 1.2. Interpretation: Inconsistency
 Notwithstanding anything to the contrary contained in this Agreement or any other agreements and/or the Rules, should there be any inconsistency or conflict with respect to (a) any provision of this Agreement and (b) any Rule, for the purpose of this Agreement, (b) shall prevail over (a).

2. Subject of the Agreement

2.1. The Merchant offers goods and/or services to the public by means of a website connected to the Internet, a call centre or another type of sales channel (including but not limited to CNP (card not present), and wishes to offer the Customers the possibility to effectuate a Card Payment of its goods and/or services. Roark Holdings LTD will provide the Merchant with the Roark Holdings LTD Services, allowing for on-line Card Payment Services, which entail that Roark Holdings LTD will give access to, operate and maintain a gateway between the Merchant and Roark Holdings LTD and provide reporting and related services in connection therewith.

2.2. Card data of the Customers that the Merchant has received through its system or the system of a PCI DSS compliant payment service provider will be sent directly to Roark Holdings LTD, and Roark Holdings LTD shall process the Transaction(s) pursuant to this Agreement. Roark Holdings LTD provides the Merchant with the relevant data related to the Transactions processed via the Reporting Tool.

2.3. The Card Payment Services will be delivered to the Merchant by Roark Holdings LTD and are subject to the terms and conditions of this Agreement. Roark Holdings LTD shall be responsible for the daily operations, including but not limited to the issuance of Roark Holdings LTD invoices and reconciliation reports and the effectuation of any Chargebacks.

2.4. The Merchant agrees that Roark Holdings LTD in providing the Roark Holdings LTD Services does not act as principal but acts as facilitator on behalf of such Merchant to enable the Merchant to enter into Card Payments with its Customers. The Merchant further agrees to allow Roark Holdings LTD to act as facilitator on behalf of such Merchant for the purpose of processing authorisation requests. The Merchant waives any claims against Roark Holdings LTD, which the Merchant may have whether for the performance and/or non-performance of any Card Payment as a consequence of Roark Holdings LTD's acceptance of an Authorisation.

2.5. The Merchant acknowledges that an Authorisation for a Transaction (i) only indicates the availability of the cardholder's credit limit at the time the Authorisation is requested, (ii) does not warrant that the person presenting the Card is the rightful cardholder and (iii) is not a guarantee of acceptance or payment of the Transaction or guarantee that the Transaction is not subject to Chargebacks. Authorisations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a Transaction involving the use of an expired Card.

2.6. Roark Holdings LTD does not accept any liability in respect of the processing of any Transaction which, upon Authorisation does not result in Remittance.

2.7. All disputes between the Merchant and any Customer relating to any Card Payment will be settled between the Merchant and such Customer. Roark Holdings LTD does not bear any responsibility for such transactions.

2.8. Notwithstanding any Authorisation or request of a Customer, the Merchant will not re-enter or reprocess any transaction which has been charged back.

2.9. Roark Holdings LTD is not under any obligation to investigate the validity of any Chargeback by any Issuer or Card Association, whose decision shall be final and binding in respect of any Chargeback.

2.10. The Merchant shall bear any additional costs, losses or benefits incurred as a result of fluctuations in the exchange rate of an approved foreign currency, including but not limited to fluctuations between the time of the Transaction and the time of the refund or Chargeback.

2.11. If the Merchant elected to accept credit Cards from a particular Card Association, the Merchant is not required to accept debit Cards from that same Card Association, and vice-versa.

2.12. Roark Holdings LTD may, at its own discretion, determine the limit on the amount of each Transaction (the "Approved Monthly Sales Processing Volume Limit"). If the Approved Monthly Sales Processing Volume Limit is different from the amount indicated in the Merchant Application, Roark Holdings LTD will notify the Merchant of the amount of the revised Approved Monthly Sales Processing Volume Limit. If the Monthly Sales Volume Limit is exceeded, Roark Holdings LTD in its sole discretion, without limitation to its other rights, may: (a) charge an over-limit fee, (b) suspend the Services; (c) divert all funds from the over-limit processed

Transactions into the Reserve Account; or (d) terminate this Agreement. If the Approved Monthly Sales Processing Volume Limit is exceeded it may also cause a new underwriting review of the approved terms Roark Holdings LTD ten (10) days prior written notice, may in its sole discretion, reduce the Approved Monthly Sales Processing Volume Limit.

2.13. Based on the Information provided by the Merchant to Roark Holdings LTD about its business(es), Roark Holdings LTD will assign one (1) or more MCCs to the Merchant. The assignment of the respective MCC to the Merchant shall be at Roark Holdings LTD's reasonable and sole discretion, having regard to the content of the Rules. Roark Holdings LTD may change the MCCs at any time if and to the extent Roark Holdings LTD deems necessary after a reassessment of the Merchant, taking into account the Merchant's reasonable interests. Notwithstanding the foregoing, the Merchant shall promptly notify Roark Holdings LTD of any change in his business at any time to enable Roark Holdings LTD to adjust the MCC (as appropriate). The Merchant acknowledges and accepts that when the Merchant's business model or business category changes, Roark Holdings LTD shall at all times be entitled to terminate this Agreement pursuant to Clause 15.3 without any liability or responsibility to the Merchant.

3. Payment Obligations of the Merchant

3.1. Roark Holdings LTD will send the Merchant a monthly invoice for the subscription fees and other fees due under this Agreement and the Service Fee for the Transactions in the previous month. The payment for both amounts must be received by Roark Holdings LTD within thirty (30) days from the date of such invoice.

3.2. If an invoice remains unpaid thirty (30) days after the due date, or if payment is dishonoured (returned due to Non-Sufficient Funds ("NSF") or rejected), the Services may be suspended and the Merchant will be liable for an NSF-fee and/or a re-connection fee (pursuant to the Fee Schedule). Any suspension of Services shall not relieve the Merchant of its obligation to pay any and all past due Fees. Suspended Services may be resumed upon receipt of full payment of all amounts due plus the reconnection fee.

3.3. The Service Fee and all applicable taxes will be payable in Great British Pounds or Euros unless agreed otherwise. The Service Fee and all applicable taxes pertaining to Transactions in non-United Kingdom or European Union currencies will be calculated on the basis of the exchange rate quoted by Deutsche Bank in respect of such currency applicable at the date of the invoice. Changes in exchange rates will take effect as soon as determined by Roark Holdings LTD and without notification to the Merchant. Roark Holdings LTD is not liable for any loss or damage arising as a result of the currency conversion referred to in this Clause 3.3

3.4. Unless stated otherwise, all Service Fees, charges and other payments to be made by the Merchant under this Agreement are exclusive of GST and any other relevant taxes and in addition to paying such Service Fees, charges or other payments the Merchant shall also pay any such taxes.

3.5. The Merchant agrees and acknowledges that the Service Fees are based upon assumptions about the Merchant's business, anticipated annual volume and average Transaction size. These assumptions are based on information provided by the Merchant in the application process. If the actual volume or average Transaction size are not as expected, or if the Merchant significantly alters its method of doing business, Roark Holdings LTD may adjust the Service Fee and upon ninety (90) days advance notice.

3.6. Notwithstanding the foregoing Roark Holdings LTD is entitled to revise the Service Fee for any other reason than stated in Clause 3.5 at any time taking into account a notice period of (90) days. If the Service Fee is revised, the Merchant is entitled to terminate this Agreement per the effective date of the amendment by sending Roark Holdings LTD a written notice within ninety (90) days from receipt of Roark Holdings LTD's notification of the Service Fee change. The Merchant's termination rights in this Clause 3 do not apply to any Fee increase that is made in accordance with a pre-determined fee schedule provided to the Merchant.

3.7. If the Merchant does not exercise a termination right following receipt of notice of a new or increased Fee or a decrease in an applicable interchange rate, all such adjustments shall be the Merchant's responsibility to pay.

3.8. If Roark Holdings LTD is forced to take action against the Merchant to recover

overdue payments, the Merchant shall be responsible for all costs and disbursements incurred by Roark Holdings LTD on a full indemnity basis.

3.9. Roark Holdings LTD is entitled to set-off or recoup any indebtedness of the Merchant owing to Roark Holdings LTD pursuant to this Agreement from the proceeds of the Remittance.

3.10. The Merchant has no right to set-off, or to withhold payments to Roark Holdings LTD, in connection with any amounts due to the Merchant by Roark Holdings LTD..

4. Reserve Account

4.1. Based upon the individual circumstances with respect to the credit-worthiness of the Merchant, Roark Holdings LTD has the right to either:

- a) retain or withhold a percentage of the Remittance as Roark Holdings LTD may advise the Merchant as a rolling reserve. Such percentage as may be amended from time to time with notice to the Merchant and shall be based on the Transactions from all Card Payments on any particular day. Roark Holdings LTD shall retain this amount for a period as determined by Roark Holdings LTD in its sole discretion at the end of which the funds retained will be released to the Merchant subject to no further Chargebacks being incurred;
- b) request that the Merchant to place deposit and pledge, as reserve and security for any and all of the Merchant's obligations under this Agreement and any other agreements now existing or later entered into between the Merchant and Roark Holdings LTD, an amount equal to a percentage of the anticipated Transactions from all Card Payments, such amount and period of deposit shall be determined by Roark Holdings LTD in its sole discretion;
- c) request the Merchant to create or maintain a Reserve Account;
- d) request the Merchant to procure an independent guarantee; and
- e) require the replacement of a previous form of collateral which has been withdrawn or which is required to be replaced for any reason.

4.2. The provisions of Clause 4.1 shall continue to apply, whether or not on a rolling over basis until termination of this Agreement and Roark Holdings LTD shall continue to hold these reserves as security for a period as determined by Roark Holdings LTD in its sole discretion until (i) the date the provision of both the Roark Holdings LTD Services and the Card Payment Services ceases and (ii) such time as Roark Holdings LTD is satisfied that the Merchant has no further obligations to Roark Holdings LTD under this Agreement.

4.3. To secure the Merchant's obligations to Roark Holdings LTD under this Agreement and any other agreement for the provision of related equipment or related services (the "Obligations"), the Merchant grants to Roark Holdings LTD a first priority lien and security interest in and to and pledges (or hypothecates with delivery) any of the Merchant's funds credited to the Reserve Account or any other account or otherwise pertaining to the Transactions contemplated by this Agreement now or hereafter in the possession of Roark Holdings LTD whether now or hereafter due or to become due to the Merchant from Roark Holdings LTD (the "Pledged Funds"). For the purposes of the laws of the United Kingdom, the Merchant expressly consents to the Pledged Funds securing the Obligations and acknowledges that Roark Holdings LTD has obtained control of the Pledged Funds. Any such funds, money or amounts may be commingled with other funds of Roark Holdings LTD, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of Roark Holdings LTD. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, Roark Holdings LTD is hereby authorised by the Merchant at any time and from time to time, without notice or demand to the Merchant or to any other person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of the Merchant's obligations to Roark Holdings LTD under this Agreement and any other agreement with Roark Holdings LTD for any related equipment or related services, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.4. The Merchant agrees to duly execute and deliver to Roark Holdings LTD such instruments and documents as Roark Holdings LTD may reasonably

request to perfect and confirm the lien, security interest, right of set off, recoupment and subordination set forth in this Agreement. Upon request by the Merchant, Roark Holdings LTD shall provide an accounting in reasonable detail of all amounts set off or recouped pursuant to this Clause 4 and the Merchant obligations toward which such amounts were appropriated or applied.

4.5. If the funds in the Reserve Account are insufficient to satisfy any Chargeback or financial adjustment, then Roark Holdings LTD will notify the Merchant and provide the Merchant with an opportunity to satisfy or otherwise provide sufficient reserve for such Chargeback or financial adjustment within three (3) business days of the Merchant's receipt of such notice. If the Merchant fails to satisfy or otherwise provide sufficient reserve for such Chargeback or financial adjustment within the allotted time, then Roark Holdings LTD shall be entitled to debit the amount from any other accounts maintained by the Merchant with Roark Holdings LTD.

4.6. Funds in the Reserve Account will remain in the Reserve Account for nine (9) months following the later of termination of this Agreement or the last activity in the Merchant's account, provided, however, that the Merchant will remain liable to Roark Holdings LTD for all liabilities occurring beyond such period. After the expiration of the nine (9) month period Roark Holdings LTD will provide the Merchant with a written notification advising that (i) such period has expired and (ii) requesting the Merchant to provide Roark Holdings LTD with an address where the funds should be delivered.

5. Merchant Representations and Warranties and Indemnity

5.1. The Merchant undertakes, represents and warrants to Roark Holdings LTD that while using the Roark Holdings LTD Services:

- a) it provides and will provide such information to the Customers on its website and in other commercial communications to Customers as is required pursuant to applicable federal and provincial laws of the Country of Origin and of those countries in which it offers its goods and/or services;
- b) it does not and will not add any amount or surcharge to the Purchase Price with respect to Card Payments, unless permitted by the Rules;
- c) it discloses and will disclose to the Customer, at the time of the Card Payment and in accordance with the Rules, any limitation it has on accepting returned merchandise or services;
- d) it respects and will respect the intellectual property rights of third parties with regards to the goods and/or services provided to its Customers using the Services and does not and will not infringe such rights in any way and upon becoming aware of any infringement of such rights will immediately terminate such infringement;
- e) it does not and will not sell any goods or services the sale of which is prohibited under the laws of the United Kingdom and of those countries in which it offers its goods and/or services and/or the Rules;
- f) it complies and will comply with all laws of the United Kingdom or the European Union (as the same may be amended, restated, supplemented and/or substituted from time to time) and personal data protection laws of the Country of Origin and of those countries in which it offers its goods and/or services and that it shall implement appropriate technical and organisational measures to protect personal data;
- g) it will only accept payment in respect of goods and services which commonly fall within the Merchant's business (as notified to Roark Holdings LTD prior to the Effective Date and from time to time, should the Merchant's business change);
- h) it will, notwithstanding any Authorisation or request of a Customer, not re-enter or reprocess any transaction which has been charged back;
- i) it will perform its obligations towards Customers, including but not limited to accepting responsibility for the acceptance of a Customer order, its fulfillment in an agreed upon manner, and all material warranties and guarantees or order commitments;
- j) it uses and will use a Sales Form to document each Transaction;
- k) it will not use the Services in any manner whatsoever which constitute a violation of any law or regulation which may cause (continued)

Roark Holdings LTD to be subject to any investigation, prosecution or legal action or for any type of business which is in the opinion of Roark Holdings LTD unacceptable;

l) it is and will remain PCI Compliant for the term of this Agreement;

m) it shall immediately notify Roark Holdings LTD if it 5.3. becomes aware of or suspects any security breach relating to Transaction Data (whether or not the Merchant has complied with the PCI DSS Standards). As soon as reasonably practicable, the Merchant shall also (and without prejudice to any other remedy Roark Holdings LTD immediately identify and remediate the source of such security breach and take any steps that Roark Holdings LTD requires of the Merchant including but not limited to the procurement (at the Merchant's cost) of forensic reports from third parties recommended by Roark Holdings LTD;

n) it warrants and represents to Roark Holdings LTD the accuracy of the information provided by it to Roark Holdings LTD, whether given prior to the execution of this Agreement, or at the beginning or during 5.4. the term of this Agreement;

o) it will enable Roark Holdings LTD to deal with any Chargeback, dispute or fraud report;

p) it will not appoint any agent, supplier or any other third party to process Transactions on its behalf without the prior written approval of Roark Holdings LTD. If the Merchant accepts Transactions without such approval, Roark Holdings LTD may, in addition to any other 5.5. rights they may have under this Agreement, establish a

Chargeback reserve account to protect them from risk of loss;

q) it will adhere to the MCC(s) assigned to it by Roark Holdings LTD with respect to each Transaction;

r) it shall immediately notify Roark Holdings LTD in writing of any other agreement that the Merchant enters into concerning its acceptance of Transactions;

s) it is and will remain compliant with the Rules for the term of this Agreement;

t) it will not use the Roark Holdings LTD Services in any manner 5.6. whatsoever which constitute a violation of any law, governmental regulation or regulation of the Card Organisations which may cause Roark Holdings LTD to be subject to any investigation, prosecution or legal action; and

u) it shall provide Roark Holdings LTD with immediate notice of its intent to alter in any way its approved monthly volume, average ticket and highest ticket.

5.2. The Merchant will indemnify Roark Holdings LTD hold Roark Holdings LTD harmless for any and all any losses, actions, causes of action, claims, demands, costs, liabilities, expenses, sanctions, fines or penalties, costs (including legal fees) and damages incurred by Roark Holdings LTD as a result of (i) any claim by a Customer or any other third party which is made against Roark Holdings LTD in connection with an (alleged) breach by the Merchant of the representations, undertakings and warranties contained in this Agreement, or (ii) any claim by any Card Organisation, Card Issuer or any other third party on the basis of any other (alleged) fault, act or omission by the Merchant or its affiliated companies to comply with this Agreement and/or the Rules, provided that the Merchant is as soon as practically possible notified of any such claims. The Merchant shall have the sole right to defend such claims at its own expense. Roark Holdings LTD shall provide, at the Merchant's expense, such assistance in investigating and defending such claims as the Merchant may reasonably request,

(iii) the Merchant's, its employees' or agents' fraud, negligence or willful misconduct in connection with Transactions or otherwise arising from the Merchant's provision of goods and services to Customers; (iv) Transactions or the settlement of funds from Transactions or the Merchant's use of the Services; (v) any third party indemnifications Roark Holdings LTD is obligated to make as a result of the Merchant's actions (including indemnification of any Card Association or Issuer); or (vi) any fine imposed by any Card Association on account of any of the Merchant's acts or omissions. The Merchant's indemnification obligations shall

include an obligation to assume all legal, audit and investigation fees incurred by Roark Holdings LTD in relation to this Agreement on account of the Merchant's acts or omissions or those of their respective affiliated companies. This clause will survive termination of this Agreement.

5.3. Upon the occurrence of Excessive Activity, a Threatening Condition, a breach of this Agreement, dishonesty or fraud by the Merchant against Roark Holdings LTD or the Customer, or a change in the financial condition of the Merchant, Roark Holdings LTD is authorised to take any action they deem necessary including but not limited to (i) suspension of processing privileges under this Agreement, (ii) withhold payment owing to the Merchant or (iii) request creation or maintenance of a Reserve Account. The period for such suspension of or withholding payment is to be determined by Roark Holdings LTD in its sole discretion. The Merchant agrees and accepts herein not to hold Roark Holdings LTD liable for any loss arising in respect of the foregoing.

5.4. Roark Holdings LTD may upon fourteen (14) days' notice change all or alter the networks to which it connects for the processing of Card Payments. The Merchant acknowledges that this notice period shall not apply to (i) any change or alteration resulting from rules and operating regulations issued from time to time by the Card Organisations and/or (ii) any other fundamental circumstances to be determined in Roark Holdings LTD's sole discretion.

5.5 Since the Roark Holdings LTD Services are kept up to date with going market requirements, from time to time Roark Holdings LTD may adjust the content and interfaces of the Roark Holdings LTD Services. If such adjustments lead to a necessary change in software, interfaces or operating procedures at the Merchant, Roark Holdings LTD will notify the Merchant as soon as possible prior to the execution of such adjustments. The Merchant shall be solely responsible for all telephone, computer, hardware and software equipment and services necessary to access and utilise the Roark Holdings LTD Services and/or the Card Payment Services.

5.6 Roark Holdings LTD will keep existing interfaces or products available for at least one (1) year after signing this Agreement, except for those circumstances where this may not reasonably be expected (including but not limited to changes in interfaces or products imposed on Roark Holdings LTD or changes in the regulatory environment).

6. Information Obligation

6.1. Under and pursuant to this Agreement the Merchant is obligated to, inter alia, notify Roark Holdings LTD of any changes in ownership, regulatory actions, financial conditions and business products or services a merchant provides that could affect the rights of Roark Holdings LTD under this Agreement.

6.2. The Merchant is as of the Effective Date obligated to provide Roark Holdings LTD with any other written or oral Information, including but not limited to URLs, credit-worthiness, financials and corporate information, which Information needs to be true, up-to-date, correct information and in full force and effect in all respects at all times.

6.3. The Merchant represents and warrants that no event or circumstance has occurred or arisen and no Information has been omitted and no information has been given or withheld that results in the Information provided prior to the Effective Date of this Agreement being untrue or the Information provided prior to the Effective Date of this Agreement being untrue or misleading or other than fair and reasonable.

6.4. The Merchant commits on an ongoing basis to not be involved – directly or indirectly – in, inter alia, withholding Information or providing misleading or incorrect or other than fair Information during the term of the Agreement.

6.5. The Merchant undertakes, for the entire term of this Agreement, to immediately inform Roark Holdings LTD of any changes, in particular of the occurrence, or likely occurrence, of any circumstances which might constitute grounds for immediate termination, including but not limited to any changes of ownership, regulatory actions, a corporate reorganisation, a change of control, a refinancing of any debt, volume in excess of the approved annual Transaction volume, financial conditions and/or any change to the core business for which the Merchant uses the Services.

6.6. The Merchant shall permit each of Roark Holdings LTD to send its own agents or duly authorised representatives to carry out any technical or financial assessments, controls or audits that it considers necessary in relation to the management of this Agreement.

6.7. The Merchant shall supply relevant Information and documents which may be requested for the purpose of such assessments, controls or audits, and take all suitable measures to facilitate the work of persons instructed to carry them out. The Merchant undertakes to give to the persons referred to in Clause 11.6 (or to procure the giving to such persons of) access to sites and premises where the relevant Information and documents are kept.

7. Privacy

7.1. Roark Holdings LTD, processing personal data of Customers and/or Card data or Transaction data as part of the Roark Holdings LTD Services provided under this Agreement, acts as the processor of such data, under the direction and responsibility of the Merchant in the role of controller of such personal data. Roark Holdings LTD's Privacy Policy.

7.2. The sale or disclosure of cardholder data is strictly prohibited by the Rules, as well as the laws of the United Kingdom and the European Union. Unless the Merchant obtains written consents from each applicable Card Organisation, Roark Holdings LTD and the cardholder, the Merchant must not use, disclose, sell, or otherwise disseminate any cardholder data to any third parties except as necessary to use the Card Payment Services or Roark Holdings LTD Services, resolve Chargebacks, complete retrieval requests, or as required by subpoena or order by a court or other governmental agency.

7.3. The Merchant shall use proper controls to restrict access to all records containing Card data. The Merchant may not retain or store magnetic stripe data after a transaction has been authorised. If the Merchant stores any electronically captured signatures of a cardholder, the Merchant may not reproduce such signature except upon the specific request of Roark Holdings LTD, the Merchant shall store all media containing cardholder data (including Sales Forms, credit records, rental agreements, etc.) in an area limited to selected personnel, and, prior to discarding any such media destroy the media in a manner that renders the data unreadable and unrecoverable. In addition to the foregoing, the Merchant shall comply with the applicable requirements of the MasterCard cardholder Information Security Program and the Visa Account Information Security Program, including but not limited to informing Roark Holdings LTD of any third party involved in the processing of Transaction data on the Merchant's behalf and procuring that such party is registered under the applicable program with the Card Association(s).

7.4. Roark Holdings LTD shall promptly notify the Merchant if the subject of any Personal Data makes a written request to have access to their personal data or makes a complaint or request relating to the Merchant's obligations under the Data Protection Legislation.

7.5. The Merchant shall comply with the Data Protection Legislation and personal data protection laws of the Country of Origin and of those countries in which it offers its goods and/or services and it shall implement appropriate technical and organisational measures to protect Personal Data.

7.6. Roark Holdings LTD will keep the Transaction Data for as long as required in order to perform its obligations under this Agreement to comply with its obligations vis-à-vis the Customers. The period in which the Transaction Data will be stored will as a minimum equal the period granted to Customers by Roark Holdings LTD for the making of Chargebacks.

7.7. The Merchant shall indemnify and hold harmless Roark Holdings LTD against:

- a) all fines/penalties brought or made against any of Roark Holdings LTD by data protection authorities; and
- b) against all costs (including reasonable legal fees) and damages incurred by Roark Holdings LTD as a result of a claim by a Customer or any other third party which is made against Roark Holdings LTD in connection with an (alleged) breach by the Merchant to comply with its obligation of Clause 9.5 of this Agreement.

7.8. Roark Holdings LTD accept no responsibility for the privacy policies of the Merchant and for the processing of personal Customer data by the Merchant. Roark Holdings LTD accepts no responsibility for the processing of personal Customer data Roark Holdings LTD.

7.9. Roark Holdings LTD accepts no responsibility for the processing of personal Customer data by any third party other than its sub-contractors.

7.10. Unless it is required to do so by law or pursuant to an order from governmental authorities, Roark Holdings LTD will not provide any personal Customer data to third parties other than Roark Holdings, LTD to the extent such is required in order to process the payment instructions from the Customer.

8. Independent Guarantee.

When so requested, the Merchant shall procure an independent guarantee in favour of Roark Holdings LTD substantially in the form of Section 9 of the Merchant Application & Agreement (Personal Guarantee) or otherwise satisfactory to Roark Holdings LTD.

9. Service Level

9.1. Roark Holdings LTD guarantees an average uptime of ninety-nine point five percent (99.5%) per month of the Roark Holdings LTD Payment Server on the condition of full availability of the services of its internet- and telecom providers.

9.2. In the event Roark Holdings LTD fails to meet the guaranteed uptime during two (2) or more subsequent months, it will grant the Merchant a discount as follows: a) ten percent (10%) over the Service Fee for the first (1st) month; b) twenty percent (20%) over the Service Fee for the second (2nd) month; c) forty percent (40%) over the Service Fee for the third (3rd) and any subsequent months.

9.3. The above-mentioned discount is Roark Holdings LTD's sole liability with respect to the (un)availability of the Roark Holdings LTD Services.

9.4. Roark Holdings LTD does not guarantee and is not responsible for any minimum response time in connection with on-line authorisation of payment from the Card Organisations or availability of specific payment methods.

9.5. The Roark Holdings LTD Payment Server is located in a secure environment, protected by an alarm installation, and is monitored seven (7) days a week, twenty-four (24) hours per day.

9.6. Access to the Roark Holdings LTD Payment Server and to the data thereon is permitted to authorised personnel of Roark Holdings LTD only. The data on the Roark Holdings LTD Payment Server are protected by a firewall. The Roark Holdings LTD Payment Server supports robust encryption technologies.

9.7. Roark Holdings LTD will not be responsible for any failure of the Services if such failure is a result of the Merchant's failure to integrate a software update in accordance with Roark Holdings LTD's notification. Roark Holdings LTD shall not have any obligation to provide support or services for any outdated version of the software.

9.8. Roark Holdings LTD may upon fourteen (14) days' notice change all or alter the networks to which it connects for the processing of Card Payments. The Merchant acknowledges that this notice period shall not apply to (i) any change or alteration resulting from rules and operating regulations issued from time to time by the Card Organisations and/or (ii) any other fundamental circumstances to be determined in Roark Holdings LTD's sole discretion.

10. Intellectual Property Rights

10.1. Roark Holdings LTD hereby grants the Merchant a royalty-free, non-transferable and non-exclusive right for the term of this Agreement to use the Trademarks on its website(s) and in any off-line promotional materials solely in order to indicate that it makes use of the Roark Holdings LTD Services. The Merchant shall use such Trademarks in accordance with Roark Holdings LTD's directions for the use of such Trademarks. The Merchant does not have a right of sub- license. Roark Holdings LTD may apply limitations to the right granted to the Merchant under this paragraph at any time and at its sole discretion.

10.2. The Merchant hereby grants Roark Holdings LTD and its affiliated companies an irrevocable, royalty free and non-exclusive right for the term of this Agreement to use its trademark and logos on their websites and in off-line publications for promotional purposes.

10.3. When using the Trademarks, the Merchant will ensure that no composite marks are created with its own trademarks and/or logos.

10.4. The Merchant acknowledges that its use of the Trademarks does not create for itself any rights in the Trademarks other than those explicitly granted in this Agreement.

10.5. The Merchant acknowledges and agrees that all Intellectual Property, including but not limited to, in and relating to the Trademarks are owned by or licensed to Roark Holdings LTD or its affiliates.

10.6. All proprietary rights in the equipment (such as interfaces) and other materials used or made available by Roark Holdings LTD in the performance of this Agreement, whether or not supplied to the Merchant, shall remain with Roark Holdings LTD or its licensors. The Merchant shall only acquire such right of use as is explicitly granted hereunder or otherwise. The Merchant shall not reverse engineer, decompile, disassemble, translate, modify, decompile or disclose to any third party the Roark Holdings LTD Payment Server and related software nor shall it do so to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listing for such Roark Holdings LTD Payment Server or software. The Merchant shall have no right to use, market, distribute, sell, sub-license, deliver or otherwise transfer the Payment Server and related software or any part thereof either for or to any third party. The Merchant shall not alter any Trademarks, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Roark Holdings LTD Payment Server and related software or any part of any of them, or any of their supporting materials, documentation or packaging. Any future additions, modifications, versions, upgrades or updates of the Roark Holdings LTD Payment Server and related software released to the Merchant shall be deemed to be part of the Roark Holdings LTD Payment Server and related Software, shall be licensed to the Merchant under the terms of Clause 9.5, and the Roark Holdings LTD Payment Server and related software shall benefit from the restrictions set out herein.

10.7. Upon termination of this Agreement, the Merchant will immediately withdraw any reference to Roark Holdings LTD from its website(s) and will cease the use of the Trademarks.

11. Card Organisation Marks

11.1. The Merchant shall display any of the Card Organisation's logos or trademarks (the "Marks") only on the Merchant's promotional materials and website to indicate that the Card Organisations are accepted as funding sources for Transactions. The Merchant agrees that it shall not use the Marks either directly or indirectly, to imply that any of the Card Organisations endorses the Merchant's goods or services; nor may the Merchant refer to any of the Card Organisations when stating eligibility requirements for purchasing its products, services or memberships.

11.2. The Merchant shall adequately and prominently display the Marks on the Merchant's website to inform the public that any of the Card Organisation's Cards will be honoured at the Merchant's website as approved by Roark Holdings LTD in advance.

11.3. The Merchant shall respect and uphold the trademark rights and other intellectual property rights owned by the Card Organisations and shall protect, and must not infringe or cause a third party to infringe, such rights. Such trademark rights and intellectual property rights shall not be used for purposes not contemplated under the Merchant Agreement or for any other purpose not prior agreed to by Roark Holdings LTD and/or the relevant Card Organisation in writing.

12. Fees, Costs, Expenses, Fraud and Risk

12.1. Non-Compliance.

The Merchant agrees and acknowledges that Roark Holdings LTD is entitled to impose any Fines on the Merchant for non-compliance with terms and conditions of this Agreement and/or the Rules. The Merchant agrees and acknowledges that it shall be required to pay the monthly non-compliance fee until Roark Holdings LTD confirms that the Merchant is no longer non-compliant.

12.2. Non-Compliance Fee

The monthly non-compliance fee of at least fifty Euro (€ 50) for each individual breach shall be immediately payable to Roark Holdings LTD without any damage or losses being required to be proven by Roark Holdings LTD and without prejudice to any other rights of Roark Holdings LTD under applicable law. This fee is intended to represent a pre- estimate of the damages that Roark Holdings LTD respectively will incur as a result of the Merchant's breach in order to engage in ongoing enhanced monitoring, comply with notification requirements and reporting requirements to the both the Card Organisation, and others and otherwise mitigate the risks to Roark Holdings LTD as a result of a breach by the Merchant here under.

12.3. Enforcement Cost

The Merchant shall pay Roark Holdings LTD the amount of all costs and expenses (including, without limitation legal fees, card fraud and any other type of credit fraud or Merchant disputes including Chargebacks)) incurred by Roark Holdings LTD in connection with the enforcement of, or the preservation of any rights under this Agreement.

12.4. Chargebacks and Card Association Compliance

Roark Holdings LTD, the Card Associations and the issuing banks of the Card Associations all have the right to Chargeback any Transaction processed through the Services to the extent that such Transaction is presented or processed in violation of the applicable Rules, this Agreement or where the Customer disputes the Transaction pursuant to the applicable Rules. The Merchant shall ultimately be responsible for the Transactions it processes. The Card Associations may impose Fines if the Merchant's Chargeback volume or the number of Transactions the Merchant processes on fraudulent or counterfeit Cards is excessive. The Merchant agrees and acknowledges that it is responsible to reimburse Roark Holdings LTD for the amount of all Fines levied as a result of these Transactions. The Merchant will cooperate with Roark Holdings LTD to determine why the Merchant's Chargeback volume or the number of Transactions processed on fraudulent or counterfeit Cards is excessive and to implement measures to reduce the volume. Roark Holdings LTD may terminate access to the Services if the Chargeback volume or the number of Transactions processed on fraudulent or counterfeit Cards is excessive and/or exceeds Card Associations' accepted levels

12.5. The Parties agree to cooperate in the appeal of any non-compliance notices received from the Card Associations, including any notice claiming breach of the Rules by provision of the Services (a "Non- Compliance Claim"). In the event that Roark Holdings LTD receives a Non-Compliance Claim, such Party shall promptly give written notice to the Merchant and the Parties shall meet to discuss the Non-Compliance Claim and work together to settle the matter. Notwithstanding the foregoing, the final resolution or disposition of any Non-Compliance Claim as between Roark Holdings LTD and the Merchant shall be at the sole and absolute discretion of Roark Holdings LTD.

12.6. The Merchant is responsible for, and shall pay to Roark Holdings LTD on demand, any Fines imposed upon Roark Holdings LTD by a Card Association with respect to, or resulting from, the acts or omissions of the Merchant.

12.7. The Merchant will bear all collection risk (including, without limitation, Card fraud and any other type of credit fraud or Merchant disputes including Chargebacks) with respect to sales of its products or services and will bear all responsibility and liability for the proper payment of all taxes which may be levied or assessed (including, without limitation, sales taxes) in respect of sales of its products or services.

13. Confidentiality

13.1. During the term of this Agreement, the Parties may exchange Confidential Information.

13.2. During the term of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Receiving Party shall:

- a) keep Confidential Information confidential;
- b) not disclose Confidential Information to any person other than with the prior written consent of the Disclosing Party or in accordance with Clause 13.3; and
- c) not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement.

13.3. During the term of this Agreement, the Receiving Party may disclose the Confidential Information to its employees (the "Recipient") and/or to the Card Organisations to the extent reasonably necessary for the purposes of this Agreement.

13.4. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient were a party to this (Continued)

Agreement. The Merchant agrees and acknowledges that the foregoing does not apply to any recipient being a Card Organisation as set forth in Clause 13.3. 14.2. 13.5. The obligations contained in Clause 13.2 shall not apply to any Confidential Information which:

- a) is in the public domain at the date of this Agreement, or at any time after the date of this Agreement comes into the public domain other than through breach of this Agreement by the Receiving Party or any Recipient;
- b) is known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party without any obligation to hold it in confidence;
- c) subsequently comes lawfully into the possession of the Receiving Party from a third party free to disclose such information without any restriction; or
- d) is approved for release by written authorisation of the Disclosing Party but only to the extent of such authorisation.

The exceptions detailed in this Clause 13.5 shall not apply to Confidential Information that is sufficiently unique or detailed to distinguish it from more general information that is already in the public domain or in the possession of the Receiving Party or the Recipient. Additionally, the above exceptions shall not apply to Confidential Information that is made up of several elements merely because the individual elements are in the public domain or in the possession of the Receiving Party or the Recipient. Furthermore, although this Agreement does not restrict the Receiving Party from working with a person or entity which has independently developed information or materials similar to the Confidential Information in such circumstance, either (i) the Receiving Party agrees not to disclose to third parties the fact that any similarity exists between the Confidential Information and the independently developed information and materials, and the Receiving Party understands that such similarity does not excuse the Receiving Party from the non-disclosure and other obligations in this Agreement; or (ii) any written exclusivity arrangement entered into between the Disclosing Party and the Receiving Party either prior or subsequent to this Agreement shall prevail according to its terms. Finally, it is nevertheless specified that each of Roark Holdings LTD, due to its parent company's as a certified payment institution is authorised to communicate to the supervisory authorities, and in particular the competent judicial, administrative or fiscal authorities, any necessary information attesting to its compliance with regulations or which might be required by these authorities.

13.6. In the event that a Party breaches any of the above confidentiality provisions in any way, it shall be liable to the other Party for the damages caused thereby. The Receiving Party shall jointly and severally be responsible for any improper disclosure or use by its Recipients of Confidential Information to the same extent as if the Receiving Party had received such Confidential Information directly and made the same disclosure or use of such Confidential Information as did its Recipients.

13.7. The Parties agree that an impending or existing violation of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

14. Non-compete.

14.1. During the duration of this Agreement, or, if this Agreement is terminated by the Merchant without cause or by Roark Holdings LTD with cause prior to the end of the term contemplated herein, for the period of time ending on that date that is three (3) years after the Effective Date (the "Determination Date"), the Merchant expressly acknowledges and agrees that it shall not in any manner whatsoever circumvent or attempt to circumvent Roark Holdings LTD by entering into any negotiation or dealing with the merchant acquirer providers of the Roark Holdings LTD Services with whom the Merchant has or may have become aware or had any interaction, whether directly or indirectly, as a result of Roark Holdings LTD's efforts to provide the Roark Holdings LTD Services or otherwise perform its obligations hereunder. For the avoidance of doubt, the merchant acquirer of Roark Holdings LTD Services include, but are not limited to, any acquiring bank institutions, Card Organisations member institutions, and merchant aggregation service providers (including Payment Service Providers and Merchants as defined by the applicable Rules of the Card Organisations).

14.3. The Merchant acknowledges and agrees that a breach by it of its obligations in Clause 14.1 or by its affiliates, subsidiaries, and associates or the principal owners and/or operators thereof.

14.2 shall constitute a material breach of this Agreement and in the event of such a breach Provider shall have the right, without prejudice to any other rights it may have under applicable law, to require the Merchant to pay to it an amount which is the greater of either:

(i) the amount of (x) the Merchant's average monthly fees (i.e. transaction fees plus discount rate minus interchange fees and Card Organisations fees) in the period prior to the Merchant's breach of this obligation multiplied by (y) the number of months if positive, that is equal to the difference between (a) the Determination Date and (b) the date that the Agreement is terminated by the Merchant without cause or by Roark Holdings LTD with cause (with any period that is less than a full month being pro-rated accordingly); or

(ii) (ii) the amount that is equal to (x) the aggregate amount of all commissions and fees that would have been payable by the Merchant to Roark Holdings LTD if the Merchant and/or its affiliates, subsidiaries, and associates or the principal owners and/or operators thereof had not breached the obligations in Clause 14.1 or 14.2, as applicable (which aggregate amount, for clarity, shall be calculated based on the Merchant's actual processing volume with, and the commissions and fees payable to, both Roark Holdings LTD and the other merchant acquirer service Roark Holdings LTD(s) for the applicable time period), plus (y) all costs, fees and expenses incurred by Roark Holdings LTD to recover such aggregate payable amount.

14.4. The Parties agree that the amount payable to Roark Holdings LTD pursuant to Clause 14.3: (i) is a genuine pre-estimate of liquidated damages Roark Holdings LTD would suffer as a result of a breach of Clause 14.1 or 14.2 hereof by the Merchant; (ii) is reasonable in light of the anticipated harm arising by reason thereof and is not a penalty; and (iii) shall not be capable of being mitigated.

15. Duration and Termination

15.1. This Agreement enters into force per the Effective Date for three a period of (3) years with an auto-renewal clause every six (6) months and may be terminated by either Party at any time against the end of a calendar month by observing three (3) months prior written notice.

15.2. Roark Holdings LTD and the Merchant have the right to terminate this Agreement with immediate effect, if one of the other

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Parties:

- a) materially breaches this Agreement and, if such breach can be remedied, fails to remedy the breach within thirty (30) days after having been given notice of such breach by a non-breaching Party;
- b) is declared bankrupt or is granted a suspension of payment;
- c) suspends or ceases its business.

15.3. Roark Holdings LTD has the right (i) terminate or (ii) suspend this Agreement in whole or in part with immediate effect, if the Merchant:

- a) becomes involved in the sale of goods and/or services the sale of which is unlawful in the Country of Origin or the country in which the goods and/or services are offered;
- b) becomes subject to any sanction imposed or an investigation launched by a regulatory body or Card Organisation involving possible unlawful business practices;
- c) has Excessive Activity, irregular Transactions or any other circumstances which, in Roark Holdings LTD's sole discretion, may increase their exposure for the Merchant's Chargebacks or otherwise present a financial or security risk to each of Roark Holdings LTD;
- d) runs an account which remains dormant for more than six (6) consecutive months;
- e) files for bankruptcy or suspension of payments;
- f) changes the nature of its business, operations or ownership without prior approval from Roark Holdings LTD;

- g) is not or no longer accepted by Roark Holdings, LTD and/or Card Organisations;
- h) revokes its consent to debit the Reserve Account or the Credit Card under the PAD Agreement.
- i) breaches any provision of this Agreement
- j) t; or is no longer PCI Compliant.

15.4. Upon receipt of Roark Holdings LTD's notification, the Merchant. agrees to investigation referred to in Clause 15.3(b).

15.5. In the event that Roark Holdings LTD reasonably believes that a Threatening Condition exists, Roark Holdings LTD will provide the Merchant with notice of the Threatening Condition, upon receipt of which Merchant agrees to exercise its best efforts to cure the Threatening Condition. If in Roark Holdings LTD's sole discretion, the Threatening Condition poses an imminent or actual threat to the Roark Holdings LTD Payment Server, the Merchant agrees to suspend any and all activity on its account until such threat is cured. Notwithstanding the foregoing, Roark Holdings LTD may thereafter deactivate the Merchant's account without notice until the threat is cured if the Merchant does not itself suspend activity.

15.6. The Merchant acknowledges that Roark Holdings LTD is required to report its business name and the name of Merchant's principals to the Card Organisations when the Merchant is terminated due to any reasons listed in the Rules.

15.7. The Merchant shall be and remain liable to Roark Holdings LTD for any Card Fees outstanding.

15.8. The obligations regarding accepted Sales Forms will survive termination. The Merchant must maintain in the Reserve Account enough funds to cover all Chargebacks, deposit charges, refunds and fees (including Service Fees and Card Fees) incurred for a reasonable time but in any event not less than the time specified in this Agreement.

15.9. The Merchant authorises Roark Holdings LTD to charge the Reserve Account, or any other account maintained under this Agreement, for all such amounts. If the amount in Reserve Account is not adequate, the Merchant will pay Roark Holdings LTD the amount due upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees.

15.10. Within fifteen (15) business days of the date of termination, the Merchant shall return all equipment owned by Roark Holdings LTD and immediately pay Roark Holdings LTD, any amounts payable for equipment costs.

16. Independent contractor

This Agreement is not intended to and shall not be interpreted to create a joint venture or partnership or formal business entity of any kind between or among Roark Holdings LTD and/or the Merchant. Each Party shall act as an independent contractor and neither Party shall have any authority to bind the other Party. The Parties agree that, except as specifically provided in this Agreement, no Party grants any other party the power or authority to make or give any agreement, statement, representation, warranty or other commitment on behalf of another Party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of another Party, or to transfer, release or waive any right, title or interest of such another Party.

17. Limitation of Liability

17.1. The liability of Roark Holdings LTD, including any obligation to repay any amount pursuant to a termination, either on the basis of breach or wrongful act, in relation to this Agreement is limited in aggregate to the amount of Service Fee paid to Roark Holdings LTD by the Merchant for six (6) months prior to the act or omission on which such liability is predominantly vested.

17.2. Roark Holdings LTD's responsibility in regard to the Remittance is restricted to transferring to the Merchant the amount as received from Roark Holdings LTD subject to any deductions as made in accordance with this Agreement. In no event shall Roark Holdings LTD bear any responsibility to the Merchant in excess of the Remittance made available by an acquirer. Under no circumstances shall Roark Holdings LTD be liable for any failure of an acquirer to effect payment of the Purchase Price or payment of (any part of) the Remittance or for any other

17.3. Roark Holdings LTD shall not be liable, to the Merchant, any Guarantor or any third party for any loss of profits, loss of reputation, loss of business opportunity, loss of turnover, loss of goodwill, loss of data or for any special, punitive, indirect or consequential damages, arising out of this Agreement even if the Party at fault has been advised of the possibility of such damages.

17.4. Roark Holdings LTD shall not bear any liability in relation to any decision of any regulator, Card issuer or Card Organisation.

17.5. Roark Holdings LTD will not be liable for any delays in transfer of settlement funds or errors in debit and credit entries caused by third parties.

17.6. Roark Holdings LTD does not warrant that the Roark Holdings LTD Services and/or software are error free or operate without interruption or are compatible with all equipment and software configurations.

17.7. The limitations of liability set forth in this Agreement shall not apply in the event of gross negligence or wilful misconduct by either Party.

17.8. Neither Party shall be liable for any delay in or failure to perform its obligations if that delay or failure is caused by circumstances beyond its reasonable control, including without limitation fires, strikes, insurrections, riots, embargos, inability to obtain supplies, refusal, or revocation of license or regulations of any civil authority, fire, act of god, flood or any network breach, breakdown in any third party equipment including third party computer hardware or third party software.

18. Amendment

18.1. No amendment of this Agreement shall be valid unless (a) it is in writing (including per e-mail) and acknowledged by the other Party or (b) by written notice from Roark Holdings LTD in the events referred to in Clauses 3.3 and 17.2. The Parties consent to such electronic communications by email.

18.2. In addition to the rights of Roark Holdings LTD under Clause 3.3, the Merchant acknowledges the right of Roark Holdings LTD to amend all or part of the terms and conditions of this Agreement at any time, and in particular:

- (a) in the event of a technical, legal, fiscal, or regulatory change;
- (b) in the event that Roark Holdings LTD were to undergo a change in the conditions of the supply of the Roark Holdings LTD Service resulting from its relations with the supervisory authorities;
- (c) at the time of the implementation of new services.

18.3. The amendments to this Agreement enter into force at the expiry of a thirty (30) days' notice period beginning on the notification thereof to the Merchant (or any longer notice period specified in the notice).

18.4. In the absence of Merchant's refusal of the amendments of this Agreement prior to the end of the aforementioned notice period, these amendments will be considered as irrevocably and definitively accepted by the Merchant and will enter into force as of the first (1st) business day following the expiry of the aforementioned notice period. 18.5. If the Merchant refuses all or a portion of the proposed amendments, he shall notify Roark Holdings LTD before the date of their entry into force, and this notice will constitute valid termination of this Agreement effective on the date of Roark Holdings LTD's receipt of this notice from the Merchant.

19. Notices

All communications under this Agreement will be in writing and will be delivered in person, via e-mail or by mail courier, return receipt requested, addressed to the following:

Roark Holdings LTD
41 Corsham St. Suite1042
London, UK N1 6DR

Roark Holdings LTD may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Clause.

20. Complaints

20.1. All complaints regarding Roark Holdings LTD's compliance with the Code of Conduct for the Credit and Debit Card Industry in the United Kingdom (the "Code") shall be directed to the relevant Party by contacting the representative at such Party with whom the Merchant regularly deals with. If that person is unable to resolve the matter to the Merchant's satisfaction, the Merchant is authorised to ask to speak with the manager or team leader of the business area. Roark Holdings LTD will respond to all Code Complaints in accordance with its customer complaint procedures, available via code complaints@pinwheelpay.com.

20.2. Any non-Code complaints in respect of Roark Holdings LTD shall be directed to Roark Holdings LTD at the addresses provided in Clause 19 (Notices).

20.3. Any unresolved non-Code complaints should be forwarded to the Vice President Global Compliance of Roark Holdings LTD at the address provided in Clause 19 (Notices). If the non-Code complaint remains unresolved, the Merchant has the right to refer its dispute to the Financial Conduct Authority (FCA).

20.4. All complaints in respect of Roark Holdings LTD shall be directed to Roark Holdings LTD at the address provided above. If the complaint remains unresolved, the Merchant has the right to refer your dispute to the Financial Conduct Authority at <https://www.fca.org.uk/> or <https://www.fca.org.uk/consumers/how-complain>

21. Disclaimers

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE MERCHANT. THIS DISCLAIMER OF WARRANTY EXTENDS TO THE MERCHANT AND ALL USERS OF MERCHANT'S GOODS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS AND SERVICES, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE PERFORMANCE.

22. Audit

During the term of this Agreement and for two (2) years thereafter, each of Roark Holdings LTD and Home Trust shall have the right to examine the Merchant's records, books, systems, controls, processes and procedures for the purpose of verifying the Merchant's compliance with the terms and conditions of this Agreement. The Merchant shall provide to the auditors and personnel of Roark Holdings LTD and Home Trust at its own costs relevant Information and reasonable access to records, sites and premises where the relevant Information and documents are kept and shall cooperate and provide to such auditors, in a timely manner, all such assistance as they may reasonably require in connection with any such audit. Except in the event that either of Roark Holdings LTD and Home Trust have a reasonable basis to believe that the Merchant is in violation of any Rules or laws, or in breach of any warranties, Roark Holdings LTD and Home Trust will provide the Merchant no less than five (5) days written notice prior to the date of an audit, the audit will be conducted during the Merchant's normal business hours, and audits shall occur no more than twice in any calendar year.

23. General

23.1. Entire Agreement: this Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all such previous agreements.

23.2. Assignment: the Merchant shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement, except that it may assign all or any of its rights under this Agreement with the prior written consent of Roark Holdings LTD (such consent not to be unreasonably withheld or delayed). Absent Roark Holdings LTD's prior written approval, the Merchant's rights are not assignable. No permitted assignment shall relieve the Merchant of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment. This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

23.3. Waiver: the failure of Roark Holdings LTD to enforce the provisions of this Agreement at any time, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of Roark Holdings LTD to enforce each and every such provision.

Remedies Cumulative: except as otherwise expressly provided by this Agreement, all rights and remedies available to Roark Holdings LTD are cumulative and may be exercised concurrently or separately and in the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

23.5. Severability: if any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

23.6. Survival: the provisions of Clause 13 (Confidentiality) of this Agreement shall survive the termination of this Agreement for whatever reason, and, in addition, the obligations of the Parties under this Agreement that by their nature continue beyond the expiration of this Agreement shall survive any termination or cancellation of this Agreement.

23.7. Counterparts: this Agreement may be executed in any number of counterparts, all of which taken together (when at least one (1) is executed by each Party) shall constitute one and the same agreement.

23.8. Language: This Agreement and all related documents have been drafted in the English language at the express request of the parties.

23.9. The Merchant agrees that it had the opportunity to seek and was not prevented nor discouraged by Roark Holdings LTD from seeking independent legal advice prior to the execution and delivery of this Agreement and that in the event that the Merchant did not avail itself of that opportunity prior to the signing of this Agreement, the Merchant did so voluntarily without any undue pressure and agrees that Merchant's failure to obtain independent legal advice shall not be used by the Merchant as a defence to the enforcement of its obligations under this Agreement.

24. Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the United Kingdom and any dispute arising therefrom that cannot be solved amicably shall be settled before the Courts of England and Wales.