

GLOBALNET PAYMENTS, LLC.
CHANNEL PARTNER AGREEMENT

This GlobalNet Payments, LLC. Channel Partner Agreement (this/the "Agreement") is effective _____, 2018 by and between The GlobalNet Payments, LLC. and Participating Channel Partner (indicated below). The parties agree as follows:

I. Term: Effective Date: _____ **End Date:** _____

II. Channel Partner: _____

III. Channel Partner's Website: _____

IV. Channel Partner's Contact Info:

E-mail: _____

Address 1: _____

Address 2: _____

V. Revenue Share: The revenue share will be paid on the 15th day of each calendar quarter.

<u>% of Payout</u>	<u>Conditions</u>
30% revenue share pay out	Revenue share will be paid out once signed merchants are transacting for 90 days as long as the merchant continues to process with GlobalNet Payments

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VI. Description of Channel Partner's Referral Network:

(a) **Description of Referral Network:** _____

(b) **Number of potential Qualified Participants in Channel Partner's Referral Network:** _____

VII. Standard Terms and Conditions:

The Channel Partner hereby agrees to the terms of this Agreement, including the Standard Terms and Conditions ("STAC") attached as Exhibit A to this Agreement. The STAC are integral parts of and are incorporated into this Agreement.

GLOBALNET PAYMENTS, LLC.

CHANNEL PARTNER:

By _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

**Exhibit A to the
GlobalNet Payments, LLC.**

STANDARD TERMS AND CONDITIONS OF CHANNEL PARTNER AGREEMENT

THESE STANDARD TERMS AND CONDITIONS OF CHANNEL PARTNER AGREEMENT (this “**STAC**”) are made effective as of Effective Date and are integral parts of and incorporated by this reference into the Affiliate Marketing Agreement by and between GLOBALNET PAYMENTS, LLC., a Michigan Corporation (“**GlobalNet Payments, LLC**”, “**we**”, “**us**”, or “**our**”) and the Channel Partner (sometimes referred to as “**you**” or “**your**”).

RECITALS

WHEREAS, GlobalNet Payments is a Michigan company that operates as a Payment Processing Company. The Payment Processing Products and Services are offered by designated or preferred vendors of the Payment Processing Products and Services selected by us (collectively, “**Participating Vendors**”);

WHEREAS, Channel Partner wishes to introduce potential Participants to GlobalNet Payments, LLC ;

WHEREAS the GlobalNet Payments, LLC wishes to compensate the Channel Partner for its efforts to market to potential Participants and Customers of the Channel Partner;

NOW, THEREFORE, in consideration of the premises and of the promises herein contained, the parties covenant and agree as follows:

Each of the above recitals is true and correct and is made a part hereof.

1. Term. Subject to the terms and conditions hereinafter set forth, as of the Effective Date, we hereby appoint Channel Partner, and Channel Partner hereby accepts such appointment as an independent contractor for the purpose of marketing (a) opportunities to become a Member, and (b) opportunities to become an Channel Partner. Channel Partner acknowledges that such appointment is as an independent contractor, commission only, not an hourly or salary employed position, not for a definite term and is an independent contractor “**at-will**” and may be terminated at any time as provided herein. This Agreement shall begin on the Effective Date and cease on the End Date, unless sooner terminated according to its terms.

2. Compensation and Benefits. In consideration of the services to be performed by Channel Partner for and on our behalf, we shall pay to Channel Partner, during the term of this Agreement, the following compensation and benefits set forth in this Agreement:

A. Commission Payments. During the term, we will pay to Channel Partner a commission (the “**Revenue Share**”) in the amounts set forth on page 1 of the Agreement. The Revenue Share shall be paid on the dates set forth on Page 1 of this Agreement.

- B. Qualified Referrals. “**Qualified Referrals**” are referral of those Participants who originate from the Channel Partner’s Referral Network for whom the Channel Partner is the procuring cause of the referral. To be the procuring cause of the referral, the Participant must have become a Participant during the term of this Agreement, is not a Qualified Referral of another Channel Partner under an Affiliate Marketing Agreement entered into with us and such other Channel Partner. To be a “**Qualified Participant**”, the Participant must come from the Channel Partner’s Referral Network and be in good standing under their agreements with us.
- C. Application Fee. The “**Application Fee**” is the initial up-front service fee charged by the GlobalNet Payments, LLC to process the application and membership or non-member participation relationship with GlobalNet Payments, LLC. The Application Fee does not include any purchase price for stock in the GlobalNet Payments, LLC by Members and there is no Marketing Fee paid on any portion of that purchase price of the GlobalNet Payments, LLC stock. GlobalNet Payments, LLC may change, alter or amend the Application Fee and definition of Qualified Participant at any time. As of the Effective Date of this Agreement, the Application Fee is as set forth on Page 1 of this Agreement.
- D. No Fees Charged by Channel Partner. Channel Partner must not charge any Qualified Participant for the right to become a Participant.
- E. Disputes. We are the sole determiner of any dispute as to if any referral of a Participant is a Qualified Referral or Qualified Participant. We have the right to resolve all referral disputes between Channel Partners. To resolve the dispute, we may amend this Agreement to share Revenue Share among such Channel Partners. We have the right to adjust, reduce or change the fee structure at any time if necessary to comply with all applicable laws rules and regulations. We also have the right to reduce or split the total Revenue Share among you or another Channel Partner if more than one Channel Partner is in part the procuring cause of the referral. You are not to communicate or share the amount or manner of computation of your Marketing Fee with any other Channel Partner or third party. We may delegate any decision under this Agreement to our Manager, GlobalNet Payments, LLC (“**Manager**”).
3. No Employment or Agency Relationship.
- A. No Employment. Channel Partner is not an employee or agent of GlobalNet Payments, LLC, or its Manager. Because this is an independent contractor relationship, Channel Partner shall not be entitled to paid vacation or employment related benefits of any kind from Manager or us. Also, because this is an independent contractor relationship, Channel Partner shall not be entitled to participate in our or Manager’s pension, retirement or health benefit plans. Channel Partner is not entitled to hourly pay or overtime, and we and/or Manager are not responsible for making employment withholding tax or workers compensation insurance payments for or in connection with Channel Partner. Channel Partner is

not entitled to receive reimbursement for all incurred expenses in the performance of Channel Partner's duties.

- B. Duties. Channel Partner shall devote such time and efforts as Channel Partner deems necessary for the performance of such duties and services to us. We do designate hours of operation for Channel Partner. Channel Partner's duties shall include and be limited to marketing GlobalNet Payments, LLC Services and ancillary Payment Processing Products and Services that we approve from time to time; maintaining the confidentiality of all confidential information to which Channel Partner has access; complying with our policies and procedures for ethical behavior, marketing of the Co-Op and use of its service marks.
 - C. Our Policies. As Channel Partner is an independent contractor, we will only set policies as to manner of sale, honest and truthful advertising/marketing, use of our trademarks and service marks, payment policies and other rights we have under the Agreement. Channel Partner may not enter into, or represent to any third party that it has actual or any other form of authority to enter into contracts on our behalf, or on behalf of Participants, other Participating Vendors or Manager. Channel Partner will not utilize or disseminate any written, electronic or video of marketing materials describing the GlobalNet Payments, LLC or membership without the prior written approval of the GlobalNet Payments, LLC. All contracts with Channel Partners, Participants and/or Participating Vendors of GlobalNet Payments, LLC entered into between us and the Participating Vendor and/or Participant. Channel Partner must not represent or warrant that he can bind us or them to any contract or guarantee achievement of any particular results. All such contracts are subject to our approval, and we may refuse any person or entity opportunity to be a Channel Partner, Participating Vendor or Participant. Otherwise, Channel Partner, as an independent contractor, is responsible for determining the manner of marketing and sales efforts, and management of his or her own time and efforts. Channel Partner indemnifies and defends us, our officers, directors, shareholders, agents and Manager from any investigations, allegations, claims, lawsuits demands or damages caused by Channel Partner's breach of this Agreement or misrepresentations made by Channel Partner. Each party to this Agreement grants the other the right to use the other's trademarks and service marks in furtherance of the purposes hereunder, subject to approval by the other party of the specific use of such trademarks or service marks. Nothing herein grants the other party any right, title or interest to use the other party's trademarks or service marks outside the scope of this Agreement.
 - D. Non Exclusive Duties. Except for Channel Partner's obligations with respect to non-competition and non-disclosure, Channel Partner may engage in other activities and is not required to devote any determined amount of efforts to its marketing activities under this Agreement.
4. Termination and Buy Out. This Agreement may be terminated by us or Channel Partner at any time during its term, with or without cause. However, if this Agreement is

terminated by us without cause prior to the End Date, all revenue share payouts will cease immediately.

5. Covenant Not to Compete. Except as required in the performance of Channel Partner's duties for us, or as authorized, in writing by us, Channel Partner shall not at any time during the Term hereof or for one (1) year following the termination of this Agreement for any reason, be employed by or an independent contractor for, or be involved in any capacity with, either directly or indirectly, as an officer, director, shareholder, member, Channel Partner, agent, consultant, contractor, manager, advisor, or otherwise, any competitor of GlobalNet Payments, LLC.

6. Confidentiality and Non-Disclosure.

- A. Channel Partner recognizes that confidential information as well as business secrets and proprietary information shall be disclosed or revealed by GlobalNet Payments, LLC, Manager, Participants or Participating Channel Partners to Channel Partner. Channel Partner recognizes that such information and business secrets are our valuable, special and unique assets, and that their use or disclosure in any way other than in the conduct of our business will cause irreparable harm and damage to us. Channel Partner acknowledges that we have legitimate business interests that will be protected by the restrictive covenants contained in this Agreement, including, but not limited to, trade secrets, valuable confidential business or professional information which may not otherwise qualify as trade secrets, substantial relationships with specific prospective and existing customers and other business contacts, customer goodwill associated with our business and trade names and extraordinary and specialized training in the methods and processes of our business.
- B. Channel Partner agrees that it will not, at any time during or after the termination of this Agreement, either directly or indirectly, use for Channel Partner's own or any other person or entities' benefit, or disclose, copy, disseminate or reveal in any manner to any individual, corporation, or other entity other than us, any confidential information or portion thereof acquired by you during your relationship with us. The confidential information described above will include, without limitation, the following: (a) the names, addresses, and telephone numbers of Channel Partners, Participants, Participating Vendors and the like, business contacts and prospective partners; (b) the amount, nature, volume, and quantity of, and other information regarding the Payment Processing Products and Services provided to, or required by, any Participant, Participating Vendor, Channel Partner, Manager, client, customer or partner; (c) the nature of the internal business operations and accounting procedures; (d) methods, processes, formulae, specifications, designs, systems, equipment, and information; (e) copyrighted and/or proprietary information or forms; (f) business plans and procedures; (g) prices, fees, or charges for products or services; (h) terms and conditions of joint venture agreements and other business relationships; (i) information regarding salaries, bonuses, and other compensation; and (j) accounting and financial information.

- C. Channel Partner acknowledges and agrees that all of the confidential information described in this Agreement and gained in the course of Channel Partner's relationship with us set forth herein is or will be our sole and exclusive property. Channel Partner acknowledges and agrees that it will be privy to such confidential information as the result of a relationship and confidentiality between Channel Partner, Participants, Participating Vendors, Manager and others. Channel Partner acknowledges and agrees that all records, memoranda, agreements, customer lists, negotiated purchase or sale terms, discounts, correspondence, notes, files, invoices, forms, materials and supplies or other writings or information, whether in writing or stored in electronic or magnetic retrieval systems, and all copies of such records (collectively referred to as "**Records**") in the possession of Channel Partner concerning our confidential information are and will be our sole and exclusive property.
- D. Channel Partner agrees that, upon termination of this Agreement for any reason, or upon our request prior to termination, Channel Partner shall immediately deliver to us all Records. Channel Partner agrees that he/she will not make or retain copies of any Records for Channel Partner's personal use/business use. Any Records stored electronically on any personal computer system, network, hard-drive or similar media owned by or in the control of Channel Partner, shall be copied to disk or otherwise transmitted to us and shall be otherwise deleted from such system. Channel Partner agrees to provide upon demand a written statement under oath, in a form acceptable to us, that such information has been deleted. The failure to provide such statement within five (5) days of demand shall be deemed to be a conclusive presumption of the violation of this paragraph. Subject to the following sentence hereof, Channel Partner further agrees that he/she will not at any time publish, distribute, or deliver any Records to any other person or entity, or disclose to any person or entity or use the contents of any records or any confidential information described in this Agreement, except as may be required in the course of Channel Partner's activities under and according to this Agreement. Channel Partner may disclose those aspects of our confidential information as to which such disclosure thereof is necessary under applicable federal, state, local, or foreign law or other regulations applicable to Channel Partner (including, without limitation, any confidential information which Channel Partner is legally compelled to disclose as a result of depositions, interrogatories, request for documents, subpoenas, civil investigative demands, or similar processes); provided, however, that Channel Partner has first provided us with prompt prior written notice of such requirement so that we may seek a protective order or other appropriate order or other remedy. Unless we waive, in writing, compliance with the provisions hereof, Channel Partner agrees to furnish only that portion of our confidential information which is legally required to be disclosed and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such confidential information.
- E. Channel Partner further acknowledges that his breach of any of the restrictive covenants contained in this Section 6 will cause irreparable damage to us for which any remedy at law will not be adequate. Accordingly, in the event of a breach or

threatened breach by Channel Partner of any of the provisions of this Section, and in addition to any other remedy provided by law or in equity, we shall be entitled to injunctive or similar relief, restraining Channel Partner and any applicable third party from violating any of the provisions described in this Section. In such an event, Channel Partner expressly agrees that no bond or other security need be posted by us. In the event that a court of competent jurisdiction determines that any provision in this Section 6 is unreasonable as to time or geographic area, the parties agree that such a finding shall not nullify the provisions hereof, but instead the court shall enforce this Section 6 for a time period and within a geographic area that the court determines is reasonable.

7. Additional Post-Termination Obligations. In the event that Channel Partner is in breach of Section 6 hereof, Channel Partner waives his right to Revenue Share and, without limiting our right to injunctive relief or damages for any breach by Channel Partner, will reimburse us for any monies paid or due Channel Partner during any 1 year time period Channel Partner was in breach.

8. Representations of Channel Partner. Channel Partner represents, warrants and covenants that it is entering into this Agreement has not breached, and the performance of this Agreement will not breach, any duty owed by him to any entity or other person. Channel Partner has not been required to pay any initial or ongoing fee to us or any of our affiliates for the opportunity to become an Channel Partner. Channel Partner will not make any misrepresentations regarding GlobalNet Payments, LLC stock, benefits therefrom, or the benefits of being a Participant or Participating Channel Partner.

9. Notices. Any and all notices, designations, consents, offers, acceptances, or any other communications required or permitted to be given under this Agreement shall be sufficient only if in writing and if sent by certified or registered mail to the parties at their addresses shown on Page 1 of the Agreement. Notwithstanding Section 9 of this Agreement, any party may, by written notice to the others, change the place in which all further notices to said party shall be sent.

10. Assignment. We may, without notice to Channel Partner assign our rights and obligations hereunder to any of our affiliates or to any third party we designate. Channel Partner may not assign or delegate his obligations or rights hereunder without our prior consent, which we may withhold for any reason.

11. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

12. Integration, Modification and Waiver. This Agreement contains the entire agreement and understanding of the parties and all prior discussions, agreements, and negotiations relating to the subject matter hereof shall be merged herein and superseded hereby. No change of any term or provision of this Agreement shall be valid or binding unless the same shall be in writing and signed by all of the parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom the waiver is asserted. A waiver on any ne or more occasion shall not be construed as a bar to or a waiver of any right on any future occasion.

13. Binding Effect; Assignment. This Agreement shall be binding upon the parties and their respective personal representatives, heirs, successors and assigns, but this provision shall not be construed to permit assignment except as specifically provided elsewhere herein. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

14. Governing Law and Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. The parties agree to the exclusive jurisdiction of the courts of competent jurisdiction in Minneapolis, Minnesota. Channel Partner understands and agrees that Manager is an intended third-party beneficiary of our rights under this Agreement and is entitled to enforce our rights under this Agreement as if such Manager were us.

15. Attorneys' Fees. In the event that any party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against the other party to this Agreement, regardless of whether such action results in litigation, the prevailing party shall be entitled to reasonable attorneys' fees (and costs of legal assistants) and costs from the other party which shall include any fees or costs incurred pre-trial, at trial, in any appellate or bankruptcy proceeding, including fees incurred in any proceedings to determine the reasonableness thereof, and expenses and other costs, including any accounting expenses incurred.

16. Interpretation. The parties acknowledge that this Agreement was freely and voluntarily negotiated by and between the parties and, as such, in the event of a dispute hereunder, each party expressly disavows use of the rule of contract construction where the terms of this Agreement would be construed against any one party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Us

GlobalNet Payments, LLC.,

By: _____
Name: _____
Title: _____
Date: _____

Channel Partner

By: _____
Name: _____
Title: _____
Date: _____