

AGREEMENT MODIFICATION Notice will be made in writing before this Agreement can be modified. Use of services after any such modification will evidence acceptance of the modification(s).

EXCLUSIVE AGREEMENT Merchant agrees and warrants that, during the term of this Agreement, Merchant will exclusively use ~~CK~~ HFN~~R~~PPHUFHV products and services as set forth in this Agreement, and shall not use or contract with any competing ACH or electronic funds transfer organization unless first specifically approved in writing by ~~CK~~ HFN~~R~~PPHUFH.

TERM AND TERMINATION This Agreement is effective from the date hereof and shall continue for a term of one (1) year. Thereafter, this Agreement shall be automatically renewed for consecutive one (1) year periods unless either party gives the other written notice of non-renewal at least 30 days prior to the expiration date of the current term. This Agreement may be terminated by ~~CK~~ HFN~~R~~PPHUFH at any time with 30 days' written notice or as otherwise provided by the terms of this Agreement. If Merchant wants to terminate the Agreement before the initial one-year term or any renewal term has expired, Merchant shall give ~~CK~~ HFN~~R~~PPHUFH 30 days' written notice of Merchant's intent to terminate the Agreement. Check Commerce must approve the Merchant's request for early termination in writing, which approval will not be unreasonably withheld. If Check Commerce does not provide such written approval, Merchant acknowledges and agrees that it will be charged an early termination fee of \$500.00 or the amount mutually agreed upon in the Early Termination Fee section of the Agreement. Notwithstanding Check Commerce's rights to cancel this Agreement as stated elsewhere in this Agreement, Check Commerce may also immediately terminate this Agreement and immediately suspend all processing for Merchant without providing advance written notice to Merchant: (1) upon the request of Check Commerce's ODFI or any regulatory agency (regardless of the reason for the request); (2) if Check Commerce, its ODFI or any regulatory agency believes that Merchant has breached this Agreement, has breached any representations and warranties made in this Agreement, is violating or has previously violated any applicable Regulations or Rules and/or has initiated any unauthorized Entries; or (3) if ~~CK~~ HFN~~R~~PPHUFH is unable to process transactions for Merchant for any reason that is out of ~~CK~~ HFN~~R~~PPHUFHV control or ~~CK~~ HFN~~R~~ PPHUFH no longer has the ability to process transactions for Merchant. Immediately upon termination of the Agreement, whether by expiration or otherwise and whether or not the Agreement was terminated for cause, ~~CK~~ HFN~~R~~ PPHUFHV obligation to provide services under the Agreement shall cease, and any unpaid amounts due and owing by Merchant shall become immediately due and payable. Payment for any services rendered or any other obligation or liability owing at the time of termination shall not be affected by termination of this Agreement. At the time of termination, ~~CK~~ HFN~~R~~PPHUFH will place all funds due to be settled into a Reserve Account to be released in accordance with the RESERVE BALANCE paragraph of this Agreement.

DAMAGE WAIVER ~~CK~~ HFN~~R~~PPHUFH will not be liable to Merchant for any special, consequential, indirect or punitive damages whether or not: (1) any claim for these damages is based on tort or contract law, or (2) either party knew or should have known the likelihood of these damages in any situation. ~~CK~~ HFN~~R~~PPHUFH makes no representations or warranties other than those expressly made in this Agreement.

RESERVE ACCOUNT For Merchants where Reserve Accounts are required, Merchant acknowledges and agrees that an amount equal to 100% percent of highest monthly origination total amount will be held in a Reserve Account by ~~CK~~ HFN~~R~~PPHUFH. Merchant further acknowledges and agrees that its Reserve Account may be commingled with reserve funds held for other merchants. This amount will remain in the Reserve Account for a period of 2 years following the last debit Entry initiated by Merchant. Merchant acknowledges and agrees that this Reserve Account will be used to fund any and all returned items. In addition, ~~CK~~ HFN~~R~~PPHUFH shall also have the right to offset against amounts owed to Merchant for all returned Entries, fees, damages, or other costs and expenses (including attorneys' fees and costs) that may arise out of ACH processing for the Merchant. For purposes of funding the Reserve Account, ~~CK~~ HFN~~R~~PPHUFH agrees to deduct an amount equal to no more than 100% percent of each debit origination until such time that the entire 100% percent reserve amount is reached. In the event a reserve is held, it is solely the responsibility of Merchant to notify ~~CK~~ HFN~~R~~PPHUFH of an impending release based on the 2-year calculation. In the event Merchant does not notify ~~CK~~ HFN~~R~~PPHUFH in writing for an accounting and request, in writing, that ~~CK~~ HFN~~R~~PPHUFH release any Reserve Account within 30 days of the expiration of the 2 years following the last debit transaction, the Reserve Account is considered abandoned. Any funds held in accordance with VOLUME ANALYSIS are to be considered reserve funds and subject to the requirement of this paragraph that Merchant must request, in writing, that ~~CK~~ HFN~~R~~PPHUFH release funds in the Reserve Account within 30 days after the 2-year period expires. In the event of an abandoned Reserve Account, ~~CK~~ HFN~~R~~PPHUFH is granted all rights to the Reserve Account and entire balance. In the event the Agreement is terminated or canceled for any reason, settlements due to Merchant will be placed in the Reserve Account and subject to the terms of the Agreement.

FUNDING POLICY Merchant acknowledges and agrees that funding for each origination will be set by ~~CK~~ HFN~~R~~PPHUFH at ~~CK~~ HFN~~R~~PPHUFHV sole and absolute discretion. Unless expressly agreed to in writing the amount disbursed will be the origination amount less returned items, processing fees and any reserve amount as required. WEB merchants are required to have an unfunded amount of no less than 12.5 percent of the highest consecutive 30-business day average. ~~CK~~ HFN~~R~~PPHUFH reserves the right to change the funding schedule, average balance requirements or reserve requirements at its sole and absolute discretion for any Merchant regardless of SEC type.

AUDIT REQUIREMENTS ~~CK~~ HFN~~R~~PPHUFH and its ODFI shall have the right to audit Merchant concerning its compliance with the Rules and applicable Regulations.

CUSTOMER SERVICE Merchant agrees to maintain, support and staff a customer service line with a U.S. domiciled telephone number during normal U.S. business hours. If Merchant fails to maintain a working customer service telephone line then ~~CK~~ HFN~~R~~PPHUFH will, at its sole discretion process customer services calls on behalf of Merchant at a charge of \$5.00 per inbound/outbound call and \$5.00 per refund processed.

NON-SOLICITATION Merchant agrees that, without ~~CK~~ HFN~~R~~PPHUFHV prior written consent, it will not, for a period of (1) year from the date this agreement is terminated directly or indirectly solicit for employment or employ any person who is now employed by Check Commerce.

ENTIRE AGREEMENT This Agreement makes up the entire Agreement between the parties concerning ACH services. and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions whether oral or written of the parties, and there are no warranties, representations and/or agreements among the parties in conjunction with the subject matter hereof except as set forth in this Agreement. The parties agree that, should any provision or term of this Agreement require interpretation or construction, this Agreement will be interpreted or construed without any presumption that the provisions of the Agreement are to be construed against the party that prepared this Agreement. There are no third party beneficiaries of this Agreement.

SEVERABILITY In the event any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, only that provision shall be severed from this Agreement and the remaining provisions shall continue in force, provided that each Party preserves the substantial benefits of the bargain contemplated in this Agreement.

WAIVER Any waiver by a party of a breach by the other party whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

ASSIGNMENT Check Commerce shall have the right to assign this Agreement, including its rights and performance obligations under the Agreement, to any corporation or other entity which Check Commerce may hereafter merge or consolidate, or to which Check Commerce may transfer all or substantially all of its assets provided such corporation or other entity assumes all of Check Commerce's obligations hereunder.

EXECUTION IN COUNTERPARTS COPIES This Agreement, including all Exhibits and Addendums thereto (which are incorporated as part hereof) may be executed in the original or by facsimile or e-mail in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and photocopies of this Agreement shall be considered originals for all purposes, including, but not limited to, any court or arbitration proceedings. Merchant acknowledges that they may not receive a countersigned Agreement, exhibits or addendums from Check Commerce unless such countersigned Agreement is requested by Merchant in writing. Acceptance of all terms and conditions is upon Check Commerce's receipt of the agreement executed by Merchant.

BINDING CONTRACT This Agreement, which includes Schedule A, ACH Agreement Terms and Conditions, shall be binding on both parties only upon execution by an authorized representative of Check Commerce Inc.

PERSONAL GUARANTY. To endure and in consideration of Check Commerce's acceptance of the Merchant Application and this Agreement, the undersigned absolutely and unconditionally guarantees to Check Commerce full and prompt payment and performance when due of each any every condition and obligation of Merchant under this Application and Agreement, including all exhibits and amendments thereto. The undersigned guarantor(s) further acknowledges and agrees to pay all expenses of collection on this guaranty, including reasonable attorneys' fees incurred by reason of the default of the Merchant or the default of the guarantor(s). The undersigned guarantor(s) waives prior demand on Merchant. Check Commerce shall not be required to first proceed against Merchant to enforce any other remedy before proceeding against the undersigned personal guarantor(s). This is a continuing and irrevocable guaranty which shall not be discharged or affected by the death of the undersigned, shall bind heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any other successor of Check Commerce. The term of this personal guaranty shall be for the duration of the Agreement, and any other addendum or amendment thereto, and shall guarantee all obligations which may arise or accrue during the term thereof although enforcement may be sought subsequent to any termination.

Merchant Name:	Merchant Name:
Authorized Signature:	Authorized Signature:
Name (Print or Type):	Name (Print or Type):
Title:	Title:
Date:	Date:

Merchant acknowledges a countersigned Agreement, exhibits or addendums from Check Commerce may not be sent to Merchant or received by Merchant unless such countersigned Agreement is requested by merchant in writing. Acceptance of all terms and conditions is upon Check Commerce's receipt of the Agreement executed by Merchant.

Check Commerce Inc.:
Authorized Signature:
Name (Print or Type):
Title:
Date:

SCHEDULE – B: BUSINESS QUESTIONNAIRE

Year Business Established:		Corporation _____ LLC _____ Partnership _____ Sole Proprietor _____ Other _____ Non-profit _____ Debit only _____ Credit only _____ Debit/Credit _____	
State Incorporated In:	Year Incorporated:	Business License No.:	Issued By:
Customer Service Telephone:		Hours Available:	
Physical Street Address: (If different than above)		City:	State: Zip:

Describe specific product or services the company offers for which the ACH services will be used:
Attach copies of all sales scripts, marketing materials distributed to consumers, web pages, product samples, where applicable, and any other sales and marketing materials directed to consumers.

For Internet merchants, please list all URL's for which the ACH services will be used. Include passwords for any "membership" type websites.

1. www.
2. www.
3. www.

How are authorizations received? (internet, telephone, etc) **Please indicate what percent, be specific.**

____ % Internet/Web Authorization, WEB	____ % Check conversion by scanner, BOC
____ % Telephone/Tel Authorization, TEL (voice recording)	____ % Check conversion by scanner, ARC
____ % Written Authorization, in-person signature, PPD/CCD	____ % Check conversion by scanner, POP
____ % Written Authorization, faxed signature, PPD/CCD	____ % Check conversion by scanner, RCK

By signing this application, Merchant agrees to send transactions using the authorization methods indicated above only. Merchant agrees to notify Check Commerce prior to initiating any entries utilizing any additional or different methods of receiving authorization for payment from customers.

What percentage of payments are from: Businesses: _____ % Consumers: _____ %

Have you received complaints from the Better Business Bureau, Attorney General or similar organization? Yes _____ No _____ **If yes, please attach a full explanation, including copies of complaints and dates and disposition of all complaints:**

Have you accepted ACH payments before? Yes _____ No _____

Name of previous processor:

Please include the following with your application. If any items are not included, provide a written explanation.

A voided check for primary business account (**business name must be imprinted on check**) or attach a letter from the bank

Copy of Drivers License or Passport

Articles of incorporation, LLC or relevant business documents.

Most recent 3 months of credit card and/or ACH processing statements. If ACH transactions, include return rates and applicable return codes for all returned Entries within most recent 3 months.

Please attach any relevant marketing materials and scripts, as described above.

ATTACH A VOIDED CHECK OF PRIMARY BANK ACCOUNT HERE: (MUST HAVE BUSINESS NAME PRE-PRINTED) Merchant authorizes the account designated below by Company to be debited and or credited by Check Commerce according to the ACH Agreement Terms and Conditions ("Agreement") and to process electronic funds transfers as a Third Party Processor.