

DATE: 200●

SALES REPRESENTATION AGREEMENT

BETWEEN

NAME (1)

AND

CARDPARTNER, INC. (2)

CardPartner.com™

We give groups individual attention.

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THIS AGREEMENT is made on the ● day of ● 200● (the "Commencement Date")

BETWEEN:

- (1) **NAME**, a [[] corporation], with [his/her/its] principal place of business at [](the "Representative"); and
- (2) **CARDPARTNER, INC.**, a Delaware corporation, with its principal place of business at 37 West 20th Street, Suite 809, New York, NY 10011 ("**CardPartner**").

WHEREAS:

- (A) CardPartner offers on-line services including card customization services, card management systems and internet marketing tools to facilitate the provision of branded credit card programs by Affinity Entities (as defined below) in association with Issuer (as defined below);
- (B) the Representative provides sales agency services; and
- (C) the parties have therefore agreed that the Representative shall act as Serverside's non-exclusive sales agent in the Territory during the Term promoting, and facilitating the conclusion of Affinity Agreements,

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement (except where the context otherwise requires) the following words and expressions shall have the following meanings:

Affinity Agreement a written definitive agreement entered into between CardPartner and an Affinity Entity for the supply of the Service, on CardPartner's standard terms (a copy of which at the commencement of this Agreement is set out at: https://www.cardpartner.com/form_AboutYou/step4-4-aboutyou.aspx?AEID=0A7C6&AEHash=6544E) as may be amended from time to time by CardPartner;

Affinity Entity a third-party business, company or other association, including (but not limited to) charities, non-profit corporations, membership organizations, clubs and sports teams;

Application Form an online application form, hosted on behalf of CardPartner at <http://www.cardpartner.com/dd/cp.htm> (or such other URL as CardPartner may notify the Representative from time to time), to be completed by or on behalf of an Affinity Entity for the purpose of entering into an Affinity Agreement;

Business Day a weekday, other than a Saturday, on which clearing banks are ordinarily open for business in the Borough of Manhattan, City of New York, New York;

Card Application a request for a credit card directed to Issuer pursuant to a Qualifying Affinity Agreement;

Confidential Information any information disclosed to the Representative by CardPartner or which otherwise comes to the attention of the Representative pursuant to or in connection with this Agreement (whether oral or in writing), which information by

its nature might reasonably be expected to be, or is expressly stated to be confidential or is marked as such;

Intellectual Property

any patent, trade mark registered design, application for any of the foregoing, copyright, design right or analogous right, trade or business name or other intellectual property right subsiding in the Territory in relation to the Service;

Issuer

UMB Bank N.A., a national banking association whose principal place of business is at 1010 Grand Boulevard, Kansas City, MO 64106, or such other credit card issuer as may subsequently be substituted as Issuer by CardPartner from time to time during the term of this Agreement;

Loss

any damages, loss, costs or expenses (including, without prejudice to clause 11.2, loss of profit, revenue, business, goodwill or anticipated savings (whether direct or indirect) and any indirect, consequential or special damages, loss, costs, or expenses);

Notice

any notice, consent, request, demand, approval or other communication to be given under or in connection with this agreement;

Personnel

shall include a party's directors, employees, agents, subcontractors and representatives;

Qualifying Account

a credit card account activated by Issuer pursuant to a Card Application processed and approved by Issuer during the term of the relevant Qualifying Affinity Agreement;

Qualifying Affinity Agreement

an Affinity Agreement entered into by its parties as a result of the performance by the Representative of [his/her/its] obligations under this Agreement;

Representative's Code

shall be the code assigned and notified to Representative by CardPartner, being, at the Commencement Date [●], which Representative shall ensure is included on an Application Form in order to identify the relevant Affinity Agreement as a Qualifying Affinity Agreement;

Service

the affinity card marketing service offered by CardPartner to Affinity Entities, more particularly described at <http://www.cardpartner.com/faq.asp>;

Quarter

each period of three calendar months beginning on 1st January, 1st April, 1st July or 1st October in each year, save that the first such Quarter shall be deemed to commence on the date of this Agreement and shall end on [●];

Territory

the United States of America; and

Year

the period of 12 calendar months commencing on the date of this Agreement and each successive period of 12 calendar months during the term of this Agreement.

1.2 Interpretation

In this Agreement:

- 1.2.1 the headings used in this Agreement are for convenience only and shall not affect its meaning;
- 1.2.2 references to a Section are references to a Section of this Agreement; and
- 1.2.3 references to a “party” or to “parties” are to a party to or the parties to this Agreement.

2. APPOINTMENT OF REPRESENTATIVE

2.1 CardPartner appoints the Representative to be its non-exclusive sales agent for the promotion and sale of the Service in the Territory during the Term to Affinity Entities for the conclusion of Affinity Arrangements with such Affinity Entities, and the Representative agrees to such appointment and to act in that capacity, subject to and in accordance with the terms of this Agreement.

2.2 For the avoidance of doubt, CardPartner shall be entitled to:

- 2.2.1 offer the Service to Affiliate Entities in the Territory;
- 2.2.2 set up any office, branch or company in the Territory with a view to dealing in any way with the Service;
- 2.2.3 appoint any other representative, agent or distributor of its choice in the Territory in respect of the Service on such terms and conditions as CardPartner determines in its absolute and sole discretion to be necessary or desirable.

2.3 The Representative shall not solicit or accept any orders for the Service from any person outside Territory.

2.4 Each party represents, warrants and covenants to the other party that:

- 2.4.1 it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;
- 2.4.2 it has full [corporate] power and authority to enter into this Agreement and to perform his or her or its obligations hereunder and to complete the transactions contemplated herein;
- 2.4.3 [the execution and delivery by such party of this Agreement and the consummation by such party of the transactions contemplated herein have been duly and validly authorized by all necessary corporate action;]
- 2.4.4 this Agreement is a legal, valid and binding agreement of such party, enforceable against him or her or it in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law); and
- 2.4.5 the execution, delivery and performance by such party of this Agreement (and of any documents to be executed and delivered by such party in connection with this Agreement) do not and will not conflict with, or constitute a default under, any organizational documents of such party, any law, regulation or order, or any agreement to which such party is a signatory or by which such party may be bound.

3. COMMISSION

3.1 In consideration of the obligations undertaken by the Representative under this Agreement, CardPartner shall pay the Representative a commission equal to US\$10.00 for each Qualifying Account during the term of the relevant Qualifying Affinity Agreement.

- 3.2** Commission shall become payable to the Representative by CardPartner following its receipt of payment from the Issuer in respect of each Qualifying Account and shall be paid in arrears (without interest) to the Representative on the tenth Business Day of the month following the Quarter in which CardPartner has received such payment from the Issuer.
- 3.3** For the avoidance of doubt:
- 3.3.1** after termination of this Agreement, the Representative shall remain entitled to receive commission on the terms set out in Section 3.1 on each Qualifying Account during the term of the relevant Qualifying Affinity Agreement;
- 3.3.2** commission shall be payable by CardPartner to the Representative solely for Qualifying Accounts opened pursuant Card Applications made under a Qualifying Affinity Agreement. Accordingly, without limitation, no commission shall be payable by CardPartner under this Agreement:
- (a) in relation to any Card Applications made in relation to any Affinity Agreement other than a Qualifying Affinity Agreement;
 - (b) if no Card Applications are made under any Qualifying Agreement; and
 - (c) if no Card Applications are accepted by Issuer under any Qualifying Affinity Agreement.
- 3.4** Any commission paid to the Representative by CardPartner under this Section 3 shall represent the Representative's sole remuneration for [his/her/its] activities within the Territory and, unless otherwise agreed between the parties, the Representative shall not be entitled to reimbursement by CardPartner in respect of any out of pocket or other expenses incurred by the Representative in connection with [his/her/its] duties under this Agreement, all of which expenses shall be borne by and be the sole responsibility of the Representative.
- 3.5** CardPartner shall no later than the last business day of the month following the end of a Quarter deliver to the Representative a written account showing (in reasonable detail) all Qualifying Accounts opened during the preceding Quarter within the Territory arising out of orders placed through the Representative and showing the amount of commission due to the Representative.
- 3.6** The Representative may, on giving reasonable notice, request such information, including extracts from the books and records of CardPartner as may be necessary to check the amount of commission due to [him/her/it] and CardPartner shall deliver to the Representative such information or extracts as are available to CardPartner.
- 3.7** All sums payable under this Agreement are inclusive of any applicable sales tax.

4. REPRESENTATIVE'S OBLIGATIONS

- 4.1** The Representative shall:
- 4.1.1** at all times during the term of this Agreement use [his/her/its] commercially reasonable efforts promote the Service throughout the Territory and facilitate the conclusion of Qualifying Affinity Entity Agreements;
- 4.1.2** conduct the promotion and marketing of the Service in the Territory in a professional manner consistent with customary standards for providing such services, at all times exercising at least a reasonable standard of care, to cultivate and maintain good relations with Affinity Entities in the Territory in accordance with sound commercial principles;
- 4.1.3** promptly notify CardPartner of any information received by the Representative which is likely to be of use or benefit to CardPartner in relation to the marketing of the products including, without limitation, the conditions in the market for the Service in the Territory and of competing products and the actions of CardPartner's competitors and make [himself/herself/itself] available to CardPartner, at all

reasonable times and upon reasonable notice to CardPartner, for the purposes of consultation and advice relating to this Agreement and the Service;

- 4.1.4 comply with all reasonable instructions given by CardPartner;
- 4.1.5 on the date of this Agreement inform CardPartner of any other existing representation, agency or distribution agreement between the Representative and any other person for the provision of a service reasonably similar to the Service and keep CardPartner informed of any such future agreements entered into by or on behalf of Representative;
- 4.1.6 keep and maintain complete and accurate books and records in connection with the services to be provided by the Representative pursuant to this Agreement, and during the term of this Agreement and, from time to time at CardPartner's written request, supply to CardPartner such reports, returns, forecasts and other information relating to sales and enquiries for the Service as CardPartner may reasonably request;
- 4.1.7 promptly notify CardPartner in writing of any complaints made by Affiliate Entities relating to the Service or its delivery of which the Representative becomes aware and shall not, without the express prior written approval of CardPartner, admit liability or do anything which might be taken as an admission of liability in relation to any such complaints or take any actions to defend, compromise, settle or otherwise prejudice any claims arising out of such complaints;
- 4.1.8 comply with all applicable laws and regulations in the Territory; and
- 4.1.9 at all times expressly identify [himself/herself/itself] on all promotional material relating to the Service as an authorized independent sales agent of CardPartner.

4.2 The Representative shall not without the prior express written approval of CardPartner:

- 4.2.1 incur any liability whatsoever on behalf of CardPartner or in any way pledge or purport to pledge the credit of CardPartner or accept any order or make any contract binding upon CardPartner;
- 4.2.2 take orders for the products relating to the Service except on the standard terms of CardPartner as specified in writing to the Representative from time to time, and bring such standard terms to the notice of each Affiliate Entities with whom the Representative deals before referring it to the Application Form;
- 4.2.3 make any promises or representations, or give warranties or guarantees, in relation to the Service, CardPartner or any agreements relating to the Service or Affinity Agreements;
- 4.2.4 enter into an Affinity Agreement between any Affinity Entity and CardPartner on behalf of the Affinity Entity;
- 4.2.5 be concerned, engaged or interested either directly or indirectly (whether as principal or agent and whether on the Representative's own account or jointly with any other person) in the sale or supply of any Services in the Territory which are like or similar to or which might otherwise compete with the Service during the Term of this Agreement; or
- 4.2.6 use any advertising or promotional material in relation to the Service other than those supplied by CardPartner (which such material the Representative shall not in any manner alter or modify under any circumstances, without CardPartner's prior written consent).

5. **CARDPARTNER'S OBLIGATIONS**

5.1 CardPartner shall:

- 5.1.1 provide the Representative with such documentation relating to the Service as may be necessary from time to time for use by the Representative in the Territory to promote the Service including but not limited to standard terms, advertising and promotional material; and
- 5.1.2 notify the Representative of any changes to the Service, its standard terms of sale as will enable the Representative to conduct the marketing and sale of the products in accordance with its duties under this Agreement.

6. ORDERS

- 6.1 The Representative shall promptly deliver to CardPartner all orders or enquiries received by it from an Affinity Entity.
- 6.2 CardPartner may, in accordance with terms of the Affinity Agreement, decline to provide the Service to any relevant Affinity Entity in its absolute and sole discretion (for any reason or no reason at all). If CardPartner declines to offer the Service under any Qualifying Affinity Agreement it shall promptly notify the Representative.
- 6.3 All Services under Qualifying Affinity Agreements shall be supplied by CardPartner or its affiliates, subcontractors, representatives, subsidiaries, parent or agents (other than the Representative) directly to the relevant Affinity Entity.

7. INTELLECTUAL PROPERTY

- 7.1 The Representative shall promptly notify (with reasonable specificity) CardPartner of any actual, threatened or suspected infringement on the Territory of any Intellectual Property of CardPartner of which the Representative becomes aware, and of any claim (threatened or actual) by any third party so coming to [his/her/its] notice that the importation of the Service into the Territory, or its sale in the Territory, infringes any rights of any other person, and the Representative shall at the request and expense of CardPartner (but not otherwise) do all such things as may reasonably be required to assist CardPartner in taking or resisting any proceedings in relation to any such infringement or claim.
- 7.2 The Representative shall not in any part of the world use or register (whether as part of a corporate name, as a trading style or as a trade mark) any name or mark the same as or confusingly similar to those used by CardPartner except with the express prior written approval of CardPartner and subject in all cases to the terms on which such authorisation may be given.
- 7.3 Without prejudice to the right of the Representative or any third party to challenge the validity of any Intellectual Property of CardPartner, the Representative shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with the Intellectual Property of CardPartner and shall not omit or authorize any party to omit to do any act which, by its omission, would have that effect or character.
- 7.4 The Representative shall, at the expense of CardPartner, take all such steps as CardPartner may reasonably require to assist CardPartner in maintaining the validity and enforceability of the Intellectual Property of CardPartner during the continuance of this Agreement.

8. CONFIDENTIALITY

- 8.1 Except as provided by Sections 8.2 and 8.3, the Representative shall at all times during the continuance of this Agreement and after its termination:
 - 8.1.1 keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and
 - 8.1.2 not use any Confidential Information for any purpose other than for the performance of [his/her/its] obligations under this Agreement.

8.2 Any Confidential information may be disclosed by the Representative to: any governmental or other authority or regulatory body to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the Representative using [his/her/its] reasonable efforts to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

8.3 Subject to Section 8.2, any confidential Information may be used by the Representative for any purpose, or disclosed by the Representative to any other person, to the extent only that:

8.3.1 it is at the date hereof, or hereafter becomes, public knowledge other than as a result of a breach of this section by the Representative (provided that in doing so the Representative shall not disclose any Confidential Information which is not public knowledge);

8.3.2 it is obtained by the Representative from a third party without breach of this Section 8 or any other duty of confidence;

8.3.3 it has been in the possession of the Representative prior to disclosure of the Confidential Information by CardPartner or which is independently developed without reference to any Confidential Information of CardPartner; or

8.3.4 it can be shown by the Representative, to the reasonable satisfaction of CardPartner, to have been known to the Representative prior to its being disclosed by CardPartner to the Representative.

9. FORCE MAJURE

CardPartner shall have no liability whatsoever to the Representative nor be deemed to be in default of this Agreement as a result of any delay or failure in performing its obligations under this Agreement to the extent that any such delay or failure arises from causes beyond the control of CardPartner including, but not limited to, acts of God, acts or regulations of any governmental or supranational authority, war or national emergency, accident, fire, riot, strikes, lock-outs and industrial disputes.

10. TERM AND TERMINATION

10.1 The term of this Agreement shall commence as of the Commencement Date and, subject to Section 10.2, shall continue for a period of one calendar year, when it shall automatically expire, subject to early termination in accordance with this Section 10. For the avoidance of doubt, termination of this Agreement shall be without prejudice to the continuation of each Qualifying Affinity Agreement in accordance with its terms.

10.2 CardPartner may, without prejudice to any other rights which it may have, forthwith immediately terminate this Agreement if the Representative:

10.2.1 fails to observe or perform any of the terms or conditions of this Agreement and such default or breach (if capable of remedy) continues for thirty days after notice from CardPartner specifying the breach or default and requiring the same to be remedied;

10.2.2 makes or commits such a default or breach as referred to in Section 10.2.1 which is incapable of remedy;

10.2.3 generally fails to pay its debts as they become due, admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; or

10.2.4 challenges the validity of or entitlement of CardPartner to use any Intellectual Property.

10.3 Upon or following the expiry or termination of this Agreement, the Representative shall:

10.3.1 return to CardPartner all advertising, promotional and other material supplied by CardPartner in connection with this Agreement;

- 10.3.2 return to CardPartner all originals and copies of any documents supplied by CardPartner which contain information which is confidential or proprietary to CardPartner;
- 10.3.3 forthwith cease to promote, market or advertise the Service; and
- 10.3.4 permit a representative of CardPartner to enter into and remain in any of the premises of the Representative for the purpose of ensuring compliance with the preceding provisions of this Section 10.3.

11. LIMITATION OF LIABILITY

- 11.1 Subject to Section 11.3, the liability of CardPartner to the Representative for any Loss suffered by the Representative arising out of or in connection with this Agreement and caused or contributed to by CardPartner (including, without limitation, by breach of contract or negligence) shall not in any circumstances exceed, in aggregate, US\$150,000.
 - 11.2 Notwithstanding any other provision of this Agreement, but subject always to Section 11.3, Serverside shall not under any circumstances be liable to the Representative or any other person for:
 - 11.2.1 any Loss which is a loss of profit, data, revenue, use, goodwill, reputation, anticipated savings, market or business and/or non-pecuniary in nature (in each case whether direct, indirect, special, consequential, or otherwise), in each case whatsoever and howsoever caused including, without limitation, by breach of contract or negligence; or
 - 11.2.2 any Loss to the extent that it results from any failure or delay by the Representative or any of [his/her/its] personnel to perform [his/her/its] obligations under this Agreement.
 - 11.3 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall exclude the liability of CardPartner for Loss resulting from willful default, or fraud or death or bodily injury resulting from its own gross negligence, or for any other liability which may not by applicable law be excluded or restricted.
 - 11.4 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL CONDITIONS, TERMS, REPRESENTATIONS AND WARRANTIES, WHETHER IMPOSED BY STATUTE OR BY OPERATION OF LAW OR OTHERWISE, THAT ARE NOT EXPRESSLY STATED HEREIN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.
 - 11.5 Except in the event of CardPartner's sole negligence or willful misconduct, Representative agrees to be liable for, and to indemnify hold harmless CardPartner from, all losses and costs which CardPartner may incur or which may be made against CardPartner as a result of the breach by the Representative of the terms of this Agreement or the gross negligence or willful misconduct of the Representative or of its officers, directors, employees or representatives. The indemnities contained in this clause shall survive the termination or expiry of this Agreement.
 - 11.6 Each provision in this Section 11 shall be construed separately and shall continue and survive even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances.
- ## 12. GENERAL
- 12.1 This Agreement shall supersede all prior agreements and arrangements between the parties relating to the distribution of the Service or products similar to the Service and all such agreements are hereby terminated without prejudice to any rights which may have accrued to either party.
 - 12.2 This Agreement constitutes the entire agreement, and supersedes all prior written agreements, arrangements and understandings and all prior and contemporaneous oral agreements, arrangements and understandings between the parties with respect to the subject matter of this Agreement. No party to this Agreement shall have

any legal obligation to enter into the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties. The Representative acknowledges that, in entering into this Agreement, [he/she/it] has not relied on any representation or statement which is not expressly included in this Agreement. All warranties, conditions and other terms whether implied by statute or otherwise which are not expressly included in this Agreement and which might otherwise relate to this Agreement or to the Service are hereby excluded.

- 12.3 No failure or delay by CardPartner in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 12.4 No waiver by any party of any requirement of this Agreement, or of any remedy or right under this Agreement, shall have effect unless given in writing signed by such party. No waiver of any particular breach of the provisions of this Agreement shall operate as a waiver of any repetition of such breach.
- 12.5 This Agreement may be executed as two or more counterparts and execution by each of the parties of any one of such counterparts will constitute due execution of this Agreement.
- 12.6 The parties expressly recognize and acknowledge that this Agreement is not intended to create a partnership, joint venture or other similar arrangement between CardPartner on the one part and the Representative on the other part. It is also expressly understood that any actions taken on behalf of CardPartner by the Representative pursuant to this Agreement shall be taken as agent for CardPartner.
- 12.7 No variation of this Agreement shall be effective unless made in writing signed by or on behalf of the parties and expressed to be such a variation.
- 12.8 This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any party.
- 12.9 Nothing contained in this Agreement shall be considered as conferring any right or benefit on a person not a party to this Agreement.

13. NOTICES AND SERVICE OF PROCEEDINGS

- 13.1 Any Notice shall be in English, in writing and signed by or on behalf of the party giving it.
- 13.2 Service of a Notice must be effected by one of the following methods:
 - 13.2.1 by hand to the relevant address set out in Section 13.3, and shall be deemed served upon delivery if delivered during a Business Day, to at the start of the next Business Day if delivered at any other time; or
 - 13.2.2 by prepaid mail to the relevant address set out in Section 13.3 and shall be deemed served at the start of the third Business Day following the day on which it was posted; or
 - 13.2.3 by facsimile transmission to the relevant facsimile number set out in Section 13.3, and shall be deemed served on despatch, if despatched during a Business Day, or at the start of the next Business Day if despatched at any other time, provided that in each case a receipt indicating complete transmission of the Notice is obtained by the sender, and that a copy of the Notice is also despatched to the recipient using a method described in Sections 13.2.1 and 13.2.2 no later than the end of the next Business Day.
- 13.3 Notices shall be marked as follows:

13.3.1 Notices for CardPartner shall be marked for the attention of:

Name: The Directors
Address: CardPartner, Inc.
37 West 20th Street, Suite 809
New York
NY 10011
Fax number: +1 646 349 4930

14.3.2 Notices for the Representative shall be marked for the attention of:

Name:
Address:
Fax number:

13.4 Copies of all Notices sent to CardPartner shall also be communicated to General Counsel of Serverside Group Limited, 16 Kingly Street, London W1B 5PT, Fax: +4420 7990 9092. Such copies shall be communicated in accordance with one of the methods described in Section 13.2. Failure to communicate such copies shall not invalidate such Notice.

14. GOOD FAITH

14.1 In performing [his/her/its] activities in accordance with this Agreement, the Representative shall look after the interests of CardPartner and acting dutifully and in good faith.

14.2 In [his/her/its] relations with the Representative, CardPartner shall act dutifully and in good faith.

15. ASSIGNMENT

15.1 CardPartner may at any time assign its rights and/or sub-contract its obligations under this Agreement.

15.2 The Representative shall not, without the prior written consent of CardPartner, assign, mortgage, charge, pledge or otherwise encumber, deal with or dispose of any of [his/her/its] rights under this Agreement nor may the Representative, without such consent, sub-contract or otherwise delegate any of [his/her/its] obligations under this Agreement.

16. LAW OF AGREEMENT

This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York, regardless of the laws that might otherwise govern under applicable choice-of-law principles.

17. SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL

Any suit, action or proceeding against any party to this Agreement, arising out of or relating to this Agreement, any transaction contemplated hereby or any judgment entered by any court in respect of any thereof may be brought in any New York state or federal court sitting in the Borough of Manhattan, The City of New York, and each such party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. To the extent that service of process by mail is permitted by applicable law, each party hereto irrevocably consents to the service of process in any such suit, action or proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for above. Each party irrevocably agrees not to assert any objection which it may ever have to the laying of venue of any such suit, action or proceeding in any New York State or federal court sitting in the Borough of Manhattan, The City of New York and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF UNDER OR IN CONNECTION WITH SUCH AGREEMENT, INSTRUMENT OR OTHER DOCUMENT. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE

TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, TO ASSERT THAT IT IS NOT SUBJECT TO THE JURISDICTION OF SUCH COURTS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

IN WITNESS the parties have executed this Agreement on the date first written above.

Signed by)
)
)
.....)
(PLEASE PRINT NAME))
for and on behalf of)
CARDPARTNER, INC.)

Signed by)
)
)
.....)
(PLEASE PRINT NAME))
for and on behalf of)
NAME)