

SECURE PAYMENT SYSTEMS™

MOTOR VEHICLE “PAY DAY” ADDENDUM

By this Motor Vehicle Industry “Pay Day” Addendum (“Addendum”), the following terms are added to or modify that Services Agreement (“Agreement”) by and between Secure Payment Systems, Inc. (“SPS”) and the undersigned (“Subscriber”), to which this Addendum is attached:

1. Motor Vehicle Industry Transactions - This Addendum is effective on the later of _____, 200__ or the effective date of the Agreement and applies only to authorizations requested by Subscriber for up to a maximum of three (3) checks being presented by the same consumer for the same business transaction in the form of a deferred deposit and partial payment toward a single motor vehicle or vessel. However, in order to be eligible for warranty coverage, and except where prohibited by law, these checks must be presented to Subscriber pursuant to an executed, unaltered and completed Pay Day Security Agreement (“PDSA”) in the form attached to this Addendum attached as Exhibit A. All Pay Day transactions must comply with the terms of the Agreement, the attached PDSA and this Addendum.

2. Fees - The warranty inquiry service fee of the Agreement shall be replaced in its entirety by the following: Warranty Inquiry: for each Pay Day transaction, the greater of _____ % (except for December which shall be increased by .18 %) of the face amount or \$.50.

3. Limited Warranty

3.1 - Subsection 6 of the Agreement is supplemented by the following:

(viii) Subscriber deposits all Pay Day checks received in connection with a Pay Day transaction on the deferred deposit dates set forth in the PDSA but, in any event, (1) the first check must be deposited not more than 7 days after the purchase date, and (2) all other deferred checks must be deposited not later than thirty (30) days after the purchase date of the vehicle or vessel.

(ix) Subscriber complies with all terms and conditions set forth in the PDSA.

(x) The check writer has both legal and physical possession of the motor vehicle being purchased with the Pay Day checks.

(xi) The dates of all Pay Day checks on the PDSA are the same as the purchase date of the corresponding vehicle and the date of authorization.

(xii) The total of the Pay Day checks on the PDSA is not greater than the lesser of \$5,000.00 or 25% of the purchase price of the vehicle.

(xiii) The first Pay Day check shall be equal to or greater than twenty percent (20%) of the value of the sum of all the Pay Day checks.

(xiv) All the checks, inclusive of the down payment, must be called in to the SPS voice authorization center (using the prescribed SPS merchant number reserved for Pay Day transactions) at one time as a sum comprised of individual transaction values and check numbers, and, if approved, will each receive individual approval numbers. Despite authorizations received, only one Pay Day contract per family is permitted at any one time and for a sum not to exceed that stated in (xii) above. As a result, claims arising from subsequent Pay Day transactions of an additional vehicle purchase of the check writer, the check writer’s spouse, or dependent children at Subscriber’s location while any of the check writer’s initial Pay Day checks are not yet deposited and honored by the check writer’s financial institution, even if such transactions of the spouse or dependent children are drawn on different checking accounts, shall be disqualified for warranty consideration.

3.2 - Subsection 6 (vi) is modified to include the following:

(vi) The individual checks must have been deposited in Subscriber’s financial institution within 2 business days after their respective deferred deposit dates and received by SPS along with required warranty claim documents (including but not limited to the applicable, completed and fully executed PDSA and UCC-1 financing statement as well as evidence satisfactory to SPS of the completed sale of a motor vehicle or vessel) within 30 days of their respective deferred deposit dates.

3.3 - Subsection 6 is modified by the bold type as follows:

(iii) ... where Subscriber has called SPS for approval on more than one check per business transaction (“**excepting Pay Day checks where approvals on up to three (3) checks per business transaction are permissible**”), where the check was previously denied authorization ...

6. SPS warrants the accuracy are strictly met. SPS agrees to purchase from Subscriber one check per business transaction, “**or, if a Pay Day transaction, up to three (3) checks per business transaction,**” for which SPS’s approval proved and (b) only includes a transaction for the concurrent purchase of a motor vehicle where (a) **vehicle financing is provided by an unaffiliated third party finance company and** (b) the vehicle is subsequently “**neither**” returned to Subscriber “**nor repossessed.**” Subscriber’s exclusive remedy....

4. Definitions and Conflicts: All terms not specifically defined in this Addendum shall have the same meaning as in the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, then this Addendum shall control.

Accepted By: _____
Subscriber

Printed Name Title

Signature

SECURE PAYMENT SYSTEMS, INC.

Printed Name Title

Signature

Not valid and binding until approved by an Authorized Manager of Secure Payment Systems