

MERCHANT GUARANTY AGREEMENT
(for commercial purposes only)

THIS ABSOLUTE, UNCONDITIONAL, AND CONTINUING GUARANTY ("Agreement") is executed as of the ____ day of _____, 20__ by and between _____, a _____ and located at _____, and _____ an individual, residing at _____ (collectively called the "Guarantor(s)") for the benefit of and to secure any and all Merchant Debt and Payment for the Merchant ("Merchant" or "Merchants") as defined herein to Perfect Mobile, Inc, a Virginia Corporation, located at 4119 John Marr Dr, Annandale, Virginia 22003 ("Company"), that arise out of any and all of the Retailer Application and Agreements ("Merchant Agreement(s)") by and between the Merchant(s) and the Independent Sales Organization ("ISO") or the Company.

WITNESSETH

WHEREAS, Guarantor has requested that Merchants be provided services and products ("Products") and Guarantor has requested that the certain Merchants be extended a line of credit or terms of payment ("LOC") in the amount to be determined herein and based on the guaranty, representations, and warranties contained herein by the Guarantor;

WHEREAS, the Company will not provide Products to the Merchants unless the LOC, based on the Guarantee provided herein by the Guarantors and so long as and contingent on the Guarantor guaranteeing any and all of the LOC, debts, payments, costs, representations, warranties, and obligations of the Merchants under the Merchant Agreement ("Merchant Agreement") by and between the Merchant and the Company;

WHEREAS, the Guarantor acknowledges that he / she is receiving valuable consideration from entering into this Agreement.

WHEREAS, the Company is relying on the representations and warranties contained herein are true and accurate, or would not enter into the Merchant Agreement; and

WHEREAS, the above recitals and any attachments or exhibits, shall be incorporated herein by reference.

NOW THEREFORE, in consideration of (\$10.00) the benefits to be derived by Guarantor herein, in order to induce the Company to execute this Agreement, and to extend a LOC to the Merchant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor joins in the execution and delivery of this Agreement, and agrees to be bound by the following terms and conditions contained herein as follows:

TERMS AND CONDITIONS

1. **Guaranty of Payment and Obligations.** Guarantor unconditionally, absolutely, continuous, and irrevocably, guarantees to the Company the full and prompt payment of any and all payments, fees, charges, debts, unpaid bills of the Merchants under the Merchant Agreement, and (collectively, the "Debt" or "Payment"), and further unconditionally guarantees the full and timely performance and observance of all of the terms, provisions, covenants and obligations, and any and all present and future payment obligations of Merchants under the Merchant Agreement (collectively, the "Obligations").

2. **Events of Default.** The following shall constitute an event of Default: (a) Breach of this Agreement or any of the terms herein; (b) Breach of Merchant or Guarantor's representations, warranties, Obligations, Payments, or Debts contained herein; (c) In the event that either the Merchant or the Guarantor file for protection under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws; (d) in the event of any other Breach of any other agreement entered into by and between any of the parties hereto, (e) without first notifying the Company if there is a material change in my business, including ownership, management, and financial conditions, (f) any party changes their name or address without notifying the Company prior to making such a change, and (g) as provided in this Agreement.

3. **Remedies in the Event of Default by Merchant.** If the Merchant is in default or breach at any time in the payment of any Debt or the performance of any of the Obligations in the Merchant Agreement or any other agreement between the parties, (a) The Debt and Payment shall be fully accelerated and due in full, (b) the Guarantor will pay the Debt immediately, (c) the Guarantor shall faithfully perform and fulfill all Obligations (d) the Guarantor will pay to the Company any attorneys' fees, court costs, and other expenses, costs and disbursements incurred by the Company on account, Debt, or Payment, (e) Guarantor shall also be responsible of any such default and on account and the enforcement of this Guaranty, (f) 18% in default interest (or the maximum available by law, which in the event the rate herein is higher than the maximum available at law, the rate shall be lowered to the rate and all other terms shall remain intact and binding - see Section 7 (a)), and (g), the Company shall have the

right to deduct / off-set any "Commissions" or payments, or fees, due to the Guarantor as defined in any agreement by and between the Company and the Guarantor or ISO. (If this is merchant, it will applied to merchant.)

4. Remedies Cumulative. The rights, powers, remedies and privileges provided in this Guaranty are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law and any other agreement. All of the Company's rights and remedies under this Guaranty, the Merchant Agreement, or any other agreements, or under this Guaranty, are intended to be distinct, separate, and cumulative and no such right and remedy therein or herein is intended to be the exclusion of or a waiver of any other by the Company.

a.) In the event that other agreements similar to this Guaranty are executed from time to time by other entities or persons with respect to the Merchant Agreement, those remedies will be cumulative of any such other agreements to the effect that the liabilities and obligations of Guarantor hereunder will be joint and several with those of each other guarantor, and the liabilities and obligations of Guarantor hereunder will in no event be affected or diminished by reason of any such other agreement.

b.) The Guarantor agrees that the Company may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Company shall have resorted to any collateral security, or shall have proceeded against the Merchant, or any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations.

c.) This Guaranty will be enforceable by the Company in a joint action against Guarantor without the necessity of any suit, action, or proceedings by the Company of any kind or nature whatsoever against Merchant, without the necessity of any notice to Guarantor of Merchant's default or breach under this Guaranty or the Merchant Agreement, and without the necessity of any other notice or demand to Guarantor to which Guarantor might otherwise be entitled, all of which notices Guarantor hereby expressly waives.

d.) The validity of this Guaranty and the obligations of Guarantor hereunder will not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by the Company against Merchant any of the rights or remedies reserved to the Company pursuant to the provisions of the Merchant Agreement, or any other agreements, or any other remedy or right which the Company may have at law or in equity or otherwise.

5. Type of Guaranty. This Guaranty is an absolute, unconditional, irrevocable, and continuing guaranty. The liability of Guarantor hereunder will in no way be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of the Merchant Agreement or any modification or waiver of or change in any of the covenants and terms of the Merchant Agreement by the Company and Merchant, or any other agreements, or by any unilateral action of either the Company, the Guarantor or the Merchant, or by an extension of time that may be granted by the Company to Merchant or any indulgence of any kind granted to Merchant, or any dealings or transactions occurring between the Company and Merchant and the Guarantor, including, without limitation, (1) any adjustment, compromise, settlement, accord and satisfaction, or release under the Merchant Agreement, or any other agreement by and between any parties hereto, or (2) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting Merchant or any of the Guarantors; (3) any change in the corporate existence (including its constitution, laws, rules, regulations or powers), structure or ownership of the Merchant or the Guarantor, or (4) any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Merchant or Guarantor or its assets, or any other guarantor of any of the Guaranteed Obligations; (5) the existence of any claim, set-off or other rights which the Guarantor may have at any time against the Company, the Merchant or any other corporation or person, in connection herewith; provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim, unless waived herein; (6) the invalidity or non-enforceability in whole or in part of the Agreement(s) or any Guaranteed Obligations or any instrument evidencing any Guaranteed Obligations; and (7) any other act or omission to act or delay of any kind of the Company, any other guarantor, or any other corporation or person or any other event, occurrence or circumstance whatsoever which might, but for the provisions of this paragraph, which may constitute a waiver or constitute a legal or equitable discharge of the Guarantor's obligations hereunder.

6. Security Interest In Collateral. To secure the Obligations and Payment and performance of this Agreement, the Guarantor, grants the Company the right to file a UCC to secure the Debt and Payments as a security interest in all of Collateral as described as follows:

Any and all Assets of the Guarantor, all present and future right, title and interest in and to any and all personal property of the Guarantor, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation, the following categories of property: goods (including inventory, equipment, fixtures, farm products including but not limited to crops grown, growing, or to be grown - and any accession thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or

electronic}, deposit accounts, letter-of-credit rights (whether or not the letter-of-credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), all supporting obligations and all proceeds, products, additions, accessions, substitutions and replacements of the foregoing property. Any term used herein is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

7. Waiver by the Guarantor.

a.) The Guarantor irrevocably waives acceptance hereof, diligence, presentment, demand, protest, notice of dishonor, notice of any sale of collateral and any notice not provided for herein, and any requirement that at any time any person exhaust any right to take any action against the Company or its assets or any other guarantor or person. The Guarantor expressly waives the right to sue, offset, or any other defenses to the Guaranty and the Debt Guaranteed. The Guarantor does hereby waive any right of defense or claim against the Company for usury or any other defense at law or equity. This Guaranty shall be considered an Excluded Debt and a Non-Dischargeable Debt under the Bankruptcy Code.

b.) Guarantor does hereby expressly waive any suretyship defense or claim it may have by virtue of any statute, law, or ordinance of any state or other governmental authority, and further, waives any and every defense of Merchant or Guarantor, including, without limitation, any defense arising by reason of any disability of Merchant or Guarantor, or by reason of the cessation from any cause whatsoever of the liability of Merchant.

c.) Guarantor hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. Guarantor further waives any right to require that an action be brought against Merchant or any other person. The Guarantor hereby waives the provisions of Official Code of Virginia (as it now exists or may be hereafter amended).

d.) Guarantor hereby waives to the fullest extent permitted by law any and all rights, whether at law, in equity, or by agreement or otherwise to subrogation, indemnity, reimbursement, contribution, or any other claim, cause of action, right or remedy in favor of Guarantor against Merchant or any other person or entity primarily, contingently, secondarily, directly or indirectly liable on all or any part of the Obligations, or against any collateral or any security for the Obligations, that otherwise would arise out of or result from any payment by Guarantor to The Company under or pursuant to the Guaranty, notwithstanding the manner or nature of such payment, including but not limited to (a) direct payment by Guarantor to The Company, or (b) recovery by The Company against Guarantor, or any property of Guarantor, as a result of any security interest, judgment, judgment lien or legal process.

8. Term; Reinstatement in Certain Circumstances. This Guaranty shall remain in full force and effect until or unless terminated herein per the Agreement or by the Company and only upon complete payment of any Obligations, Debt, or Payments due from the Merchant to the Company. Such termination shall not release Guarantor from liability for any Guaranteed Obligations arising prior to the effective date of such termination. If at any time any payment of any of the Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Merchant or the Guarantor or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made.

9. Stay of Acceleration - Bankruptcy - Ineffective with Respect to Guarantor. In the event that acceleration of the time for payment of any amount payable by the Company under the Agreement(s) is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration or required to be paid upon an early termination pursuant to the terms of the Agreement(s) shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Company, and all such Debt, Obligations, and Payments Guaranteed by the Guarantor shall be excluded from being discharged under Bankruptcy, and shall be a non-dischargeable debt under bankruptcy.

10. Assignment, Successors and Assigns, Binding Effect. The Guaranty shall be binding upon and inure to the benefit of the Guarantor and its successors and assigns and the Company's and its successors and assigns. Guarantor may not assign its rights and obligations hereunder without the prior written consent of the Company, and any such purported assignment without such written consent will be void. The Company may, at any time and from time to time, assign, in whole or in part, its rights hereunder, to a third party, provided that the Company shall give Guarantor written notice of such assignment no less than ten (10) days prior to such assignment, and, in such event, each and every successive assignee of the Merchant Agreement or of the Guaranty will have the right to enforce this Guaranty, by suit or otherwise, for the benefit of such assignee as fully as if such assignee were named herein. Guarantor may not assign or delegate its obligations under this Guaranty.

11. Disclaimer and Limitation on Liability.

THE GUARANTOR AGREES AND ACKNOWLEDGES THAT THE COMPANY DISCLAIMS ALL

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO GUARANTORS OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY. IN NO EVENT SHALL THE COMPANY, OR THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, INTERRUPTION IN SERVICE, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE COMPANY'S CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED, ANY COMMISSIONS PAID TO THE GUARANTOR PER THE ISO AGREEMENT FOR PRODUCTS PROVIDED TO THE MERCHANT .

12. Indemnification. In addition to any other indemnifications as set forth in this Agreement, the Guarantor will indemnify, defend, and hold harmless the Company, its vendor(s) and their respective officers, directors, employees, and affiliates harmless from and against any and all losses, claims, liabilities, damages, costs or expenses arising from or related to the Merchant Agreement including but not limited to:

(a) the purchase, delivery, acceptance, rejection, ownership, possession, use condition, liens against, or return of any products and services provided by the Company.

(b) the Guarantors' negligent acts or omissions or the Merchant or Guarantor's employees' gross negligence or willful misconduct in connection with this Agreement or the ISA Agreement; (c) any breach by the Guarantors of any of their obligations under this Section; or (d) any third party's unauthorized access to Company's client's data and/or unauthorized financial activity occurring on the Merchant's Account hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct or otherwise arising from the Guarantors provision of goods and services to the Merchant arising out of this Guaranty or per the Merchant Agreement and / or use of the Company's Service; or arising out of any third party indemnifications the Company is obligated to make as a result of the Merchant or Guarantor's actions.

13. Representations and Warranties. Guarantor and the Company hereby represents and warranties the following:

(i) The Company and the Guarantor have full capacity, legal right, authority, corporate or otherwise, to enter into the Agreement and all necessary assets and liquidity to perform their obligations and pay the debts, Payments, and Obligations as they become due and to enter into this Agreement;

(ii) there is no circumstance threatened or pending that might have a material adverse effect on Guarantors' business or Guarantor's ability to perform its Obligations or pay your Debts hereunder.

(iii) if the individual is a Guarantor, the Guarantor is not (1) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac), (2) listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or (3) located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member;

(iv) all information that the Guarantor has provided in connection with this Agreement is true, accurate, and complete; and if any of the Guarantors' representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, the Company may immediately terminate the ISO (or Agent) Agreement in its sole discretion, and may pursue its remedies under this Guaranty and at law and equity.

(v) The Guarantor has the financial capability to Guarantee the orders, payments, and Debts, and Obligations of the Merchant and the Guarantor represents that by entering into this Agreement, will not violate any other third-party agreement.

(vi) The execution, delivery and performance of the Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(vii) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guaranty, if any, have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by and no notice to or filing with, any government authority is required in connection with the execution, delivery or performance of this Guaranty.

(viii) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(ix) The Guarantor shall comply with all applicable laws, regulations, and rules.

14. **Notices.** All notices or communications to the Guarantor shall be in writing and shall be directed by registered or certified mail or overnight delivery service to:

If to Guarantor(s):

Company Name: _____
Attention: _____
Address: _____
Email: _____
Fax: _____

If to Company:

Company Name: _____
Attention: _____
Address: _____
Email: _____
Fax: _____

15. **Amendments and Waivers.** No provision of this Guaranty may be amended, supplemented or modified nor any of the terms and conditions hereof waived, except by a written instrument executed by the Guarantor and the Company. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition. The parties agree that they shall amend and change the Merchant(s) and the LOC being guaranteed by the ISO, by emailing each other and agreeing in email as to the Merchants to be added and or deleted and the LOC authorized by ISO. The party requesting the change must receive written acknowledgement and agreement to the addition and or deletion of a Merchant on the List. Failure to obtain an approval, shall result in the addition or deletion of a Merchant invalid.

16. **Jurisdiction, Venue, Governing Law.** **THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. THE GUARANTOR AND THE COMPANY JOINTLY AND SEVERALLY AGREE TO THE EXCLUSIVE JURISDICTION OF FULTON COUNTY SUPERIOR COURT IN GEORGIA OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTY AND WAIVE ANY OBJECTIONS TO VENUE, JURISDICTION OR INCONVENIENT FORUM. THE GUARANTOR HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY.**

17. **Third Party Beneficiaries.** This Guaranty shall not be construed to create any third-party beneficiary relationship as to or with any person or entity other than the Company.

18. **Headings.** The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement and all parties agree that this Agreement was mutually drafted.

19. **Severability.** The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

20. **Entire Agreement.** This Agreement constitutes the entire Agreements between the parties with respect to the subject matter thereof and supersedes any previous agreements and understandings. The Guarantor acknowledges that there have been no oral or written representations regarding this Agreement, that are binding except, for the obligations within this Agreement its exhibits, and as amended.

21. **Conflicting Agreements.** This Agreement shall override, supersede, and make moot any other agreement or language between the parties that conflicts with this Agreement as this Agreement is controlling.

IN WITNESS WHEREOF, after having been reviewed by counsel of choosing, and after understanding all of the terms and condition, the Guarantor agrees to be bound by this Agreement, and has caused this Guaranty to be duly executed as of the date first above written.

[may be executed in counterparts and be binding]

GUARANTOR(s) _____ (seal)
By: _____
Individual Name: _____
Company Name: _____
Capacity as: _____
Email: _____
Fax: _____
Witness: _____

COMPANY: _____ (seal)
By: _____
Company Name: _____
Capacity as: _____
Email: _____
Fax: _____
Witness: _____

I, the Guarantor, _____, agree to be bound by the terms and conditions of this Guarantee and have Signed sealed this Guaranty in front of the below notary the day and year written herein.

Guarantor

Notary

Notary Stamp and Expiration

Date