To the right Isla	n explanation of	the contents of	of the wage bo	mies on your W-2.	Gross Wages	38862	26.23 3886	26.23	389626.2
To the right is an explanation of the centerts of the wage boxes on your W-2. Please note that the Gross amount shown may include adjustments.			Txbl Benefits				- 1100		
					Group Term Life	31	15.77 3	15.72	315.3
					Adoption				
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Employer L

Name: Employer Phone: Employer

Address:

Co LLC

800-877-9019

5445 Triangle Parkway Suite 400 Norcross, GA 30092

Employee Name:

Employee #: Employee Address:

Job Title:

Donald A Wilczynski 3104757

446 Estates View Drive, Acworth, GA 30101

Acworth, GA 30101 0812 Inside/Outbound Sales Department: Senior Vice President

Pay Date: Pay Period:

6/14/2019

5/27/2019 - 6/9/2019 259137913

Deposit Advice #: Pay Frequency: Bi-Weekly Federal Filing Status: MWS Federal Exemptions: 5/\$0.00 State Filing Status: B (GA) State Exemptions: 6/\$0.00 (GA)

	Current 5/27/2019 - 6/9/2019		YTD As of 6/9/2019		
Earnings	Hours/Units	Rate	Amount	Hours/Units	Amount
Regular Salary Hourly Severanc Hourly Vacation Salary Vacation Stock Pymnt NQ Bonus	115.75 48.00 67.75	103.3654 103.3654	\$11,964.54 \$4,961.54	995.75 916.00 67.75 12.00	\$347,779.1; \$94,682.6; \$82,692.4; \$7,003.0; \$1,240.3; \$124,660.6;
Taxable Benefits					\$37,500.00
GTL			\$40.34		\$443.74
Memo Information 401K FR Match			\$40.34		\$443.74
Pre-Tax Deductions			4154.10		\$909.59
401K %		\$154.19		\$5,488.7	
BCBS Gold Med	\$120.55		\$3,638		
Dolta Dental VSP Vision	\$22.92		\$1,446.6		
Taxes	\$10.72		\$275.04 \$128.64		
Fed W/H FICA EE Fed MWT EE GA W/H			\$3,750.77 \$2,845.68 \$278.50	\$118,662.9; \$84,969.2 \$8,239.8; \$6,339.7;	
Post-Tax Deductions			\$626.59		\$19,114.13
UNUM Crit III UNUM Acc Care AD&D Life Vol Life			\$71.18 \$25.48 \$16.16 \$9.23 \$20.31		\$844.68 \$305.76 \$184.44 \$110.76
	Routing #	Account #	Amount		\$243.72
Net Pay Direct Deposit	061000227	XXXXXXX7523	\$7,988.40 \$7,988.40	3/2/2	Amount \$222,782.76

INDEPENDENT SALES CONSULTING AGREEMENT

THIS INDEPENDENT SALES CONSULTING AGREEMENT (hereafter "Agreement") is made and entered into on this 17th day of September, 2019, between Pago Business Solutions Inc. (hereafter "INDEPENDENT SALES CONSULTANT"), and FineTech, Inc. (hereafter "FineTech"), a Georgia Corporation.

- Term: This Agreement shall commence as of the signing date, below, and shall continue
 in full force and effect for 30 days, unless terminated as defined in Section 7 of this Agreement.
 This Agreement will automatically renew for a period of 30 days, upon the same terms and
 conditions contained herein, and will continually renew each 30 days thereafter, unless either
 party provides written notice to the other party, 3 days prior to termination of this Agreement, or
 any extension hereunder, that said party does not wish to extend the Agreement.
- 2. <u>Independent Sales Consultant</u>: Sales Consultant understands that Sales Consultant's members, employees, representatives or agents (hereafter collectively referred to as "Sales Consultant") are independent contractors and are not and will not be employees of FineTech; and that nothing contained within this Agreement, or no services provided pursuant to this Agreement, creates, or is intended to create, an employer/employee relationship between Sales Consultant and FineTech. None of FineTech's employee benefits, including (without limitation) compensation, workers' compensation insurance, pension, 401(K) and unemployment insurance, are available from FineTech to employees, agents, subcontractors or representatives (collectively referred to as "Personnel") of Sales Consultant. Sales Consultant shall be solely responsible for payment of all compensation, benefits and taxes for its employees.

Sales Consultant shall have exclusive control over the manner and means by which Sales Consultant executes or fulfills its obligations under this Agreement, and FineTech has no right to control the manner or means by which Sales Consultant fulfills its obligations under this Agreement, unless specifically provided otherwise in this Agreement.

3. Obligations of the Parties: Sales Consultant agrees to solicit and sign merchants to purchase or lease point of sale (POS) equipment used in the merchant services industry, like the Clover Station, and to board such transactions or sales under the FineTech account. Sales Consultant may also, at its sole discretion, solicit merchants to FineTech for credit card processing services. For any and all solicitations by Sales Consultant (be they POS equipment transactions or credit card processing), Sales Consultant shall obtain all the necessary information from the merchants, as well as assist the merchants in completing all necessary forms and applications, to board the merchant with FineTech, or otherwise complete the POS equipment transaction. Thereafter, Sales Consultant agrees to service the merchant account and respond in a timely manner to any requests from merchants for supplies, billing information, or technical assistance, as long as the merchant account remains active with FineTech.

Fine Tech agrees to provide its expert support and services for the Sales Consultant's sale of POS equipment (Clover Stations) to merchants and in boarding merchant accounts for credit card processing in the electronic merchant services industry. Fine Tech also agrees from time to time, at its sole discretion, to provide Sales Consultant with exclusive merchant leads for the sale of

POS equipment and credit card processing. When such merchant leads are provided to Sales Consultant by FineTech, Sales Consultant agrees that it will board said merchant leads exclusively and solely under the FineTech account.

Fine Tech shall provide at no cost to Sales Consultant all forms and applications necessary for Sales Consultant to fulfill its obligations under this Agreement, including from time to time the supply of promotional and instructional materials. Fine Tech retains the right at all times to refuse any solicited merchant by Sales Consultant, and such decision shall be at the sole discretion of Fine Tech. Fine Tech agrees to make its President and CEO, David Finete, available to Sales Consultant either in person, through electronic mail or text, or by telephone, to assist Sales Consultant with the sale of POS equipment and the boarding of merchant accounts under the terms of this Agreement. Sales Consultant agrees to use Sales Consultant's best efforts to sell Clover stations from the exclusive merchant leads provided by Fine Tech, and under all circumstances to board said merchants (whether for sale of POS equipment or credit card processing services) solely under the Fine Tech name and account. Failure by Sales Consultant to do so constitutes a material breach of this Agreement and will result in full forfeiture of any and all commissions or compensation due Sales Consultant under this Agreement.

 Consulting Fee Schedule: (See Exhibit "A", attached, for Consulting Fee Schedule, Target Revenue Schedule, terms and conditions.)

Sales Consultant agrees to pay all applicable present and future federal, state and local sales, use, excise and transportation taxes and all other taxes pertaining to the Revenue Sharing it receives for the provision of its services.

Confidentiality: Sales Consultant acknowledges by signing this Agreement that it will receive support services from FineTech during the term of this Agreement, as well as knowledge of FineTech's customer accounts, trade secrets and unique methodologies for boarding merchant accounts, and selling POS equipment, in the electronic merchant services industry. Sales Consultant agrees that such knowledge or information is proprietary in nature and a valuable property right and asset belonging exclusively to FineTech, and Sales Consultant agrees to treat all such information as confidential. "Confidential Information" means data and information related to the FineTech's business (regardless of whether such information is a trade secret as defined in Georgia Code Section 10-1-761) that is not generally known in the trade or industry and that FineTech considers to be valuable and confidential, including but not limited to: (i) all technical and business information of FineTech; (ii) any information that is disclosed in confidence to FineTech by customers, suppliers, and other third parties; and (iii) any information that could be considered inventions, creative works, trade secrets, or know-how owned by FineTech. Confidential Information also includes names of customers, pricing information, customer specifications, financial data, employee information, market information, business arrangements, and other non-public information of FineTech. Accordingly, Sales Consultant will not disclose such information to any third parties, nor use such information for any other reason other than to perform services for FineTech under this Agreement, for so long as the information remains non-public. Sales Consultant understands that nothing in this clause is intended to limit or diminish Sales Consultant's independent, indefinite duty not to misappropriate, disclose or use FineTech's trade secrets.

Sales Consultant agrees that a violation or threat of violation of this provision will cause FineTech to suffer serious harm to its business and that damages would be an inadequate remedy. Therefore, if Sales Consultant breaches this Agreement, FineTech will be entitled to an immediate court injunction and other remedies under Georgia law which governs this Agreement, and without the obligation to first make a showing of having an inadequate remedy at law or otherwise posting any bond. FineTech shall recover all expenses it incurs, including its reasonable attorneys' fees, in enforcing this Agreement. This clause is not to be construed as prohibiting the use of Sales Consultant's trade and professional skills so long as such does not violate FineTech's confidentiality obligations.

Upon termination of this Agreement, Sales Consultant will surrender to FineTech, any and all documents in its possession incorporating any such confidential or Confidential Information, including all copies thereof whether in human or machine readable form, and all electronic copies.

6. Non Compete: During the term of this Agreement, Sales Consultant will not sell or lease Clover stations for or on behalf of any other Merchant Service Provider other than FineTech; and that it will not board accounts for credit card processing with any other Merchant Service Provider other than FineTech, when the leads for those accounts have been provided to it by FineTech. Additionally, Sales Consultant agrees that for a period of one year after the termination of this Agreement (or any extensions hereunder), Sales Consultant will not attempt in any manner to interfere with any merchant accounts Sales Consultant has boarded under the terms of this Agreement with FineTech, or otherwise cause, directly or indirectly, said accounts to terminate their merchant service relationship/agreement with FineTech.

Sales Consultant agrees that a violation or threat of violation of this provision will cause FineTech to suffer serious harm to its business and that damages would be an inadequate remedy. Therefore, if Sales Consultant breaches this Agreement, FineTech will be entitled to an immediate court injunction and other remedies under Georgia law which governs this Agreement, and without the obligation to first make a showing of having an inadequate remedy at law or otherwise posting any bond. FineTech shall recover all expenses it incurs, including its reasonable attorneys' fees, in enforcing this Agreement. This clause is not to be construed as prohibiting the use of Sales Consultant's trade and professional skills so long as such does not violate FineTech's confidentiality obligations.

- Termination for Cause: This Agreement may be terminated immediately, at any time, should one or more of the following "cause" events occur:
 - A) Sales Consultant engages in conduct or behavior which reflects poorly upon the established, professional business reputation of FineTech, and is not cured, or is unable to be cured, by Sales Consultant within 3 days of receiving written notice from FineTech;
 - B) Sales Consultant violates any provision or part of Section 5 or 6, above; or
 - C) Sales Consultant materially breaches any provision or part of this Agreement.

D) Sales Consultant falls below 80% of Target Revenue Schedule.

Should termination of this Agreement occur at any time under this For-Cause provision, all merchant accounts signed pursuant to the Agreement shall remain the exclusive property of FineTech and no compensation whatsoever will be due Sales Consultant thereafter.

- 8. Industry Standards: Sales Consultant's performance under this Agreement must satisfy and comply with all standards, rules and guidelines established by Visa USA, MasterCard International, Ignite, and First Data Independent Sales Consultant Rules and Regulations, including Compliance Schedule, and Card Brand Association Rules and Regulations that impact merchants, copies of all of which Sales Consultant acknowledges receipt, familiarity, and expertise.
- 9. Insurance: Sales Consultant agrees to maintain in full force and effect at all times under this Agreement, an automobile liability insurance policy, with personal injury and property damage coverage, as well as un/underinsured motorist coverage, for any automobile Sales Consultant uses while providing services under this Agreement. Upon request at any time from FineTech, Sales Consultant agrees to provide written proof of compliance with this section.
- 10. <u>Indemnification</u>: Sales Consultant agrees to indemnify, defend and hold FineTech (and its owners, officers, and subsidiaries) harmless from and against any and all legal claims, liabilities, damages, losses and expenses, including attorney fees and court-related law suit costs "Claims", which are brought against or imposed upon FineTech by any person or entity for alleged money damages or harm of any kind, be they personal injuries, contractual or property damages, which damages are harm are allegedly caused in whole or in part by any act or omission Sales Consultant while performing services in any way related to this Agreement or based on the relationship between Sales Consultant and FineTech created by this Agreement.

Sales Consultant shall assume the defense of the Claim with legal counsel approved by FineTech within ten (10) days after FineTech gives Sales Consultant written notice of the Claim. Sales Consultant shall not consent to the entry of any judgment or enter into any settlement with respect to a Claim under this section without the prior written consent of FineTech. Until such time as Sales Consultant assumes the defense of the claim, FineTech may defend against the Claim in any manner FineTech may deem reasonably appropriate.

11. Governing Law, Choice of Venue, and Attorney Fees. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia, and the parties agree that should either party bring a legal action (lawsuit) to enforce this Agreement, or bring such an action that in any way concerns this Agreement, then said legal action must be filed in Cobb County, Georgia, and the parties expressly waive all defenses they may have to jurisdiction and venue therein. The parties also agree that should any party bring a legal action to enforce any part or all of this Agreement, then the prevailing party in that action is entitled to seek and receive reimbursement from the non-prevailing party all of the prevailing party's attorney fees and court costs incurred in bringing or defending the legal action.

 Severability. Should any portion of any provision of this Agreement be held unenforceable or invalid for any reason, the remaining portions or provisions shall be unaffected.

Sections 5 and 6 of this Agreement constitute separate and independent limitations on solicitation and disclosure, and it is the mutual intent of FineTech and Sales Consultant that should any of such limitations be held void, inoperative or unenforceable by a court of competent jurisdiction, such holding shall in no way affect the continuing validity, operation or enforceability of the remaining limitations. Moreover, should any provision be found void due to its overbreadth, the parties expressly authorize any court of competent jurisdiction to narrow the scope of any such provision by blue-pencilling as it is the parties' intent to preserve such limitations to the maximum extent possible.

13. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to such party at the following address or such other address as may be provided in writing to the other party:

FineTech, Inc.
Pago Business Solutions Inc.
1359 Foxhall Place
446 States View Drive
Acworth, Ga 30101

- 14. Entire Agreement. This Agreement represents the entire agreement of the parties and supersedes and replaces all subsequent agreements. This Agreement may be modified or amended only by written agreement signed by both parties to this Agreement.
- 15. Waiver/Modification/Amendment. No amendment of, supplement to, or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.
- Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 17. <u>Binding Nature</u>: The agreements made herein by Sales Consultant are on behalf of and binding upon not only Sales Consultant but also upon all employees, representatives, or agents acting in any way for and on behalf of Sales Consultant to perform any part of Sales Consultant's obligations under this Agreement.
- 18. Survival: The provisions of Sections 5, 6 and 10 hereof shall survive the termination or expiration of this Agreement.
- 19. Trademarks: Sales Consultant acknowledges that this Agreement does not give Sales Consultant any interest in or right to use any trademark, service mark, name, logo or other intellectual property right of FineTech or any of its affiliates ("FineTech Marks") in connection

with the Services, unless Sales Consultant receives FineTech's express prior written consent. Sales Consultant acknowledges that FineTech Marks are FineTech's exclusive property and that Sales Consultant has not and will not acquire any proprietary rights under this Agreement. Sales Consultant agrees that upon termination of this Agreement, Sales Consultant and its Personnel shall immediately cease and discontinue all use of FineTech Marks.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 17th day of September 2019.

FineTech, Inc. 1359 Foxhall Place

Pago Business Solutions Inc.

446 States View Drive

Mableton, GA 30126 9// Acworth, Ga 3010

David Pinete, President

Don Wilczynski

Exhibit A

Consulting Fee Schedule, Target Revenue Schedule, Terms and Conditions

CONSULTINGFEE SCHEDULE

MONTH	CONSULTING FEE	INVOICE PAYMENT DATE	
September	\$10,000	October 1st 2019	
October	\$12,000	November 1st 2019	
November	\$12,000	December 1st 2019	
December	\$12,000	January 1st 2019	
January	\$10,000	February 1st 2019	
February	\$10,000	March 1st 2019	
March	\$10,000	April 1st 2019	
April	\$8,000	May 1 st 2019	
May	\$8,000	June 1st 2019	
June	\$8,000	July 1st 2019	

^{*}If project is terminated during a calendar month, Consulting fee schedule will be pro-rated for that month.

TARGET REVENUE SCHEDULE

TARGET REVENUE SCHEDULE				
MONTH of PRODUCTION	REOCCURRING REVENUE	PAY-OUT DATE		
SEPTEMBER	\$0.00	0		
OCTOBER	\$2,000.00	NOVEMBER		
NOVEMBER	\$4,000.00	DECEMBER		
DECEMBER	\$6,000.00	JANUARY		
JANUARY	\$8,000.00	FEBURARY		
FEBURARY	\$10,000.00	MARCH		
MARCH	\$12,000.00	APRIL		
APRIL	\$14,000.00	MAY		
MAY	\$16,000.00	JUNE		
JUNE	\$18,000.00	JULY		
July	\$20,000.00	AUGUST 25 2020		