

Services Agreement

Between

Alex Parker

and

High Tech Co

Agreement Between Alex Parker and High Tech Co

Agreement is entered into by and among High Tech Co (hereinafter called "SPP"), a Delaware limited liability company with its principal office located at 900 Chesterfield Lane, Lowell, Massachusetts 01851 and Alex Parker, with its principal office located at Zielona 8, Szczecin, Nevada, 71-456 and includes its Operating Entities (hereinafter collectively called, Alex Parker. This Agreement is dated as of the date it is signed by High Tech Executive Signature (1).

Acquirer is a bank that sponsors High Tech in the MasterCard and Visa networks and is further defined in Schedule A. Acquirer, which is named in Schedule C, is a beneficiary of this Agreement and may enforce this Agreement directly.

All capitalized terms not defined herein shall have the meaning set forth in Schedule A.

1. Processing, Payment and Accounting.

Alex Parker shall Submit all its Transactions relating to Payment Types as described in Section 9 to High Tech for processing during the Term of this Agreement and pay High Tech the Fees set forth herein. Any Purchased Sale that Alex Parker Submits is assigned to High Tech and the Acquirer and both High Tech and the Acquirer shall have the sole right to any payment with respect to such Transaction.

High Tech will initiate the transfer of the Daily Proceeds from Purchased and Represented Settlement Transactions to Legal Test designated Depository Accounts by 2:00 PM ET three (3) Bank Days after the Fiscal Day in which such Daily Proceeds were received by High Tech.

High Tech will provide Chargeback adjudication services for Purchased and Represented Transactions according to the applicable Regulations and this Agreement. High Tech will not adjudicate Chargebacks for Conveyed Transactions.

High Tech will provide online Reports during the Online Reporting Period with respect to Transactions for each Fiscal Day by 10:00 AM ET on the next Fiscal Day. Neither High Tech nor Acquirer shall be responsible for any error which Alex Parker does not bring to High Tech's attention within thirty (30) days from the date such error was made.

2. Activation Date, Term Start Date and Term.

The acceptance of this Agreement shall be evidenced by the signature of a Alex Parker officer authorized by the Resolution. To provide for the N/A, the anticipated Activation Date is August 19, 2023 and the anticipated Term Start Date is May 8, 2008. High Tech shall set forth the actual Activation and Term Start Dates on the Confirmation Copy of this Agreement with the High Tech Executive Signature (2) affixed thereto. If the actual Term Start Date does not occur within thirty (30) days after the anticipated Term Start Date due to Alex Parker delays which High Tech has not approved pursuant to a signed agreement of an extension, High Tech may terminate this Agreement without liability to Alex Parker.

The Term of this Agreement shall be three (3) years starting on the Term Start Date. The Agreement shall renew for subsequent three (3) year Terms unless either party gives written notice of non-renewal no less than ninety (90) days prior to the end of any Term.

3. Termination.

This contract may be terminated without cause by either party upon ninety (90) calendar days prior written notice to the other party

A party may terminate this Agreement upon written notice if the other party i) has made any untrue representations herein or in documents provided under this Agreement; or ii) becomes insolvent, is placed in receivership, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts or seeks relief or has a petition filed against it under any provision of the federal Bankruptcy Code.

Upon termination by either party, Alex Parker shall i) fund a Termination Reserve; and ii) return all materials, equipment and supplies provided by High Tech. In the event of an Unauthorized Termination by Alex Parker prior to the expiration of the Term, Alex Parker shall pay High Tech seventy five

(75) percent of the Fees High Tech would have earned for the balance of the Term estimated as equal to the average Fees earned by High Tech during the six (6) months prior to termination and, if Alex Parker has not processed for each of the previous six (6) months, based upon the anticipated volume on Schedule D.

No termination shall affect the rights or obligations of either party which have accrued from events that occurred prior to or at such termination including, but not limited to i) Section 7 and Section 15 of this Agreement; ii) Acquirer's ownership of Liability Accounts and High Tech's control thereof; and iii) Alex Parker's obligation to pay for all Fees and Chargebacks.

4. Revisions and Amendments.

Amendments, modifications, or changes in i) PTO Regulations; ii) FTC Regulations; iii) Pass-Through Fees; iv) Downgrade Fees; v) Reserves; and vi) Acquirer Regulations shall take effect when imposed without notice to Alex Parker. High Tech may make revisions to other provisions of this Agreement and its schedules and attachments according to the Revision Procedure set forth in Schedule A.

5. Security and Reserves.

In conformance with PTO Regulations, High Tech and Acquirer shall have the right to verify all Transactions and to examine Alex Parker's books, records, and other papers and to contact any of Alex Parker's creditors, business partners, suppliers or trading partners to the extent necessary to enable High Tech and Acquirer to perform their obligations and exercise their rights under this Agreement. Alex Parker shall furnish to High Tech and Acquirer such financial and other information as may be requested from time to time.

Alex Parker hereby authorizes High Tech and/or Acquirer to fund one or more Reserves, without prior notice to Alex Parker, at any time during this Agreement or after termination. Such Reserves may be funded from Alex Parker's Daily Proceeds and shall be held in Liability Accounts at Settlement Bank. The Liability Accounts shall be in Acquirer's name and the funds therein shall be the property of Acquirer. At such time that High Tech believes that the Liabilities attributable to Alex Parker have been accounted for and satisfied, High Tech shall direct Settlement Bank to pay to Alex Parker any Reserve Surplus. Alex Parker's interest in the Reserves is limited to the surplus after satisfaction of Liabilities. High Tech's and Acquirer's right to sums owed to either of them by Alex Parker pursuant to this Agreement or applicable law shall not be limited by the amount of Reserves.

Either Acquirer or High Tech may, at any time during the Term of this Agreement, determine in its reasonable discretion that it is necessary to create or adjust the Reserves from those initially specified in Schedule C. If for this or any other reason a Reserve Deficit exists, High Tech will fund such deficit according to the process set forth in Section 6.

By Alex Parker :
Executive Signature:
Name:
Title:
Signature Date:

By High Tech Co
Executive Signature (1):
Name:
Title:
Agreement Date: _____