



SPONSORSHIP – MARKETING AGREEMENT – REFERRAL AGENT (eMONĒ II)

This Agreement is entered into and effective on _____ (Effective Date), between eMONĒco, Incorporated, a Nevada Corporation, with its corporate address at 4745 W. 136th Street, Leawood, Kansas 66224 who under a marketing license agreement with JBD Consulting, a Kansas based Limited Liability Company, with its address at 4701 W. 78th Street, Prairie Village, Kansas 66208, hereafter jointly refer to as "eMONĒco" and _____, hereafter referred to as "eMONĒco REFERRED SPONSOR" with its address at _____. eMONĒco and eMONĒco REFERRED SPONSOR are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

Recitals

WHEREAS, eMONĒco and eMONĒco REFERRED SPONSOR desire to establish a strategic marketing agreement; whereby, eMONĒco REFERRED SPONSOR through eMONĒco authority will promote eMONĒco products and services to its customers and business partners. This Agreement may be modified only in the form of a written instrument signed by eMONĒco (an "Amendment"). The terms of any Amendment executed during this Agreement will be subject to the terms of this Agreement unless otherwise stipulated in the Amendment. This Agreement is applicable to the parties' collective relationship herein, and does not have any jurisdiction over any other agreements that each party may have with the other individually.

NOW THEREFORE eMONĒco REFERRED SPONSOR is identified as an independent contractor willing to perform sales and/or marketing activities for eMONĒco and its mobile monē Mobile Banking Platform in accordance with the terms of this Agreement. eMONĒco REFERRED SPONSOR will be compensated on the basis of the Active Accountholders resting on the mobile monē Mobile Banking Platform that eMONĒco REFERRED SPONSOR obtains through eMONĒco directly. Directly (direct sale) will be defined as an accountholder obtained through eMONĒco REFERRED SPONSOR existing sales channel. eMONĒco REFERRED SPONSOR will be restricted only to approved Program(s) by eMONĒco. Nothing contained in this Agreement will be construed to constitute or create a partnership, joint venture, or employment of any kind.

Agreement

1. Definitions as used in this Agreement, the terms set out below shall have the following meanings:
 - a. "Agreement" - eMONĒco REFERRED SPONSOR agreement between eMONĒco and any attachments, exhibits, schedules, addendums, and amendments attached hereto and incorporated by reference herein.
 - b. "Account" - FDIC Insured Mobile Banking Account which will be issued via an FDIC registered financial institution and processed and delivered to mobile monē approved Accountholders for their use.
 - c. "Mobile Banking Platform" - Actual database and software application which is securely stored and processed through a financial institution in which all mobile monē Accounts are issued.
 - d. "Mobile Banking Account" - mobile monē Banking Platform Accounts that consist of any or all of the following: mobile monē Personal Financial Firewall, mobile monē Instant Card, mobile monē Virtual Card,

mobile monē Gift Card, mobile monē e-Card and the mobile monē MasterCard® with the latter five being approved MasterCard® or Discover® licensed applications. (Product descriptions can be viewed at mobile monē website – www.mobilemonē.com).

- e. "Accountholder" - Customer represented by eMONĒco REFERRED SPONSOR Program through an approved application to eMONĒco, and approved by eMONĒco to receive a mobile monē Mobile Banking Account.
- f. "Active Accountholder" - Mobile Banking Account that has funds available in the account at the monthly cycle date of the account, from which the monthly fee can be automatically deducted in full.
- g. "SPONSOR" - An individual, company, or organization which promotes the mobile monē Mobile Banking Platform to its group members, employees, and other potential SPONSORS and Accountholders.
- h. "SPONSORSHIP" - Consists of all the individual SPONSOR Program(s) up under one or single SPONSOR resting on the mobile monē Mobile Banking Platform.
- i. "eMONĒco REFERRED SPONSOR" - specially approved SPONSOR that has been granted rights to refer other SPONSORS.
- j. "REP" – A person, business and/or organization registered with eMONĒco that devotes resources to the pursuit of marketing, selling and providing support to their SPONSOR(s) on the Mobile Banking Platform.
- k. "Processor" - The mobile monē Banking Platform authorized "Third Party Processor" and Account trustee (i.e., FIS and/or Mobē, Inc.).
- l. "Program" - Accountholders obtained through SPONSOR(s), in which eMONĒco provides the desired branding, marketing and sales support for the processing and servicing of such accounts. SPONSOR shares in the revenue stream associated to the usage and fees associated to such Account activity.
- m. "Authorized Marks" - Name, trade name, and all registered or unregistered service marks of identified owner, eMONĒco™, mobile monē™ (including its Processor), MasterCard®, Discover®, Visa®, eMONĒco REFERRED SPONSOR, REP, or SPONSOR.

2. eMONĒco Responsibilities

- a. eMONĒco will provide training and technical support to enable eMONĒco REFERRED SPONSOR to properly represent the Program. eMONĒco REFERRED SPONSOR may develop its own marketing material, but eMONĒco must approve such material prior to its use. Only eMONĒco marketing submission forms can be used in the marketing material approval process.
- b. Except as otherwise provided in this Agreement, as between the parties, eMONĒco will be responsible for the Account application processing, card production and processing services, customer service and eMONĒco REFERRED SPONSOR SPONSORSHIP promotion that support the Accountholders. The mobile monē Mobile Banking Platform and the maintenance and operation of the optional web portal and/or powered website will be maintained and hosted by its Processor.
- c. eMONĒco, with its Processor, will provide customer service to the Accountholders. Inquiries from Accountholders concerning their Account and its use shall be handled by eMONĒco with its Processor in accordance with the terms and customary practices for like products.
- d. eMONĒco or its Processor shall inform eMONĒco REFERRED SPONSOR and provide all applicable laws, rules and regulations and/or changes thereto that directly affect said Agreement, including, without limitation, the regulations of the federal and state banking system, as well as any changes with

MasterCard® or Discover® Operating Regulations and any applicable laws of any regulatory agency who has jurisdiction that directly affects the mobile monē Mobile Banking Platform.

- e. eMONĒco, with its Processor, will submit to all appropriate parties including MasterCard® or Discover® required reporting regarding the activities and services of eMONĒco REFERRED SPONSOR.
- f. eMONĒco shall provide eMONĒco REFERRED SPONSOR with commission reporting data that relates specifically to revenue/commission earned and in accordance with mobile monē standard formats and procedures. eMONĒco, its Processor and its affiliates make no warranties or representations with respect to any information or reports or any additional information or reports that may be provided to eMONĒco REFERRED SPONSOR.
- g. eMONĒco will provide an ongoing marketing and sale support system, including some promotional materials and/or source files, to eMONĒco REFERRED SPONSOR during the life of this Agreement. Marketing and sale support will include source files, when applicable, training, and proper notification of any legal and/or mobile monē requirements. Annual performance benchmarks will be a part of the eMONĒco support system.
- h. eMONĒco agrees to only collect information necessary to process the Accountholder applications and to only use information collected to perform its obligations under this Agreement and to the Accountholders. eMONĒco agrees to implement and abide by an industry standard privacy policy to protect the personal information of its customers, including, without limitation, eMONĒco REFERRED SPONSOR, REP and Accountholder that, at a minimum, properly informs its customers of the collection and use of information collected. eMONĒco agrees to comply with all applicable laws and regulations relating to the privacy of customer data, identifying information of a customer and any processed data incorporating any such information, including, without limitation: (a) the data privacy and security requirements arising from the Gramm-Leach-Bliley Act and Regulation S-P there under and its further obligations to ensure that its Processor and any and all contractors and other third parties it provides information to similarly comply with those requirements; and (b) the restrictions and conditions on providing non-public, personal information to third parties. eMONĒco shall maintain, and shall require that its Processor and all subcontractors that receive customer data, maintain reasonable information security and integrity measures to protect customer data from unauthorized access, disclosure, modification, destruction or use.
- i. All United States Mobile Bank account funds of the individual Accountholders shall be FDIC insured and shall be deposited into a FDIC insured account maintained by the mobile monē issuing bank, with its Processor.

3. eMONĒco REFERRED SPONSOR Responsibilities

- a. Except as otherwise specified, in order for eMONĒco REFERRED SPONSOR to continue to qualify for revenue share after the first year, eMONĒco REFERRED SPONSOR is required to maintain a minimum of 500 cumulative “Active” Accountholders annually, per SPONSORSHIP for the life of this Agreement, including its automatic renewal periods. Failure to meet this minimum shall put the Agreement in default, place eMONĒco REFERRED SPONSOR under 6 month probation to satisfy the required minimum, and the Agreement is subject to Term and Termination set forth in Section 5 of this Agreement.
- b. eMONĒco REFERRED SPONSOR shall at all times during this Agreement, conform to and comply with all applicable laws, rules and regulations, now or hereafter in force, including, without limitation, the regulations of the federal and state banking system and MasterCard® or Discover® Operating Regulations as well as the applicable laws of any regulatory agency who has jurisdiction that have been identified and presented by eMONĒco to eMONĒco REFERRED SPONSOR.

- c. eMONēco REFERRED SPONSOR will accept and adhere to published and reasonable Processor approved product, policy and procedure training, and guidance provided to eMONēco REFERRED SPONSOR and will not distribute any promotional materials in connection with the Program or Platform without prior written approval by eMONēco. Any use by eMONēco REFERRED SPONSOR of marketing material not provided or approved by eMONēco may result in a fine imposed by eMONēco, its Processor and its affiliates of up to \$10,000 or higher, if such fine is imposed on eMONēco, its Processor and its affiliates by any regulatory or governing body of eMONēco, and may be cause for termination as set forth in Section 5 of this Agreement.
- d. In connection with this Agreement, eMONēco REFERRED SPONSOR will not present itself to prospective REP(s), SPONSOR(s) or Accountholders under any other Trade Name except the one registered with eMONēco. eMONēco REFERRED SPONSOR will not present itself as, or appear to be, a member or employee of eMONēco, its Processor or any of its partners or affiliates including MasterCard® and/or Discover®.
- e. eMONēco REFERRED SPONSOR will not use any eMONēco, its Processor or affiliates-owned mark on self-produced marketing materials such as business cards and letterhead on stationary, without prior written approval from eMONēco.
- f. eMONēco REFERRED SPONSOR will not use any MasterCard® or Discover® Owned mark on marketing materials such as business cards and letterhead on stationary, as specified in Section 9, without written approval.
- g. eMONēco its designees or any regulatory agency may request eMONēco REFERRED SPONSOR information; eMONēco REFERRED SPONSOR must provide its information in writing as soon as possible. Requests will (i) be in writing; (ii) specify the reason for the request and how the information will be used; and (iii) will only include requests for information specific to the performance of this Agreement including organizational structure, employee information for those representing the Program, or Program sales related information. All information provided by eMONēco REFERRED SPONSOR will be treated as confidential and subject to the terms in section 13 of this Agreement.
- h. Except as otherwise permitted, eMONēco REFERRED SPONSOR will not assign, engage, or subcontract any Program services with any other persons or sales organizations without the prior written approval of eMONēco.
- i. eMONēco REFERRED SPONSOR will not knowingly enable any multi-level marketing, gambling, adult entertainment, or fraudulent activity to promote or benefit from the Program.
- j. During the term of this Agreement and any extensions hereof, eMONēco REFERRED SPONSOR shall not enter into similar agreements with other providers of such services of *FDIC mobile bank accounts* that incorporates the MasterCard®, Discover® or Visa® Debit Cards (commonly defined as a mobile FDIC insured card based account) without prior written consent of eMONēco.
- k. All expenses and cost that eMONēco REFERRED SPONSOR incurs in connection with eMONēco REFERRED SPONSOR efforts to obtain Accountholders, REPs and/or SPONSORS will be entirely eMONēco REFERRED SPONSOR responsibility. eMONēco, mobile monē, its Processor or its affiliates will not in any way be responsible or liable for such expenses of eMONēco REFERRED SPONSOR agents or other representatives.

4. Payments and Fees

- a. The fees associated to eMONēco REFERRED SPONSOR are outlined in Exhibit B of this Agreement which is hereby incorporated by reference herein.

- b. For the first year, eMONĒco REFERRED SPONSOR will receive revenue share based on all Accountholder's card usage, the associated fees charged. After which eMONĒco REFERRED SPONSOR must maintain a minimum of 500 cumulative Active Accountholders per SPONSORSHIP annually as set forth in Section 5 of this Agreement to continue receiving revenue. eMONĒco REFERRED SPONSOR shall receive revenue sharing payments from eMONĒco through the mobile monē Mobile Banking Platform according to the specific transaction fees scheduled in Exhibit A which is hereby incorporated by reference herein. Based on Accountholder's card usage and the associated fees charged (retail price), eMONĒco REFERRED SPONSOR agrees to the "Revenue Sharing Fee Schedule," set forth in Exhibit A herein. Upon eMONĒco REFERRED SPONSOR written request and direction, eMONĒco may agree, in its sole discretion, to deduct amounts from the commissions otherwise payable to eMONĒco REFERRED SPONSOR and to pay such amounts instead to such agents or other representatives not registered with eMONĒco. These payments by eMONĒco through the mobile monē Mobile Banking Platform are subject to the restrictions and limitations of this Agreement, and eMONĒco, its Processor or its affiliates will have no liability for its failure to pay any sums to any such agents or representative.
- c. During the term of this Agreement, for Active Accountholders, eMONĒco through its Processor will remit payment due to eMONĒco REFERRED SPONSOR, within 30 days after the prior month end from the fees earned during that month from eMONĒco REFERRED SPONSOR' Active Accountholders. eMONĒco through its Processor shall provide eMONĒco REFERRED SPONSOR with commission reporting in accordance with mobile monē standard formats and procedures. Notwithstanding any other provision to the contrary, in the event of termination as set forth in Section 5, eMONĒco through its Processor will pay eMONĒco REFERRED SPONSOR any revenue shares earned prior to the effective date of termination.
- d. Accountholder retail prices are subject to change and eMONĒco will provide a 30 day written and/or electronic notice to eMONĒco REFERRED SPONSOR, REP, and Accountholder of such changes and any new retail fees. In the event of any new retail fees charged that eMONĒco REFERRED SPONSOR may share in, eMONĒco shall amend Exhibit A to include the new retail fees and corresponding revenue share due eMONĒco REFERRED SPONSOR. Should a pricing adjustment notification be made that significantly changes the business model, eMONĒco REFERRED SPONSOR reserves the right to terminate this agreement with a 30 day written notice.
- e. Upon signing of written Agreement, fees associated to become an eMONĒco mobile monē REFERRED SPONSOR are refundable, excluding set up cost as set forth in Exhibit B, if this Agreement is terminated within 90 days.
- f. eMONĒco REFERRED SPONSOR must provide eMONĒco with written notice of dispute regarding the amount of any payments (or lack thereof) made to eMONĒco REFERRED SPONSOR or regarding the manner in which mobile monē provided services for eMONĒco REFERRED SPONSOR'S SPONSOR (as defined in Exhibit A) for calculated commissions under this Agreement.

eMONĒco REFERRED SPONSOR shall have the right, at its own expense and not more than once in any twelve (12) month period, to inspect at reasonable times mobile monē Mobile Banking Platform relevant accounting records to verify the accuracy of commissions paid by eMONĒco, through its Processor, under the terms of this Agreement. eMONĒco REFERRED SPONSOR shall receive any assistance that they may reasonably require. If the audit correctly reveals that eMONĒco, through its Processor, has underpaid eMONĒco REFERRED SPONSOR, then eMONĒco shall reimburse the amount of underpayment.

- g. Commissions paid by eMONĒco, through its Processor to eMONĒco REFERRED SPONSOR are exclusive of federal, state and local taxes, tax like charges, fees and surcharges ("Tax" or "Taxes"), which eMONĒco REFERRED SPONSOR shall pay. eMONĒco REFERRED SPONSOR will be responsible for all Taxes due as a result of receiving payments of commissions by eMONĒco, through its Processor, to eMONĒco REFERRED SPONSOR, including, but not limited to, income taxes and withholding taxes.

5. Term and Termination

- a. Unless this Agreement is terminated earlier pursuant to the provisions of this paragraph, this Agreement shall have a term of two (2) year(s) (the "Initial Term") commencing on the Effective Date. The Initial Term shall commence on the effective date set forth above and end on the first anniversary thereof. Upon the expiration of the Initial Term, the term of this Agreement shall be automatically extended for one (1) year, unless eMONēco REFERRED SPONSOR or eMONēco notifies the other parties of its intention to terminate, in writing not less than 30 days prior to renewal. Should the Initial Term or any such extended one-year term of this Agreement not be extended, then this Agreement shall terminate upon the expiration of the Initial Term or the applicable extended term. eMONēco REFERRED SPONSOR can terminate at anytime with or without cause with at least 30 days written notice. Upon termination of this Agreement, all commission with eMONēco REFERRED SPONSOR, SPONSORSHIP and REP will either:
- i. Cease. In such cases, Accountholders may receive a written notification that their account will be closed and they will be refunded any monies resting on said accounts.
 - ii. Continue. If termination is initiated because of a breach of contract by eMONēco, then payment will continue for all eMONēco REFERRED SPONSOR monthly active accounts and for the full term of use of mobile monē services by the associated Accountholders.
 - iii. Continue. If termination is initiated because of a breach of contract by eMONēco REFERRED SPONSOR, then payment will continue for all up to the point of termination active accounts and for the full term of individual Accountholder's current Agreement (Accountholder Agreements typically carry a three year term).
- b. Notwithstanding any other provision to the contrary, eMONēco may terminate this Agreement effective immediately and eMONēco obligation to pay eMONēco REFERRED SPONSOR any commissions under this Agreement will cease, and in some cases all Accounts will be closed and any monēy resting on said accounts refunded, and eMONēco REFERRED SPONSOR will forfeit any unpaid commissions in the event:
- i. eMONēco REFERRED SPONSOR participates in fraudulent activity or any other willful or intentional misconduct or repeatedly violates the applicable MasterCard® or Discover® Operating Regulations.
 - ii. eMONēco REFERRED SPONSOR files for reorganization, bankruptcy, receivership, insolvency, dissolution, liquidation, conservation or any similar proceedings, or has bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, conservation or similar proceedings instituted against it.
 - iii. Any warranty or representation concerning the mobile monē Mobile Banking Platform that is not made by eMONēco or its Processor but that is made by eMONēco REFERRED SPONSOR, to a third party which shall prove to have been or become false or misleading in any material respect, or any unauthorized representation or use of the SPONSOR Program(s).
 - iv. eMONēco REFERRED SPONSOR failure to obtain prior approval from eMONēco of all Materials to be used as required in Section 3(c) of this Agreement.
 - v. eMONēco REFERRED SPONSOR breach of any provision of this Agreement that eMONēco REFERRED SPONSOR fails to take action to cure, satisfactory to eMONēco listed action items, within fourteen (14) business days after written notice of the breach is given to eMONēco REFERRED SPONSOR by eMONēco.
 - vi. eMONēco REFERRED SPONSOR falls below the minimum 500 cumulative Active Accountholders per SPONSORSHIP on its annual anniversary date(s) and this minimum is not met within the 6 month probationary period. See "Continuation of Service" Section 7.
 - vii. eMONēco REFERRED SPONSOR breach of the Ethics Standards as specified in Attachment A.

- c. Upon any termination of this Agreement eMONēco will prohibit eMONēco REFERRED SPONSOR from representing, marketing, or selling the Program using the mobile monē name or “Authorized Marks”, and cause eMONēco to deny new potential Accountholder applications carrying any eMONēco REFERRED SPONSOR “Authorized Marks”.
- d. In the event of eMONēco REFERRED SPONSOR insolvency, bankruptcy, receivership, dissolution or making any assignment for the benefit of creditors, eMONēco REFERRED SPONSOR Agreement will be terminated, and all commission tied to SPONSORSHIP and/or REP associated to eMONēco REFERRED SPONSOR Program(s) will be terminated and in some cases Accountholders resting on platform will be notified in writing, cancelled and refunded any monies resting on their accounts.
- e. This is a non-exclusive Agreement.

6. eMONēco REFERRED SPONSOR Status as Independent Contractor

eMONēco REFERRED SPONSOR understands that eMONēco REFERRED SPONSOR is an independent contractor and not an employee of eMONēco, its Processor or its affiliates under this Agreement. eMONēco REFERRED SPONSOR will have control of the management of eMONēco REFERRED SPONSOR business, subject to the limitations contained in this Agreement. eMONēco will not require eMONēco REFERRED SPONSOR to do anything that would jeopardize eMONēco REFERRED SPONSOR status as independent contractor under this Agreement. eMONēco REFERRED SPONSOR may not, however, enter into any agreement on behalf of eMONēco, its Processor or its affiliates or otherwise obligate eMONēco, its Processor or its affiliates.

7. Continuation of Services

If eMONēco REFERRED SPONSOR falls below the 500 minimum per SPONSORSHIP on its annual anniversary date(s) - (see “Terms and Termination” Section 5 in this Agreement), then eMONēco REFERRED SPONSOR is in default and this Agreement is placed on a 6 month probationary period for eMONēco REFERRED SPONSOR to reach their minimum 500 Active Accountholders per SPONSORSHIP. During this period, eMONēco REFERRED SPONSOR will continue to generate revenue on all existing and new accounts. Failure to obtain the 500 minimum Active Accountholders in this 6 month period is a material breach and this Agreement is terminated with cause. All revenue for eMONēco REFERRED SPONSOR will cease and in some cases, eMONēco REFERRED SPONSOR Accountholders will receive written notification of a closed account and be refunded all monies that are resting on said account.

8. Ownership

eMONēco, its Processor and affiliates own all Accountholders lists, names and information secured during the application for, and use of any transactions generated from the mobile monē Mobile Banking Accounts. Upon termination or expiration of this Agreement, all such information shall remain in eMONēco, its Processor and affiliates possession.

9. Trade Names and Trademarks: Advertising Review

- a. Each of the Parties agrees, at its own expense, to defend, indemnify and hold one another harmless from and against any and all claims, suits, actions, proceedings, judgments, damages, liabilities, cost and expenses (including attorneys' fees) arising from its unauthorized use of the marks of the other Party or the other Party's affiliates or any third party authorized by the other Party or advertising claims made in

connection therewith, other than a claim based on an assertion by a third party that the other Party or its affiliates does not own the mark, does not have right to grant the authorization provided herein, or that the substance of an advertising claim approved by the other Party is materially false or misleading.

- b. Upon termination of this Agreement any permission or right to use Marks of the other Party granted hereunder will cease to exist for all parties. Each Party will immediately cease any use of such marks and eMONēco REFERRED SPONSOR will immediately cease referring to itself as an authorized SPONSOR.
- c. eMONēco REFERRED SPONSOR agrees to submit via one of the following methods an identical copy of all advertising, claims language and marketing materials (including but not limited to business letterheads, business cards, print, radio or television advertising, press releases, flyers, brochures, electronic media content and posters) for written approval prior to use:

eMONēco Incorporated
4745 W. 136th Street
Leawood, KS 66224
Attn: Nicole Hinken
Fax: 913-738-5549
nhinken@emonēco.com

or

JBD CONSULTING, LLC
4701 W. 78th Street
Prairie Village, KS 66208
Attn: Cheryl Latson
Fax: 913-738-5549
info@jbdconsulting.us
clatson@jbdconsulting.us

10. Indemnification

The relationship of eMONēco, and eMONēco REFERRED SPONSOR created under this Agreement is that of independent contractors and no partnership, joint venture, franchise or similar relationship is intended to be created, nor is created, as a result of the execution, delivery or performance hereof. Without limiting the generality of the foregoing, no revenue sharing or other form of compensation arrangement between the Parties shall alter such relationship. Accordingly, each Party hereby agrees to indemnify the other from and against any and all third party liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature, including, without limitation, reasonable legal fees and expenses incurred by such third party, that are awarded in final judgments or settlements to the extent such third party claims arise out of the indemnifying Party's breach of this Agreement or the indemnifying Party's products, services, materials or deliverables provided pursuant to this Agreement, including, without limitation, Mobile Banking Platform and websites. In no event shall any Party be liable to the others for any indirect, incidental, consequential, punitive, special or exemplary damages, except when such damages are due to the indemnifying Party's fraud, willful or intentional misconduct, breach of its representations and warranties or breach of its privacy or confidentiality obligations. In no event will either Party have an obligation to indemnify the other against any liability; loss or damage the other party might suffer to the extent arising out of the other party's own negligence or breach of any of its obligations called for in this Agreement or its agreement(s) with third parties. As soon as reasonably practicable after the indemnified Party receives any notice or otherwise becomes aware of any such third party claim, proceeding or event, the indemnified Party shall notify the indemnifying Party in writing of such claim. The indemnifying Party shall have the right to defend the action and related claims in any reasonable manner as it may deem appropriate; provided, the indemnified Party may also participate in the defense or settlement with counsel of its own selection at its own expense. However, no settlements may be entered into by the indemnifying Party without the indemnified Party's prior written approval of such settlement. In no event will eMONēco REFERRED SPONSOR liability exceed the amount of compensation received from eMONēco through mobile monē under this Agreement. The provisions of this Article shall survive termination of this Agreement.

11. Limitation of Liability

- a. Except for breaches of the provision of Section 2(h), 9 or Section 13 of this Agreement, in no event will either Party to this Agreement be liable to the other for any direct, special, consequential, incidental, exemplary, or punitive damages arising out of the subject matter of this Agreement unless due to its fraud

or willful or intentional misconduct. Nothing in this Section 11 limits either Party's indemnification obligations with respect to third party claims under Section 10 above.

- b. Except for indemnification liability under Section 10 of this Agreement, eMONĒco, its Processor and its affiliates will have no liability to eMONĒco REFERRED SPONSOR for delay in accepting or processing any order or refusal to accept any order; or eMONĒco, mobile monē, its Processor or its affiliates' inability or failure to provide services to any person or entity, or the discontinuation of, or modification of, the eMONĒco mobile monē services set forth in Exhibit A, unless due to fraud or willful or intentional misconduct.

12. Compliance

In the performance of its obligations hereunder, each party agrees to abide by all applicable federal, state, and local laws, rules, and regulations, now or hereafter in force, including, without limitation, the regulations of the federal and state banking system and MasterCard® or Discover® Operating Regulations as well as the applicable laws of any regulatory agency who has jurisdiction. Each party will be responsible for any acts or omissions of its employees, representatives, agents, subagents and contractors that result in the imposition of liability against the other party or its affiliates.

13. Confidential Information

eMONĒco and eMONĒco REFERRED SPONSOR mutually agree that each shall, both during and after the term of this Agreement:

- a. Keep each other's Confidential Information strictly confidential and, except as required to perform this Agreement or as required by a subpoena or other compulsory judicial or administrative process, will not use or disclose such information to any other person or entity without the express written consent of the disclosing party; *provided that* each party will promptly notify the other party of the receipt of any subpoena or other judicial or administrative process demanding disclosure of the disclosing party's Confidential Information, and will provide reasonable assistance, at the disclosing party's request and expense, to allow the disclosing party to seek a protective order or take such other action it deems necessary to protect its interests.
- b. Limit internal disclosure of the Confidential Information solely to those employees, agents and representatives who must be apprised of the Confidential Information to advance the purposes of this Agreement, and then only to the extent that they must be apprized for those purposes.
- c. Use the Confidential Information solely for the purpose of performing their respective obligations under the Agreement.
- d. Use reasonable care to ensure that none of their respective affiliated companies, subsidiaries, employees, agents or representatives violates the provisions of this paragraph, and require every such affiliated company, subsidiary, employee, agent and representative having access to Confidential Information to execute a general confidentiality and nondisclosure agreement.
- e. Upon demand, immediately destroy or surrender to the disclosing party all Confidential Information except for Confidential Information embedded in routine business records kept by the receiving party.
- f. "Confidential Information" means information which is not generally known to the public, which has been acquired, collected or created by the disclosing party, and which the recipient would have no access to, right to receive, or right to use but for the discussions and transactions between the disclosing party and the recipient. Confidential Information includes, but is not limited to: (i) eMONĒco, eMONĒco REFERRED

SPONSOR, or REP information governed by general bank privacy laws, the Gramm Leach Bliley Act of 1999, or the Health Insurance Portability and Accountability Act of 1996; (ii) discoveries, ideas, trade secrets, designs, drawings, specifications, techniques, models, samples, data, programs, documentation, processes, know-how, patterns, compilations, devices, methods, eMONēco REFERRED SPONSOR lists, employee lists, vendor lists, licensee lists, marketing plans, and financial and technical information; and (iii) the provisions of this Agreement, the fees and costs set forth in Exhibits A and B, card transaction reports, and financial information relating to any of the Parties.

- g.** Although a disclosing party may mark certain of its materials as confidential, the parties acknowledge that Confidential Information is not limited to the items so marked, and that items not bearing a confidential designation may also constitute Confidential Information. In the event the receiving party is given reasonable cause to believe that certain information is Confidential Information, it shall treat the information as Confidential Information until the disclosing party advises it that such information is not Confidential Information.
- h.** Confidential Information shall not include: (i) information that is in, or enters into, the public domain without breach of this Agreement through no fault of the receiving party; (ii) information the receiving party was demonstrably in possession of prior to receiving it from the disclosing party; (iii) information the receiving party can demonstrate was developed by the receiving party independently and with neither use of nor reference to the disclosing party's Confidential Information; and (iv) information the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

14. Notices

- a.** Any notice or other communication required to be given to the other under this Agreement will be given in writing and either (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by United States Postal Services certified or registered mail, return receipt requested, properly addressed and with the correct postage, or (iv) sent by e-mail with confirmation receipt.
- b.** Notices to eMONēco REFERRED SPONSOR are to be sent as follows:

Company Name: _____
Address: _____
City, State, Zip: _____
Attention: _____
E-Mail: _____
Fax: _____

- c.** Notices to eMONēco are to be sent as follows:

eMONēco Incorporated
4745 W. 136th Street
Leawood, KS 66224
Attn: Nicole Hinken
Fax: 913-738-5549
nhinken@emoneco.com

or

JBD CONSULTING, LLC
4701 W. 78th Street
Prairie Village, KS 66208
Attn: Cheryl Latson
Fax: 913-738-5549
info@jbdconsulting.us
clatson@jbdconsulting.us

15. Miscellaneous

1. Governing Law

a. If eMONĒco REFERRED SPONSOR initiates an action or proceeding arising out of this agreement, it will be governed by the State of eMONĒco REFERRED SPONSOR legal business registration, without giving effect to any conflict-of-law principle that would result in the laws of any of jurisdiction governing this agreement.

b. If SPONSOR initiates an action or proceeding arising out of this agreement, it will be governed by the State of Kansas, without giving effect to any conflict-of-law principle that would result in the laws of any of jurisdiction governing this agreement.

2. Venue

a. If eMONĒco REFERRED SPONSOR initiates an action or proceeding arising out of this agreement, it will be litigated in eMONĒco REFERRED SPONSOR' registered County and State. Each party consents and submits to the jurisdiction of any local state, or federal court located in eMONĒco REFERRED SPONSOR registered County and State.

b. If JBD CONSULTING initiates an action or proceeding arising out of this agreement, it will be litigated located in Johnson County, Kansas. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Johnson County, Kansas.

3. Attorney Fees

If any arbitration or litigation is instituted to interpret, enforce or rescind this agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover reasonable attorney fees with respect to the claim.

4. Assignment

No parties can assign this Agreement without prior written approval from other parties.

5. Force Majeure

Except for eMONĒco obligation to pay, no Party will be liable hereunder for delays or failure of the other Parties to perform any obligation hereunder to the extent such delay or failure is beyond the reasonable control of that Party, such as, but not limited to, power outages, system failures, strikes, labor unrest, fires, floods, war, sabotage, terrorism and civil unrest, provided that such Party provides prompt written notice in the event of any such occurrence. Should such event occur and continue for more than thirty (30) calendar days and then the non-breaching/delayed Party may terminate this Agreement upon written notice to the others.

6. Severability

If any of the provisions of this Agreement are determined to be unenforceable or invalid, the remaining provisions will still be valid and will be construed in a manner so as to carry out the full intentions of the parties.

7. Headings

Headings are used in this Agreement for convenience only and are not to be used to interpret this Agreement or any of its provisions.

8. Modifications Due to Changes in Law

This Agreement is subject to and may be modified by all applicable existing and future laws, rules and regulations or any governmental authority.

9. No Third Party Beneficiaries

This Agreement is not intended to and does not create any third party beneficiaries to the rights and obligations set forth herein, nor will any third party beneficiaries.

10. Binding on Successors and Assigns

Unless otherwise provided in this Agreement, each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding on, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators, and assigns of the parties hereto.

11. Amendment and Changes

No amendment, modification, or other purported alteration of this Agreement shall be binding on the parties unless it is in writing and is signed on behalf of the parties by their own authorized representatives.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

13. No Waiver

The failure or delay of any Party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that Party's right to enforce, or pursue remedies for the breach of, any such provision or condition. Any waiver by any Party of any particular condition or provision of this Agreement, including this non-waiver provision, shall not constitute a waiver or limitation on that Party's right to enforce performance of, or pursue remedies for the breach of, any other condition or provision of this Agreement.

14. Further Assurances

Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents, and agreements, and to give such further written assurances as may be reasonably requested by the other parties, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

15. Jury Waiver

THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

16. Survival

Sections 2(h), 4, 10, 11, 13, 15(15) and this Section 15(16) of this Agreement regarding privacy, payment and fees, indemnification, limitation of liability, confidential information, jury waiver, and survival will survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this SPONSOR Agreement.

eMONēco REFERRED SPONSOR

SPONSOR

By: _____

By: _____

Print: _____

Print: Donald E. Latson

Title: _____

Title: CEO and President

Date: _____

Date: _____

EXHIBIT A

eMONēco REFERRED SPONSOR (eMONE II) Revenue Share Fee Schedule Effective Date: November 11, 2014

Fees Due eMONēco REFERRED SPONSOR

eMONēco REFERRED SPONSOR shall receive the amount set forth below from the fees mobile monē collects from Accountholders who purchased mobile monē, the mobile monē MasterCard® or Discover® Debit Card Account or other non-branded accounts using its eMONēco REFERRED SPONSOR registered "tracking or monē code number."

Revenue listed is based on each Accountholder transaction.

Retail Price: Reflected on mobile monē approved marketing materials.

mobile monē Product and Services		
Product/Service	List Price	Referral Agent Revenue Share
mobile monē Personal Financial Firewall	\$ -	\$ -
Master Card Debit Card Package	\$ 9.95	\$ 0.17
Master Card Debit Card Only	\$ 9.95	\$ 0.17
Virtual Master Card	\$ 2.95	\$ 0.03
ACH Direct Deposit	\$ -	\$ -
Load Account Deposit/Retail (COG to Merchant)	\$ 1.00	\$ 0.01
Monthly Maintenance Fee	\$ 3.95	\$ 0.03
Monthly Maintenance Fee w/ Direct Deposit	\$ 0.99	\$ 0.01
Bill Payment	\$ 1.10	\$ 0.01
Account to Account Transfer (External)	\$ 1.00	\$ 0.01
Account to Account Transfer (Internal)	\$ -	\$ -
Account To Bank Transfer	\$ 1.00	\$ 0.01
POS Purchase - Domestic & International	\$ -	\$ -
POS Balance Inquiry – PIN	\$ 0.25	\$ -
ATM Withdrawal	\$ 1.50	\$ 0.02
ATM Inquiry	\$ 1.00	\$ 0.01
International ATM Withdrawal	\$ 2.50	\$ 0.01
International ATM Inquiry	\$ 1.50	\$ 0.01
Secondary Card Purchase	\$ 6.95	\$ 0.07
Card Replacement Purchase	\$ 6.95	\$ 0.07
Inactivity Fee (no activity after 12 months)	\$ 1.00	\$ -

mobile monē Gift Cards

Product/Service	List Price	Share of Revenue
Gift Card Fee (Value of Card Load Not Included)	\$ 5.95	\$ 0.02

mobile monē Program Admin Setup Service

Product/Service	List Price	Share of Revenue
Standard Sponsorship	\$ -	\$ -
Custom Sponsorship	\$ 2,650.00	\$ 24.25
Custom Sponsorship Annual Risk Mitigation Program (due annually)	\$ 500.00	\$ -

mobile monē Custom Site & Custom Card Services

(Plastics Not Included)

Product/Service	List Price	Share of Revenue
Website Brand Logo Placement - NO CUSTOM CARD	\$ 2,650.00	\$ 21.59
Website Brand Logo Placement - CUSTOM CARD	\$ 4,500.00	\$ 37.73
Website Full Custom Design - NO CUSTOM CARD	\$ 12,500.00	\$ 103.36
Website Full Custom Design - CUSTOM CARD	\$ 14,350.00	\$ 119.50
Marketing Automation System Service – Initial Signup	\$ 995.00	\$ 5.12
Marketing Automation System Service – Monthly Subscription (25k emails)	\$ 200.00	\$ 1.12

The Marketing Automation Service entitles the reseller to 25,000 emails per month. Once exceeded, the reseller will be billed at a rate of \$0.75 per 1,000 additional email blocks.

mobile monē Custom Site API Development

Product/Service	List Price	Share of Revenue
Website API Development Work by Engineering (plus \$250/hour)	\$ 1,500.00	\$ -

This service supports any need of a custom mobile monē site to link data or SSO into another non-program standard site.

mobile monē Single Order Card Purchase		
Product/Service	List Price	Share of Revenue
0 to 50 Cards	\$ 9.95	\$ 0.19
51 to 200 Cards	\$ 9.50	\$ 0.18
201 to 400 Cards	\$ 9.03	\$ 0.17
401 to 600 Cards	\$ 8.57	\$ 0.16
601 to 800 Cards	\$ 8.15	\$ 0.15
801 to 1,999 Cards	\$ 7.74	\$ 0.15

This single purchase discount program is ideally designed for corporate or group single order purchases.
Minimal card levels for Financial Institutions or any business receiving high volume category earnings must commit to Tier Two pricing and upfront bulk ordering.

mobile monē Bulk Order Card Purchase		
Product/Service	List Price	Share of Revenue
2,000 to 4,000	\$ 7.35	\$ 0.15
4,001 to 6,000	\$ 6.98	\$ 0.13
6,001 to 8,000	\$ 6.65	\$ 0.12
8,001 to 10,000	\$ 6.30	\$ 0.11
10,001 to 15,000	\$ 5.99	\$ 0.10
15,001 to 20,000	\$ 5.69	\$ 0.10
20,001 to 25,000	\$ 5.40	\$ 0.09
25,001 to 30,000	\$ 5.13	\$ 0.08
30,001 to 35,000	\$ 4.88	\$ 0.07
35,001 to 40,000	\$ 4.63	\$ 0.06
40,000 Plus Cards	\$ 4.40	\$ 0.06

This single purchase discount program is ideally designed for high volume resellers.
All eMONēco REFERRED SPONSOR revenue is based on the Accountholder retail prices. eMONēco has the right to change these retail prices at any time, given at least a 30 days written notice to eMONēco REFERRED SPONSOR. Any price changes affecting Accountholder will be the sole responsibility of eMONēco to notify said Accountholder of any such changes.

mobile monē Rewards Program		
Product/Service	List Price	Share of Revenue
Annual Upgrade to Gold Membership	\$ 30.00	\$ 0.07

mobile monē Benefits Program

Product/Service	List Price	Share of Revenue
Monthly Dental, Vision, and Pharmacy	\$ 3.95	\$ 0.25
Monthly Dental, Vision, Pharmacy, Road Assist, and Savers Guide	\$ 7.95	\$ 0.35
Monthly Dental, Vision, Pharmacy, Teledoc, Work Life, Hearing, Elder Care	\$ 9.95	\$ 0.44
Initial Setup	\$ 4.95	

EXHIBIT B

eMONĒ II Referral Agent **Standard Program**

SPONSORSHIP Cost: \$0.00

Minimum Annual Active Accountholders: 500

eMONĒ II Referral Agent **Custom Program – N/A**

Attachment A Ethics Standards

eMONĒco is a pre-eminent global mobile monē Debit Card provider. The integrity of our marketing, sales and other customer service functions is central to eMONĒco's reputation for service quality and value. In order to ensure that our customers are treated with a high level of integrity from all links in the sales chain, any party participating in the eMONĒco SPONSOR Program must agree to comply with the ethical rules set forth below. By signing this document, eMONĒco REFERRED SPONSOR acknowledges its understanding of these rules, its agreement to abide by them, and its responsibility to ensure that each of its employees, agents, independent contractors and other representatives abide by them. In addition, by signing this document eMONĒco REFERRED SPONSOR acknowledges that any violation of these rules by eMONĒco REFERRED SPONSOR, its employees, agents, independent contractors or other representatives will constitute sufficient cause for termination of this Agreement.

1. All dealings with customers and potential customers must be fair and honest. eMONĒco REFERRED SPONSOR must acquire and retain business based on the mobile monē Mobile Banking Platform services and competitive prices.
2. False or misleading statements will not be used to sell or market mobile monē services. Customers and potential customers are entitled to receive accurate information regarding prices, capabilities and scheduling. Any misunderstanding that may exist with a customer or potential customer must be immediately corrected.
3. All conflicts of interest must be avoided. For example, eMONĒco REFERRED SPONSOR will not disparage eMONĒco, its mobile monē Mobile Banking Platform or its affiliates products or services in order to improve sales of a competitor's products or services. By further example, eMONĒco REFERRED SPONSOR may not employ an eMONĒco employee.
4. No unauthorized payments from a customer or other marketing partner may be accepted.
5. All forms, reports and other submissions (whether written, electronic or oral) provided by eMONĒco REFERRED SPONSOR must be truthful and accurate.
6. eMONĒco REFERRED SPONSOR must comply with all applicable laws and regulations.

eMONĒco REFERRED SPONSOR: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____