

# PLACEMENT AGREEMENT

**MERCHANT INFORMATION:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Merchant ID#: \_\_\_\_\_ Website URL: \_\_\_\_\_

This Placement Agreement ("Agreement") is made between Green Payment Solutions, LLC located at 8306 Wilshire Boulevard, #617, Beverly Hills, California, 90211 ("GPS") and the entity and/or individual whose name and address are set forth below ("Merchant")

- 1. Equipment.** Merchant hereby appoints GPS to be the exclusive provider of merchant accounts, equipment and related goods and services that allow businesses to process credit card, debit and automated clearing house transactions (the "GPS Services") to Merchant and Merchant shall not process credit cards through any competitor of GPS.
- 2. Term and Termination.** The initial term of this Agreement shall be for a period of four (4) years, commencing on the date first set forth below. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year each unless either party notifies the other no later than thirty (30) days prior to the end of the current term that it does not wish to renew this Agreement. GPS may cancel this Agreement for any reason, or no reason at all, by providing Merchant with seven (7) days notice. Merchant hereby authorizes GPS to debit any charges due by Merchant under this Agreement from any checking, savings, credit card or any other type of account provided by Merchant to GPS. If Merchant violates any of the terms and conditions of this Agreement or its merchant agreement, including, but not limited to, by ceasing processing payments with GPS, then GPS may charge a termination fee of (i) \$895 plus (ii) all the payments due for the current term of the merchant agreement. The parties expressly agree that the damages, which GPS might reasonably anticipate to be sustained by GPS, are difficult to ascertain and measure because of their indefiniteness or uncertainty and that the amount set forth above is a reasonable estimate of the damages that would probably be caused and shall be due regardless of proof of actual damages.
- 3. Disclaimer of All Warranties.** GPS disclaims all warranties, express or implied, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. GPS shall have no liability in contract, tort, negligence or otherwise to Merchant or any other third party arising out of any of products or services provided under this Agreement. GPS shall not be liable to Merchant or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if GPS has been advised of the possibility of such damages.
- 4.** This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, shall be effective unless assented to in writing by both parties. The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in Los Angeles, California. This Agreement may be executed in two or more counter-parts or by fax, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

**Signature (Please sign below):**

X \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_  
Please Print Name of Signer

**PERSONAL GUARANTY:** The undersigned unconditionally and irrevocably guaranties to GPS the prompt payment and performance of the terms and conditions outlined in this Agreement. This Guaranty is a guaranty of payment and not merely one for collection.

**Client's Business Principal:**

**Signature (Please sign below):**

X \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_  
Please Print Name of Signer