



SALES AGENT / UGO HUB AGREEMENT

This Independent Sales Agent Agreement (“Agreement”) by and between UGO Hub, an Alabama corporation, with principal place of business located at 10399 Petrey Highway Luverne, AL 36049, and

_____, a _____, with principal place of business located at _____, (“Independent Agent”), is entered into as of the ____ Day of _____, 20 (the “Effective Date”).

UGO Hub owns and operates an automated data processing network, including terminals and licensed applications for processing Prepaid Items sales (“UGO Hub Prepaid Processing System”), used by retail merchants to transact the sale of numerous prepaid products and associated PINs (the “Prepaid Items”) provided by various third parties with which UGO Hub has agreements (the “Providers”).

The parties desire that Independent Agent promote to Merchants the sale of Prepaid Items through Merchants’ retail establishments and the UGO Hub Prepaid Processing System, and solicit Merchants to enter into Participating Merchant Agreements.

1. Definitions.

In addition to the defined terms set forth elsewhere in this Agreement, the following terms are defined for purposes of this Agreement as follows:

Commission is the compensation that the Independent Agent shall be entitled to receive pursuant to Section 3 hereof and Exhibit A or B attached hereto and made a part hereof. Commission is the net margin spread of the Independent Agent margin of retail price (Exhibit A or B) and the permitted Merchant margin set by the Independent Agent or the assigned Merchant pricing given by UGO Hub.

Marks are any trademarks, trade names, service marks, logos, insignias, symbols, decorative designs or the like owned by UGO Hub or a Provider.

Merchant is any retail merchant which Independent Agent designates as a suitable prospect for the sale of Prepaid Items using the UGO Hub Prepaid Processing System and which is acceptable to UGO Hub.

Participating Merchant is a Merchant who has executed a written agreement with Independent Agent in a form acceptable to UGO Hub (a “Participating Merchant Agreement”), providing for the retail sale by the Merchant of Prepaid Items through the UGO Hub Prepaid Processing System.

Term is three (3) year from the Effective Date, subject to the termination and extension provisions as set forth herein.

Transaction is each processing of a sale of a Prepaid Item by a Merchant through the UGO Hub Prepaid Processing System.

2. Independent Agent’s Obligations. Subject to the terms of this Agreement, UGO Hub engages Independent Agent to promote the UGO Hub Prepaid Processing System and solicit Merchants to sell Prepaid Items. Independent Agent will use such UGO Hub and Provider written promotional and instructional materials delivered to Independent Agent by UGO Hub (“Documentation”) and be responsible for supplying all Documentation to Merchants. Independent Agent may solicit Merchants only in the United States. Independent Agent shall be responsible for all expenses incurred by it and its organization in the conduct of Independent Agent’s activities hereunder. Independent Agent acknowledges that this Agreement does not confer on Independent Agent exclusive rights with respect to marketing,

promotion, or distribution of the UGO Hub Prepaid Processing System, the Prepaid Items, or otherwise. Independent Agent acknowledges and agrees that UGO Hub is entitled to pursue any and all business relationships with any entity which competes with Independent Agent, or any other parties, and to continue in any manner deemed appropriate by UGO Hub to market, sell, and distribute the UGO Hub Prepaid Processing System and in connection therewith to promote the distribution and sale of Prepaid Items of any Provider.

3. Collection of Payment; Commissions. UGO Hub will debit Merchant's Designated Account using ACH procedures in accordance with the Merchant Commission Schedule submitted by Independent Agent. If collection of merchant payment is unsuccessful in three attempts, Independent Agent is responsible for collecting payment. If continued unsuccessful, UGO Hub deems the right to withhold Independent Agent's commissions to offset loss. Commissions will be shown on UGO Hub sales reporting web site which will detail transaction records for all Independent Agent's Merchants. ALL Commissions' checks will be paid bi-monthly following the commission pay periods (Exhibit B). If Independent Agent in good faith disputes any reported commission, Independent Agent shall submit to UGO Hub within ten (10) days following receipt of such disputed report any and all documentation and the parties shall investigate the matter and upon mutual agreement, if applicable, UGO Hub shall issue funds owed within the (10) days of the date the disputed amount is validated. UGO Hub reserves the right to change the Commissions set forth in Exhibit A or B upon ten (10) days prior written notice to Independent Agent.

4. Processing of Transactions. Independent Agent acknowledges and agrees that UGO Hub shall have absolute discretion to screen and determine the fitness of any Merchant. UGO Hub has the right to stop processing Transactions at any one or more Participating Merchant locations at any time, as UGO Hub may determine.

5. Limits of Authority. Independent Agent shall not take any of the following actions without UGO Hub's written permission: (1) make any representations regarding UGO Hub, the Prepaid Items or the UGO Hub Prepaid Processing System not expressly stated in the Documentation; (2)

incur any expense or obligation in the name of UGO Hub; (3) distribute any materials to Merchants or Participating Merchants other than the Documentation; or (4) use or display Marks except as approved in writing by UGO Hub.

6. Term; Termination. The Term shall be automatically extended for additional one year periods unless either party gives the other party written notice of election not to extend at least ninety (90) days prior to the expiration of the initial Term or any annual extension period. A party may terminate this Agreement prior to the expiration of the Term if the other party breaches any provision of this Agreement and such breach continues for thirty (30) days after written notice thereof to the other party. Upon any such termination or expiration of the Term, Independent Agent no longer shall be entitled to receive any Commissions, and Independent Agent shall deliver to UGO Hub within thirty (30) days thereafter, all Confidential Information (defined below), training materials, Documentation, and other items relating to the Prepaid Items or the UGO Hub Prepaid Processing System. All indemnity obligations of Independent Agent shall survive any termination or expiration of this Agreement for a period of five (5) Years.

7. Confidential Information. "Confidential Information" means all proprietary and nonpublic information in any form whatsoever, concerning a party's business, finances, operations, assets and technology, including without limitation, all (1) notes, analyses, compilations, studies, interpretations or other documents containing such information, (2) Trade Secrets and (3) any other information, other than Trade Secrets, which is not generally known to the public. Confidential Information shall not include any information (1) already in the possession of the recipient party without being subject to confidentiality obligations, (2) generally available to the public before its receipt by a party, (3) available or known to the recipient party without any breach of confidentiality obligations, or (4) independently developed by the recipient party without the use of the disclosing party's information. "Trade Secrets" is as defined under the laws of the State of Alabama. If the recipient party is requested or required to disclose in legal proceedings any Confidential Information of the disclosing party, the recipient party shall provide the disclosing party with prompt written notice of any such

request or requirement so that the disclosing party may seek a protective order or other appropriate remedy. The recipient party shall maintain all Confidential Information in strict confidence, and shall not use or disclose any of it to any third parties except solely as required for the recipient to perform its duties hereunder. The foregoing obligations shall apply during the Term and for a period of three (3) years after any termination or expiration hereof, except that neither party shall disclose any Trade Secrets of the other party for so long as such Trade Secrets retain their status as such under the laws of the State of Alabama. Each party shall retain all right, title and interest in its Confidential Information. No license of any Confidential Information, Mark, patent or copyright, or application for same which are now or thereafter may be obtained by such party is either granted or implied by the disclosure of Confidential Information.

8. Marks. UGO Hub hereby grants to Independent Agent a limited, non-exclusive and non-transferable license to use and display (as required) during the Term, the Documentation, solely in connection with performance of the duties of Independent Agent hereunder. Independent Agent shall have no claim or right in any Marks of UGO Hub or any Provider. All use of such Marks shall inure to the respective benefit of UGO Hub or the Providers.

9. Disclaimer of Warranties; Limitation of Liability; Indemnity.

9.1. Disclaimer of Warranties. UGO Hub DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST PRACTICE, REGARDING THE PREPAID ITEMS AND/OR THE UGO Hub PREPAID PROCESSING SYSTEM.

9.2 Limitation of Liability. UGO Hub, ITS SUBSIDIARIES, PARENT COMPANY, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, ALL OF THE FOREGOING PERSONS AND ENTITIES BEING THE

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“UGO HUB INDEMNITEES”) SHALL HAVE NO LIABILITY WHATSOEVER TO INDEPENDENT AGENT, ANY MERCHANT, PARTICIPATING MERCHANT, OR ANY PARTY CLAIMING BY OR THROUGH ANY OF THE FOREGOING, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR SIMILAR DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, UGO HUB SHALL NOT BE LIABLE TO INDEPENDENT AGENT OR ANY OTHER PARTY FOR DELAYS IN DATA TRANSMISSION. INDEPENDENT AGENT ACKNOWLEDGES THAT ANY LOSSES HEREUNDER ARE COMMERCIAL IN NATURE.

9.3 Indemnity. INDEPENDENT AGENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE UGO HUB INDEMNITEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND DAMAGES OF ANY KIND AND NATURE WHATSOEVER (INCLUDING REASONABLE ATTORNEYS’ FEES RELATING THERETO) ARISING OUT OF OR RELATING TO (I) ANY BREACH BY INDEPENDENT AGENT, OR ANY PARTY CLAIMING BY OR THROUGH INDEPENDENT AGENT, OF ANY OBLIGATIONS OF INDEPENDENT AGENT UNDER THIS AGREEMENT; (II) ANY LOSS, THEFT, FRAUD, EMBEZZLEMENT, MISAPPROPRIATION OR SIMILAR OCCURRENCES BY INDEPENDENT AGENT OR ANY MERCHANT OR PARTICIPATING MERCHANT, OR ANY PARTY CLAIMING BY OR THROUGH EITHER OF THE FOREGOING; (III) FAILURE BY INDEPENDENT AGENT TO TIMELY MAKE PAYMENT TO UGO HUB HEREUNDER; OR (IV) ANY THIRD PARTY CLAIM FOR COMPENSATION RELATING TO INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE AGREEMENT BETWEEN INDEPENDENT AGENT AND ANY MERCHANT OR PARTICIPATING MERCHANT.

10. Miscellaneous. All notices and other communications hereunder shall be in writing and deemed to have been duly given to a party when made to its address or facsimile set forth below (which may be updated, in writing) by (i) hand delivery, effective when received, (ii) U.S. prepaid certified mail, return receipt requested, effective three (3) days after deposit in the mail, or (iii) by facsimile, effective on the day of confirmed transmission, or (iv) by commercial overnight delivery service, effective the next business day after deposit with such service, when requesting next business day delivery. The prevailing party in any action or proceeding based upon this Agreement shall be entitled to reasonable attorneys' fees, expenses and court costs, in addition to any and all other recoveries allowed by law. The parties are independent contractors and no joint venture or

agency shall be construed between them. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This Agreement is the final and entire agreement of the parties relating to the subject matter hereof and may not be modified, amended or supplemented except by a written Agreement executed by the parties. Independent Agent may not assign any of its rights or obligations hereunder without the express written consent of UGO Hub, and any assignment made in contravention of the foregoing shall be null and void. The failure of either party to give notice of default or to enforce compliance with any of the terms or conditions of this Agreement, or its granting of an extension of time for performance, shall not constitute a permanent waiver by such party of such term, condition or performance.

UGO Hub:

By: UGO Hub

Name: Greg Bauer

Title: Director of Sales

Address: 10399 Petrey Hwy
P.O. Box 639
Luverne AL 36049
Fax: 888-957-6660

Date: _____, 20 ____

INDEPENDENT AGENT:

By: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Email: _____

Fax: _____

Date: _____, 20 ____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name _____

Business name, if different from above _____

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Exempt from backup
 withholding

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).

Social security number

However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

| | + | + | |
 or

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
 Here**

Signature of
 U.S. person

Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



CREDIT APPLICATION

COMPANY INFO:

| | | |
|---------------------------|-------------------------|--------------------|
| Company Name: | Company Website: | |
| Accounts Payable Contact: | Contact Email Address: | |
| Sales ID Tax Number: | Company ID Tax Number: | |
| Years In Business: | Type of Business: | |
| Owners/Officers: | Social Security Number: | Driver's Licenses: |
| Company Address: | | |
| Telephone: | Email: | |

BANK INFO:

| | |
|------------|----------|
| Bank Name: | Contact: |
| Address: | |
| Telephone: | Acct #: |

TRADE REFERENCES:

| | |
|---------------|----------|
| Company Name: | Contact: |
| Address: | |
| Telephone: | Acct #: |
| Company Name: | Contact: |
| Address: | |
| Telephone: | Acct #: |

I consent to allow UGO Hub Wholesale (parent company of UGO Hub Payment Centers) to obtain credit reports on my behalf, and use that information to determine the amount of credit to be extended to above stated comp

Authorized Signature _____



ACH FORM

_____ Company) authorizes Ugopherservices Corp. to submit ACH debits to
(company name)

the bank account indicated below and acknowledges that the amount and date of ACH debits will be processed as indicated by the invoices available within the UGO Dealer Sales Portal.

Company Name _____ (Company)

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

Company Name on Account: _____

Bank Name: _____

Bank Account Number: _____

Bank Routing #: _____

Bank City/State: _____

This Business Bank Account is Enabled for ACH Transactions Yes No

Company hereby authorizes Ugopherservices Corp. DBA Preway UGO Hub, to originate ACH debits to Company's account, as identified above, for all obligations of Company to Ugopherservices Corp. under this Agreement. This authorization shall remain in effect until Ugopherservices Corp. receives written notification from the Company of intent to terminate or revoke the authorization at such time and in such manner as to afford Ugopherservices Corp. and bank reasonable opportunity to act (Minimum 30 days). Any changes required by Company to this payment plan will require a new ACH Debit Payment Authorization Form to be completed and submitted to Ugopherservices Corp. 15 days prior to any change being implemented.

Company understands that this payment plan may be suspended or cancelled by Ugopherservices Corp. due to NSF (Non-sufficient Funds) and will be liable to pay an NSF fee of \$30.00 (or the amount allowable by law), which may be automatically debited for each NSF.

SIGNATURE _____

DATE _____

NAME _____

TITLE _____

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing. Company understands that because these are electronic transactions, that the funds may be withdrawn from Company's bank as soon as the date an individual transaction is authorized, and that it will have limited time to report and dispute errors.

Company has certified that the above business bank account is enabled for ACH transactions and agrees to reimburse Ugopherservices Corp. for all penalties and fees incurred as a result of Company's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

A voided check from Company's bank account must accompany this authorization form.