UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 9, 2015 (March 31, 2015)

CLEARTRONIC, INC.
(Exact name of registrant as specified in its charter)

Florida	**000-55329**	**65-0958798**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8000 North Federal Highway
Boca Raton, FL 33487
(Address of principal executive offices)

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Agreement.

On March 31, 2015, the Registrant entered into three (3) Subscription Agreements with a private accredited investor (the "Investor").

Under the terms of the first Subscription Agreement, the Investor purchased 278,743 shares of Series D Convertible Preferred stock for a price of $0.50 per Series D Preferred share in lieu of accrued dividends due and owing to the Investor in the amount of $139,371.56.

Under the terms of the second Subscription Agreement, the Investor purchased 270,024 shares of Series D Convertible Preferred stock for a price of $0.50 per Series D Preferred share as payment in full for Notes payable due and owing to the Investor in the amount of $135,012.41.

Under the terms of the third Subscription Agreement, the Investor purchased 278,743 shares of Series D Convertible Preferred stock for a price of $0.50 per Series D Preferred share in lieu of accrued interest due and owing to the Investor in the amount of $58,942.50.

Shares of the Series D Convertible Preferred have the following conversion rights and provisions: After a period of two (2) years following the date of issuance, each one (1) share of Series A Preferred shall be convertible into five (5) shares of fully paid and non-assessable shares of Common Stock at the sole option of the holder of Series D Preferred.

On March 31, 2015, the Registrant also entered into an Amended License Agreement with Collabria, LLC. The Agreement granted to the Registrant Master Distribution Rights to distribute ReadyOp software owned by Collabria, LLC of Tampa, Florida. The terms of the Agreement called for the registrant to issue 25,000,000 (Twenty five million) shares of the registrant's restricted common stock to Collabria, LLC.

Item 3.02 Unregistered Sales of Equity Securities.

On March 31, 2015, the Registrant issued 667,984 shares of its Series D Convertible Preferred stock, $.00001 par value. As more fully described in Item 1.01 above, 667,984 shares were issued to one private investor for the cancellation of notes payable owed to the Investor by the Registrant in addition to accrued dividends and accrued interest in the amount of $333,993.59. Reference is made to the disclosures set forth in Item 1.01 of this report, which disclosures are incorporated herein by reference. There were no underwriting discounts or commissions granted in connection with these issuances.

On March 31, 2015, the Registrant issued 25,000,000 shares of its common stock to Collabria, LLC in exchange for Master Distribution rights to Collabria, LLC's ReadyOp software. Reference is made to the disclosures set forth in Item 10.4 of this report, which disclosures are incorporated herein by reference. There were no underwriting discounts or commissions granted in connection with this issuance

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The Registrant claimed exemption from the registration provisions of the Securities Act of 1933 (the "Securities Act") pursuant to Section 4(2) thereof inasmuch as no public offering was involved. The shares were not offered or sold by means of: (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium, or broadcast over television or radio, (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising, or (iii) any other form of general solicitation or advertising and the purchases were made for investment and not with a view to distribution. Each of the purchasers were, at the time of the purchaser's respective purchase, an accredited investor, as that term is defined in Regulation D under the Securities Act, and had access to sufficient information concerning the registrant and the offering.

Item 9.01 Financial Statements and Exhibits.
(d) Exhibits

No.	Description
10.1	Subscription Agreement for Series D Convertible Preferred stock in exchange for cancellation of accrued dividends.
10.2	Subscription Agreement for Series D Convertible Preferred stock in exchange for cancellation of notes payable**.**
10.3	Subscription Agreement for Series D Convertible Preferred stock in exchange for cancellation of interest payable.
10.4	Amended License Agreement between the Registrant and Collabria, LLC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CLEARTRONIC, INC.

Date: April 9, 2015

By: /s/ Larry Reid

Larry Reid
Chief Executive Officer

Exhibit: 10.1

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Agreement**") is dated as of March 31, 2015 by and between Cleartronic, Inc., a Florida corporation (the "**Company**"), and the undersigned subscribers hereto (the "**Investors**").

ARTICLE I

AUTHORIZATION AND SALE OF THE PURCHASED SHARES

1.1 Authorization of Shares.

The Company has duly authorized the sale and issuance, pursuant to the terms of this Agreement, of up to 10,000,000 shares of its Series D Convertible Preferred Stock, par value $.00001 per share (the "**Series D Preferred Stock**"), having the rights, restrictions, privileges, and preferences set forth in the Articles of Amendment to the Articles of Incorporation in the form attached hereto as Exhibit A (the "**Articles of Amendment**").

1.2 Sale of Shares

Subject to all of the terms and conditions of this Agreement, at the Closings (as such term is defined below), the Company agrees to issue and sell to the Investors an aggregate of up to 10,000,000 shares of Series D Preferred Stock, and the Investors agree to purchase from the Company an aggregate of up to 10,000,000 shares of Series D Preferred Stock (the "**Purchased Shares**"), at a per share purchase price equal to $0.50 (the "**Purchase Price**").

1.3 Closings

Each closing of the sale and purchase of the Purchased Shares (the "**Closing**" and collectively, "**Closings**") shall take place on the date (the "**Closing Date**" and collectively, the "**Closing Dates**") as the Purchase Price is received by the Company from each Investor, and shall take place in a separate closing for each Investor. At the Closings, the Company will deliver to each Investor one or more certificates representing the Purchased Shares against payment of the Purchase Price therefore. The aggregate Purchase Price for the Purchased Shares shall be up to $5,000,000 payable by certified check or wire transfer to an account specified by the Company.

1.4 Use of Proceeds

The Company will use the net proceeds of the Purchased Shares for working capital.

1.5 Limitation on Conversion.

Notwithstanding anything to the contrary contained herein, the number of shares of Common Stock that may be acquired by the Investor upon any conversion of the Purchased Shares (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such conversion (or other issuance), the total number of shares of Common Stock then beneficially owned by the Investor and his affiliates and any other persons whose beneficial ownership of Common Stock would be aggregated with the Investor's for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), does not exceed 9.999% (the "Maximum Percentage") of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock

issuable upon such conversion). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Each surrender of the certificate(s) representing any portion of the Purchased Shares for purposes of conversion pursuant to Section 2(b) of the Articles of Amendment (a "Conversion") will constitute a representation by the Investor that it has evaluated the limitations set forth in this paragraph and determined that issuance of the full number of shares of Common Stock to be issued as a result of such Conversion is permitted under this paragraph. The Company's obligation to issue shares of Common Stock in excess of the limitation referred to in this Section 1.5 shall be suspended (and shall not terminate or expire notwithstanding any contrary provisions hereof) until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. By written notice to the Company, the Investor shall have the right at any time and from time to time to reduce its Maximum Percentage immediately upon notice to the Company in the event and only to the extent that Section 16 of the Exchange Act or the rules promulgated thereunder (or any successor statute or rules) is changed to reduce the beneficial ownership percentage threshold thereunder to a percentage less than 9.999%, but (i) any such waiver or decrease will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or decrease will apply only to the Investor and not to any other holder of Series A Preferred Stock.

ARTICLE II

THE CLOSINGS

2.1 **Deliveries by the Company at each Closing** At each Closing, the Company shall deliver to the Investor:

2.1.1 a counterpart of this Agreement;

2.1.2 a stock certificate registered in such Investor's name, representing the Purchased Shares purchased by such Investor; and

2.1.3 evidence of the filing of the Articles of Amendment with the Florida Department of State.

2.2 **Deliveries by the Investor at a Closing**. At the Closing, the Investor shall deliver to the Company:

2.2.1 a counterpart of this Agreement; and

2.2.2 his Purchase Price.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As a material inducement to the Investors to enter into and perform their obligations under this Agreement, except as expressly set forth on the Disclosure Schedules attached hereto as Exhibit B (which disclosure adequately describes the exception and specifically references a Section to which it applies), the Company makes the following representations and warranties to the Investors, which representations and warranties shall be true, correct, and complete in all respects on the date hereof and on each of the Closing Dates:

3.1 Organization; Good Standing; Qualification; and Power

The Company is duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power to own, lease, and operate its assets and to carry on its business as presently being conducted. The Company is not required to qualify to do business in any other jurisdiction.

3.2 Authorization

3.2.1 The Company has all requisite power and authority to execute and deliver all deliverables and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions thereunder and all related transactions and to perform its obligations thereunder. Each deliverable has been duly authorized by all necessary action (corporate or otherwise) on the part of the Company and its shareholders, and each deliverable has been duly executed and delivered by the Company, and constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms and conditions, except as enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

3.2.2 The authorization, issuance (or reservation for issuance), sale and delivery of the Purchased Shares and the shares of the Company's common stock, par value $.00001 per share ("Common Stock"), issuable upon conversion thereof (the "**Conversion Shares**"), has been authorized by all requisite action of both the Board and its shareholders. The Purchased Shares and the Conversion Shares, when issued in accordance with the Articles of Amendment, will be validly issued and outstanding, fully paid, and non-assessable, with no personal liability attaching to the ownership thereof, free, and clear of any Liens whatsoever and with no restrictions on the voting rights thereof and other incidents of record and beneficial ownership pertaining thereto, in each case other than pursuant to this Agreement. "**Lien**" means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sale or title retention agreement (including any lease in the nature thereof), charge, encumbrance, easement, reservation, restriction, cloud, right of first refusal or first offer, option, or other similar arrangement or interest in real or personal property.

3.3 Non-contravention

The execution, delivery, and performance by the Company of the deliverables, the consummation of the transactions contemplated hereby and thereby and compliance with the provisions hereof and thereof, including the issuance, sale, and delivery of the Purchased Shares, have not and shall not, (a) violate any law to which the Company or any of its assets is subject, (b) violate any provision of the Articles of Amendment and/or the Company's bylaws, (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Material contract to which the Company is a party or by which any of the assets of the Company are bound, or (d) result in the imposition of any Lien upon any of the assets of the Company. Except as have been made or obtained prior to the Closing, and other than state blue sky securities filings, the Company has not been nor is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental entity or any other person for the valid authorization, issuance, and delivery of this Agreement or any of the Purchased Shares. "**Material**", "**Material Adverse Change**" and "**Material Adverse Effect**" shall mean the occurrence of any single event, or any series of related events, or set of related circumstances, which would have a material adverse effect on the condition (financial or other), business, results of operations, ability to conduct business, properties or prospects of the Company.

3.4 Equity Investments

The Company does not own, directly or indirectly, any capital stock, partnership interest, or joint venture interest in, or any security issued by, any other person.

3.5 Bankruptcy, Etc.

The Company is not involved in any proceeding by or against the Company as a debtor before any governmental entity under Title 11 of the United States Code or any other insolvency or debtors' relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator, or other similar official for any part of the property of the Company.

3.6 SEC Filings; Financial Statements

The Company has filed all reports, schedules, forms, statements, and other documents required to be filed by the Company under the Securities Act of 1933, as amended ("Securities Act"), and the Securities Exchange Act of 1934, as amended ("Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports ("Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. The Financial Statements have been prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP"), except as may be otherwise specified in the Financial Statements or the notes thereto and except that unaudited Financial Statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

3.7 Patents and Trademarks.

The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses, and other intellectual property rights and similar rights as described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). The Company has not received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company violates or infringes upon the rights of any person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another person of any of the Intellectual Property Rights. The Company has taken reasonable security measures to protect the secrecy, confidentiality, and value of all of its intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.8 Compliance.

The Company: (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan, or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not in violation of any order of any court, arbitrator, or governmental body, and (iii) is, and has not been, n violation of any statute, rule, r regulation of any governmental authority, including without limitation all foreign, federal, state, and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

3.9 Title to Properties.

The Company owns good and marketable title, free and clear of all Liens (other than Permitted Liens), to all of the assets owned by it that are Material to the Company's business. The Company owns or leases under valid leases all facilities, machinery, equipment, and other assets, if and as applicable, that are necessary for the conduct of its business as conducted as of the date hereof. "**Permitted Liens**" means (i) Liens for taxes, fees, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which there are adequate reserves on the books of such Person, (ii) workers or unemployment compensation Liens arising in the ordinary course of business; (iii) mechanic's, materialman's, supplier's, vendor's, landlord's, carrier's, warehousemen or similar Liens arising in the ordinary course of business securing amounts that are not delinquent or past due; (iv) zoning ordinances, easements and other restrictions of legal record affecting real property which would not, individually or in the aggregate, Materially interfere with the value or usefulness of such real property to the business; and (v) Liens arising from judgments, decrees or attachments.

3.10 Litigation.

There is no proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors), and the Company is not bound by any order. No proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors) will or could reasonably be expected to result in a Material Adverse Change.

3.11 Employees.

3.11.1 The Company has complied in all Material respects with all laws relating to the hiring of employees and the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, verification of employment authorization, collective bargaining, and the payment of social security and other taxes. The Company does not have knowledge of any labor relations problems being experienced by it (including, without limitation, any union organization activities, threatened or actual strikes or work stoppages or grievances).

3.11.2 The Company represents and warrants that: (i) there are no limitations on the authority of any key employee to remain and be employed in the United States; (ii) the Company is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to date or amounts required to be reimbursed to such employees and upon any termination of the employment of any such employees, (iii) there is no unfair labor practice complaint against the Company pending before the National Labor Relations Board or any other governmental entity, (iv) there is no labor strike, dispute, slowdown, or stoppage

actually pending or, to the Company's knowledge, threatened against or involving the Company, (v) no labor union currently represents the employees of the Company, and (vi) to the Company's knowledge, no labor union has taken any action with respect to organizing the employees of the Company. The Company is not a party to or bound by any collective bargaining agreement or union contract.

3.12 Related Party Transactions.

Except for stock option agreements, employment agreements, and proprietary information agreements executed by officers, directors, and employees of the Company, no current or former Affiliate of the Company is now, or has been during its existence (i) a party to any contract with the Company, (ii) indebted to the Company, or (iii) the direct or indirect owner of an interest in any person that is a present competitor, supplier, or customer of the Company (other than non-affiliated holdings in publicly held companies), nor does any such person receive income from any source other than the Company which should properly accrue to the Company. "**Affiliate**" means, with respect to any Person, any of (a) a director, officer or shareholder holding ten percent (10%) or more of the capital stock (on a fully diluted basis) of such Person, (b) a spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of any director or officer of such Person) and (c) any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

3.13 Offering Exemption.

Based in part upon and assuming the accuracy of the representations of the Investors in this Agreement, the offering, sale, and issuance of the Purchased Shares has been, is, and will be, exempt from registration under the Securities Act, and such offering, sale, and issuance is also exempt from registration under applicable state securities and "blue sky" laws. The Company has made all requisite filings and has taken or will take all action necessary to be taken to comply with such state securities or "blue sky" laws.

3.14 Capitalization of the Company.

All shares of the capital stock and other securities issued by the Company have been issued in transactions in accordance with applicable laws governing the sale and purchase of securities.

3.15 Liabilities.

The Company has no liability or obligation, absolute or contingent (individually or in the aggregate), including, without limitation, any tax liability due and payable, which is not reflected on the Financial Statements, other than (i) liabilities and obligations that would not be required to be since the date of the most recent interim balance sheet reflected in the Financial Statements prepared in accordance with GAAP and (ii) liabilities that may have arisen in the ordinary course of the Company's business consistent with past practice. There were no "loss contingencies" (as such term is used in Statement of Financial Accounting Standards No. 5 issued by the Financial Accounting Standards Board in March 1975) that were not adequately provided for on the most recent interim balance sheet reflected in the Financial Statements.

3.16 Tax Matters.

Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company has filed all necessary federal, state, and foreign income and franchise tax returns and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency that has been asserted or threatened against the Company.

3.17 Disclosure.

None of this Agreements, any of the exhibits or schedules attached hereto, or any other written materials, statements, or certificates made or delivered in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

As a material inducement to the Company to enter into and perform its obligations under this Agreement, each of the Investors makes the following representations and warranties to the Company, which representations and warranties shall be true, correct and complete in all respects on the date hereof and on the Closing Dates.

4.1 Authority

The Investor has full power and authority to enter into and to perform this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor enforceable in accordance with its terms. To the Investor's knowledge, the execution and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Investor: (i) will not violate any provision of law applicable to the transactions; and (ii) will not conflict with or result in any breach of any of the material terms, conditions, or provisions of, or constitute a default under any agreement or other instrument to which the Investor is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule, or regulation applicable to the Investor.

4.2 Experience

The Investor is an "accredited investor" within the meaning of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act and, by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, the Investor is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests.

4.3 Information

The Investor has had access to the SEC Reports and has had the opportunity to review such reports as each has deemed appropriate. The Investor has also had access to the Company's senior management and has had the opportunity to conduct such due diligence review as each has deemed appropriate.

4.4 Investment

The Investor has not been formed solely for the purpose of making this investment and is acquiring the Purchased Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof. The Investor understands that the Purchased Shares and the Conversion Shares have not been registered under the Securities Act or applicable state and other securities laws by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein.

4.5 Brokers or Finders

The Investor has not retained any investment banker, broker, or finder in connection with the purchase of the Purchased Shares. The Investor will indemnify and hold the Company harmless against any liability, settlement, or expense arising out of, or in connection with, any such claim.

4.6 Right to Rescind

The Investor is aware that his purchase of the Purchased Shares is voidable by him within three (3) days after his delivery of the Purchase Price to the Company.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Reservation of Securities

The Company shall reserve that number of shares of Common Stock as the Investors are entitled to receive upon conversion of the Purchased Shares. Prior to the issuance of any equity securities (or any instrument exercisable for or convertible into equity securities) and whenever otherwise required, the Company will amend its Articles of Incorporation and take any such other action as is necessary to ensure that there is a sufficient quantity of Common Stock into which the Purchased Shares can be converted. Such equity securities shall, when issued and delivered in accordance with terms of the Articles of Incorporation, be duly and validly issued, fully paid, and non-assessable.

5.2 Survival of Representations, Warranties, and Agreements, Etc.

All representations and warranties hereunder shall survive the Closing. Except as otherwise provided herein, all agreements and/or covenants contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.

5.3 Consents and Approvals.

At or prior to each Closing Date, the Company and the Investors shall each use commercially reasonable efforts to obtain any necessary consents, approvals, authorizations, or orders of, make any registrations or filings with or give any notices to, any governmental entity or person as is required to be obtained, made or given by such party to consummate the transactions contemplated by this Agreement.

5.4 Notification of Certain Matters.

The Company shall give prompt notice to the Investors of (i) the occurrence or nonoccurrence of any event, other than any event contemplated or permitted by this Agreement, the occurrence or nonoccurrence of which has caused any representation or warranty contained in this Agreement to be untrue or inaccurate in any respect at or prior to any Closing Date, and (ii) any failure of the Company to comply with or satisfy in any respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 5.4 shall not cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the Investors.

5.5 Further Assurances.

The Company will execute any and all further documents, and take all further action, which the Investors may reasonably request in order to effectuate the transactions contemplated by this Agreement.

ARTICLE VI

CONDITIONS OF THE INVESTORS' OBLIGATIONS

The obligations of the Investors to purchase and pay for the Purchased Shares at the Closings shall be subject to the Investors' determination prior to the Closings that each of the following conditions have been satisfied:

6.1 Representations and Warranties.

The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

6.2 Performance.

The Company shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

6.3 Delivery of Documents.

The Company shall have delivered to each Investor each of the documents required to be delivered by it pursuant to Section 2.1.

ARTICLE VII

CONDITIONS OF THE COMPANY'S OBLIGATIONS

The obligations of the Company to sell the Purchased Shares at the Closings shall be subject to the satisfaction prior to the Closings of the following conditions:

7.1 Representations and Warranties

The representations and warranties of the Investors contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

7.2 Performance

The Investors shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

7.3 Delivery of Documents

Each Investor shall have delivered to the Company each of the documents required to be delivered by it pursuant to Section 2.2.

ARTICLE VIII

TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing Dates (i) by mutual written consent of the Company and an Investor; or (ii) by either the Company or an Investors if (A) there shall have been a material breach of any representation, warranty, covenant, or agreement set forth in this Agreement, on the part of the Investor, in the case of a termination by the Company, or on the part of the Company, in the case of a termination by an Investor, which breach shall not have been cured, in the case of a representation or warranty, prior to such Closing or, in the case of a covenant or agreement, within five (5) business days following receipt by the breaching party of notice of such breach, or (B) any permanent injunction or other order of a court or other competent authority preventing the consummation of the transactions contemplated hereby shall have become final and non-appealable, or (iii) due to rescission by an Investor within three (3) days after such Investor's delivery of the Purchase Price to the Company; *provided, however*, that the right to terminate this Agreement pursuant to this Section 8.1 shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the consummation of the transactions contemplated hereby to have occurred.

8.2 Effect of Termination.

In the event of a termination of this Agreement by either an Investor or the Company as provided in Section 8.1, written notice thereof shall be given by a party so terminating to the other party and this Agreement shall forthwith become void, except that nothing in this Section 8.2 shall release any party from liability for any breach of this Agreement prior to such termination.

ARTICLE IX

MISCELLANEOUS

9.1 No Third Party Beneficiaries

Except as expressly provided herein, this Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns, personal representatives, heirs, and estates, as the case may be.

9.2 Entire Agreement

This Agreement and the Articles of Amendment constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties hereto, written or oral, that may have related in any way to the subject matter of this Agreement, including, without limitation, any letter of intent dated as of or prior to the date hereof, between the Company and the Investors.

9.3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Investors. An Investor may assign this Agreement and its any rights or interests hereunder without any prior consent.

9.4 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile.

9.5 Notices

All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied, sent by nationally recognized overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice):

If to an Investor: To the address and fax printed on the signature pages hereto.

If to the Company: Cleartronic, Inc.
8000 North Federal Highway
Boca Raton, Florida 33487
Facsimile: (561) 953-5073
Attention: Larry Reid

with a copy to:

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery, (iii) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch, and (iv) in the case of mailing, on the seventh business day following such mailing.

9.6 Governing Law

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA TO BE APPLIED.

9.7 Amendments and Waivers; Investors' Consent

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and the Investors. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.8 Incorporation of Schedules and Exhibits

The schedules and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

9.9 Construction

Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

9.10 Interpretation

Accounting terms used but not otherwise defined herein shall have the meanings given to them under GAAP. As used in this Agreement (including all schedules, exhibits, and amendments hereto), the masculine, feminine, and neuter gender, and the singular or plural number shall be deemed to include the others whenever the context so requires. References to Articles and Sections refer to articles and sections of this Agreement. Similarly, references to schedules and exhibits refer to schedules and exhibits, respectively, attached to this Agreement. Unless the content requires otherwise, words such as "hereby," "herein," "hereinafter," "hereof," "hereto," "hereunder," and words of like import refer to this Agreement. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 Severability

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.12 Arbitration

Any dispute arising under or in connection with any matter of any nature (whether sounding in contract or tort) relating to or arising out of this Agreement shall be resolved exclusively by arbitration.

The arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. Any arbitration shall incorporate Chapter 682 of Title XXXIX of the Florida Statutes with respect to discovery matters. All parties agree to be (1) subject to the jurisdiction and venue of the arbitration in Palm Beach County, State of Florida, (2) bound by the decision of the arbitrator as the final decision with respect to the dispute, and (3) subject to the jurisdiction of the Superior Court of the State of Florida for the purpose of confirmation and enforcement of any award.

[*Signature Pages Follow*]

[*Signature Page of the Company*]

IN WITNESS WHEREOF, the Company has executed this Subscription Agreement as of the date first above written.

THE COMPANY:

CLEARTRONIC, INC.

By: /s/ Larry Reid
Larry Reid
President and Chief Executive Officer

[*Signature Pages of Investors Follows*]

IN WITNESS WHEREOF, the undersigned Investors have executed this Subscription Agreement as of the date first above written.

INVESTOR:

Name: Donald M. Coblentz

Signature of Authorized Signatory: /s/ Donald M. Coblentz

Tax ID Number: 264-19-6474

Address and Fax Number for Notice:

1907 Coral Reef Drive
Pompano Beach, FL 33062

Subscription Amount: $140,831.53

Shares of Series D Preferred: 281,663

Exhibit: 10.2

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Agreement**") is dated as of March 31, 2015 by and between Cleartronic, Inc., a Florida corporation (the "**Company**"), and the undersigned subscribers hereto (the "**Investors**").

ARTICLE I

AUTHORIZATION AND SALE OF THE PURCHASED SHARES

1.1 Authorization of Shares.

The Company has duly authorized the sale and issuance, pursuant to the terms of this Agreement, of up to 10,000,000 shares of its Series D Convertible Preferred Stock, par value $.00001 per share (the "**Series D Preferred Stock**"), having the rights, restrictions, privileges, and preferences set forth in the Articles of Amendment to the Articles of Incorporation in the form attached hereto as Exhibit A (the "**Articles of Amendment**").

1.2 Sale of Shares

Subject to all of the terms and conditions of this Agreement, at the Closings (as such term is defined below), the Company agrees to issue and sell to the Investors an aggregate of up to 10,000,000 shares of Series D Preferred Stock, and the Investors agree to purchase from the Company an aggregate of up to 10,000,000 shares of Series D Preferred Stock (the "**Purchased Shares**"), at a per share purchase price equal to $0.50 (the "**Purchase Price**").

1.3 Closings

Each closing of the sale and purchase of the Purchased Shares (the "**Closing**" and collectively, "**Closings**") shall take place on the date (the "**Closing Date**" and collectively, the "**Closing Dates**") as the Purchase Price is received by the Company from each Investor, and shall take place in a separate closing for each Investor. At the Closings, the Company will deliver to each Investor one or more certificates representing the Purchased Shares against payment of the Purchase Price therefore. The aggregate Purchase Price for the Purchased Shares shall be up to $5,000,000 payable by certified check or wire transfer to an account specified by the Company.

1.4 Use of Proceeds

The Company will use the net proceeds of the Purchased Shares for working capital.

1.5 Limitation on Conversion.

Notwithstanding anything to the contrary contained herein, the number of shares of Common Stock that may be acquired by the Investor upon any conversion of the Purchased Shares (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such conversion (or other issuance), the total number of shares of Common Stock then beneficially owned by the Investor and his affiliates and any other persons whose beneficial ownership of Common Stock would be aggregated with the Investor's for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), does not exceed 9.999% (the "Maximum Percentage") of the total number of

issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such conversion). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Each surrender of the certificate(s) representing any portion of the Purchased Shares for purposes of conversion pursuant to Section 2(b) of the Articles of Amendment (a "Conversion") will constitute a representation by the Investor that it has evaluated the limitations set forth in this paragraph and determined that issuance of the full number of shares of Common Stock to be issued as a result of such Conversion is permitted under this paragraph. The Company's obligation to issue shares of Common Stock in excess of the limitation referred to in this Section 1.5 shall be suspended (and shall not terminate or expire notwithstanding any contrary provisions hereof) until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. By written notice to the Company, the Investor shall have the right at any time and from time to time to reduce its Maximum Percentage immediately upon notice to the Company in the event and only to the extent that Section 16 of the Exchange Act or the rules promulgated thereunder (or any successor statute or rules) is changed to reduce the beneficial ownership percentage threshold thereunder to a percentage less than 9.999%, but (i) any such waiver or decrease will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or decrease will apply only to the Investor and not to any other holder of Series A Preferred Stock.

ARTICLE II

THE CLOSINGS

2.1 **Deliveries by the Company at each Closing** At each Closing, the Company shall deliver to the Investor:

2.1.1 a counterpart of this Agreement;

2.1.2 a stock certificate registered in such Investor's name, representing the Purchased Shares purchased by such Investor; and

2.1.3 evidence of the filing of the Articles of Amendment with the Florida Department of State.

2.2 **Deliveries by the Investor at a Closing**. At the Closing, the Investor shall deliver to the Company:

2.2.1 a counterpart of this Agreement; and

2.2.2 his Purchase Price.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As a material inducement to the Investors to enter into and perform their obligations under this Agreement, except as expressly set forth on the Disclosure Schedules attached hereto as Exhibit B (which disclosure adequately describes the exception and specifically references a Section to which it applies), the Company makes the following representations and warranties to the Investors, which representations and warranties shall be true, correct, and complete in all respects on the date hereof and on each of the Closing Dates:

3.1 Organization; Good Standing; Qualification; and Power

The Company is duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power to own, lease, and operate its assets and to carry on its business as presently being conducted. The Company is not required to qualify to do business in any other jurisdiction.

3.2 Authorization

3.2.1 The Company has all requisite power and authority to execute and deliver all deliverables and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions thereunder and all related transactions and to perform its obligations thereunder. Each deliverable has been duly authorized by all necessary action (corporate or otherwise) on the part of the Company and its shareholders, and each deliverable has been duly executed and delivered by the Company, and constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms and conditions, except as enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

3.2.2 The authorization, issuance (or reservation for issuance), sale and delivery of the Purchased Shares and the shares of the Company's common stock, par value $.00001 per share ("Common Stock"), issuable upon conversion thereof (the "**Conversion Shares**"), has been authorized by all requisite action of both the Board and its shareholders. The Purchased Shares and the Conversion Shares, when issued in accordance with the Articles of Amendment, will be validly issued and outstanding, fully paid, and non-assessable, with no personal liability attaching to the ownership thereof, free, and clear of any Liens whatsoever and with no restrictions on the voting rights thereof and other incidents of record and beneficial ownership pertaining thereto, in each case other than pursuant to this Agreement. "**Lien**" means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sale or title retention agreement (including any lease in the nature thereof), charge, encumbrance, easement, reservation, restriction, cloud, right of first refusal or first offer, option, or other similar arrangement or interest in real or personal property.

3.3 Non-contravention

The execution, delivery, and performance by the Company of the deliverables, the consummation of the transactions contemplated hereby and thereby and compliance with the provisions hereof and thereof, including the issuance, sale, and delivery of the Purchased Shares, have not and shall not, (a) violate any law to which the Company or any of its assets is subject, (b) violate any provision of the Articles of Amendment and/or the Company's bylaws, (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Material contract to which the Company is a party or by which any of the assets of the Company are bound, or (d) result in the imposition of any Lien upon any of the assets of the Company. Except as have been made or obtained prior to the Closing, and other than state blue sky securities filings, the Company has not been nor is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental entity or any other person for the valid authorization, issuance, and delivery of this Agreement or any of the Purchased Shares. "**Material**", "**Material Adverse Change**" and "**Material Adverse Effect**" shall mean the occurrence of any single event, or any series of related events, or set of related circumstances, which would have a material adverse effect on the condition (financial or other), business, results of operations, ability to conduct business, properties or prospects of the Company.

3.4 Equity Investments

The Company does not own, directly or indirectly, any capital stock, partnership interest, or joint venture interest in, or any security issued by, any other person.

3.5 Bankruptcy, Etc.

The Company is not involved in any proceeding by or against the Company as a debtor before any governmental entity under Title 11 of the United States Code or any other insolvency or debtors' relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator, or other similar official for any part of the property of the Company.

3.6 SEC Filings; Financial Statements

The Company has filed all reports, schedules, forms, statements, and other documents required to be filed by the Company under the Securities Act of 1933, as amended ("Securities Act"), and the Securities Exchange Act of 1934, as amended ("Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports ("Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. The Financial Statements have been prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP"), except as may be otherwise specified in the Financial Statements or the notes thereto and except that unaudited Financial Statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

3.7 Patents and Trademarks.

The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses, and other intellectual property rights and similar rights as described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). The Company has not received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company violates or infringes upon the rights of any person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another person of any of the Intellectual Property Rights. The Company has taken reasonable security measures to protect the secrecy, confidentiality, and value of all of its intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.8 Compliance.

The Company: (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan, or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not in violation of any order of any court, arbitrator, or governmental body, and (iii) is, and has not been, n violation of any statute, rule, r regulation of any governmental authority, including without limitation all foreign, federal, state, and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

3.9 Title to Properties.

The Company owns good and marketable title, free and clear of all Liens (other than Permitted Liens), to all of the assets owned by it that are Material to the Company's business. The Company owns or leases under valid leases all facilities, machinery, equipment, and other assets, if and as applicable, that are necessary for the conduct of its business as conducted as of the date hereof. "**Permitted Liens**" means (i) Liens for taxes, fees, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which there are adequate reserves on the books of such Person, (ii) workers or unemployment compensation Liens arising in the ordinary course of business; (iii) mechanic's, materialman's, supplier's, vendor's, landlord's, carrier's, warehousemen or similar Liens arising in the ordinary course of business securing amounts that are not delinquent or past due; (iv) zoning ordinances, easements and other restrictions of legal record affecting real property which would not, individually or in the aggregate, Materially interfere with the value or usefulness of such real property to the business; and (v) Liens arising from judgments, decrees or attachments.

3.10 Litigation.

There is no proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors), and the Company is not bound by any order. No proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors) will or could reasonably be expected to result in a Material Adverse Change.

3.11 Employees.

3.11.1 The Company has complied in all Material respects with all laws relating to the hiring of employees and the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, verification of employment authorization, collective bargaining, and the payment of social security and other taxes. The Company does not have knowledge of any labor relations problems being experienced by it (including, without limitation, any union organization activities, threatened or actual strikes or work stoppages or grievances).

3.11.2 The Company represents and warrants that: (i) there are no limitations on the authority of any key employee to remain and be employed in the United States; (ii) the Company is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to date or amounts required to be reimbursed to such employees and upon any termination of the employment of any such employees, (iii) there is no unfair labor practice complaint against the Company pending before the National Labor Relations Board or any other governmental entity, (iv) there is no labor strike, dispute, slowdown, or stoppage

actually pending or, to the Company's knowledge, threatened against or involving the Company, (v) no labor union currently represents the employees of the Company, and (vi) to the Company's knowledge, no labor union has taken any action with respect to organizing the employees of the Company. The Company is not a party to or bound by any collective bargaining agreement or union contract.

3.12 Related Party Transactions.

Except for stock option agreements, employment agreements, and proprietary information agreements executed by officers, directors, and employees of the Company, no current or former Affiliate of the Company is now, or has been during its existence (i) a party to any contract with the Company, (ii) indebted to the Company, or (iii) the direct or indirect owner of an interest in any person that is a present competitor, supplier, or customer of the Company (other than non-affiliated holdings in publicly held companies), nor does any such person receive income from any source other than the Company which should properly accrue to the Company. "**Affiliate**" means, with respect to any Person, any of (a) a director, officer or shareholder holding ten percent (10%) or more of the capital stock (on a fully diluted basis) of such Person, (b) a spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of any director or officer of such Person) and (c) any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

3.13 Offering Exemption.

Based in part upon and assuming the accuracy of the representations of the Investors in this Agreement, the offering, sale, and issuance of the Purchased Shares has been, is, and will be, exempt from registration under the Securities Act, and such offering, sale, and issuance is also exempt from registration under applicable state securities and "blue sky" laws. The Company has made all requisite filings and has taken or will take all action necessary to be taken to comply with such state securities or "blue sky" laws.

3.14 Capitalization of the Company.

All shares of the capital stock and other securities issued by the Company have been issued in transactions in accordance with applicable laws governing the sale and purchase of securities.

3.15 Liabilities.

The Company has no liability or obligation, absolute or contingent (individually or in the aggregate), including, without limitation, any tax liability due and payable, which is not reflected on the Financial Statements, other than (i) liabilities and obligations that would not be required to be since the date of the most recent interim balance sheet reflected in the Financial Statements prepared in accordance with GAAP and (ii) liabilities that may have arisen in the ordinary course of the Company's business consistent with past practice. There were no "loss contingencies" (as such term is used in Statement of Financial Accounting Standards No. 5 issued by the Financial Accounting Standards Board in March 1975) that were not adequately provided for on the most recent interim balance sheet reflected in the Financial Statements.

3.16 Tax Matters.

Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company has filed all necessary federal, state, and foreign income and franchise tax returns and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency that has been asserted or threatened against the Company.

3.17 Disclosure.

None of this Agreements, any of the exhibits or schedules attached hereto, or any other written materials, statements, or certificates made or delivered in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

As a material inducement to the Company to enter into and perform its obligations under this Agreement, each of the Investors makes the following representations and warranties to the Company, which representations and warranties shall be true, correct and complete in all respects on the date hereof and on the Closing Dates.

4.1 Authority

The Investor has full power and authority to enter into and to perform this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor enforceable in accordance with its terms. To the Investor's knowledge, the execution and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Investor: (i) will not violate any provision of law applicable to the transactions; and (ii) will not conflict with or result in any breach of any of the material terms, conditions, or provisions of, or constitute a default under any agreement or other instrument to which the Investor is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule, or regulation applicable to the Investor.

4.2 Experience

The Investor is an "accredited investor" within the meaning of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act and, by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, the Investor is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests.

4.3 Information

The Investor has had access to the SEC Reports and has had the opportunity to review such reports as each has deemed appropriate. The Investor has also had access to the Company's senior management and has had the opportunity to conduct such due diligence review as each has deemed appropriate.

4.4 Investment

The Investor has not been formed solely for the purpose of making this investment and is acquiring the Purchased Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof. The Investor understands that the Purchased Shares and the Conversion Shares have not been registered under the Securities Act or applicable state and other securities laws by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein.

4.5 Brokers or Finders

The Investor has not retained any investment banker, broker, or finder in connection with the purchase of the Purchased Shares. The Investor will indemnify and hold the Company harmless against any liability, settlement, or expense arising out of, or in connection with, any such claim.

4.6 Right to Rescind

The Investor is aware that his purchase of the Purchased Shares is voidable by him within three (3) days after his delivery of the Purchase Price to the Company.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Reservation of Securities

The Company shall reserve that number of shares of Common Stock as the Investors are entitled to receive upon conversion of the Purchased Shares. Prior to the issuance of any equity securities (or any instrument exercisable for or convertible into equity securities) and whenever otherwise required, the Company will amend its Articles of Incorporation and take any such other action as is necessary to ensure that there is a sufficient quantity of Common Stock into which the Purchased Shares can be converted. Such equity securities shall, when issued and delivered in accordance with terms of the Articles of Incorporation, be duly and validly issued, fully paid, and non-assessable.

5.2 Survival of Representations, Warranties, and Agreements, Etc.

All representations and warranties hereunder shall survive the Closing. Except as otherwise provided herein, all agreements and/or covenants contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.

5.3 Consents and Approvals.

At or prior to each Closing Date, the Company and the Investors shall each use commercially reasonable efforts to obtain any necessary consents, approvals, authorizations, or orders of, make any registrations or filings with or give any notices to, any governmental entity or person as is required to be obtained, made or given by such party to consummate the transactions contemplated by this Agreement.

5.4 Notification of Certain Matters.

The Company shall give prompt notice to the Investors of (i) the occurrence or nonoccurrence of any event, other than any event contemplated or permitted by this Agreement, the occurrence or nonoccurrence of which has caused any representation or warranty contained in this Agreement to be untrue or inaccurate in any respect at or prior to any Closing Date, and (ii) any failure of the Company to comply with or satisfy in any respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 5.4 shall not cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the Investors.

5.5 Further Assurances.

The Company will execute any and all further documents, and take all further action, which the Investors may reasonably request in order to effectuate the transactions contemplated by this Agreement.

ARTICLE VI

CONDITIONS OF THE INVESTORS' OBLIGATIONS

The obligations of the Investors to purchase and pay for the Purchased Shares at the Closings shall be subject to the Investors' determination prior to the Closings that each of the following conditions have been satisfied:

6.1 Representations and Warranties.

The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

6.2 Performance.

The Company shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

6.3 Delivery of Documents.

The Company shall have delivered to each Investor each of the documents required to be delivered by it pursuant to Section 2.1.

ARTICLE VII

CONDITIONS OF THE COMPANY'S OBLIGATIONS

The obligations of the Company to sell the Purchased Shares at the Closings shall be subject to the satisfaction prior to the Closings of the following conditions:

7.1 Representations and Warranties

The representations and warranties of the Investors contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

7.2 Performance

The Investors shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

7.3 Delivery of Documents

Each Investor shall have delivered to the Company each of the documents required to be delivered by it pursuant to Section 2.2.

ARTICLE VIII

TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing Dates (i) by mutual written consent of the Company and an Investor; or (ii) by either the Company or an Investors if (A) there shall have been a material breach of any representation, warranty, covenant, or agreement set forth in this Agreement, on the part of the Investor, in the case of a termination by the Company, or on the part of the Company, in the case of a termination by an Investor, which breach shall not have been cured, in the case of a representation or warranty, prior to such Closing or, in the case of a covenant or agreement, within five (5) business days following receipt by the breaching party of notice of such breach, or (B) any permanent injunction or other order of a court or other competent authority preventing the consummation of the transactions contemplated hereby shall have become final and non-appealable, or (iii) due to rescission by an Investor within three (3) days after such Investor's delivery of the Purchase Price to the Company; *provided, however*, that the right to terminate this Agreement pursuant to this Section 8.1 shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the consummation of the transactions contemplated hereby to have occurred.

8.2 Effect of Termination.

In the event of a termination of this Agreement by either an Investor or the Company as provided in Section 8.1, written notice thereof shall be given by a party so terminating to the other party and this Agreement shall forthwith become void, except that nothing in this Section 8.2 shall release any party from liability for any breach of this Agreement prior to such termination.

ARTICLE IX

MISCELLANEOUS

9.1 No Third Party Beneficiaries

Except as expressly provided herein, this Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns, personal representatives, heirs, and estates, as the case may be.

9.2 Entire Agreement

This Agreement and the Articles of Amendment constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties hereto, written or oral, that may have related in any way to the subject matter of this Agreement, including, without limitation, any letter of intent dated as of or prior to the date hereof, between the Company and the Investors.

9.3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Investors. An Investor may assign this Agreement and its any rights or interests hereunder without any prior consent.

9.4 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile.

9.5 Notices

All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied, sent by nationally recognized overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice):

If to an Investor: To the address and fax printed on the signature pages hereto.

If to the Company: Cleartronic, Inc.
8000 North Federal Highway
Boca Raton, Florida 33487
Facsimile: (561) 953-5073
Attention: Larry Reid

with a copy to:

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery, (iii) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch, and (iv) in the case of mailing, on the seventh business day following such mailing.

9.6 Governing Law

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA TO BE APPLIED.

9.7 Amendments and Waivers; Investors' Consent

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and the Investors. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.8 Incorporation of Schedules and Exhibits

The schedules and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

9.9 Construction

Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

9.10 Interpretation

Accounting terms used but not otherwise defined herein shall have the meanings given to them under GAAP. As used in this Agreement (including all schedules, exhibits, and amendments hereto), the masculine, feminine, and neuter gender, and the singular or plural number shall be deemed to include the others whenever the context so requires. References to Articles and Sections refer to articles and sections of this Agreement. Similarly, references to schedules and exhibits refer to schedules and exhibits, respectively, attached to this Agreement. Unless the content requires otherwise, words such as "hereby," "herein," "hereinafter," "hereof," "hereto," "hereunder," and words of like import refer to this Agreement. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 Severability

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.12 Arbitration

Any dispute arising under or in connection with any matter of any nature (whether sounding in contract or tort) relating to or arising out of this Agreement shall be resolved exclusively by arbitration.

The arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. Any arbitration shall incorporate Chapter 682 of Title XXXIX of the Florida Statutes with respect to discovery matters. All parties agree to be (1) subject to the jurisdiction and venue of the arbitration in Palm Beach County, State of Florida, (2) bound by the decision of the arbitrator as the final decision with respect to the dispute, and (3) subject to the jurisdiction of the Superior Court of the State of Florida for the purpose of confirmation and enforcement of any award.

[*Signature Pages Follow*]

[*Signature Page of the Company*]

IN WITNESS WHEREOF, the Company has executed this Subscription Agreement as of the date first above written.

THE COMPANY:

CLEARTRONIC, INC.

By: /s/ Larry Reid
Larry Reid
President and Chief Executive Officer

[*Signature Pages of Investors Follows*]

IN WITNESS WHEREOF, the undersigned Investors have executed this Subscription Agreement as of the date first above written.

INVESTOR:

Name: Donald M. Coblentz

Signature of Authorized Signatory: /s/ Donald M. Coblentz

Tax ID Number: 264-19-6474

Address and Fax Number for Notice:

1907 Coral Reef Drive
Pompano Beach, FL 33062

Subscription Amount: $135,012.41

Shares of Series D Preferred: 270,024

Exhibit: 10.3

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Agreement**") is dated as of March 31, 2015 by and between Cleartronic, Inc., a Florida corporation (the "**Company**"), and the undersigned subscribers hereto (the "**Investors**").

ARTICLE I

AUTHORIZATION AND SALE OF THE PURCHASED SHARES

1.1 Authorization of Shares.

The Company has duly authorized the sale and issuance, pursuant to the terms of this Agreement, of up to 10,000,000 shares of its Series D Convertible Preferred Stock, par value $.00001 per share (the "**Series D Preferred Stock**"), having the rights, restrictions, privileges, and preferences set forth in the Articles of Amendment to the Articles of Incorporation in the form attached hereto as Exhibit A (the "**Articles of Amendment**").

1.2 Sale of Shares

Subject to all of the terms and conditions of this Agreement, at the Closings (as such term is defined below), the Company agrees to issue and sell to the Investors an aggregate of up to 10,000,000 shares of Series D Preferred Stock, and the Investors agree to purchase from the Company an aggregate of up to 10,000,000 shares of Series D Preferred Stock (the "**Purchased Shares**"), at a per share purchase price equal to $0.50 (the "**Purchase Price**").

1.3 Closings

Each closing of the sale and purchase of the Purchased Shares (the "**Closing**" and collectively, "**Closings**") shall take place on the date (the "**Closing Date**" and collectively, the "**Closing Dates**") as the Purchase Price is received by the Company from each Investor, and shall take place in a separate closing for each Investor. At the Closings, the Company will deliver to each Investor one or more certificates representing the Purchased Shares against payment of the Purchase Price therefore. The aggregate Purchase Price for the Purchased Shares shall be up to $5,000,000 payable by certified check or wire transfer to an account specified by the Company.

1.4 Use of Proceeds

The Company will use the net proceeds of the Purchased Shares for working capital.

1.5 Limitation on Conversion.

Notwithstanding anything to the contrary contained herein, the number of shares of Common Stock that may be acquired by the Investor upon any conversion of the Purchased Shares (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such conversion (or other issuance), the total number of shares of Common Stock then beneficially owned by the Investor and his affiliates and any other persons whose beneficial ownership of Common Stock would be aggregated with the Investor's for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), does not exceed 9.999% (the "Maximum Percentage") of the total number of

issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such conversion). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. Each surrender of the certificate(s) representing any portion of the Purchased Shares for purposes of conversion pursuant to Section 2(b) of the Articles of Amendment (a "Conversion") will constitute a representation by the Investor that it has evaluated the limitations set forth in this paragraph and determined that issuance of the full number of shares of Common Stock to be issued as a result of such Conversion is permitted under this paragraph. The Company's obligation to issue shares of Common Stock in excess of the limitation referred to in this Section 1.5 shall be suspended (and shall not terminate or expire notwithstanding any contrary provisions hereof) until such time, if any, as such shares of Common Stock may be issued in compliance with such limitation. By written notice to the Company, the Investor shall have the right at any time and from time to time to reduce its Maximum Percentage immediately upon notice to the Company in the event and only to the extent that Section 16 of the Exchange Act or the rules promulgated thereunder (or any successor statute or rules) is changed to reduce the beneficial ownership percentage threshold thereunder to a percentage less than 9.999%, but (i) any such waiver or decrease will not be effective until the 61st day after such notice is delivered to the Company, and (ii) any such waiver or decrease will apply only to the Investor and not to any other holder of Series A Preferred Stock.

ARTICLE II

THE CLOSINGS

2.1 **Deliveries by the Company at each Closing** . At each Closing, the Company shall deliver to the Investor:

2.1.1 a counterpart of this Agreement;

2.1.2 a stock certificate registered in such Investor's name, representing the Purchased Shares purchased by such Investor; and

2.1.3 evidence of the filing of the Articles of Amendment with the Florida Department of State.

2.2 **Deliveries by the Investor at a Closing**. At the Closing, the Investor shall deliver to the Company:

2.2.1 a counterpart of this Agreement; and

2.2.2 his Purchase Price.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As a material inducement to the Investors to enter into and perform their obligations under this Agreement, except as expressly set forth on the Disclosure Schedules attached hereto as Exhibit B (which disclosure adequately describes the exception and specifically references a Section to which it applies), the Company makes the following representations and warranties to the Investors, which representations and warranties shall be true, correct, and complete in all respects on the date hereof and on each of the Closing Dates:

3.1 Organization; Good Standing; Qualification; and Power

The Company is duly organized, validly existing and in good standing under the laws of the State of Florida, and has all requisite power to own, lease, and operate its assets and to carry on its business as presently being conducted. The Company is not required to qualify to do business in any other jurisdiction.

3.2 Authorization

3.2.1 The Company has all requisite power and authority to execute and deliver all deliverables and any and all instruments necessary or appropriate in order to effectuate fully the terms and conditions thereunder and all related transactions and to perform its obligations thereunder. Each deliverable has been duly authorized by all necessary action (corporate or otherwise) on the part of the Company and its shareholders, and each deliverable has been duly executed and delivered by the Company, and constitutes the valid and legally binding obligation of the Company, enforceable in accordance with its terms and conditions, except as enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.

3.2.2 The authorization, issuance (or reservation for issuance), sale and delivery of the Purchased Shares and the shares of the Company's common stock, par value $.00001 per share ("Common Stock"), issuable upon conversion thereof (the "**Conversion Shares**"), has been authorized by all requisite action of both the Board and its shareholders. The Purchased Shares and the Conversion Shares, when issued in accordance with the Articles of Amendment, will be validly issued and outstanding, fully paid, and non-assessable, with no personal liability attaching to the ownership thereof, free, and clear of any Liens whatsoever and with no restrictions on the voting rights thereof and other incidents of record and beneficial ownership pertaining thereto, in each case other than pursuant to this Agreement. "**Lien**" means any security interest, pledge, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, the grant of a power to confess judgment, conditional sale or title retention agreement (including any lease in the nature thereof), charge, encumbrance, easement, reservation, restriction, cloud, right of first refusal or first offer, option, or other similar arrangement or interest in real or personal property.

3.3 Non-contravention

The execution, delivery, and performance by the Company of the deliverables, the consummation of the transactions contemplated hereby and thereby and compliance with the provisions hereof and thereof, including the issuance, sale, and delivery of the Purchased Shares, have not and shall not, (a) violate any law to which the Company or any of its assets is subject, (b) violate any provision of the Articles of Amendment and/or the Company's bylaws, (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Material contract to which the Company is a party or by which any of the assets of the Company are bound, or (d) result in the imposition of any Lien upon any of the assets of the Company. Except as have been made or obtained prior to the Closing, and other than state blue sky securities filings, the Company has not been nor is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental entity or any other person for the valid authorization, issuance, and delivery of this Agreement or any of the Purchased Shares. "**Material**", "**Material Adverse Change**" and "**Material Adverse Effect**" shall mean the occurrence of any single event, or any series of related events, or set of related circumstances, which would have a material adverse effect on the condition (financial or other), business, results of operations, ability to conduct business, properties or prospects of the Company.

3.4 Equity Investments

The Company does not own, directly or indirectly, any capital stock, partnership interest, or joint venture interest in, or any security issued by, any other person.

3.5 Bankruptcy, Etc.

The Company is not involved in any proceeding by or against the Company as a debtor before any governmental entity under Title 11 of the United States Code or any other insolvency or debtors' relief act, whether state or federal, or for the appointment of a trustee, receiver, liquidator, assignee, sequestrator, or other similar official for any part of the property of the Company.

3.6 SEC Filings; Financial Statements

The Company has filed all reports, schedules, forms, statements, and other documents required to be filed by the Company under the Securities Act of 1933, as amended ("Securities Act"), and the Securities Exchange Act of 1934, as amended ("Exchange Act"), including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Reports ("Financial Statements") comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. The Financial Statements have been prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP"), except as may be otherwise specified in the Financial Statements or the notes thereto and except that unaudited Financial Statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

3.7 Patents and Trademarks.

The Company has, or has rights to use, all patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses, and other intellectual property rights and similar rights as described in the SEC Reports as necessary or material for use in connection with their respective businesses and which the failure to so have could have a Material Adverse Effect (collectively, the "Intellectual Property Rights"). The Company has not received a notice (written or otherwise) that any of the Intellectual Property Rights used by the Company violates or infringes upon the rights of any person. To the knowledge of the Company, all such Intellectual Property Rights are enforceable and there is no existing infringement by another person of any of the Intellectual Property Rights. The Company has taken reasonable security measures to protect the secrecy, confidentiality, and value of all of its intellectual properties, except where failure to do so could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.8 Compliance.

The Company: (i) is not in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan, or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is not in violation of any order of any court, arbitrator, or governmental body, and (iii) is, and has not been, n violation of any statute, rule, r regulation of any governmental authority, including without limitation all foreign, federal, state, and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

3.9 Title to Properties.

The Company owns good and marketable title, free and clear of all Liens (other than Permitted Liens), to all of the assets owned by it that are Material to the Company's business. The Company owns or leases under valid leases all facilities, machinery, equipment, and other assets, if and as applicable, that are necessary for the conduct of its business as conducted as of the date hereof. "**Permitted Liens**" means (i) Liens for taxes, fees, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which there are adequate reserves on the books of such Person, (ii) workers or unemployment compensation Liens arising in the ordinary course of business; (iii) mechanic's, materialman's, supplier's, vendor's, landlord's, carrier's, warehousemen or similar Liens arising in the ordinary course of business securing amounts that are not delinquent or past due; (iv) zoning ordinances, easements and other restrictions of legal record affecting real property which would not, individually or in the aggregate, Materially interfere with the value or usefulness of such real property to the business; and (v) Liens arising from judgments, decrees or attachments.

3.10 Litigation.

There is no proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors), and the Company is not bound by any order. No proceeding pending or threatened by or against, or affecting the assets of, the Company (or any of its predecessors) will or could reasonably be expected to result in a Material Adverse Change.

3.11 Employees.

3.11.1 The Company has complied in all Material respects with all laws relating to the hiring of employees and the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, verification of employment authorization, collective bargaining, and the payment of social security and other taxes. The Company does not have knowledge of any labor relations problems being experienced by it (including, without limitation, any union organization activities, threatened or actual strikes or work stoppages or grievances).

3.11.2 The Company represents and warrants that: (i) there are no limitations on the authority of any key employee to remain and be employed in the United States; (ii) the Company is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to date or amounts required to be reimbursed to such employees and upon any termination of the employment of any such employees, (iii) there is no unfair labor practice complaint against the Company pending before the National Labor Relations Board or any other governmental entity, (iv) there is no labor strike, dispute, slowdown, or stoppage

actually pending or, to the Company's knowledge, threatened against or involving the Company, (v) no labor union currently represents the employees of the Company, and (vi) to the Company's knowledge, no labor union has taken any action with respect to organizing the employees of the Company. The Company is not a party to or bound by any collective bargaining agreement or union contract.

3.12 Related Party Transactions.

Except for stock option agreements, employment agreements, and proprietary information agreements executed by officers, directors, and employees of the Company, no current or former Affiliate of the Company is now, or has been during its existence (i) a party to any contract with the Company, (ii) indebted to the Company, or (iii) the direct or indirect owner of an interest in any person that is a present competitor, supplier, or customer of the Company (other than non-affiliated holdings in publicly held companies), nor does any such person receive income from any source other than the Company which should properly accrue to the Company. "**Affiliate**" means, with respect to any Person, any of (a) a director, officer or shareholder holding ten percent (10%) or more of the capital stock (on a fully diluted basis) of such Person, (b) a spouse, parent, sibling or descendant of such Person (or a spouse, parent, sibling or descendant of any director or officer of such Person) and (c) any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another Person. The term "control" includes, without limitation, the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

3.13 Offering Exemption.

Based in part upon and assuming the accuracy of the representations of the Investors in this Agreement, the offering, sale, and issuance of the Purchased Shares has been, is, and will be, exempt from registration under the Securities Act, and such offering, sale, and issuance is also exempt from registration under applicable state securities and "blue sky" laws. The Company has made all requisite filings and has taken or will take all action necessary to be taken to comply with such state securities or "blue sky" laws.

3.14 Capitalization of the Company.

All shares of the capital stock and other securities issued by the Company have been issued in transactions in accordance with applicable laws governing the sale and purchase of securities.

3.15 Liabilities.

The Company has no liability or obligation, absolute or contingent (individually or in the aggregate), including, without limitation, any tax liability due and payable, which is not reflected on the Financial Statements, other than (i) liabilities and obligations that would not be required to be since the date of the most recent interim balance sheet reflected in the Financial Statements prepared in accordance with GAAP and (ii) liabilities that may have arisen in the ordinary course of the Company's business consistent with past practice. There were no "loss contingencies" (as such term is used in Statement of Financial Accounting Standards No. 5 issued by the Financial Accounting Standards Board in March 1975) that were not adequately provided for on the most recent interim balance sheet reflected in the Financial Statements.

3.16 Tax Matters.

Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect, the Company has filed all necessary federal, state, and foreign income and franchise tax returns and has paid or accrued all taxes shown as due thereon, and the Company has no knowledge of a tax deficiency that has been asserted or threatened against the Company.

3.17 Disclosure.

None of this Agreements, any of the exhibits or schedules attached hereto, or any other written materials, statements, or certificates made or delivered in connection with the transactions contemplated hereby, contains any untrue statement of a material fact or omit to state a material fact necessary to make the statements herein or therein, in the light of the circumstances under which they were made, not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTORS

As a material inducement to the Company to enter into and perform its obligations under this Agreement, each of the Investors makes the following representations and warranties to the Company, which representations and warranties shall be true, correct and complete in all respects on the date hereof and on the Closing Dates.

4.1 Authority

The Investor has full power and authority to enter into and to perform this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been executed and delivered by the Investor and constitutes the valid and binding obligation of the Investor enforceable in accordance with its terms. To the Investor's knowledge, the execution and performance of the transactions contemplated by this Agreement and compliance with its provisions by the Investor: (i) will not violate any provision of law applicable to the transactions; and (ii) will not conflict with or result in any breach of any of the material terms, conditions, or provisions of, or constitute a default under any agreement or other instrument to which the Investor is a party or by which it or any of its properties is bound, or any decree, judgment, order, statute, rule, or regulation applicable to the Investor.

4.2 Experience

The Investor is an "accredited investor" within the meaning of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act and, by virtue of its experience in evaluating and investing in private placement transactions of securities in companies similar to the Company, the Investor is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests.

4.3 Information

The Investor has had access to the SEC Reports and has had the opportunity to review such reports as each has deemed appropriate. The Investor has also had access to the Company's senior management and has had the opportunity to conduct such due diligence review as each has deemed appropriate.

4.4 Investment

The Investor has not been formed solely for the purpose of making this investment and is acquiring the Purchased Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution of any part thereof. The Investor understands that the Purchased Shares and the Conversion Shares have not been registered under the Securities Act or applicable state and other securities laws by reason of a specific exemption from the registration provisions of the Securities Act and applicable state and other securities laws, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein.

4.5 Brokers or Finders

The Investor has not retained any investment banker, broker, or finder in connection with the purchase of the Purchased Shares. The Investor will indemnify and hold the Company harmless against any liability, settlement, or expense arising out of, or in connection with, any such claim.

4.6 Right to Rescind

The Investor is aware that his purchase of the Purchased Shares is voidable by him within three (3) days after his delivery of the Purchase Price to the Company.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Reservation of Securities

The Company shall reserve that number of shares of Common Stock as the Investors are entitled to receive upon conversion of the Purchased Shares. Prior to the issuance of any equity securities (or any instrument exercisable for or convertible into equity securities) and whenever otherwise required, the Company will amend its Articles of Incorporation and take any such other action as is necessary to ensure that there is a sufficient quantity of Common Stock into which the Purchased Shares can be converted. Such equity securities shall, when issued and delivered in accordance with terms of the Articles of Incorporation, be duly and validly issued, fully paid, and non-assessable.

5.2 Survival of Representations, Warranties, and Agreements, Etc.

All representations and warranties hereunder shall survive the Closing. Except as otherwise provided herein, all agreements and/or covenants contained herein shall survive indefinitely until, by their respective terms, they are no longer operative.

5.3 Consents and Approvals.

At or prior to each Closing Date, the Company and the Investors shall each use commercially reasonable efforts to obtain any necessary consents, approvals, authorizations, or orders of, make any registrations or filings with or give any notices to, any governmental entity or person as is required to be obtained, made or given by such party to consummate the transactions contemplated by this Agreement.

5.4 Notification of Certain Matters.

The Company shall give prompt notice to the Investors of (i) the occurrence or nonoccurrence of any event, other than any event contemplated or permitted by this Agreement, the occurrence or nonoccurrence of which has caused any representation or warranty contained in this Agreement to be untrue or inaccurate in any respect at or prior to any Closing Date, and (ii) any failure of the Company to comply with or satisfy in any respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 5.4 shall not cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the Investors.

5.5 Further Assurances.

The Company will execute any and all further documents, and take all further action, which the Investors may reasonably request in order to effectuate the transactions contemplated by this Agreement.

ARTICLE VI

CONDITIONS OF THE INVESTORS' OBLIGATIONS

The obligations of the Investors to purchase and pay for the Purchased Shares at the Closings shall be subject to the Investors' determination prior to the Closings that each of the following conditions have been satisfied:

6.1 Representations and Warranties.

The representations and warranties of the Company contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

6.2 Performance.

The Company shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

6.3 Delivery of Documents.

The Company shall have delivered to each Investor each of the documents required to be delivered by it pursuant to Section 2.1.

ARTICLE VII

CONDITIONS OF THE COMPANY'S OBLIGATIONS

The obligations of the Company to sell the Purchased Shares at the Closings shall be subject to the satisfaction prior to the Closings of the following conditions:

7.1 Representations and Warranties

The representations and warranties of the Investors contained in this Agreement shall be true and correct in all material respects on the Closing Dates, with the same effect as though made on and as of that date.

7.2 Performance

The Investors shall have performed and complied in all material respects with all of the agreements, covenants, and conditions in this Agreement required to be performed or complied with by it at or prior to the Closing Dates, and shall not be in default under this Agreement.

7.3 Delivery of Documents

Each Investor shall have delivered to the Company each of the documents required to be delivered by it pursuant to Section 2.2.

ARTICLE VIII

TERMINATION

8.1 Termination

This Agreement may be terminated at any time prior to the Closing Dates (i) by mutual written consent of the Company and an Investor; or (ii) by either the Company or an Investors if (A) there shall have been a material breach of any representation, warranty, covenant, or agreement set forth in this Agreement, on the part of the Investor, in the case of a termination by the Company, or on the part of the Company, in the case of a termination by an Investor, which breach shall not have been cured, in the case of a representation or warranty, prior to such Closing or, in the case of a covenant or agreement, within five (5) business days following receipt by the breaching party of notice of such breach, or (B) any permanent injunction or other order of a court or other competent authority preventing the consummation of the transactions contemplated hereby shall have become final and non-appealable, or (iii) due to rescission by an Investor within three (3) days after such Investor's delivery of the Purchase Price to the Company; *provided, however*, that the right to terminate this Agreement pursuant to this Section 8.1 shall not be available to any party whose failure to fulfill any obligation under this Agreement has been the cause of, or resulted in, the failure of the consummation of the transactions contemplated hereby to have occurred.

8.2 Effect of Termination.

In the event of a termination of this Agreement by either an Investor or the Company as provided in Section 8.1, written notice thereof shall be given by a party so terminating to the other party and this Agreement shall forthwith become void, except that nothing in this Section 8.2 shall release any party from liability for any breach of this Agreement prior to such termination.

RTICLE IX

MISCELLANEOUS

9.1 No Third Party Beneficiaries

Except as expressly provided herein, this Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns, personal representatives, heirs, and estates, as the case may be.

9.2 Entire Agreement

This Agreement and the Articles of Amendment constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties hereto, written or oral, that may have related in any way to the subject matter of this Agreement, including, without limitation, any letter of intent dated as of or prior to the date hereof, between the Company and the Investors.

9.3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Investors. An Investor may assign this Agreement and its any rights or interests hereunder without any prior consent.

9.4 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile.

9.5 Notices

All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied, sent by nationally recognized overnight courier, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties hereto at the following addresses (or at such other address for a party as shall be specified by like notice):

If to an Investor: To the address and fax printed on the signature pages hereto.

If to the Company: Cleartronic, Inc.
8000 North Federal Highway
Boca Raton, Florida 33487
Facsimile: (561) 953-5073
Attention: Larry Reid

with a copy to:

All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such delivery, (iii) in the case of delivery by nationally recognized overnight courier, on the third business day following dispatch, and (iv) in the case of mailing, on the seventh business day following such mailing.

9.6 Governing Law

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF FLORIDA TO BE APPLIED.

9.7 Amendments and Waivers; Investors' Consent

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Company and the Investors. No waiver by any party hereto of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.8 Incorporation of Schedules and Exhibits

The schedules and exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

9.9 Construction

Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party hereto.

9.10 Interpretation

Accounting terms used but not otherwise defined herein shall have the meanings given to them under GAAP. As used in this Agreement (including all schedules, exhibits, and amendments hereto), the masculine, feminine, and neuter gender, and the singular or plural number shall be deemed to include the others whenever the context so requires. References to Articles and Sections refer to articles and sections of this Agreement. Similarly, references to schedules and exhibits refer to schedules and exhibits, respectively, attached to this Agreement. Unless the content requires otherwise, words such as "hereby," "herein," "hereinafter," "hereof," "hereto," "hereunder," and words of like import refer to this Agreement. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 Severability

It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

9.12 Arbitration

Any dispute arising under or in connection with any matter of any nature (whether sounding in contract or tort) relating to or arising out of this Agreement shall be resolved exclusively by arbitration.

The arbitration shall be in conformity with and subject to the applicable rules and procedures of the American Arbitration Association. Any arbitration shall incorporate Chapter 682 of Title XXXIX of the Florida Statutes with respect to discovery matters. All parties agree to be (1) subject to the jurisdiction and venue of the arbitration in Palm Beach County, State of Florida, (2) bound by the decision of the arbitrator as the final decision with respect to the dispute, and (3) subject to the jurisdiction of the Superior Court of the State of Florida for the purpose of confirmation and enforcement of any award.

[*Signature Pages Follow*]

[*Signature Page of the Company*]

IN WITNESS WHEREOF, the Company has executed this Subscription Agreement as of the date first above written.

THE COMPANY:

CLEARTRONIC, INC.

By: /s/ Larry Reid
Larry Reid
President and Chief Executive Officer

[*Signature Pages of Investors Follows*]

IN WITNESS WHEREOF, the undersigned Investors have executed this Subscription Agreement as of the date first above written.

INVESTOR:

Name: Donald M. Coblentz

Signature of Authorized Signatory: /s/ Donald M. Coblentz

Tax ID Number: 264-19-6474

Address and Fax Number for Notice:

1907 Coral Reef Drive
Pompano Beach, FL 33062

Subscription Amount: $59,608.62

Shares of Series D Preferred: 119,217

Exhibit: 10.4

COLLABRIA LLC
SOFTWARE LICENSE AGREEMENT

This Software as a Service License Agreement ("Agreement") between Collabria LLC ("Collabria") and Cleartronic, Inc., Inc. ("CLRI"), entered into as of the Effective Date identified in Schedule A, governs CLRI's licensed rights to use, reproduce, market and license access to COLLABRIA's ReadyOP software as a service (the "Service") and related products and documentation proprietary to COLLABRIA, and consists of the following:

This Signature Page

Schedule A as Amended– Scope, General Terms and License Fees

Schedule B – Territory

Schedule C – Standard Terms and Conditions

Appendix I to Schedule C – ReadyOp License Agreement

Appendix II to Schedule C – End User License Agreement

Schedule D as Amended – Consideration for Licensed Products and Schedule of Royalty Fees

Schedule E – Licensed Marks

Schedule F – CLRI Administrative & Billing Contact

1. COLLABRIA Address and Contact:
   Collabria LLC
   Attn: Marc Moore
   1211 North Westshore
   Suite 401
   Tampa, FL 33607
   Tel.: +1 (813) 289-7620
   Fax: +1 813

1. CLRI Address and Contact:
   Cleartronic, Inc.
   Attn: Larry M. Reid
   8000 N Federal Hwy
   Suite 100
   Boca Raton, FL 33487
   Tel.: 561-939-3300
   Fax: 561-953-5073

By signing below, the parties acknowledge that they agree with the terms and conditions of this Agreement, and each signatory represents and certifies that he is authorized to sign on behalf of his respective party and bind it to all of the terms and conditions of this Agreement:

Collabria LLC	**Cleartronic, Inc.**
By: /s/ Marc Moore	By: /s/ Larry M. Reid
Printed Name: Marc Moore	Printed Name: Larry M. Reid
Title: CEO	Title: President & CEO
Date: 3/31/15	Date: 3/31/15

AMENDMENT 1 TO SCHEDULE A

SCOPE, GENERAL TERMS AND LICENSE FEES

1. EFFECTIVE DATE

August 15, 2014

2. LICENSED PRODUCT(S)

The Licensed Product(s) are identified in Schedule D.

3. LICENSED MARKS

The Licensed Marks are identified in Schedule E.

4. TERRITORY

The Territory of applicability for this Agreement is identified in Schedule B.

5. LICENSE TERM

The initial term of this Agreement is five years from the Effective Date, subject to terms governing termination and renewal as set forth in Schedule C.

6. LICENSE FEES

The License Fees are set forth in Schedule D.

7. Master Distribution Agreement

Effective as of the date of this Amendment, Cleartronic, Inc. and its wholly owned subsidiary will be the primary marketing agents for ReadyOp software. All sales generated by Collabria LLC, its agents and ReadyOp Communications, Inc. will be billed through ReadyOp Communications, Inc. and ReadyOp Communications, Inc. is responsible for all sales and marketing expenses associated with those sales.

8. Support Services

ReadyOp Communications will be responsible for all Level I support (basic technical support) and Collabria LLC will be responsible for all Level II support (Source code issues, network issues, etc.).

COLLABRIA LLC
SOFTWARE LICENSE AGREEMENT

SCHEDULE B
TERRITORY

1. MARKETS

CLRI is authorized to sell the Service into the following markets and market segments:

Small, Medium & Large Business

Small, Medium & Large Municipalities

Small, Medium & Large Government Agencies

2. GEOGRAPHY

2.1 Authorized Geographic Areas. CLRI is authorized to sell the Service into the following geographic areas:

Worldwide

2.2 Limitations. Based on the limited laws to adequately protect the intellectual property of COLLABRIA Products, CLRI will distribute Licensed Products in accordance with the restrictions imposed by the Bureau of Industry and Security (BIS) of the U.S. Dept. of Commerce (www.bxa.doc.gov). Additionally, CLRI agrees to not market, sell or otherwise introduce COLLABRIA Products in any country outside of the United States without first receiving specific written approval for each country on a by-country basis from an authorized corporate officer of COLLABRIA.

This schedule may be modified per agreement of both parties.

SCHEDULE C
STANDARD TERMS AND CONDITIONS

The following standard terms and conditions apply:

1 DEFINITIONS. For purposes of this Agreement, the following definitions apply to the respective terms:

1.1 "**Agreement**" means this Agreement, consisting of the Signature Page, Schedules A through F, Appendix I to Schedule C, and any additional documents attached and initialed by the parties.

1.2 The terms "**buy", "purchase", "sale", "sell"** and other similar terms, when used in connection with the license of access to the Licensed Product(s) shall mean the granting of a license or sublicense and shall not be deemed for any purpose to mean a transfer of title or other rights of ownership in the Licensed Product(s), other than the rights specifically set out in this Agreement or in applicable End User License Agreements.

1.3 **"Confidential Information"** means all business, marketing and technical information of each party considered by each to be trade secrets or otherwise valuable proprietary information, designated or marked as such by either party, or orally disclosed by one party to the other party as proprietary and followed by a written notice of such designation within thirty (30) days of the oral disclosure indicating the information was confidential. Confidential Information shall not include information that (i) is now or later becomes publicly known (other than as a result of a breach of this Agreement); (ii) is independently developed by the receiving party; (iii) the receiving party lawfully obtains from any third party without restrictions on use or disclosure; or (iv) is required to be disclosed pursuant to court order or operation of law.

1.4 **"Derivative Works**" means a revision, modification, translation, abridgment, condensation or expansion of the Software or Documentation or any form in which the Software or Documentation may be recast, transferred, or adapted, which, if prepared without COLLABRIA's consent, would be a copyright infringement.

1.5 **"Documentation"** means those software user manuals, reference manuals and installation guides, or portions thereof (if any), which are distributed in conjunction with the Software, identified in Schedule D.

1.6 **"End User"** means a person or entity that subscribes to the Service for Internal Use.

1.7 **"End User License Agreement"** means the agreement between COLLABRIA and an End User to subscribe to the Service, a form of which is attached hereto as Appendix I.

1.8 **"COLLABRIA Intellectual Property"** means the Licensed Product(s), the Marks and any intellectual property right associated therewith.

1.9 **"Internal Use"** means use for purposes that do not directly produce revenue for the user.

1.10 **"Licensed Product(s)"** means the Software and Documentation identified in Schedule D. COLLABRIA reserves the right at any time to make changes to any Licensed Product(s), including without limitation changes required (i) for security or (ii) to facilitate performance.

1.11 **"Marks"** means the COLLABRIA trademarks, trade names, service marks, logos, designs and insignias, as well as any third-party marks licensed to COLLABRIA that COLLABRIA has a right to sublicense, as identified in Schedule E.

1.12 **"Software"** means the software developed and maintained by COLLABRIA which makes available the Licensed Product(s) solely for access and use by End Users.

1.13 **"Territory"** means the market and geographical restrictions set forth in Schedule B.

1.14 **"Software"** means the computer programs, including (binary) object code, identified in Schedule D.

1.15 **Licensed Product(s)**. COLLABRIA hereby grants to CLRI a nonexclusive and nontransferable right and license to (i) market and license access to the Licensed Product(s) within the Territory directly to End Users solely as a part of the Service offering. CLRI shall have no rights to use, copy, market, distribute, sublicense or sell the Licensed Product(s) other than in connection with the Software, either on a stand-alone basis or bundled with or embedded in any other product. CLRI may not sublicense the Licensed Products to any third party who intends to offer the Licensed Products as software to End Users.

1.16 **Trademarks**. COLLABRIA hereby grants to CLRI the nonexclusive and nontransferable right and license to use and display the Marks solely in connection with and only to the extent reasonably necessary for the marketing, license of access to and support of the Service during the term of this Agreement, provided that any such use and display shall comply with COLLABRIA's then current trademark usage policies identified in Schedule E.

1.17 **Third-Party License**. If all or any part of the Licensed Product(s) delivered to CLRI has been licensed to COLLABRIA by a third-party software supplier, then CLRI is granted a sublicense to the third-party software subject to the same terms and conditions as those contained in the agreement between COLLABRIA and such third-party software supplier.

1.18 **Product Modification.** CLRI shall have no rights directly or indirectly to (i) decompile, reverse engineer, disassemble, modify or perform any similar type of operation on the Licensed Product(s), or any portion thereof, or (ii) prepare any other form of Derivative Works. CLRI hereby irrevocably assigns to COLLABRIA all right, title, and interest in and to all Derivative Works, whether or not authorized by COLLABRIA.

1.19 **Limitations**. Notwithstanding any of the foregoing, CLRI is prohibited from marketing and licensing access to the Service in any country where the proprietary rights of CLRI and its third-party licensors in the Licensed Product(s) would not be recognized or would not be protected under the laws of such country. The list of countries where such distribution is prohibited is included in Schedule B.

1.20 **Reservation of Rights**. COLLABRIA reserves all rights not expressly granted under this Agreement, including, but not limited to, the rights to market, sublicense, sell and distribute the Licensed Product(s) to application service providers and End Users directly or indirectly through its distribution channels. Without limiting the generality of the foregoing, CLRI shall have no right to license access to the Licensed Product(s) except to End Users for Internal Use in connection with the Software as expressly set forth herein.

2 PRICING, PAYMENT, REPORTS AND RECORDS

2.1 **Pricing and License Fees**. CLRI shall pay to COLLABRIA the License Fees set out in Schedule D as required therein, exclusive of all applicable taxes.

2.2 **Taxes**. CLRI agrees to pay all taxes associated with the marketing and licensing of access to the Software, including but not limited to sales, use, excise, added value and similar taxes and all customs, duties or governmental impositions, but excluding taxes on COLLABRIA's net income. Any tax or duty COLLABRIA may be required to collect or pay upon the marketing or licensing of access to the Service shall be paid by CLRI, and such sums shall be due and payable to CLRI

2.3 upon delivery. If CLRI claims a tax exemption, CLRI must provide COLLABRIA with valid tax exemption certificates.

2.4 **Payment and Reporting**. CLRI is required to submit to COLLABRIA a monthly sales report no later than fifteen days after the last day of the previous calendar month together with payment for the amounts due COLLABRIA. The report will detail (i) the customer, (ii) the quantity and retail price of Licensed Products (as described in Schedule D) that are subscribed to by said customer, (iii) the calculation of fees, costs, and any other amounts payable by End Users with respect to each subscription, and (v) the total amounts due to COLLABRIA based on said report. CLRI agrees to make available other information that may be requested by COLLABRIA.

2.5 **Interest.** Interest shall accrue on any unpaid payment or payment balance at an annual rate of 1.5% per month, or, if lower, at the highest lawful rate, calculated from the date the payment is due to the date it is received by COLLABRIA.

2.6 **Record Keeping.** CLRI shall at all times maintain accurate and current written records of CLRI's marketing and licensing activities related to the Service, including, but not limited to, subscription figures, end-user feedback, and any other information as to which record keeping may be requested by COLLABRIA after the date hereof. The records shall be adequate to determine CLRI's compliance with this Agreement and the sums due to COLLABRIA. The records shall conform in accordance with good data processing practice commonly accepted in the industry.

2.7 **Records Examinations**. CLRI agrees to allow COLLABRIA to examine CLRI's records to monitor CLRI's compliance with this Agreement. Any examination will be conducted only by an authorized representative of COLLABRIA, and will occur during regular business hours at CLRI's offices and will not interfere unreasonably with CLRI's business activities. Examinations will be made no more frequently than quarterly, and COLLABRIA will give CLRI no less than fifteen (15) business days prior written notice of the date of the examination and the name of the COLLABRIA authorized representative who will be conducting the examination ("Examiner"). The audit will be conducted at COLLABRIA' expense unless the results of such audit establish that inaccuracies in the monthly reports have resulted in underpayment to COLLABRIA of more than 10% of the amount due in any month, in which case CLRI shall bear the expenses of the audit. Examiner's activities shall be subject to a non-disclosure agreement between Examiner and CLRI. Examiner will give CLRI and COLLABRIA an examination report containing only the information necessary to indicate compliance or non-compliance with this Agreement.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 **Acknowledgment of COLLABRIA's Rights**. For purposes of this Agreement, and with the exception only of those elements (if any) of the Licensed Product(s) that COLLABRIA specifically identifies and designates as third-party software, CLRI acknowledges and confirms COLLABRIA's exclusive worldwide rights in, and the validity of, the COLLABRIA Intellectual Property. CLRI agrees not to challenge or otherwise to interfere with COLLABRIA's use and ownership of the COLLABRIA Intellectual Property. CLRI agrees not to use, employ or attempt to register any trademarks, trade names, service marks, logos, designs or insignias that are similar to, or likely to be confusing with, the Marks. Title to the Licensed Product(s) is vested and shall remain in COLLABRIA, or, as applicable, in such third party from whom COLLABRIA holds rights of license and distribution, and title does not pass with any license under this Agreement.

3.2 **End User License Agreements**. CLRI agrees to exercise commercially reasonable efforts to ensure that each End User understands, and agrees to be bound by, an appropriate End User License Agreement that is no less restrictive in its application to the Service and the Licensed Product(s) than the then-current form of COLLABRIA's End User License Agreement, the most current version of which is attached as Appendix I hereto.

3.3 **CLRI's Waiver of Rights. CLRI** further acknowledges that it has no rights of any kind anywhere in the world in any COLLABRIA Intellectual Property other than those limited rights granted by this Agreement. Accordingly, CLRI waives (a) all claims of any right by CLRI in any COLLABRIA Intellectual Property and (b) the right, if any, to file or own in its own name or in that of any designee, any application for registration of any trademark, copyright, patent, industrial design, trade secret or other intellectual property which forms part of any COLLABRIA Intellectual Property, or to own any registration or patent resulting therefrom. In the event CLRI, in any jurisdiction of the world, files such an application or obtains such a patent or registration in violation of this provision, such application, registration or patent shall be deemed held in trust by CLRI for COLLABRIA and shall be assigned by CLRI to COLLABRIA without conditions and upon demand by COLLABRIA.

3.4 **Preservation and Security of Proprietary Information**. CLRI shall not sell, assign, lease, license, transfer or otherwise disclose the Licensed Product(s) except as expressly authorized by this Agreement. CLRI shall safeguard the Service and any and all copies of the Licensed Product(s) against unauthorized disclosure, reproduction or tampering, and shall assist COLLABRIA in the enforcement of COLLABRIA's rights in the event of unauthorized disclosure by any person under CLRI's control or service. CLRI shall also ensure that COLLABRIA's copyright, trademark and patent notices, which may from time to time be updated, are prominently displayed in the Service and on all copies of the Licensed Product(s) and all documentation containing or regarding the Service or the Licensed Product(s). CLRI shall not remove or obscure any copyright, trademark, patent or other proprietary rights notice already present on any of the Licensed Product(s) or Documentation. The notice of COLLABRIA's intellectual property rights contained in the Service and in each Licensed Product shall read as follows: "Licensed Software, Copyright © 2014 Collabria LLC, all rights reserved."

3.5 **Right to Inspect Materials Incorporating the Marks**. At COLLABRIA's request, CLRI shall provide COLLABRIA with samples of all materials, whether electronic, physical or otherwise, used by CLRI that contain and/or incorporate the Marks.

3.6 **Goodwill**. To protect and preserve the reputation and goodwill of COLLABRIA and of the Licensed Product(s), CLRI shall (1) avoid deceptive, misleading or unethical practices that are or might be detrimental to COLLABRIA, the Licensed Product(s), the Service or the public, including any disparagement of COLLABRIA, the Licensed Product(s) or the Service; (2) make no false or misleading representations with regard to COLLABRIA, the Licensed Product(s) or the Service; (3) refrain from publishing or employing any misleading or deceptive advertising material reflecting upon COLLABRIA, the Licensed Product(s) or the Service; and (4) refrain from making any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Service or the Software that are inconsistent with the Documentation and marketing literature distributed by COLLABRIA, including all warranties and disclaimers contained in such literature.

3.7 **Third-Party Requirements**. In the event that COLLABRIA is required by a third-party software supplier to cease and to cause its licensees to cease use, reproduction and distribution of a particular version of the Licensed Product(s), CLRI agrees to comply accordingly.

4 CONFIDENTIAL INFORMATION. CLRI shall not use or disclose any Confidential Information supplied by COLLABRIA relating to the Licensed Product(s) except as authorized in writing by COLLABRIA in advance of such disclosure and shall safeguard all Confidential Information provided by COLLABRIA to CLRI under this Agreement in the same or more restrictive manner as CLRI safeguards its own Confidential Information. In the event CLRI is required to disclose COLLABRIA's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, CLRI will (i) notify COLLABRIA of the legal process, and allow COLLABRIA to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (ii) cooperate fully with COLLABRIA in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection

5. against disclosure is not obtained, CLRI will be entitled to disclose the Confidential Information, but only to the extent necessary to legally comply with such compelled disclosure.

6. LIMITED WARRANTIES. COLLABRIA provides, to End Users only, the express warranties contained in the applicable End User License Agreement accompanying the Service. CLRI is responsible for providing a copy of the applicable End User License Agreement to End Users for their review and acknowledgement before such End Users first access the Service. COLLABRIA does not warrant non-COLLABRIA products, which are provided by COLLABRIA on an "AS IS" basis. Any warranty service for non-COLLABRIA products will be provided by the manufacturer of the products in accordance with the applicable manufacturer's warranty.

EXCEPT AS SET FORTH IN THIS SECTION 6, COLLABRIA

EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. INDEMNIFICATION

7.1 **By COLLABRIA**.

7.1.1 **Indemnification Obligations**. Subject to the terms and conditions of this Agreement, COLLABRIA agrees to defend, indemnify and hold CLRI harmless from damages, liabilities, costs and expenses resulting from any and all legal actions brought against CLRI by a third party charging or alleging that a Licensed Product or Mark infringes any United States patent, copyright or trademark; provided that: (a) CLRI gives COLLABRIA prompt written notice of any such legal action; (b) COLLABRIA is given immediate and complete control over the defense and/or settlement of any such legal action; and (c) CLRI fully cooperates with COLLABRIA in the defense of any such legal action and all related settlement negotiations. CLRI shall permit COLLABRIA, at COLLABRIA's sole discretion, to either (a) replace or modify any Licensed Product(s) or Marks affected so as to avoid infringement; or (b) procure the right, at COLLABRIA's expense, for CLRI to use and market the Licensed Product(s) or Marks.

7.1.2 **Exceptions**. Notwithstanding anything contained in this Agreement to the contrary, COLLABRIA shall have no liability and no obligations for any infringement based on: (a) use, sale or distribution of other than the two latest releases of the Licensed Product(s); (b) modification of the Licensed Product(s) by any party other than COLLABRIA; (c) the combination or use of the Licensed Product(s) with any other computer program, equipment, product, device, item or process not furnished by COLLABRIA, if such infringement would have been avoided by the use of the Licensed Product(s) alone and in their current unmodified form; (d) other acts of COLLABRIA which give rise to such claim and are beyond COLLABRIA's direct control; (e) a legal action brought by a third party who is an affiliate of CLRI; or (f) any infringement that is known or suspected by the CLRI as of the date CLRI orders the Licensed Product(s) from COLLABRIA.

7.1.3 **Limitation.** COLLABRIA's total obligation to CLRI under this Section 6.1 regarding any and all infringement legal actions shall not exceed the amount paid by CLRI to COLLABRIA during the previous twelve (12) months for the Licensed Product(s) giving rise to such claims.

THE ABOVE STATES THE ENTIRE LIABILITY OF COLLABRIA WITH RESPECT TO INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR ANY OTHER FORM OF INTELLECTUAL PROPERTY RIGHT BY ANY PRODUCT SUPPLIED BY COLLABRIA.

7.2 **By CLRI**. CLRI agrees to defend, indemnify and hold COLLABRIA and its officers, directors, shareholders, employees and agents harmless from damages, liabilities, costs and expenses resulting from any and all legal actions brought against COLLABRIA by a third party arising or

resulting from, or related to, activities by CLRI under this Agreement or otherwise respecting the Licensed Product(s) or Marks, including but not limited to: (i) CLRI's use, marketing or license of access to the Service, Licensed Product(s) or Marks; (ii) any unauthorized representation, warranty or agreement, express or implied, made by CLRI with respect to the Service or Licensed Product(s); or (iii) any violation of laws or regulations, including export and import control laws and regulations, relating to the marketing or license of access to the Service or Licensed Product(s), provided that: (a) COLLABRIA gives CLRI prompt written notice of any such legal action; (b) CLRI is given immediate and complete control over the defense and/or settlement of any such legal action; and (c) COLLABRIA fully cooperates with CLRI in the defense of any such legal action and all related settlement negotiations.

7.3 **General Condition to Indemnity Rights**. If an indemnified party herein desires to have separate legal counsel in any such action, such party shall be responsible for the costs and fees associated therewith.

8. LIMITATION OF LIABILITY. SUBJECT TO SECTION 6 ABOVE, IN NO EVENT SHALL COLLABRIA BE LIABLE FOR ANY COSTS, LOSS, DAMAGES OR LOST OPPORTUNITY OF ANY TYPE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST OR ANTICIPATED PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT OR ANY OTHER RELATED AGREEMENT, REGARDLESS OF WHETHER COLLABRIA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COLLABRIA's liability for direct damages for any cause whatsoever, and regardless of the form of action, shall not exceed the amount received by COLLABRIA from CLRI during the previous twelve (12) months for the Licensed Product(s) giving rise to such claim..

9. TERM AND TERMINATION

9.1 **Term and Extensions.** The initial term hereof shall be set forth in Schedule A. Unless earlier terminated for breach as provided herein, or unless either party notifies the other in writing, not later than three (3) calendar months prior to expiration of the initial term, of its intention to terminate the Agreement upon said expiration, this Agreement shall automatically renew at the end of the initial term for successive twelve (12) month terms. Either party may notify the other in writing of its intention to terminate this Agreement not later than three (3) calendar months prior to the expiration of any successive term.

9.2 **Termination for Cause.** Either party may terminate this Agreement upon the breach by the other party of a material term hereof. The terminating party will first give the other party written notice of the breach and sixty (60) calendar days in which to cure the alleged breach. If a cure is not achieved during the cure period, then the non-breaching party may terminate this Agreement upon written notice.

9.3 **Termination by COLLABRIA**. Notwithstanding Section 9.1 hereof, COLLABRIA may terminate this Agreement if CLRI fails to meet its payment obligations under this Agreement and this failure continues for thirty (30) calendar days following receipt of written notice and demand from CLRI.

9.4 **Insolvency, Assignment, or Bankruptcy**. Either party may, at its option, immediately terminate this Agreement upon written notice to the other party if the other party (i) admits in writing its inability to pay its debts generally as they become due; (ii) makes a general assignment for the benefit of creditors; (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seeks reorganization under any bankruptcy act or consents to the filing of a petition seeking such reorganization; or (vi) is the subject of a decree by a court of competent jurisdiction appointing a receiver, liquidator, trustee or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or providing for the liquidation of such party's property or business affairs.

9.5 **Acceleration of Payment**. Upon termination of this Agreement by COLLABRIA under Section 9.1, 9,2, or 9.3 hereof, the due dates of all outstanding invoices to CLRI for Licensed Product(s) will automatically be accelerated so that they become due and payable on the effective date of termination, even if different terms had been previously granted or allowed.

9.6 **Effect of Termination on Obligations**. Provided that CLRI fulfills its obligations specified in this Agreement with respect to such items, CLRI may continue to use and retain copies of the Licensed Product(s) to support and maintain the Service to the extent rightfully provided to End Users, directly or indirectly, by CLRI prior to termination of this Agreement for the duration of any End User Service subscriptions then in effect, provided, however, that COLLABRIA shall have received payment of License Fees and other fees owing from CLRI therefor.

9.7 **Survival of Terms**. Termination of this Agreement shall not relieve either party of any obligations arising under this Agreement prior to the date of termination. Any provisions of this Agreement that by their nature extend beyond the termination of this Agreement, including specifically, without limitation, obligations owing under Sections 1.18, 1.19, 1.21, 1.22, 2, 3, 4, 5, 6, 7, 9 and 10 hereof, will survive and remain in effect until all obligations are satisfied.

10. GENERAL PROVISIONS

10.1 **Public Announcements and Promotional Materials**. COLLABRIA and CLRI shall cooperate with each other either to issue a joint press release and/or to enable each party to issue and post to its website an announcement concerning this Agreement, provided that each party approve any such press announcement prior to its release. Any separate release shall be subject to approval by both parties prior to publication of such release. COLLABRIA shall have the right to use CLRI's name as a customer reference only with written approval by CLRI.

10.2 **Force Majeure**. If either party is prevented from performing any portion of this Agreement (except the payment of money) by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, inability to obtain materials or services or acts of God, such defaulting party will be excused from performance for the period of the delay and for a reasonable time thereafter.

10.3 **Dispute Resolution**. The parties agree to attempt in good faith to resolve all disputes arising between them first through expedited mediation (not to exceed 48 hours from the receipt by a party of the notice described below) and, if mediation is not successful, through negotiated settlement or court action. Neither party shall file a lawsuit until the mediation has been completed, except that in the event that the actions of one party will cause or are causing the other immediate irreparable injury requiring temporary injunctive relief and the other party is unwilling to suspend its planned or existing activity to allow for expedited mediation, the aggrieved party may file suit and seek such temporary injunctive relief in a court with jurisdiction over the subject matter of the dispute. Dispute resolution under this section shall be triggered by one party's service upon the other of a written notice and request to mediate, identifying the subject matter of the dispute and the nature of the relief sought. Unless otherwise agreed in writing at the time of mediation, mediation shall be conducted through and under the mediation rules of the American Arbitration Association.

10.4 **Limitation of Actions**. No action arising or resulting from this Agreement, regardless of its form, may be brought by either party more than two (2) years after termination of this Agreement.

10.5 **Third-Party Claims**. Neither party shall be liable for any claim by the other based on any third-party claim, except as stated in Section 7 of this Agreement.

10.6 **Choice of Law/Jurisdiction**. This Agreement will in all respects be governed by and construed in accordance with the laws of the state of Florida, without regard to choice of law provisions, and will not be construed in accordance with or governed by the United Nations Convention for International Sales of Goods.

10.7 **Attorneys' Fees**. If either COLLABRIA or CLRI employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

10.8 **Waiver**. No waiver of any right or remedy on one occasion by either party will be deemed a waiver of that right or remedy on any other occasion.

10.9 **Superior Agreement.** This Agreement will not be supplemented or modified by any course of dealing or usage of trade. Variance from or addition to the terms and conditions of this Agreement in any written notification from CLRI will be of no effect, unless otherwise expressly provided for in this Agreement.

10.10 **Assignment**. This Agreement is not assignable by CLRI, in whole or in part, without COLLABRIA's prior written consent. COLLABRIA will not unreasonably withhold consent to an assignment of this Agreement or any part of this Agreement to a parent, subsidiary or affiliate of CLRI, provided that such entity is at least as capable as CLRI of satisfying CLRI's responsibilities hereunder. Any attempted assignment without COLLABRIA's written consent will be null and void.

10.11 **Notice**. Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, (iii) overnight mail, addressed and sent to the address indicated on the Signature Page, to the attention of the person designated as the responsible representative or to that person's successor, or (iv) by facsimile appropriately directed to the attention of the person designated as the responsible representative or to that person's successor.

10.12 **Severability**. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.13 **Independent Contractors**. Each party acknowledges that the parties to this Agreement are independent contractors and that it will not, except in accordance with this Agreement, represent itself as an agent or legal representative of the other.

10.14 **No Third-Party Contracts or Obligations**. COLLABRIA shall not be deemed a party to any contractual arrangement between CLRI and any third party. None of the promises, covenants and undertakings COLLABRIA makes in this Agreement is intended to create a right or benefit enforceable by a third party. CLRI is not, and shall not hold itself out to be COLLABRIA's legal representative or permanent establishment, nor shall CLRI purport to create or assume any obligations or responsibility on COLLABRIA's behalf. Any such purported obligation or responsibility shall be void.

10.15 **No Partnership or Joint Venture.** Neither this Agreement nor any course of conduct between the parties hereunder shall constitute or create a partnership, joint venture, principal-agent relationship or employer-employee relationship between the parties.

10.16 **Compliance with Laws**. Each party represents and warrants that it shall comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies, including all laws, rules and regulations affecting or governing exports, in its performance under this Agreement.

10.17 **Government Rights**. CLRI agrees (i) to identify the Licensed Product(s) in all proposals and agreements with the United States Government or any contractor for the United States Government; and (ii) to identify or to mark the software products provided pursuant to any agreement with the United States Government or any contractor for the United States Government as necessary to obtain protection substantially equivalent to that afforded commercial computer software and related documentation developed at private expense and

provided with Restricted Rights as defined in DFARS 48 C.F.R. 252.227-7013(c)(1)(ii) or 48 C.F.R. 52.227-19, as applicable, or any successor regulations.

10.18 **Headings**. The headings provided in this Agreement are for convenience only and will not be used in interpreting or construing this Agreement.

10.19 **Counterparts**. This Agreement may be executed in two counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same document.

10.20 **Scope of Agreement**. Each of the parties hereto acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of agreement regarding the subject matter and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the parties relating thereto.

10.21 **Amendment**. This Agreement may be amended only by a writing that refers specifically to this Agreement, signed by authorized representatives of both parties.

* * * END OF STANDARD TERMS AND CONDITIONS * * *

COLLABRIA LLC
SOFTWARE LICENSE AGREEMENT

APPENDIX I TO SCHEDULE C
READYOP LICENSE AGREEMENT

ReadyOp™ is a secure web-based application that integrates multiple databases and a communications platform to support planning, response, command and communications for client organizations. ReadyOp is the sole property of Collabria LLC ("Collabria") and is licensed to CLRI. ReadyOp is offered as a licensed service for use only under the terms of this license. CLRI and Collabria LLC, the license provider, reserves all rights not expressly granted in this Agreement.

Client Organization: _____ Planned Number of Users: _____

Payment Received Date: _____ ReadyOp Service Start Date: _____

1. Upon receipt of payment from your organization, CLRI will hereby grant license to your organization to use ReadyOp for the period of one year or as otherwise agreed between your organization and CLRI. You agree that any use of ReadyOp by any users in your organization must be in accordance with the ReadyOp End User License Agreement. A copy of the ReadyOp End User License Agreement is included below.

2. Our Responsibilities. We shall: (i) provide our basic support for ReadyOp to You at no additional charge, (ii) use commercially reasonable efforts to make ReadyOp available 24 hours a day, 7 days a week, and (iii) provide ReadyOp only in accordance with applicable laws and government regulations.

3. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

5. CLRI and Collabria will provide your organization with the ability to create secure login credentials for the ReadyOp site for your organization. You agree to maintain the security and confidentiality of all ReadyOp login credentials. You will be granted a maximum number of annual User Licenses per your payment and agreement with Collabria. If your organization grants licenses in excess of the maximum number paid for by You, You agree to pay to CLRI within 30 days the amount as specified in Quote for Services offered to You by CLRI.

6. ReadyOp is an Internet-based service. As such, CLRI and Collabria cannot and does not guarantee access at all times to ReadyOp. CLRI and Collabria LLC will endeavor to have the ReadyOp platform operational and accessible at all times; however, as the website is accessed via the Internet and public cmmunications systems, CLRI and Collabria LLC cannot and do not guarantee access to the ReadyOp site at all times by all users. Likewise, CLRI and Collabria cannot and do not guarantee absolute security of its platform or of your data stored at the ReadyOp website. We will do our best to secure both the ReadyOp site and your data, but we cannot guarantee success against current and future cyber attacks or other attacks by individuals outside CLRI and Collabria.

7. The commencement date for your annual service will be the date when CLRI and Collabria provide the login credentials to you for your ReadyOp site unless otherwise agreed between CLRI and Collabria and You. The ReadyOp annual service may be renewed by payment of the annual service amount at any time prior the end of the one year period.

We want you and your organization to enjoy the use of ReadyOp and to employ its capabilities to support your organization and its activities. Our goal is to provide ReadyOp to you as an effective and efficient tool for your use. Please contact us if you experience any issues or have any questions. We will endeavor to do our best to support you and the authorized ReadyOp users in your organization.

For Cleartronic, Inc.: For Client Organization:

_____ _____

Date: _____ Date: _____

APPENDIX II TO SCHEDULE C

END USER LICENSE AGREEMENT

IMPORTANT – READ BEFORE USING THE SERVICE

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING OR USING THE ACCOMPANYING HOSTED SOFTWARE, THE USE OF WHICH IS LICENSED FOR USE ONLY AS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. IF YOU USE ANY PART OF THE SOFTWARE, SUCH USE WILL INDICATE THAT YOU ACCEPT THESE TERMS.

ReadyOp End User License Agreement

ReadyOp is the sole property of Collabria LLC ("Collabria"). ReadyOp is offered to you as a licensed service for use only under the terms of this license. ReadyOp has not and will not be not sold to You. Collabria LLC, the license provider, reserves all rights not expressly granted to You. ReadyOp is referred to in this License Agreement as ReadyOp or the "Licensed Application."

1. Scope of License: This license granted to You for ReadyOp by Collabria LLC is a non-transferable license to use ReadyOp on any computer device You own or control. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of ReadyOp, any updates, or any part thereof. Any attempt to do so is a violation of the rights of Collabria LLC. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by Collabria that replace and/or supplement ReadyOp, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

2. Termination. The license is effective until terminated by You or Collabria. Your rights under this license will terminate automatically without notice from Collabria if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of ReadyOp.

3. Services. Third Party Materials. ReadyOp may enable access to Collabria's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that Collabria shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that Collabria is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Collabria does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or

services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Collabria, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. You agree to not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Collabria is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may not available in all languages or in all countries. Collabria LLC makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Collabria LLC, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Collabria be liable for the removal of or disabling of access to any such Services. Collabria may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

4. **NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF READYOP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, READYOP AND ANY SERVICES PERFORMED OR PROVIDED BY READYOP ("SERVICES") ARE PROVIDED "AS IS" AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COLLABRIA LLC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO READYOP AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLABRIA LLC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF READYOP, THAT THE FUNCTIONS CONTAINED IN READYOP, OR SERVICES PERFORMED OR PROVIDED BY, READYOP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF READYOP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN READYOP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COLLABRIA OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A**

WARRANTY. SHOULD READYOP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR

LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

5. Limitation of Liability. **TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL COLLABRIA BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE READYOP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF COLLABRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.** In no event shall Collabria's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars ($50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

6. You may not use or otherwise export or re-export ReadyOp except as authorized by United States law and the laws of the jurisdiction in which ReadyOp was obtained. In particular, but without limitation, ReadyOp may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using ReadyOp, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

7. The laws of the State of Florida, excluding its conflicts of law rules, govern this license and your use of ReadyOp. Your use of ReadyOp may also be subject to other local, state, national, or international laws.

#1

SCHEDULE D -- LICENSED PRODUCTS AND FEES

COLLABRIA STANDARD PRICE LIST AND MARGIN STRUCTURE FOR CLRI AND SUBSIDIARIES
(All Prices are in US Dollars)

Licensed Fees

These MSRP prices are based on Ready-Op 1.0 and subject to change with a 60 day notice. Any service agreements in place at the time of a price change will be grandfathered in at the old pricing through the term of each current agreement. ReadyOp Communications, Inc. or CLRI will pay Collabria a royalty as scheduled below for all products invoiced by ReadyOp Communications, Inc. or CLRI, (ReadyOp Communications, Inc. is a wholly owned subsidiary of CLRI).

Collabria Licensed Products	Suggested Selling Price	Royalty Due Collabria
ReadyOp Dashboard – includes a 25 seat licenses	$XXXXXX per dashboard per year	$XXXXXXXX
Additional seat licenses	$XXXXXX per 25 seats per year	$XXXXXXXX
ReadyOp Radio over IP Converter	$XXXXXXXXX	$XXXXXXXX

By signing below, the parties acknowledge that they agree with the terms and conditions of this Amendment to the Software as a Service License Agreement, executed on March 12, 2015, and each signatory represents and certifies that he or she is authorized to sign on behalf of his or her respective party and bind it to all of the terms and conditions of this Agreement:

COLLABRIA LLC	**CLEARTRONIC, INC. – READYOP, INC.**
By:/s/ Marc Moore	By: /s/ Larry M. Reid
Printed Name: Marc Moore	Printed Name: Larry M. Reid
Title: CEO	Title: President & CEO
Date: 3/31/15	Date: 3/31/15

COLLABRIA LLC
SOFTWARE LICENSE AGREEMENT

SCHEDULE E - LICENSED MARKS

COLLABRIA GENERAL TRADEMARK GUIDELINE

The purpose of these guidelines is to assist you in complying with the legal requirements of Collabria LLC (COLLABRIA) regarding trademark use.

General Trademark Guidelines

You may use Collabria LLC (COLLABRIA) trademarks (including logos or taglines) to identify COLLABRIA products, services, and programs on all marketing and sales collaterals (such as, but not limited to, price quotes, datasheets, presentations, brochures, advertising, tradeshow materials, websites) provided you adhere to the following guidelines:

1. You may not incorporate or include COLLABRIA trademarks in your company name, product name, domain name, or in the name of your service.
2. Your product name may not be confusingly similar to any of COLLABRIA's trademarks.
3. Your use may not be obscene or pornographic, and may not be disparaging, defamatory, or libelous to COLLABRIA, any of its products, or any other person or entity.
4. Your use may not directly or indirectly imply COLLABRIA's sponsorship, affiliation, or endorsement of your product or service.
5. Reference to the COLLABRIA trademark may not be the most prominent visual element on your product or service. Your company name and/or logo, your product or service name, and your graphics should be significantly larger than the reference to COLLABRIA's trademark.
6. If your use includes references to a COLLABRIA product, the full name of the product must be referenced at the first and most prominent mention (such as ReadyOp). When referencing any COLLABRIA trademarks, please mark with a ™ as indicated below.
7. You may not shorten or abbreviate any of COLLABRIA's trademarks. Always spell and capitalize COLLABRIA's trademarks exactly as they appear below.
8. These guidelines are provided for guidance only. COLLABRIA reserves the right to request revised wording depending upon the particular circumstances relating to a specific product.

Trademarks

The following list sets forth certain of the trademarks used by Collabria LLC. This list is subject to change at any time.

Logos

Unless you are licensed by Collabria LLC under a specific licensing program or agreement, use of COLLABRIA logos such as the COLLABRIA corporate logo and product logos are not allowed.

The following list sets forth certain of the logos used by Collabria LLC. This list is subject to change at any time.

COLLABRIA LLC
SOFTWARE LICENSE AGREEMENT

SCHEDULE F
CLRI Administrative & Billing Contact

Licensee: Cleartronic, Inc.

Contact Name: Larry M. Reid

Title: President & CEO

Contact Address: 8000 N Federal Hwy, Suite 100
Boca Raton, FL 33487

Telephone (office): 561-939-3300 Ext 143

Telephone (cell): 954-821-3560

Email address: lreid@voiceinterop.com