

# M E M B E R S H I P   A G R E E M E N T

This contract constitutes the entire Agreement between you, herein referred to as the "Member", and CHECKCARE SYSTEMS, herein referred to as the "Company" and sets forth the terms and conditions of your benefits.

If you have any questions concerning your benefits, do not hesitate to call us. We take pride in serving you and welcome your questions.

## STANDARD TUPPERWARE CONSULTANT AGREEMENT

<b>SERVICES PROVIDED:</b>	<input checked="" type="checkbox"/> Checkcare Standard Guarantee <input type="checkbox"/> Checkcare Premium Guarantee <input type="checkbox"/> Checkcare Plus™ Verification <input type="checkbox"/> RCK Required <input type="checkbox"/> RCC Addendum	<b>LOCATIONS/ ONE TIME FEES:</b>	NUMBER OF LOCATIONS	DOLLAR LIMIT PER TRANSACTION	ONE TIME FEE PER CONSULTANT	CTS FEE PER READER <small>(Checkcare Plus Only)</small>
	NA		\$ 75	\$ 15	NA	

<b>MEMBERSHIP FEES:</b>	CONVERSION/RCC FEE PER	INQUIRY RATE (%)	CHARGE PER TRANSACTION	MONTHLY FEE PER LOCATION	STATEMENT FEE	
	NA	NA	NA	NA	ACH/DRAFT	NON ACH/DRAFT
					NA	NA

<b>ACCOUNT PAYMENT:</b>	MEMBER'S FINANCIAL INSTITUTION	FIN. INSTITUTION'S CITY AND STATE	FIN. INSTITUTION'S PHONE NUMBER	MEMBER'S ACH/DEBIT ACCOUNT NUMBER	
				ABA/TRANSIT	ACCOUNT #

I authorize my Financial Institution to pay and charge to my account by electronic fund transfer or draft the amount due Company in my monthly invoice. I understand that I will receive a detailed summary of the amount prior to each such transaction. I have attached a voided check from the account to be charged. This authorization shall remain in effect until revoked in writing.

### SERVICE PROVIDED TO:

### BILL TO:

MEMBER NAME	NAME
DBA	DBA
PHONE NUMBER                      FAX NUMBER	PHONE NUMBER                      FAX NUMBER
EMAIL ADDRESS	EMAIL ADDRESS
CONTACT NAME AND TITLE	CONTACT NAME AND TITLE
ADDRESS	ADDRESS
CITY                                      STATE                      ZIP	CITY                                      STATE                      ZIP

THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THIS AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF EACH PARTY AS OF THE DATE WRITTEN BELOW. AGREEMENT IS NOT VALID UNTIL SIGNED BY A MEMBER OF CHECKCARE MANAGEMENT.

#### FOR MEMBER:

#### FOR CHECKCARE SYSTEMS:

MEMBER SIGNATURE	CHECKCARE REPRESENTATIVE SIGNATURE
MEMBER PRINTED NAME AND TITLE	CHECKCARE MANAGEMENT SIGNATURE
AUTHORIZED SIGNATURE ON DEBIT ACCOUNT	CHECKCARE MANAGEMENT NAME AND TITLE
AUTHORIZED PRINTED NAME AND TITLE	INITIAL PAYMENT RECVD      CHK#      EFFECTIVE DATE



## TERMS AND CONDITIONS

**1. Guarantee Requirements.** Company warrants the accuracy of its information and agrees to purchase from Member one check per Business Transaction, for which the Guaranty Requirements are strictly met, herein referred to as 'Qualified', except as set forth in paragraph four. 'Business Transaction' as used herein shall include only a transaction for the contemporaneous purchase of goods or services consistent with Member's SIC classification. Member's exclusive and sole remedy for breach of Guaranty shall be the right to require Company to purchase such dishonored check subject to the conditions stated in this Paragraph.

(a) Company agrees to reimburse the Member at face value all 'Qualified' checks presented and made payable to Member for payment of goods or services which were returned by any U.S. bank, savings and loan, or similar financial institution marked or stamped 'Insufficient Funds', 'NSF' or 'Uncollected Funds'.

(b) Check shall include the following either imprinted or legibly written on the face of each check at the point of sale:

- Maker's Name (cannot be an employee of Member)
- Complete Residence (Street) Address
- Work Telephone Number – Including Area Code
- Home Telephone Number – Including Area Code
- Valid Drivers License Number

(c) Check must be a first party check drawn on a demand deposit account with a U. S. financial institution and must be made payable to Member. The physical residence address cannot contain a P.O. box and must include a City, State and Zip code.

(d) If Member subscribes to Company's verification services, Member shall have made an inquiry to Company, received and legibly written a valid authorization code on the face of all checks accepted for payment at the point of sale.

(e) The date of the check, actual transaction and authorization code (if required) must all coincide. (No Pre or Post dated checks)

(f) Proof of claim: Checks must be routed directly from Member's financial institution to Company after first presentation. Company must receive checks within 20 days of acceptance by Member.

(g) Guaranty does not apply to checks wherein the Member has accepted or called for Approval on more than one check per Business Transaction.

(h) If "RCK Required" is selected on the face of this Agreement, Member agrees to secure authorization for electronic representation for checks and charges, at the point of sale.

(i) If member has selected 'Checkcare Premium Guarantee', additional coverage or information waivers may be effective as detailed on the "Build Sheet" attached.

**2. Fees.** Member agrees that Company or any of its attorneys or agents shall be entitled to collect from the consumer and retain any and all fees and/or exemplary damages in addition to the check amount. At Company's direction, Member agrees to post notices or secure authorization required to collect amounts arising from returned or dishonored checks.

**3. Assignment.** By the execution of this Agreement, Member assigns, transfers and conveys to Company all of Member's rights, title and interest in all returned checks and associated fees and agrees to endorse such checks and to take any further action deemed necessary by Company to aid in the enforcement of such rights. Member agrees to follow all guidelines and procedures regarding check acceptance as directed by the Company.

**4. Exclusions.** All checks submitted by a Member to the Company will be excluded from guarantee payment if any one of the following conditions or circumstances are present:

(a) Checks not deemed as 'Qualified' under paragraph one or exceeding the dollar (\$) maximum per transaction.

(b) Any more than two outstanding checks from the same person or checking account number per location.

(c) The goods and/or services for which the check was issued have been returned to the Member, have not been delivered by the Member, or are claimed by the purchaser to have been unsatisfactory or in dispute.

(d) Member has received full or partial payment or security in any form whatsoever to secure payment of the check or the goods or services for which the check was issued were initially delivered on credit or under a lease.

(e) The transaction for which the check was tendered is for any reason, illegal, invalid, or a court of law determines that the check is not due or payable by the consumer.

(f) The check, as determined by the Company, has been altered, defaced or forged.

**5. Non-Qualified Checks.** The Company guarantees 100 percent face value reimbursement upon full collection of all non-qualified checks and fees. The Company guarantees 70 percent face value reimbursement upon full collection of the face value and fees for all checks not electronically authorized through the Checkcare Plus system at the point of sale if the Member subscribes to the Checkcare Plus check verification service.

**6. Term, Termination and Amendment.** Company will initially provide check services for 36 months. Thereafter, this Agreement shall automatically renew for additional terms of 36 months unless terminated by either party. Member may terminate this Agreement in writing within 30 days of any renewal period. Company may terminate this Agreement at any time upon written notice to Member. These conditions, plus any addenda, including rates and fees, may be amended from time to time by Company by providing Member written notice. Except as provided herein, this Agreement may not be altered, amended, assigned or otherwise varied except by written permission from the Company. If Member elects to terminate this Agreement early, Member will pay a termination fee based on lost revenues as defined and by the Company.

**7. Fees, Rates and Guaranty Charges.** Member shall pay Company the fees and rates set forth or amended by the terms of this Agreement plus all applicable taxes. The percentage rate set forth as the Inquiry Rate shall apply to the face amount of all checks processed through Company. The Charge Per Transaction is a separate fee incurred on each check electronically

processed through Company. Company reserves the right to change (a) Monthly Fee, (b) Inquiry Rate, (c) Charge Per Transaction and (d) Statement Fees at its discretion, by giving written notice to Member. Such changes shall be effective as of the date of the notice. Member agrees to pay Company, at Company's current rate, for all services and requests by Member that are not specifically required of Company under this Agreement. Such requests include, but are not limited to, copies of checks, duplicate reports, POS support and Consumer status reports.

**8. Payment.** All fees and charges are due and payable upon receipt. A delinquency charge shall be added to the outstanding balance of any account 30 days delinquent. Without prejudice to its rights stated in Paragraph six, Company reserves the right to suspend its service and obligations to Member during any period in which Member's account is delinquent. Continuance of service and payment during any period of delinquency shall not constitute a waiver of Company's rights of suspension and termination. Any delinquent fees or other amounts not paid by Member when due, including rejected Guaranty items, may be debited against any amounts due Member from Company under this or any other agreement between Member and Company. Member agrees to pay to Company a Returned Item fee for any check/debit which is not paid by Member's bank.

**9. Equipment.** Company or its agents retains title to all rental equipment. Member authorizes Company to debit amounts due as a result of any lease or rental agreement in order to fulfill its obligations if necessary. This authorization shall survive the termination of this Agreement.

**10. Credit Law Compliance.** Member acknowledges and understands that it has certain obligations and responsibilities under the Federal Fair Credit Reporting Act, herein referred to as the FCRA. Member qualifies as a 'User of Information' and 'Furnisher of Information' as defined by the Federal Trade Commission and agrees to comply fully with these requirements and with the FCRA. Member certifies that it has a legitimate business need, in connection with a business transaction involving the check writer. Member agrees that the information will not be used for employment purposes. Member agrees that neither it or its agents or employees will disclose the results of an inquiry made to Company except to the person about whom such inquiry is made and in no case to any other person outside the Member's organization. If Member decides to reject any check, either wholly or partly because of information obtained from Company, Member agrees to provide consumer with all information required by the FCRA and Company.

**11. Legal Responsibility.** In the event of Member's violation of any of the terms of this Agreement or its addenda, Member agrees to pay all costs, including reasonable attorneys' fees, for steps taken by Company to preserve, defend or enforce its rights. In the event of any legal action with third parties, consumers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, Member agrees to: (a) immediately notify Company of the claim or legal action; (b) cooperate with Company in the making of any claims or defenses; (c) provide any information deemed important or relevant by Company or its attorneys; (d) make available at least one employee or agent who can testify regarding said claims or defenses, and (e) assist in the full resolution of the claim. Company and Member shall each be responsible for its own attorneys' fees and court costs except as otherwise provided by this paragraph. Where Member has subscribed to the "Checkcare Plus" check verification system, Member agrees, at Company's sole discretion and at Member's expense, to provide records of all checks accepted at the point of sale for audit purposes. Except as expressly set forth herein, Company makes no Guaranty, express or implied, and it is agreed that no implied at law Guaranty shall arise from performance by Company or from this Agreement.

**12. Governing Law and Integration.** This Agreement plus any addenda attached hereto is the entire Agreement between Member and Company concerning its subject matter and supersedes all previous representations, understanding and agreements in relation to its subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State in which the applicable Company office is located.

**13. Severability.** If any provision of this Agreement or its addenda, or application is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be substituted by a new provision as similar as possible to the provision declared invalid, illegal or unenforceable. All other provisions shall remain valid and fully enforceable.

**14. Survivability.** All representations, covenants, and indemnities made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

**15. Waiver.** All rights and duties within this Agreement are material, relevant and important. No waiver of any rights hereunder shall be deemed effective unless specifically in writing and executed by the waiving party. Member and Company agree that delay or failure to exercise any right hereunder on the part of either party shall not operate as a waiver to further exercise such right. Member and Company agree that no single or partial exercise of any right hereunder shall preclude its further exercise.

**16. Indemnification.** Member agrees not to accept payment for checks processed through Company. Member agrees to promptly inform Company of the collection or dispute of any check and to hold Company harmless from any liability arising from Member's failure to do so. Member agrees that a decision to reject any check shall be solely Member's own responsibility. Member shall defend, save and hold harmless Company from all liability resulting directly or indirectly from any disclosure or act forbidden by this agreement or by applicable law. In no event shall Company be liable to Member or to any other person for any loss or injury to earnings, profits on goodwill or for incidental or consequential damages. Company shall not be held responsible for any failure or delays or suspension of service caused by power or mechanical failure, fire, strikes, labor difficulties, inability to operate or obtain service for its equipment, acts of God, unusual delay in transportation or other causes reasonably beyond the control of Company. In no event shall Company's liability under this Agreement exceed the total amount of fees paid to Company by Member pursuant to this Agreement during the preceding 12-month period.

**17. Disputes.** Member agrees to settle all contract disputes through a process of binding arbitration as directed by the Company. Member agrees that upon cashing a remittance check from the Company, the right to dispute any non-qualified checks contained on the accompanying report is waived.