

1.1 Client agrees advertised finder's fee of \$750.00 is based on a 3-Terminal Panasonic JS950 system with local Epsom TMT88 Thermal Receipt printers, TM-U220 Kitchen & Bar Expeditor printers, one cash drawer and Digital Dining POS software with Credit Card Module. Approximate pricing Hardware \$11,461.00, Software \$6,500.00 and professional services \$4,200.00 all at list price.

1.2 Client agrees advertised finder's fee of \$750.00 may be increased for larger systems or decreased for smaller systems. In addition finder's fee may be increased or decreased based on margin or discounts provided to purchasing customer.

1.3 Client agrees each purchasing customers site and circumstances are different and it is unlikely that any two sites, even with the same hardware will yield the same finder's fee.

1.4 Client agrees finder's fee will be paid after site is complete and POS Solutions receives all monies for the sale and installation.

1.5 POS Solutions agrees to furnish such advice, instruction and cooperation to Client as is reasonably requested by Client. However, in so doing, POS Solutions obtains no authority or right to direct or control Client's actions, and Client assumes and retains full responsibility and discretion for soliciting and obtaining customers and accounts for POS Solutions.

1.6 Client is an independent contractor responsible for exercising sole and absolute discretion, judgment and control over the management and day-to-day operations of his business. This Agreement does not create a relationship of principal and agent, joint venture, partnership or employment. Neither party shall be liable for any obligations incurred by the other except as expressly provided herein. Client shall not act or represent himself, directly or by implication, as an agent of POS Solutions with any authority other than as set forth expressly in this Agreement. Neither Client, nor any of its principals, agents or employees, shall misrepresent himself as being a shareholder, director or officer of POS Solutions.

1.7 Subject to the provisions of Sections 1.8 and 1.9 hereof, Client agrees that he will defend, indemnify and hold harmless POS Solutions, and its employees, officers, directors and agents, from all fines, suits, proceedings, claims, demands, debts, obligations, liabilities or actions of any kind by anyone (including

reasonable attorneys' fees and costs) allegedly arising from or connected with the activities or operations of Client, his employees or agents.

1.8 Subject to the provisions of Section 1.9 hereof, POS Solutions agrees that it will defend, indemnify and hold harmless Client, and his employees, officers, directors and agents, from all fines, suits, proceedings, claims, demands, debts, obligations, liabilities or actions of any kind by anyone (including reasonable attorneys' fees and costs) arising solely from Client's authorized actions under this Agreement.

1.9 Upon receipt of notice of the existence of a claim or the commencement of a proceeding regarding which indemnity may be sought, the party seeking indemnification shall promptly give notice in writing thereof to the other party. If such a proceeding is commenced, the indemnitor may participate in the proceeding and, to the extent it elects to do so, may assume the defense thereof with counsel satisfactory to the other party. If, however, that other party is advised in a written opinion of counsel that there may be legal defenses available to it which are different from or in addition to those available to the indemnitor, or if the indemnitor fails to assume the defense of such proceeding or to employ counsel for that purpose satisfactory to the party sued within a reasonable time after notice of commencement of the proceeding, the indemnitor shall not be entitled to assume the defense of the proceeding, but shall be responsible for the reasonable fees, costs and expenses of the party sued in conducting its defense. No party shall be liable under this indemnity for any settlement entered into by the other unless it has received prior written notice of the proposed settlement.

2.0 Nothing in this Agreement shall be construed as an assignment or grant to Client of any right, title or interest in or to any common law trade names or marks owned or otherwise possessed by POS Solutions (the "Marks"), it being understood that all rights relating thereto are reserved by POS Solutions except for this license to use the Marks only as specifically and expressly provided in this Agreement. Client recognizes the great value of the goodwill associated with the Marks, and acknowledges that the Marks and all rights therein and goodwill pertaining thereto belong exclusively to POS Solutions, and that the Marks have a secondary meaning in the mind of the public. Client hereby agrees that his every use of the Marks shall inure to the benefit of POS Solutions, and that Client shall not at any time acquire any rights in the Marks by virtue of any use he may make of them. Client agrees that he will not, while this Agreement is in effect, or thereafter, attack the title or any rights of POS Solutions in and to the Marks, or attack the validity of this license for their use, or do anything which

would jeopardize or diminish POS Solutions's rights to or the value of the Marks. Client agrees to use the Marks in connection with, and exclusively for, the promotion and conduct of his business activities as provided and licensed herein, and in accordance with instructions, rules and procedures prescribed by POS Solutions from time to time with respect thereto. POS Solutions reserves the express right to control all uses of the Marks by Client to assure the proper use thereof. Client shall use the Marks only in the manner expressly approved in advance by POS Solutions. Client acknowledges that the license granted under this Agreement does not include the right to use the Marks or any part thereof in connection with the name of a corporation or any other legal entity except that Client may do business as Sales Client of POS Solutions, Inc. so long as this Agreement is in effect.

2.1 Client agrees to submit to POS Solutions or its designated agency, for prior written approval, any sales promotion material and advertising utilizing the Marks to be used by Client including, but not limited to, newspaper, radio and television advertising. POS Solutions shall have five (5) days in which to approve or disapprove submitted material orally or in writing; any oral response shall be confirmed in writing within fifteen (15) days thereafter. POS Solutions's failure to respond within the designated time shall be deemed approval. Failure to follow this procedure shall not be deemed a waiver of these requirements for future use of the Marks. Client shall not use the Marks, products or other material of POS Solutions without the appropriate copyright, patent and registration marks.

2.2 Client acknowledges the activities of Client acting pursuant to this Agreement will enable Client to learn details of POS Solutions's business operations and the names of prospective and actual customers of POS Solutions and its vendors and suppliers, and may enable Client to develop significant business relationships with POS Solutions's customers, vendors, and suppliers. Client recognizes that the failure to act in utmost good faith to POS Solutions during the term of this Agreement and after its termination will cause POS Solutions extreme damage not calculable in money. Client acknowledges that POS Solutions currently operates primarily in Arizona but may expand into other states. Client therefore agrees that while this Agreement is in effect he will not perform any work of any nature whatsoever for any point of sale business in the State of Arizona or in any state where POS Solutions is doing or reasonably expects to be doing business.

2.3 Client agrees that after termination of this Agreement for any reason he will not perform any work of any nature for any other point of sale

business directly competitive with those services available from POS Solutions, within any county in Arizona where POS Solutions then is doing business itself, for a period of six months after termination of this Agreement. The time period, geographical area and nature of the restrictions on Client's activities are divisible and severable. If any such provision is found to be too restrictive or invalid for any reason, that provision shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so eliminated.

2.4 Client agrees he will not solicit or hire employees of POS Solutions, including current employees of POS Solutions or employees whose employment terminated with POS Solutions within 180 days of the termination of this Agreement, for work in a business similar to that in which POS Solutions is engaged, anywhere within the State of Arizona or in any state where POS Solutions is doing or reasonably expects to be doing business. This agreement not to solicit or hire current or recent employees of POS Solutions is effective at all times during the term of this Agreement, and for one year following termination of this Agreement.

2.5 Client acknowledges that the trade secrets, information, ideas, research, methods, improvements and copyrighted materials owned or developed by POS Solutions or licensed to him, whether or not published, confidential or suitable for registration or copyright, and the goodwill associated with them, are and shall remain the sole and exclusive property of POS Solutions, provided or revealed to Client in trust and confidence. Any and all information, knowledge and know-how not already generally known in the industry about the POS Solutions business and products, services, standards, specifications, systems, procedures and techniques, and such other information and material as POS Solutions may designate as confidential, shall be deemed confidential for the purposes of this Agreement. Client agrees, in particular, that the identities of customers and terms and conditions of customers and accounts, and any information relating to those customers and accounts, such as contact person and account history, is strictly confidential and constitute trade secrets of the POS Solutions. Client agrees to keep the information and materials described in this Section, and the terms and provisions of this Agreement, confidential and to use them only for the purposes and in the manner authorized in writing by POS Solutions. Client agrees that during and after the termination of this Agreement neither he, nor any of his agents, employees or Clients, shall at any time copy or disclose to any other person, or use for any purpose other than the operation of its business hereunder, any secret, confidential or other information received from

POS Solutions, including but not limited to information concerning pricing methodology and suggestions, advertising formats, sales promotion formats, equipment or merchandise studies and evaluations, maintenance and systems of operations, forms or any operations manual.

2.6 It is acknowledged and agreed that a material part of the consideration for POS Solutions's entering into this Agreement is the personal confidence reposed by POS Solutions in Client, and consequently, except as expressly authorized herein, this Agreement and Client's rights and interests hereunder shall not be subject to sale, lease, assignment, transfer or encumbrance in whole or in part in any manner whatsoever without the prior written consent of POS Solutions, which will not be unreasonably withheld. Any transfer of the interests of Ryan Rinaldo in this Agreement shall be subject to the prior written approval of POS Solutions. This Agreement may be assigned by POS Solutions upon notice to Client; provided, however, that upon receipt of such notice, Client may elect to terminate this Agreement by giving sixty (60) days advance notice, and any such termination shall be deemed a termination without cause.

2.7 POS Solutions shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the terms of this Agreement without having to show actual damage sustained, and shall not thereby be deemed to have elected its remedies.