

**GUARANTY AGREEMENT**

For valuable consideration received from Advantage Payment Systems, LLC, dba Advantage ACH, the receipt of which is acknowledged by the customer Company ("Company"), \_\_\_\_\_

\_\_\_\_\_,  
named in the ACH Origination Agreement (the "Origination Agreement") of even date herewith of which this guaranty is an essential part, and as an inducement to the execution of the Origination Agreement by Advantage Payment Systems and Advantage Payment Systems' agreement to perform the services provided thereunder, each signatory ("Guarantor") to this Guaranty (this "Guaranty") on behalf of Company hereby agrees and promises as follows:

ARTICLE ONE

**OBLIGATION OF GUARANTOR; CONTINUING GUARANTEE**

A. Guarantor hereby guarantees on a continuing basis the prompt and complete performance by Company of the terms, covenants, and conditions of the Origination Agreement and all present and future agreements, written or oral, between Company and Advantage Payment Systems, including without limitation, maintaining all Account levels at the amounts prescribed in the Origination Agreement. For the purpose of this Guaranty, "Account(s)" shall include any reserve or settlement account which Company is required to maintain pursuant to the Origination Agreement.

B. Upon notice from Advantage Payment Systems of any default by the Company under the Origination Agreement, including without limitation, failure to maintain any funding level in any Account, Guarantor shall unconditionally become liable to Advantage Payment Systems and shall pay to Advantage Payment Systems any amount for which Company is then responsible, including without limitation, any fund deficiency for any Account.

ARTICLE TWO

**EXTENSIONS OF TIME AND MODIFICATIONS**

The obligations of Guarantor are not in any way released or discharged by reason of any modification or extension of time for performance of any obligation of Company, or by reason of the receipt and acceptance by Advantage Payment Systems of notes, bills, checks, or other instruments for the payment of money made either by the Company or by any other person or persons, and extensions and renewals thereof.

ARTICLE THREE

**CESSATION OF PERFORMANCE**

Advantage Payment Systems shall have the right, without providing notice to or obtaining approval from Guarantor, and without affecting or discharging in whole or in part the liability of Guarantor hereunder, to refuse to perform the services contemplated in the Origination Agreement for Company if Company fails to fulfill its obligations under the Origination Agreement.

ARTICLE FOUR

**NOTICE**

Guarantor shall be deemed to have notice from Advantage Payment Systems without any further action from Advantage Payment Systems of all obligations of Company, and the amounts and terms thereof, non-performance or non-payment by Company of any of its obligations or liabilities under any existing or future agreements between Company and Advantage Payment Systems. Advantage Payment Systems shall be under no obligation to proceed against Company prior to exercise of its rights under this Guaranty.

ARTICLE FIVE

**ACCELERATION OF LIABILITY**

All liabilities of Company shall mature immediately and be deemed in

default upon the reorganization of Company, transfer of substantially all of the assets of Company, or sale of a majority interest in Company, insolvency of Company, the commission of an act of bankruptcy by Company, the appointment of a receiver for Company or any of its property, the filing of a voluntary or involuntary petition in bankruptcy, reorganization, or arrangements, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by Company.

ARTICLE SIX  
**ATTORNEYS' FEES**

If, after receipt of written notice from Advantage Payment Systems that Company has failed to satisfy its obligations with respect to the Origination Agreement or any other agreement with Advantage Payment Systems, Guarantor fails or delays in any way to comply immediately in all respects with its obligations hereunder, and such failure or delay requires referral to an attorney for enforcement, Guarantor shall pay all costs of collection incurred by Advantage Payment Systems, including reasonable attorney's fees.

ARTICLE SEVEN

**JOINT AND SEVERAL LIABILITY**

The term "Guarantor" as used herein shall mean all persons signing this Guaranty, and such persons, if more than one, shall be jointly and severally liable hereunder. The liability of one or more Guarantors shall not be conditioned on the signature, acts, or performance of another Guarantor. This Guaranty shall be binding on the Guarantor and the heirs and personal representatives of the Guarantor.

ARTICLE EIGHT  
**GOVERNING LAW**

This Guaranty shall be governed by the laws of the State of Nevada. Any controversy or claims arising out of this Guaranty shall be subject to the exclusive jurisdiction of the state or federal courts located in Carson City, Nevada, and the Guarantor consents to the personal jurisdiction of such courts.

IN CONNECTION WITH this Agreement, the Guarantor(s) below, collectively by their signatures hereto, authorize Advantage Payment Systems or its agents to procure investigative consumer reports and understand that such reports may contain information about personal financial stability, background, and reputation.

IN WITNESS WHEREOF, each undersigned has hereunto affixed his or her signature hereto.

GUARANTOR(1):

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

GUARANTOR(2)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip