



MID # _____

ISO # _____

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

Whereas SPS provides the "EZPAY Advantage" service (hereinafter referred to as "EZPAY") to participating business locations ("Subscribers") enabling consumers to finance purchases of goods and/or services at Subscriber locations over a specified duration by way of writing a single physical check to the Subscriber as a down payment to either be deposited as a Check21 image or electronic debit and concurrently authorizing the balance due as a series of subsequent future scheduled electronic debits against the same account as that of the physical check until the entire transaction amount is satisfied in full.

Whereas SPS assumes all liability for risk of financial loss with the consumers by underwriting the receivable to the Subscriber, (provided all terms and conditions satisfying the transaction Warranty are met), and funds all Transaction settlements less fees to the "Subscriber" for settlement of Transaction funding.

Service Provided To: (If a corporately owned chain please show additional locations separately by attachment that shall be governed by this Agreement.)

Organized as (Check One): Corp _____ LLC _____ Sole Prop _____ Partnership _____ Federal Tax ID# _____ - _____

Legal Business Name: _____

DBA: _____ Ownership Start Date: _____

Phone Number: (____) _____ - _____ Mobile Number: (____) _____ - _____ Fax Number: (____) _____ - _____

Physical Location Address (no PO Box's Please): _____

City / State / Zip Code: _____

Contact Name: _____ Services Provided: _____

E-Mail Address: _____ WebSite Address: _____

Subscriber Business Credit References:

Business Name (1) _____ Contact _____ Title _____ Phone # _____

Business Name (2) _____ Contact _____ Title _____ Phone # _____

Subscriber Owner / Partner Information:

Owner/Partner (1) Name _____ % Ownership _____ SSN # _____ Driver's License # _____ State _____

Owner/Partner (2) Name _____ % Ownership _____ SSN # _____ Driver's License # _____ State _____

Subscriber ACH Bank Account Information (Copy of Business Check is mandatory)

ABA Transit Number (9 digits) _____ Account Number _____

Equipment: Terminal Model: _____ Imager Model: _____ (N)ew or (R)eprogram _____ (D)ial or IP _____

Services: Limit: \$ _____ SPS Lease: \$ _____ / mo # Months _____ or SPS Purchase \$ _____

Term: EZPAY 3 Month Program Discount _____% EZPAY 6 Month Program Discount _____% EZPAY 12 Month Program Discount _____%

Other Fees:

EZPAY Basic Set-up / Annual Subscription Fee: \$ _____ EZPAY One-Time Pre-Authorization Set Up Fee: \$ _____ December % Rate Surcharge = 1.0 %

Statement Fee: \$ _____ per month Monthly Minimum Fee: \$ _____ (Not assessed if one or more EZPAY contracts are funded during any month)

Transaction Fee: \$2.95 per item within the approved batch, inclusive of the down payment and all other scheduled electronic debit entries

Electronic Check Conversion With Guarantee - By checking this box Subscriber requests SPS to additionally enable authorization and guarantee of a single customer check (without financing) as immediate payment in full of the entire amount of a purchase. Subscriber understands the approved check will be electronically deposited by SPS and funds subsequently settled into Subscriber's account and that the maximum authorization transaction limit is \$ _____.

Discount Fee = Greater of _____% or \$.50 Voice Auth Tran Fee = \$.95 December % Rate Surcharge = .20% Electronic Inquiry Fee: \$.20

Subscriber may offer any one or all of the term-based financing options shown above, each of which has the same applicable maximum transaction limit, each term having its own discount rate, and each of which has its own uniquely assigned merchant identification number that Subscriber must properly select and use when authorizing a given transaction.

Subscriber agrees that for a given batch, which may consist of multiple transactions, SPS shall credit Subscriber's Settlement Account in full (reduced by certain of the fees listed above) on the third business day (excluding weekends and bank holidays) following a batch close transmitted to SPS not later than 5:00 pm eastern standard time provided that Subscriber is not then in violation of the Terms and Conditions of this Agreement.

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 that had not already been deducted from daily Subscriber settlements. Subscriber agrees that SPS invoices and reports shall only be delivered to Subscriber via electronic 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.

Definitions – For purposes of this Agreement,

(a) **"Entry"** means any order or request complying with the requirements of the Operating Rules of the National Automated Clearing House Association ("NACHA") or Federal Reserve for (i) the deposit of money to the deposit account of a Receiver ("Credit Entry"), (ii) for the payment of money from the deposit account of a Receiver ("Debit Entry") via electronic ACH debit, or paper check, or paper check converted into an image replacement document ("IRD"), (iii) for a zero dollar entry, and (iv) for a DNE or ENR entry (as defined in the NACHA Rules) which in any such case is transmitted via the ACH network.

(b) **"Chargeback"** means any paper check, IRD, or electronic debit returned for non-payment by the maker's financial institution for which a warranty is dishonored by SPS due to an exclusion as defined in the Terms and Conditions.

(c) **"Designated Depository Account"** means that financial depository account(s) of Subscriber to which SPS will credit approved transaction batch totals and from which SPS will debit amounts due for fees, Chargebacks, and penalties, if any.

(d) **"EZPAY Advantage Merchant Services Agreement"** shall mean that Agreement by and between SPS, and the Subscriber defining, rates, terms, and conditions for the provision of the EZPAY Service.

(e) **"EZPAY Security Agreement"** hereinafter referenced as "EZPAYSA" shall mean that agreement by and between the Consumer and Subscriber to which SPS is a named beneficiary for defining the terms and conditions surrounding the agreed upon amounts, deposit schedule interval, and other provisions of the EZPAY Service involving the 3, 6, or 12 month payment program.

(f) **"Transaction"** shall mean the entire amount authorized at one time for a given Subscriber for a

(1) a given consumer or business for a single check, electronic check image ("IRD"), or electronic point-of-purchase ("POP") debit where the entire customer purchase is paid for in full without any payment deferral at the time goods or services are rendered or delivered or

(2) a given consumer by way of a EZPAYSA as defined in (e) above that shall consist of an initial down payment in the form of either (i) an image replacement document (IRD) governed by the Federal Reserve or (ii) a physical check converted into a pre-authorized ("PPD") electronic debit governed by NACHA as defined in (a) above, and the balance due consisting of term-based (PPD) electronic debits, or remotely created demand drafts in the event such ACH debits cannot be electronically deposited and cleared, the sum total of which represents the Transaction.

Terms & Conditions

Standard Terms and Conditions: Subscriber and SPS agree to be bound by the [Standard Terms and Conditions](http://securepaymentsystems.com/pub/terms/EZPAY.pdf) which shall be fully incorporated into this Agreement and which may be found online at: <http://securepaymentsystems.com/pub/terms/EZPAY.pdf> or available upon written request to SPS – Attn: Customer Service at PO Box 261149, San Diego, CA 92196-1149

1. Term, Termination and Amendment: This Agreement is effective upon its acceptance by SPS and shall remain in effect for an initial period of three months and thereafter shall automatically renew for successive 3 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 sixty (60) 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 upon not less than thirty (30) days advance written notice. Except as set forth in paragraph 2, such amendments shall be effective 30 days from mailing. SPS may terminate this Agreement or suspend performance of the service at any time without prior notice if by governmental regulation or action of NACHA, the Federal Reserve, or the ODFI, SPS authority to electronically deposit financial instruments is disabled and SPS is no longer permitted to perform such services as contemplated hereunder, or such services present undue risk of loss to either SPS or its ODFI. Subscriber may terminate this Agreement as of the effective date of any change in terms, 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 / Payment: SPS may debit the designated account of the Subscriber directly without further authorization for the purpose of causing payments due to SPS to be received. SPS may additionally pursue all other lawful means of collecting funds due it from Subscriber. In the event such electronic debit fails to clear Subscriber's account, 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 and penalties. SPS reserves the right, at their sole discretion without further notice or disclosure, to offset chargebacks or fees due SPS against amounts due Subscriber. 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 one hundred (\$100.00) dollar processing fee for any check or ACH debit due SPS by Subscriber which is not paid by Subscriber's financial institution upon presentment.

