

Merchant Business Name: _____

The undersigned Purchaser ("Purchaser") and service provider ("Merchant") agree as follows:

1. All information contained in this Security Agreement ("Agreement") is true and correct. Purchaser agrees that Merchant may request authorization from Secure Payment Systems, Inc. ("SPS") for the entire value of the transaction which is comprised of a down payment check and subsequent electronic debits or drafts equal to the number of months over which the Purchaser is electing to defer the purchase, and understands that if authorized, SPS may be obligated to reimburse Merchant in the event the payments are not honored by Purchaser's financial institution when presented. Merchant acknowledges receipt of the check listed below from Purchaser. Purchaser approves of SPS obtaining and considering Purchaser's personal credit information for the purpose of making authorization decisions. Merchant and Purchaser agree that in the event this transaction is for the down payment of a new or used motor vehicle from a new car, RV, motorcycle, or boat dealer that sells both new and used vehicles, then such transaction shall not exceed 25% of the retail value of such vehicle/vessel. Purchaser may not execute an additional EZPAY Agreement during any period when an existing contract is not yet paid in full. Purchaser and Merchant stipulate that this transaction complies with applicable U.S. laws, and does not violate any prohibitions enforced by the Office of Foreign Assets Control ("OFAC").

9750

| Check # | Check Amount | Check Date | Deposit Date |
|-------------------------|--------------|---|--|
| _____ | \$ _____. | _____ | Immediate |
| Each Debit Amt | \$ _____. | # of Debits: | _____ |
| Total All Debits | \$ _____. | * 30 day deposit intervals may vary by 1-2 days | |
| Grand Total | \$ _____. | Term: | 3 mo <input type="checkbox"/> 6 mo <input type="checkbox"/> 12 mo <input type="checkbox"/> |

2. Purchaser represents, warrants, and guarantees that the above down payment and electronic debits/drafts will be honored and paid by Purchaser's financial institution when presented. Purchaser agrees to pay SPS the face amount of any check, debit, or draft not honored by Purchaser's financial institution along with a service charge of twenty-five dollars (\$25.00) or the maximum allowed by state law, plus interest, penalties, collection costs, and reasonable attorney's fees.

3. SPS is an intended beneficiary of this Agreement, and the parties agree that this Agreement shall be governed by the laws of the State of Nevada. Venue for any action arising out of this Agreement to which SPS is a party shall be in a state court of competent jurisdiction in Clark County, Nevada.

4. **Specific Payment and ACH Authorization:** Purchaser authorizes and agrees that (a) SPS may, on behalf of Merchant, deposit the down payment check immediately as an electronic image or, in the absence of a qualified image, as an electronic ACH debit, and (b) all remaining electronic ACH debits or drafts originated by SPS on behalf of Merchant shall each be of the equivalent amount shown above to cover the balance due for the term selected, and (c) each debit (or draft in lieu of a debit) shall be electronically processed in 30 day intervals after the purchase date shown below, and (d) each debit, unless otherwise requested by Purchaser in writing, shall be initiated against the depository account shown below so as to coincide with the down payment check, and (e) **this debit authorization will remain in full force and effect unless and until Purchaser notifies SPS in writing at PO Box 261149, San Diego, CA 92196 of its desire to revoke such ACH debit authorization and provide alternate payment terms and, (f) SPS requires at least three business days prior written notice in order to act upon such notice.**

Sample Document

Purchaser Printed Name: _____

Purchaser Signature: _____

Today's Date: ___ / ___ / ___ (mm / dd / yy)

Bk Routing # _____ **Acct #** _____

Purchaser Address (no PO Box) _____

City _____ **State** _____ **Zip** _____

Social Security Number (Last 4 Digits) _____ **Birth Date** ___ / ___ / ___

Email Address: _____

DL / State ID # _____ **State of Issue** _____

Home Ph: _____ - _____ - _____ **Work Ph:** _____ - _____ - _____

Cell Ph #: _____ - _____ - _____ **Monthly Income \$** _____

Employer Business Name: _____ **Yrs Employed:** _____

Merchant Representative Printed Name : _____

Merchant Signature: _____