

SPARE CS, Inc.

Merchant Contract for SPARE Virtual ATM Subscribers

This Merchant Contract ("Contract") is entered into as of [Effective Date], by and between SPARE CS, Inc. ("SPARE") and [Merchant Name] ("Merchant"), collectively referred to as the "Parties."

Definitions

For the purposes of this Contract, the following terms shall have the meanings set forth below:

1. "Effective Date" means the date on which this Contract becomes effective, as indicated in the introductory paragraph of this Contract.
2. "Services" means the SPARE Virtual ATM Services provided by SPARE to the Merchant under this Contract, which includes, but is not limited to, access to the SPARE Virtual ATM platform, enabling the Merchant's customers to perform transactions such as cash withdrawals, balance inquiries, and other related services using the Merchant's compatible devices.
3. "SPARE Virtual ATM" refers to the software platform and associated technology developed and provided by SPARE, which allows Merchants to offer virtual ATM services to their customers.
4. "Merchant" means the entity or individual entering into this Contract with SPARE for the purpose of receiving and utilizing the Services.
5. "Parties" means SPARE and the Merchant, collectively.
6. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, as well as any and all applications, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide.
7. "Applicable Arbitration Body" means the arbitration organization mutually agreed upon by the Parties, whose rules shall govern the arbitration proceedings in case of a dispute.
8. "Performance Milestones" means specific goals, objectives, or targets agreed upon by the Parties for evaluating the effectiveness and success of the Services provided by SPARE.
9. "Periodic Reviews" means regular evaluations conducted by the Parties to assess the quality, performance, and success of the Services provided by SPARE.

The headings and titles of the sections in this Contract are for convenience only and have no legal or contractual effect.

### 1. Disclaimer of Warranties

SPARE provides the SPARE Virtual ATM Services ("Services") on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. SPARE does not warrant that the Services will be uninterrupted, timely, secure, or error-free.

### 2. Exclusions for/Disclaimer of Consequential Damages

In no event shall SPARE be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to, loss of profits, revenue, data, or other intangible losses, arising out of or in connection with this Contract, the Services, or the use or inability to use the Services, even if SPARE has been advised of the possibility of such damages.

### 3. Statement of Work

SPARE shall provide the Merchant with access to the SPARE Virtual ATM Services, which allows the Merchant's customers to perform transactions such as cash withdrawals, balance inquiries, and other related services using the Merchant's compatible devices. SPARE shall provide the necessary technical support and training for the Merchant to effectively utilize the Services.

### 4. Assumption of Risk and Liability

The Merchant assumes all risk and liability when signing up for and using SPARE's Services. The Merchant acknowledges that there are inherent risks associated with using the Services and it is the Merchant's responsibility to assess potential risks, plan for them, and use whatever means necessary to mitigate such risks.

### 5. Limitation of Liability

To the maximum extent permitted by law, SPARE's liability for any claims arising out of or in connection with this Contract or the Services shall be limited to the total amount of fees paid by the Merchant to SPARE in the twelve (12) months preceding the event giving rise to the claim. In no event shall SPARE be liable for any loss, damage, or expense arising from or in connection with any third-party claims, actions, or proceedings.

### 6. Indemnification to SPARE's Benefit

The Merchant agrees to indemnify, defend, and hold harmless SPARE and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with the Merchant's use of the Services, including but not limited to, any breach of this Contract or any applicable laws or regulations by the Merchant.

### 7. Intellectual Property Rights

SPARE and its licensors own all right, title, and interest in and to the Services, including all intellectual property rights therein. This Contract does not grant the Merchant any ownership rights in the Services or any intellectual property rights associated therewith. The Merchant shall not copy, modify, reverse engineer, or create derivative works from the Services without SPARE's prior written consent.

### 8. Dispute Resolution

#### a. Mediation

In the event of any dispute arising out of or in connection with this Contract or the Services, the Parties shall first attempt to resolve the dispute through good faith negotiations. If the Parties are unable to resolve the dispute within thirty (30) days, the Parties agree to participate in non-binding mediation before a mutually agreed upon mediator. Each Party shall bear its own costs of mediation.

b. Arbitration

If the dispute is not resolved through mediation, either Party may submit the dispute to binding arbitration in accordance with the rules of the Applicable Arbitration Body. The decision of the arbitrator shall be final and binding upon the Parties. The arbitration shall take place in Delaware, and the language of the arbitration shall be English. Each Party shall bear its own costs of arbitration, and the Parties shall share equally the fees of the arbitrator, unless the arbitrator determines otherwise.

9. Performance Milestones/Periodic Reviews

The Parties shall establish performance milestones and conduct periodic reviews of the Services, which may include, but are not limited to, evaluating customer satisfaction, transaction volume, and system uptime. The Parties shall work together to address any issues identified during these reviews and implement improvements as necessary.

10. Service Completion and Refund Policy

If SPARE is unable to complete the Services above 50% in a month, the Merchant may request a refund, subject to a minimum non-refundable fee of \$10 per month. The refund amount will be determined based on the percentage of the Services not completed during the month, at SPARE's sole discretion.

11. Business Insurance Requirement

The Merchant shall, at its own expense, maintain a valid and sufficient business insurance policy during the entire period of use of SPARE's Services. The Merchant shall provide proof of such insurance upon SPARE's request. The insurance policy shall cover risks associated with the Merchant's business operations and the use of SPARE's Services, including but not limited to, general liability, property damage, and cybersecurity coverage.

This Contract shall be governed by the laws of Delaware, and any legal action or proceeding relating to this Contract shall be brought exclusively in the courts of Delaware.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

SPARE CS, Inc.

[Merchant Name]

\_\_\_\_\_  
D'ontra Hughes

\_\_\_\_\_  
[Authorized Signatory Name]

CEO

[Title]

10/01/2018

[Date]