

The undersigned ("Subscriber") hereby engages **Secure Payment Systems ("SPS")** to act as its sole agent in providing services per this Agreement ("Agreement").

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| SERVICE PROVIDED TO: (please show additional locations separately) Organized As: Corp__ LLC__ Sole Prop__ Partnership__ Tax ID # _____ DBA: _____ # Yrs in Business _____ Phone Number: () _____ Fax # () _____ Address: _____ City/State/Zip: _____ Contact Name: _____ Email Address: _____ What Does This Business Sell? _____ Retail __ Wholesale __ | BILL TO: (please leave blank if same as location address) DBA: _____ # Yrs in Business _____ Phone Number: () _____ Fax # () _____ Address: _____ City/State/Zip: _____ Contact Name: _____ |
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| SERVICES : VERIFICATION ONLY (No Guarantee Provided – No ACH Conversion) | | | | | | | |
| Subscriber shall provide secure transactions directly to SPS for authorization against any one or a combination of the Bank Validation Database, SPS Negative Database, APS Payday Lending Negative/Chargeback Database, NCN Negative Database, Microbilt rVD, Telecheck Confidence Scores, and/or Early Warning Services Positive / Negative Database. | | | | | | | |
| Please Select all that apply: SPS File __ APS File __ NCN File __ EWS File __ Accuity File __ Microbilt File __ Telecheck Confidence __ | | | | | | | |
| Threshold Value: \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ | | | | | | | |
| Please Identify: Customer Present __ or Customer Not Present __ Manual Entry __ or Chk Scanner/Imager Model _____ | | | | | | | |
| Please Identify: Host Interface __ or WEB Interface __ or POS Terminal __ (Make _____ Model # _____) | | | | | | | |
| Please Identify (if terminal) Card Processor Network _____ Transaction Delivery: Dial-Up __ or IP __ | | | | | | | |

SERVICE FEES:

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| Transaction Fee: SPS Access = \$ _____ NCN Access = \$ _____ rVD Access = \$ _____ Telecheck Access = \$ _____ APS Access = \$ _____ EWS Access = \$ _____ Accuity Access \$ _____ or "All" Bundled Rate = \$ _____ |
| Other Charges: Initial Set-Up: \$ _____ Monthly Fee: \$ _____ Annual Fee: \$ _____ |

ACH ACCOUNT INFORMATION: (copy of business check is mandatory)

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| Subscriber Financial Institution: _____ | City / State: _____ |
| Subscriber ABA Transit Number: _ _ _ _ _ | Subscriber Account Number: _ _ _ _ _ |

On the 10th of each month (or the preceding Friday if the 10th is a Saturday / Sunday or bank holiday Monday) Subscriber authorizes its Financial Institution to charge Subscriber's account and pay SPS by electronic funds transfer the total amount due in Subscriber's monthly invoice. Subscriber agrees that SPS invoices and reports shall only be delivered to Subscriber via email or an SPS provided online, WEB interface. Subscriber agrees that this electronic debit authorization shall remain in effect until and unless such is revoked in writing upon the mutual consent of the parties.

AGREEMENT: This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate sheet) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Agreement, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Agreement. Subscriber can find the most current form of this Agreement's respective terms and conditions online at www.securepaymentsystems.com or obtain such by email to SPS upon request.

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|-----------------------------|---------------|------------------------------------|-------------------------|
| Accepted By: _____ | _____ | _____ | _____ |
| Subscriber Signature | Date | Authorized Signature for ACH debit | Date |
| _____ | _____ | _____ | _____ |
| Printed Name | Title | Printed Name | Title |
| _____ | _____ | _____ | _____ |
| Credit Card Processor MID # | Salesperson # | Sales Representative Name | Approved SPS Management |

TERMS AND CONDITIONS

1. Term, Termination and Amendment: This Agreement is effective upon its acceptance by SPS in San Diego, California, and shall remain in effect for an initial period of 12 months and thereafter shall automatically renew for successive 12 month terms unless terminated as provided for herein. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least thirty (30) days prior to the end of that period. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS by providing Subscriber thirty (30) days advance written notice where such pricing change is the result of an increase in fee from a third party database provider and such fee is passed through to Subscriber at cost plus twenty (20) percent. Except as set forth in paragraph 2, such amendments shall be effective 30 days from mailing. Subscriber may terminate this Agreement as of the effective date of any change in rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may not be modified or amended except by written mutual agreement.

2. Fees, Rates, and Warranty Changes: Subscriber shall pay SPS within 10 days of receipt of monthly invoices at the fees and rates set herein, as they may be amended from time to time, plus all applicable taxes. The Verification Inquiry Fee applies to all inquiries transmitted electronically to SPS, including errors. If the charges for Subscriber's inquiries are less than the monthly minimum fee, then the minimum shall apply. The operator-assisted fee applies to all verification inquiries involving an SPS operator.

3. Payment: All fees are due and payable upon receipt. An invoice whose full payment is not posted prior to the 1st of the next month will incur a late fee of 1 1/2% (or the legal limit) of the unpaid balance and be added to the subsequent invoice. Without prejudice to its rights in paragraph 1, SPS reserves the right to suspend its performance to Subscriber during any period in which Subscriber's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS' rights of suspension and termination. Any delinquent fees or other amounts not paid when due may be debited against amounts owed Subscriber by SPS under this or any other agreement between Subscriber and SPS. Subscriber agrees to pay SPS a \$100.00 processing fee for any check or ACH debit due SPS by Subscriber which is not paid by Subscriber's financial institution upon presentment.

4. Warranty: SPS does not warranty the accuracy of the responses provided by any third party database service provider. In no instance does SPS or any of the third party database providers, guarantee or warrant that a given item whose verification is provided hereunder will or will not be honored by the maker's bank of deposit when properly presented.

5. Legal Responsibilities: Each party, in recognition of the consideration each has received, shall indemnify, defend, and hold harmless the other party from and against any and all losses, claims, actions, damages, and costs, including reasonable attorneys' fees, asserted by a third party arising out of the indemnifying party's failure to comply with the terms herein. In the event of legal action concerning a transaction or event arising hereunder, Subscriber agrees to promptly notify SPS of such, cooperate in the making of any claims or defenses, and provide assistance in the resolution of said claim by making available at least one employee or representative who can testify regarding said claims or defenses. Except as expressly set forth herein, SPS makes no warranty, express or implied, and it is agreed that no implied at law warranty shall arise from this Agreement or from performance hereunder. Subscriber agrees that a decision to reject or deny any transaction based on bank account information, driver's license, or any other form of identification shall be made solely Subscriber's own responsibility. Notwithstanding anything to the contrary herein, in no event shall SPS' liability under this Agreement exceed the total amount of fees paid to SPS by Subscriber pursuant to this Agreement during the preceding 3 month period. Subscriber and SPS shall each treat all information that comes to its attention in connection with the performance of this Agreement, including but not limited to, information concerning check writers and checks, as strictly confidential and certifies that it shall utilize confidential information only for the purpose of pre-qualifying a business transaction as defined herein.

6. Other:

(i) This Agreement constitutes the entire understanding of the parties. All prior agreements and understandings are canceled in their entirety. All representations, warranties, indemnities, and covenants made herein shall survive termination of this Agreement and shall remain enforceable after termination.

(ii) Notwithstanding any provisions to the contrary herein contained, neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, acts of third parties, or other events beyond its reasonable control, whether similar or dissimilar to the foregoing, causing delays or interruptions in performance.

(iii) If Subscriber is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, or reorganization, Subscriber consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement.

(iv) Each party represents and warrants to the other that: (a) It is organized and existing in good standing under the laws of the jurisdiction of its organization, and has full power and authority and holds all governmental licenses, permits and other approvals necessary to conduct its business substantially as presently conducted and (b) the execution and delivery of this Agreement, and the performance of its obligations hereunder, (i) have been duly authorized by all necessary corporate actions; (ii) do not require the approval of any third party which has not been obtained; and (iii) do not violate the terms of any other contract or instrument in effect with respect to such party.

(v) Subscriber may only assign this Agreement upon the prior written consent of SPS. SPS may freely assign this Agreement, its rights, benefits or duties hereunder. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SPS and the heirs, executors, administrators, successors, and assigns of Subscriber.

(vi) Notices shall be delivered to the appropriate party at its address set forth in this Agreement and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt.

(vii) Subscriber agrees to transmit lawful current customer inquiries of Subscriber or Subscriber's client(s) to SPS for examining the likelihood (without guaranty) of transaction clearing when and if such transactions are properly presented against consumer and business demand deposit accounts (the "Services"). Subscriber agrees to receive the Service in accordance with and abide by (a) the terms and conditions of this Agreement, and (b) the NACHA Rules if applicable and (c) any applicable U.S. Federal and state laws and regulations including but not limited to the Fair Credit Reporting Act ("FCRA") and Regulation E ("Reg E") when and where each may apply, and (d) any U.S. laws, regulations or rules promulgated after the Effective Date and applicable to the Service. Subscriber certifies that it (i) has a legitimate business need in connection with a business transaction involving the customer to access information provided by SPS that may include customer data compiled from third party data sources, (ii) Subscriber will comply with all laws including without limitations applicable credit reporting laws and that the data as reported by Secure Payment Systems will be used only for permissible purposes as defined in the FCRA and any other credit reporting law, with the exception that the information will not be used for employment purposes, and (iii) that the information will not be used by Subscriber for any purpose other than one transaction between Subscriber and customer. Subscriber agrees to the Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions contained herein.

(viii) This Agreement and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Nevada. Subscriber agrees that for any claim, dispute, or cause of action brought by Subscriber against SPS that (a) jurisdiction and venue shall be exclusively in the State of Nevada in Clark County and (b) resolution will be via binding arbitration using a qualified representative of the American Arbitration Association. SPS reserves the right to file a cause of action against Subscriber in any venue/ jurisdiction SPS deems appropriate.

(ix) No waiver by either party of any default hereunder by the other party hereto shall operate as a waiver of any other default or of a similar default on a future occasion. No such waiver by either party shall be effective unless the same shall be in writing and signed by the waiving party.

(x) Each party to this Agreement is an independent contractor, and nothing contained in this Agreement may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent or mutual agency relationship between or among the parties. Neither party, by virtue of this Agreement, has any right or power to create any obligation, express or implied, on behalf of the other party. No employee of either party will be deemed to be an employee of the other party by virtue of this Agreement.

(xi) If there is a conflict between any part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within compliance of the law or regulation.