# PURE MONEY TECH VENDOR AGREEMENT

This Evangelist Agreement is made as of _____, by and between Pure Money Technology, Inc., ("Pure Money Tech") a Washington Corporation, with an office located at 14205 SE 36<sup>th</sup> Street, Suite 100 Bellevue, Wash., 98006 and _____ [  ] a Washington _____ [  ] an individual, operating a business with an office located at _____ ("Vendor").

1.      Definitions.

        1.1     Point of Sale Application.  (POSApp) shall mean the application designed and coded by Pure Money Tech to provide a single license to a Vendor to permit direct exchange of Ether between the Vendor and the public as payment for good or services sold to a member of the public.
        1.2     Ether.  Ether is the Ethereum digital currency.
        1.3     Evangelist.  The Evangelist installs the POSApp on the Vendor computer system to enable the Vendor to use Ether as a tender in exchange for Vendor goods or services.
        1.4     Purchaser.  A purchaser is any member of the public who wishes to buy goods or services from the Vendor using Ether. "Purchaser" refers to both single and multiple Purchasers.
        1.5     Transaction Fee.  Vendors agree to charge a purchaser of goods and services a percentage of each and every transaction of Ether pursuant to a Vendor Agreement.

2.      Term of Agreement.

        2.1     This Agreement is for a period of Five (5) years and it shall begin on the date when it has been signed by both parties, and when the Evangelist installs the POSApp on the Vendor computer system.

        2.2     This Agreement shall remain in effect, unless sooner terminated as hereinafter provided, so long as Vendor uses the POSApp, including updates, to accept Ether in exchange for goods or services provided to any purchaser of goods or services during the course of Vendor business.

        2.3     Upon expiration or termination for any reason the License to use the POSApp shall revert either to Pure Money Tech or to the Evangelist.

3.      POSApp.

        3.1     The POSApp is designed and intended to be used to facilitate the of Ether. The POSApp facilitates an exchange of Ether directly from Purchaser to Vendor.

3.2     The POSApp and Pure Money Tech only exchange Ether.  Pure Money Tech will not ask Vendor for any other medium of exchange.  Vendor agrees that all exchanges and transfers of value by and between Vendor and Pure Money Tech, and to Vendor by Purchaser using the POSApp shall be in Ether.

3.3     The POSApp calculates the purchase prices of goods and services and the Transaction Fee in Ether.  The POSApp may calculate additional charges in Ether, including local and state sales taxes, fees and other charges.

3.4     The Transaction fee is the ONLY time the POSApp authorizes a transfer of Ether from Vendor to Pure Money Tech and the Evangelist.  Pure Money Tech at no time receives Ether from Purchaser for payment of goods or services of Vendor.

3.5     Vendor understands and agrees that digital currency, including Ether, is a medium of exchange, and a store of value, that does not have legal tender status recognized by the United States Government.  Further, valuation of digital currency, including Ether, is subject to volatility and uncertainty.  Vendor assumes all liability for use of Ether during the course of its business and by use of the POSApp.

4.      Vendor Duties.

4.1     At all times this Agreement is in effect Vendor shall use only the POSApp to conduct business with all Purchasers who wish to purchase goods or services from Vendor using Ether.

4.2     Vendor, at or before the time of sale, shall inform Purchaser of the Transaction Fee percentage and the actual amount of the Transaction Fee in Ether.  The POSApp will add a Transaction Fee in the amount of One Percent of the total purchase price for goods or services Vendor charges the Purchaser.  For purposes of this calculation, the total purchase prices does NOT include any taxes, fees, charges or assessments of taxing authorities on or for the goods or services.

4.3     Vendor understands and agrees that the Transaction fee is paid in Ether to Pure Money Tech and the Evangelist.  Vendor is not entitled to receive the Transaction Fee or any portion thereof.

4.4     Vendor shall enable the POSApp to calculate all local, state and federal taxes for each transaction with a Purchaser.  The POSApp is enabled to make this calculation in Ether, at the current fair market value of Ether.

4.5     Vendor is responsible for paying all taxes, fees, and charges fees associated with and assessed due to the sale of goods and services to the Purchaser.  Vendor understands that taxing authorities do not now accept digital currencies, including Ether, as payment for taxes fees or charges.  Further, Vendor understands that POSApp does not transmit Ether – or any other tender – to taxing authority.   Vendor shall pay all taxes, fees, assessments and charges to taxing authorities in US Currency.

4.6     Vendor may be provided an electronic account key (the "Key") in a Micro SD card.   Vendor shall safeguard the Key.   Neither Pure Money Tech nor Evangelist are responsible for replacing or duplicating the Key.  Vendor understands and agrees that loss of the Key can result in complete loss of Vendor Ether and access to the Ethereum blockchain to access Vendor Ether.

4.7     Vendor shall not transfer the POSApp to any other system, without prior written consent from Pure Money Tech.  Such transfer shall not alter the parties' obligations or duties under this Agreement.

4.8     Vendor shall post prominently at the Vendor business, in view of the public and potential Purchasers a sign provided by Pure Money Tech that states, "Ether Accepted Here.  POS by Pure Money Technology, Inc.," or as sign with equivalent messaging as provided by Pure Money Tech.

4.9     Vendor is entitled to technologic support for the POSApp from Pure Money Tech.  Initial questions regarding use or problems with use of the POSApp shall be directed to Evangelist.   Thereafter, for further support, Vendor may contact Pure Money Tech at VendorSupport@puremoney.tech.

4.10     Vendor is not expected to incur any expenses or costs over an above the normal costs of doing business as a result of using the POSApp or being a Vendor through Pure Money Tech by virtue of this Agreement.  However, in the event Vendor incurs any expenses or costs Vendor is and shall be solely liable for said expenses and all costs and shall not be reimbursed for such expenses or costs by Pure Money Tech.

4.11     Vendor will make no representations or warranties with respect to the POSApp on behalf of Pure Money Tech except as expressly authorized in writing by Pure Money Tech.

4.12     Vendor shall at all times comply with the laws and regulations with regard to its business and as related to use of the POSApp, and as to all other activities under this Agreement.

4.13     Vendor will defend, indemnify and hold harmless Pure Money Tech from any claims, suits, issues, matters, or liabilities arising out of any acts or omissions of Vendor, its

employees and agents, including any breach by Vendor of any of its obligations under this Agreement. This includes but is not limited to payment of any and all taxes, assessments, charges, etc. by any governing authority and or enforcement action by said authority or its agents for the collection of the same.

4.14 Should Pure Money Tech disclose to Vendor data or information which is designated as confidential, Vendor shall accord such data or information strict confidentiality and shall not disclose it unless expressly permitted by Pure Money Tech or the data or information otherwise becomes public through no fault of the Evangelist.

5. Pure Money Tech Duties.

5.1 Pure Money Tech will furnish through the Evangelist a single license to use the POSApp. Evangelist will install the POSApp on the business computer system of Vendor's choosing.

5.2 Pure Money Tech will provide technical support for the POSApp which the Evangelist is not able to provide.

5.3 Pure Money Tech will provide signage, and other marketing support as may be developed, to advertise the Vendor's ability to accept Ether from Purchasers during the course of Vendor business.

5.4 Pure Money Tech does NOT accept currency other than Ether.

5.5 Pure Money Tech does not accept payment of Ether on behalf of Purchaser or Vendor. Pure Money Tech is not a currency transmitter nor a payment processer.

5.6 Pure Money Tech, through the POSApp, only provides the means for Purchasers to use Ether as payment for Vendor goods and services, and for Vendors to receive Ether in from Purchasers in exchange for Vendor goods and services.

5.7 Pure Money Tech will not charge for use of the POSApp except for the Transaction Fee.

6. Trademarks and Names.

Vendor shall not use any of Pure Money Tech's trademarks, trade names, corporate slogans, goodwill or product designations in any advertising copy, promotional material, signs or other written or printed material except as specifically authorized in writing by Pure Money Tech in advance.

7.    Termination.

7.1    Pure Money Tech may terminate this agreement without notice if the Vendor ceases to use the POSApp, and no subsequent POSApp is installed on the Vendor system.

7.2    This Agreement shall terminate five years from the date of this agreement, on _____("Termination Date"). 120 days prior to the Termination Date, the parties may elect to renew this Agreement under the same terms or pursuant to different terms.  If a new Agreement is not signed by the Termination Date, this Agreement shall terminate and the License to use the POSApp shall revert to Pure Money Tech or to the Evangelist who installed the POSApp.

7.3    Either party may terminate this Agreement if the other party breaches any of the provisions of this Agreement, other than those listed in Paragraph 7.1, and fails to remedy such breach within 30 days after issuing of written notice of such breach.

7.4    Neither termination nor expiration shall relieve either party from the duty to discharge in full all obligations accrued or due prior to the date thereof.

7.5    Neither party, by reason of the termination of this Agreement shall be liable to the other because of the loss of anticipated receipt of Split or prospective profits or because of expenditures or investments related to the performance of this Agreement or the goodwill of the parties.  All sums owed by either party to the other shall become due and payable immediately upon termination.

8.    Excuses for Nonperformance.

No liability shall result from the delay in performance or non-performance beyond the reasonable control of the party affected, including but not limited to Acts of god, fire, flood, war, embargo, accident, labor trouble, or shortage of material, equipment or transport, any United States or foreign government law, regulations, direction or request, or any United States or foreign Court ruling.

9.    Assignment.

This Vendor Agreement is not transferable nor Assignable, and vendor Shall not seek to assign this Agreement or any obligation or right under this Agreement to any party. Any purported assignment shall be void and of no effect.

10. <u>Applicable Law and Dispute Settlement</u>

10.1    The construction, performance and completion of this Agreement shall be governed by the laws of the State of Washington.

10.2    In the event of any dispute arising out of or relating to this Agreement, the parties undertake to make every effort to reach an amicable settlement of their differences. Failing such settlement, the dispute shall be referred to arbitration.  The Arbitrator shall be determined as follows:  Each party shall provide the other a list of three Arbitrators within two weeks of mutual demand.  The parties shall select a mutually agreeable Arbitrator from the combined list of six Arbitrators.  If after 30 days the parties are unable to agree on an Arbitrator, then each party immediately shall select one of the six Arbitrators, who, in turn, shall within one week confer and appoint an Arbitrator to settle the dispute.

10.3    The decisions of the arbitration shall be binding and conclusive upon each party and may be enforced under the substantive law of the State of Washington.  Venue for such enforcement of Arbitration shall be in King County Superior Court.  In any action to enforce this agreement, regardless of whether the matter is filed in court, the prevailing party shall be entitled to an award of attorneys' fees and the costs of arbitration or court.

11. <u>Notice.</u>

Any notice required or permitted herein may be mailed via US Mail, first class postage prepaid to the party to be notified at the address shown above or at the last known address given by such party to the other, AND by either hand delivery to the same address or by email at the address provided herein.  Notice shall be deemed delivered on the date when mailed, and subsequently hand delivered or emailed.

12.     <u>Counterparts and acknowledgments</u>

       This Agreement may be signed electronically and in multiple counter parts, but shall be one Agreement, and it shall be effective as of the date first above stated once signed by both Pure Money Tech and Evangelist.  The parties agree that signing electronically shall have the same effect as if the signatures were acknowledged by a notary public.  If not electronically signed the parties' acknowledgments are on the following pages.

DATED _____        DATED _____

Pure Money Technology, Inc.,


_____    by, _____
Carlos Tapang, President.            _____
                                its_____