

GENERAL TERMS – MASTER SERVICES AGREEMENT – BLINKSKY JAMAICA LIMITED

These terms of service govern the MASTER SERVICES AGREEMENT between BlinkSky Jamaica Limited and the Merchant as at the date of the said Agreement.

1. GENERAL. Merchant acknowledges and agrees that it has read, understood, sought legal advice or waived its entitlement to seek legal advice, and agreed to the General Terms – Master Services Agreement which are incorporated in the Master Services Agreement and available at <https://blinksky.com/legal/ts/> or provided to the Merchant in writing.

2. ORDERS/PAYMENT

2.1 Orders/Access Information.

(a) API / FTP Orders. Merchant shall place orders for Prepaid, Stored Value Products and Services to be activated, sold, and/or distributed by Merchant in a manner mutually agreed upon by the parties. Merchant hereby agrees to purchase Prepaid, Stored Value Products and Services from BlinkSky or its Affiliates in such number and denomination, with such customization, if any, as described in any order submitted through the BlinkSky API, BlinkSky file transfer protocol (“FTP”), or such other method designated by BlinkSky, in each case as permitted by BlinkSky from time to time (each such order, an “Order”). Merchant acknowledges and agrees that (i) the terms of this Agreement apply to each Order and purchase of Prepaid, Stored Value Products and Services from BlinkSky, (ii) each Order constitutes a binding, unconditional contract for the purchase and sale of the Prepaid, Stored Value Products and Services that may not be cancelled by Merchant, and (iii) each submission of an Order to BlinkSky shall constitute a restatement and renewal of each and every representation and warranty made by Merchant hereunder as fully as if made on the date such Order is submitted to BlinkSky. Notwithstanding anything to the contrary contained herein, Merchant acknowledges and agrees that acceptance and fulfillment of each Order shall be at BlinkSky’s sole discretion. BlinkSky may choose to reject any Order or decline to fulfill any Order upon notice to Merchant, subject to BlinkSky’s refund of any related unearned funds previously tendered by Merchant, and that neither BlinkSky nor any of its Affiliates shall have any liability arising as a result of any such action. Merchant acknowledges that any agreed-upon delivery date for such Prepaid, Stored Value Products and Services is subject to change for any cause that interferes with BlinkSky’s suppliers’ production, supply, or transportation of the Prepaid, Stored Value Products and Services, including, but not limited to, any event of Force Majeure (as defined below).

(b) Access Information. Merchant authorizes BlinkSky to accept and process Orders from anyone using the information necessary to access Merchant’s account and pay for Orders including the user identification number and password provided to Merchant by BlinkSky in connection with Merchant’s registration with BlinkSky, and Merchant’s payment information (collectively “Information”). Merchant agrees to be fully liable for any purchase using the Merchant’s Information. BlinkSky will have no obligation, liability or responsibility for verifying the identity of anyone using Merchant’s Information, nor will BlinkSky have any obligation, liability or responsibility to Merchant for any losses incurred by Merchant as a result of the unauthorized use of Merchant’s Information. Merchant has the responsibility for safeguarding its Information and shall not reveal its Information to anyone not intended to place Orders on its behalf. If Merchant suspects that an unauthorized user may have had access to its Information, Merchant must immediately notify BlinkSky.

1. Payment. Merchant will remit payment to BlinkSky for the face or load value of Prepaid, Stored Value Products and Services sold to Merchant, *less* any applicable discount(s), *plus* any applicable fees, set forth on the Schedules as set forth below.

2.1 Billing Disputes. Merchant shall have the right to reasonably dispute any of the charges contained in a reconciliation or an invoice for a period of thirty (30) days after the date of the reconciliation or invoice (the “Reconciliation Date”), provided that: (a) BlinkSky receives payment in full for all charges on or before the date such payment is due, (b) Merchant presents a written statement of the purported billing discrepancies to BlinkSky in reasonable detail on or before the thirtieth (30th) day after the Reconciliation Date, and (c) Merchant negotiates in good faith with BlinkSky for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Merchant, Merchant will receive a credit for the disputed charges. BlinkSky shall not be obligated to consider any Merchant notice of any billing discrepancies which are received by BlinkSky more than thirty (30) days after the Reconciliation Date.

2.2 Taxes. Except as is otherwise set forth in this Agreement, for purposes of all sales, use and other similar transaction taxes, BlinkSky and Merchant shall treat the sale of each Prepaid, Stored Value Product and Service from BlinkSky to Merchant hereunder as a wholesale purchase by Merchant in exchange for the applicable price(s) set forth herein, followed by a resale of such Prepaid, Stored Value Product and Service by Merchant to Merchant’s patron. Merchant shall have the sole responsibility to collect and remit all sales, use and other similar transaction taxes incurred upon the resale of such Prepaid,

Stored Value Products and Services by Merchant to Merchant's patrons. Prior to or contemporaneously with Merchant's execution of this Agreement, Merchant shall provide BlinkSky with a resale certificate or other legally sufficient ground for BlinkSky to forbear collecting such tax; *provided however*, that if any resale certificate or other ground for exemption furnished by Merchant to BlinkSky is found to be insufficient and there is a claim against BlinkSky for any sales, use or similar taxes because of such insufficiency, or if there is any other claim against BlinkSky for any sales, use or similar taxes regarding which Merchant has the responsibility to collect and remit, Merchant shall hold BlinkSky harmless from and against all liabilities incurred in connection with the imposition of any such sales, use or other similar tax on BlinkSky, including any associated interest, penalties and additions to tax.

2.3 Risk of Loss. Upon BlinkSky's transmission of Prepaid, Stored Value Products and Services to Merchant or its designated recipient(s), title to and risk of loss of each such Prepaid, Stored Value Product and Service will pass to Merchant. BlinkSky will have no liability to Merchant or to any third party for any loss, theft or misuse of any Prepaid, Stored Value Products and Services that BlinkSky has transmitted to Merchant (or its designated recipient(s)). Neither BlinkSky nor any of its Affiliates has any obligation to monitor or investigate the use of any Prepaid, Stored Value Products and Services transmitted to Merchant or Merchant's designated recipient(s). Merchant shall pay BlinkSky for all Prepaid, Stored Value Products and Services ordered from BlinkSky, notwithstanding any inability of Merchant to collect payment from any of its Merchants. BlinkSky reserves the right to reject any Order or the fulfillment of any Order or any part thereof, in the event BlinkSky reasonably believes such Order to (a) be fraudulent, unauthorized, incomplete or false, or subject to any other dishonest or illegal conduct, or (b) violate Applicable Law.

3. BLINKSKY TECHNOLOGY.

3.1 Title and Ownership. Title and ownership of the technology utilized to provide the services hereunder, including without limitation, any prepaid products or the underlying services, any terminals provided by BlinkSky, any communications specifications supplied by BlinkSky for use in connection with the products and services hereunder, BlinkSky's Virtual Terminal System, BlinkSky's FastCard POSA System, BlinkSky FastPIN Electronic PIN Delivery System, any application program interface ("API"), mobile application, or mobile web application, and any other services delivered by BlinkSky to Merchant or consumers under this Agreement, including any modifications or enhancements thereto or derivative works created therefrom (collectively, the "BlinkSky Technology"), shall remain vested solely in BlinkSky or its Affiliates. Merchant shall have no ownership rights or other rights in the BlinkSky Technology. During the Term and when Merchant is distributing and/or reselling those products and services which are described in the Schedules and purchased from BlinkSky, Merchant is a beneficiary of BlinkSky's proprietary and intellectual property as such relates to the distribution and sale of such products and services. To the extent that Merchant contributes, in whole or in part, to any improvement(s) or modification(s) to the BlinkSky Technology, Merchant hereby assigns to BlinkSky all right, title and interest in and to such improvement(s) and modification(s).

4. ACTIVATION.

4.1 Activation. Merchant acknowledges the Prepaid, Stored Value Products and Services must be Activated (as defined below) prior to use, and, if applicable, BlinkSky will Activate all Prepaid, Stored Value Products and Services when in transit to Merchant, Merchant's designated recipient, or at such time or through such other method as designated by BlinkSky from time to time. Merchant FURTHER ACKNOWLEDGES THAT THE ACTIVATED PREPAID, STORED VALUE PRODUCTS AND SERVICES SHOULD BE TREATED LIKE CASH AND STORED IN A SECURE MANNER UNTIL DISTRIBUTED TO THE RECIPIENTS. "Activate(d)" means enabled for purchases and capable of being used for purchases.

5. TERMINATION; SUSPENSION.

5.1 Termination without Cause. Either Party may terminate this Agreement at any time without giving any reason for such termination upon giving ninety (90) days prior written notice to the other Party.

5.2 Termination for Cause. Except for Merchant's obligations set forth in Section 5.2, 5.3, and 5.5, either party may terminate this Agreement with immediate effect, notwithstanding any other rights and remedies the Parties may have, upon a material or repeated default in the performance of any of its duties or obligations under this Agreement, which default is not cured within thirty (30) days after receiving written notice thereof from the other party.

5.2 Failure to Pay. BlinkSky shall have the right to terminate this Agreement if Merchant fails to pay BlinkSky any and all amounts due hereunder; *provided however*, that BlinkSky provides Merchant with written notice of its failure to pay and Merchant fails to cure such failure within five (5) days after its receipt of BlinkSky's written notice.

5.3 Failure to Integrate and Place Orders. BlinkSky shall have the right to terminate this Agreement if, within three (3) months from the Effective Date, Merchant fails to integrate to the BlinkSky API or FTP and place Orders with BlinkSky

for Prepaid, Stored Value Products and Services (an “Integration Failure”); *provided however*, that BlinkSky provides Merchant with written notice of Merchant’s Integration Failure and Merchant fails to cure such Integration Failure within five (5) days after its receipt of BlinkSky’s written notice.

5.4 Termination for Insolvency. If a party files or has filed against it a petition in bankruptcy not dismissed within thirty (30) days, becomes insolvent, or makes an assignment for the benefit of all or substantially all of its creditors, the other party may terminate this Agreement upon written notice. Merchant's obligation to pay all amounts when due hereunder shall survive termination of this Agreement for any reason.

5.5 Suspension. Without limiting anything in this Agreement, if at any time BlinkSky reasonably believes that (a) the Prepaid, Stored Value Products and Services are being used for fraudulent, illegal or unauthorized activities (including but limited to unusual sales numbers or timing or other indications of potential fraud, illegal or unauthorized activities), (b) any material deterioration in Merchant’s financial condition or business reputation, (c) in the event a Provider requires cessation of sales of Prepaid, Stored Value Products and Services, or (d) Merchant, or any person or entity acting on its behalf, is violating Applicable Law related to its performance of this Agreement, BlinkSky may immediately suspend the ability for Merchant to sell or order products and services upon written notice to Merchant (which may include electronic mail), until such time as the alleged violation is cured or it is determined that no such violation has occurred.

5.6 Regulatory Authorities. If any regulatory authority, including the Federal Communications Commission, state public service commissions, or other authority having jurisdiction over any of the products and services provided hereunder (a) determines, at any time, that the distribution of any of the products or services hereunder, or any other programs or services provided by BlinkSky, are unlawful, or (b) changes any regulation or law which materially affects the products, programs and services distributed or provided by BlinkSky (collectively, a “Regulatory Determination”), then BlinkSky shall have the right to modify the affected product, program or service as BlinkSky determines may be necessary to overcome or respond to such Regulatory Determination, and Merchant will work in good faith with BlinkSky in such regard. In the event that any such Regulatory Determination cannot be overcome or resolved, BlinkSky may terminate any applicable program or portions of this Agreement and any Schedule affected thereby, and/or discontinue the distribution of any affected products or services with no impact to the remaining portions of the Agreement or Schedule. In such event, neither party shall be subject to any termination liability in accordance with the applicable authority’s order.

5.7 Accrued Rights. No termination of this Agreement shall affect any accrued rights or obligations of either party as of the effective date of such termination, nor shall it affect any rights or obligations of either party, which are intended by the parties to survive any such termination.

6. PROPRIETARY INFORMATION/SECURITY.

6.1 Proprietary Information. Except as expressly set forth below in this Section 6, BlinkSky and Merchant shall maintain in confidence the terms of this Agreement. It is expected that pursuant to discussions which have taken place prior to and following the Effective Date of this Agreement, the parties may disclose to one another certain information, which is considered by the disclosing party to be Proprietary Information (as hereinafter defined). “Proprietary Information” is defined as any information, communication or data, in any form, including, but not limited to oral, written, graphic or electronic forms, models or samples, which the disclosing party identifies as confidential or which is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information, communication or data against unrestricted disclosure or use, including without limitation, business and pricing information, financial data and marketing data. If requested in writing by the disclosing party, upon termination or expiration of this Agreement, the receiving party will promptly return or destroy all documents and other tangible materials provided by disclosing party containing any Proprietary Information.

6.2 Non-Disclosure. All Proprietary Information shall remain the sole property of the disclosing party and its confidentiality shall be maintained and protected by the receiving party with the same degree of care as the receiving party uses for its own confidential and proprietary information, but in no event, less than a reasonable degree of care. The receiving party shall not use the Proprietary Information of the other party except as necessary to fulfill its obligations under this Agreement, limit access to any Proprietary Information to its Affiliates, employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and shall not disclose such Proprietary Information to any third party without the prior written consent of the disclosing party. The restrictions on the use or disclosure of any Proprietary Information shall not apply to any Proprietary Information: (a) after it has become generally available to the public without breach of this Agreement by the receiving party; (b) is rightfully in the receiving party's possession prior to disclosure as evidenced by competent written proof; (c) is independently developed by the receiving party without reliance on the Proprietary Information; (d) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (e) is disclosed under operation of law. In the event the receiving party is required to disclose any Proprietary Information under

operation of law, the receiving party shall: (i) give prior written notice of such disclosure to the disclosing party; (ii) limit such disclosure to the extent practicable; and (iii) make such disclosure only to the extent so required. The confidentiality obligations of the parties herein shall be effective during the Term and for a period of three (3) years from the expiration or termination of this Agreement. Notwithstanding the foregoing, the parties shall maintain the secrecy and confidentiality of any trade secrets of either party indefinitely so long as they remain trade secrets.

6.3 Access to the BlinkSky Technology. Merchant agrees that it shall only permit authorized personnel utilizing the security credentials provided by BlinkSky to access the BlinkSky Technology and such authorized personnel shall only access the BlinkSky Technology using authorized workstations at Merchant-operated locations. Merchant shall be responsible for any costs involved in setting up its own properly authorized computer or broadband connections or other equipment suitable for accessing and using the BlinkSky Technology. Merchant shall not undertake any action which would restrict or limit BlinkSky's access to the BlinkSky Technology records for purposes of collecting information to support BlinkSky's reporting system or otherwise. Merchant shall immediately discontinue use of the BlinkSky Technology and remove any related software from its respective systems immediately upon expiration or any termination of this Agreement. Merchant shall safeguard the security credentials and prevent unauthorized access of the BlinkSky Technology.

6.4 Relief. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge and agree that any breach or attempted breach of its obligations in this Section 6 may cause the other party to suffer irreparable injury, including, but not limited to, harm to goodwill, diminishment of competitive positions in the marketplace, and lost opportunities to distribute unique products, the dollar value of which will be difficult, if not impossible, to determine, and for which money damages will not provide complete relief. Therefore, in the event of any such breach or attempted breach of Section 6 of this Agreement, the affected party shall be entitled to the entry of temporary and/or permanent injunctions and orders of specific performance enforcing its rights and the other party's obligations under Section 6 of this Agreement. To the extent permitted by Applicable Law, such relief shall be available without the necessity of posting a bond, cash or otherwise. Such equitable relief shall be in addition to, and in no way shall limit, any other rights or remedies which such affected party may have at law or in equity.

7. MARKS.

7.1 Use of Marks. Merchant acknowledges and agrees that the Prepaid, Stored Value Products and Services marketed, distributed, serviced or otherwise covered under or contemplated by this Agreement may contain the trade names, service marks, brands, and trademarks of BlinkSky or Providers (collectively, "Marks"). Unless otherwise authorized by BlinkSky in writing, Merchant agrees not to display or use any of the Marks and shall not permit the same to be displayed or used by any authorized party acting on its behalf or third parties, other than in connection with the sale, marketing, distribution or promotion of the Prepaid, Stored Value Products and Services. All ownership rights of BlinkSky and the Providers in their respective Marks are retained and all uses hereunder by Merchant, or any party acting on its behalf, inures to their respective benefits. All such Marks must be used in strict compliance with the owner's requirements. Merchant may not, and shall ensure that any party acting on its behalf does not, remove, alter or obscure any Marks on or in the Prepaid, Stored Value Products and Services, and shall not place any other trademark, trade name, logo or copyright notice on the Prepaid, Stored Value Products and Services, without prior written permission from BlinkSky. All merchandising or marketing materials created or used by Merchant in connection with the sale and/or distribution of the Prepaid, Stored Value Products and Services must be approved by BlinkSky. Merchant grants BlinkSky the right to display the trade name and any logos of Merchant to identify Merchant to BlinkSky's Merchants and business associates. Upon termination of this Agreement, any and all rights or privileges of Merchant to use the Marks shall immediately expire, and Merchant shall immediately discontinue the use thereof.

8. REPRESENTATIONS, WARRANTIES AND COVENANTS.

8.1 Merchant. Merchant represents, warrants, covenants and agrees that (a) it is authorized to enter into this Agreement, and its entry into and performance of its obligations under this Agreement do not violate, and will not cause a default under, any other agreement to which Merchant is or becomes a party; (b) it will perform its obligations under this Agreement in compliance with Applicable Law; (c) its intellectual property will not infringe upon, misappropriate or violate any other party's intellectual property rights, including, without limitation, any patent, trademark or copyright; (d) it has and shall maintain all necessary federal, state, and local licenses, permits, approvals, registrations or other authorizations from all applicable state and federal regulatory and governmental authorities necessary to perform its obligations under the Agreement; (e) it shall implement appropriate administrative, technical, and physical safeguards designed to ensure the security of its connection to the BlinkSky Technology, protect against any anticipated threats or hazards to the security or integrity of the BlinkSky Technology and protect against unauthorized access to or use of the BlinkSky Technology that could result in substantial harm or inconvenience to BlinkSky; (f) to the extent it handles consumer data, it will comply with all applicable consumer privacy laws, data security laws and obligations and rules or regulations related to the safeguarding of consumer information; (g) it shall be solely responsible for any and all its acts, errors, or omissions and the acts, errors, and omissions of Merchant's third party contractors (or any other

person or entity acting on behalf of Merchant) utilized to satisfy Merchant's obligations associated with this Agreement; and (h) it shall be solely responsible for any fraud occurring or originating on Merchant's technology network or systems.

8.2 BlinkSky. BlinkSky represents, warrants, covenants and agrees that (a) it is authorized to enter into this Agreement, and its entry into and performance of its obligations under this Agreement do not violate, and will not cause a default under, any other agreement to which BlinkSky is or becomes a party; (b) it will perform its obligations under this Agreement in compliance with Applicable Law; (c) the BlinkSky Technology will not infringe upon, misappropriate or violate any other party's intellectual property rights, including, without limitation, any patent, trademark or copyright; (d) it has and shall maintain all necessary federal, state, and local licenses, permits, approvals, registrations or other authorizations from all applicable state and federal regulatory and governmental authorities necessary to perform its obligations under the Agreement; and (e) it shall be solely responsible for any fraud occurring or originating on BlinkSky's technology network or systems.

9. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BLINKSKY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO MERCHANT, ANY THIRD-PARTY CONTRACTORS OF MERCHANT, OR TO ANY OTHER PARTY, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, OR MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AS TO ALL BLINKSKY SERVICES, TRANSACTIONS, TERMINALS, AND THE PREPAID, STORED VALUE PRODUCTS AND SERVICES. THE BLINKSKY TECHNOLOGY (INCLUDING WITHOUT LIMITATION, THE BLINKSKY API'S) IS PROVIDED "AS-IS" ON AN "AS AVAILABLE" BASIS. BLINKSKY MAKES NO WARRANTIES THAT BLINKSKY WILL PROVIDE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE BLINKSKY TECHNOLOGY.

9.2 NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BLINKSKY SHALL NOT BE LIABLE TO MERCHANT FOR ANY AND ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY DAMAGES CLAIMED FOR LOSS OF INCOME, REVENUE, OR PROFITS OR FOR LOSS OF GOODWILL) ARISING FROM OR RELATED TO THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY INDICATED, NONE OF THE UNDERLYING PRODUCTS ARE PROVIDED BY BLINKSKY UNDER NO CIRCUMSTANCES SHALL BLINKSKY BE LIABLE TO MERCHANT OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, INJURY OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS OR DELAYS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES OR USE OF ANY PRODUCT OR SERVICES.

10. INDEMNIFICATION.

10.1 Mutual. Each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party, its parent(s), subsidiaries and/or Affiliates, and its and their respective officers, employees, members, shareholders, and agents (collectively, an "Indemnified Party"), from and against any and all third party claims (including without limitation, any third party action, loss, damage, or liability arising under any federal, state or other statutes, regulations, ordinances, or common law) and expenses including, without limitation, reasonable attorneys' fees and costs (collectively "Third Party Claims"), arising from or in connection with (a) any breach by the Indemnifying Party (or any person or entity acting on behalf of the Indemnifying Party) of this Agreement, (b) the acts or omissions of the Indemnifying Party or any person or entity acting on behalf of the Indemnifying Party, and/or (c) an Indemnified Party's authorized use of the Marks.

10.2 Conditions of Indemnification. The duty of an Indemnifying Party to indemnify and defend an Indemnified Party shall be conditioned upon the Indemnified Party (a) notifying the Indemnifying Party of any actual or threatened Third Party Claim promptly, and (b) cooperating with the Indemnifying Party to defend such actual or threatened Third Party Claim. The defense of any Third Party shall be conducted by competent counsel employed by the Indemnifying Party and approved by the Indemnified Party (which approval will not be unreasonably withheld, conditioned or delayed). The Indemnified Party shall be entitled, at its own cost and expense (which shall not constitute damages), to participate in such defense and to be represented by counsel of its own choosing. Neither an Indemnified Party nor an Indemnifying Party may settle or compromise any Third Party Claim without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed in light of all factors of reasonable importance to such party.

11. MISCELLANEOUS.

11.1 Force Majeure. Either party shall be excused from performance of this Agreement, or any obligation hereunder, if and to the extent its performance or obligation is either directly or indirectly prevented, restricted, or interfered with by

reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, fiber cuts, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slow-downs, picketing, or boycotts, unavailability of equipment from vendor, failure of equipment, delays or non-performance of suppliers or carriers, or any other circumstances beyond the reasonable control and without the fault or negligence of either party. Either part affected by any of the events in this clause 11.1 shall provide the other party with verbal notification of any such "force majeure" event which may affect the other party's ability to perform its obligations under this Agreement.

11.2 No Assignment. Merchant may not assign this Agreement without the prior written consent of BlinkSky. Any change of control of Merchant or sale, transfer, or disposition of a controlling interest in all or substantially all of the assets of Merchant, whether by merger, sale of stock, sale of assets or similar transaction, shall be deemed an assignment of this Agreement that requires the prior written consent of BlinkSky.

11.3 Independent Contractors; No Third Party Beneficiaries. BlinkSky and Merchant are independent contractors, and this Agreement does not create an agency, joint venture, partnership, employment relationship or franchise between them. Except as expressly set forth herein, neither BlinkSky nor Merchant shall have the authority to bind the other in any manner. By its entry into this Agreement, BlinkSky does not undertake any obligation of Merchant to any third party. The parties do not intend any third party to be a beneficiary of this Agreement other than Blinksky USA or its affiliates or to have any rights hereunder.

11.4 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with laws of Jamaica regardless of conflict of law principals. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Jamaica, for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof brought by any party hereto, and hereby waive and agree not to assert as a defense or otherwise, in any such suit action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such court.

11.5 Notices. All notices, claims, and other communications under this Agreement shall be in writing and deemed to have been duly given if delivered personally, telecopied or mailed by first class mail, postage pre-paid, to a party at its address indicated below. All such communications (a) if delivered personally, will be deemed given upon delivery, (b) if delivered by telecopy, will be deemed given when confirmed and (c) if delivered by mail in the manner described above, will be deemed given on the seventh business day after the day it is deposited in a regular depository of the United States mail. A party may change its address for such purpose by giving a similar notice specifying the new address.

If to Merchant: Per Master Services Agreement

If to BlinkSky: Per Master Services Agreement

11.6 Attorneys' Fees. If any legal action is necessary in order to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11.7 Affiliates. For purposes of this Agreement, the term "Affiliate," wherever it shall be used, shall mean, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly Controls, is Controlled with or by or is under common Control with a party. "Control" shall mean the possession, direct or indirect, of the power to vote more than fifty percent (50%) of the securities that have ordinary voting power for the election of directors of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise. Merchant and BlinkSky agree that any reference to BlinkSky in this Agreement (including any Schedules or Exhibits hereto) may include BlinkSky's Affiliates. During the Term, products and services provided to Merchant hereunder may be provided by BlinkSky or its Affiliates at BlinkSky's discretion. All terms and conditions of the Agreement will apply as equally to BlinkSky's Affiliates as to BlinkSky.

11.8 Corporate Authority. Each of the parties represents and warrants that the individual executing this Agreement on its behalf has the full corporate power, authority and right to enter into this Agreement and to perform the acts contemplated herein.

11.9 Press Release. Any press releases or public announcements regarding the subject matter hereof must have prior written approval of both parties prior to distribution, which approval shall not be unreasonably withheld or delayed.

11.10 Merchant's Representations. Merchant shall not make any representation to any person or entity with respect to the Prepaid, Stored Value Products and Services provided hereunder that goes beyond the representations made by BlinkSky herein or in any marketing materials that BlinkSky may provide to Merchant.

11.11 Applicable Law. For the purposes of this Agreement, "Applicable Law" means any and all applicable state or federal laws, rules or regulations in effect during the Term of this Agreement, as may be enacted or amended from time to time, including, without limitation, laws relating to data protection and privacy, and the regulations promulgated thereunder, including, without limitation, those regulations that are applicable to the issuance, display, marketing, promotion, sale, authorization or usage of the products and services.

11.12 Entire Agreement; Amendment. This Agreement (including the exhibits hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral. This Agreement may not be modified or amended except by a written instrument executed by each of the parties.

11.13 No Waiver. 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. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver of modification of any right under this Agreement.

11.14 Headings/Counterparts. The headings of the items and paragraphs contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more counterparts, and each of which shall be considered an original and all of which taken together shall constitute one agreement.

11.15 Severability. In the event any portion of this Agreement may be determined by any governmental body having jurisdiction hereover, or by any court of competent jurisdiction, to be unenforceable, the balance of the Agreement shall be severed therefrom and shall remain in full force and effect unless a failure of consideration would thereby result.

11.16 Construction and Interpretation. No rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against a party by reason of that party's role in drafting this Agreement. No provision hereof shall be construed as a limitation or modification of any other provision hereof.

11.17 No Disparagement; No Solicitation. Neither party shall, directly or indirectly, disparage the other party or any Marks of the other party or the Prepaid, Stored Value Products and Services, during the Term and for a period of twelve (12) months thereafter. Furthermore, Merchant shall not knowingly solicit or hire any employee or consultant of BlinkSky to leave their employment or consulting relationship with BlinkSky during the Term and for a period of twelve (12) months thereafter.