



POWERED BY



STORE NUMBER					

OFFICE		

REP NO		

CROSSCHECK ACH PROCESSING WITH GUARANTEE AND ACH PROCESSING

REGISTERED DBA: _____ ("YOUR STORE")			AND/OR: _____
LEGAL NAME: _____			FEDERAL TAX ID#: _____
BUSINESS STREET ADDRESS: _____			BUSINESS TELEPHONE: _____
CITY: _____	STATE: _____	ZIP: _____	EMAIL ADDRESS: _____
BUSINESS OWNERSHIP TYPE: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION			DATE OF BIRTH: _____
BUSINESS OWNER/GUARANTOR: _____ ("CONSUMER/PRINCIPAL")			
RESIDENTIAL STREET ADDRESS: _____			PRINCIPAL'S TELEPHONE: _____
CITY: _____	STATE: _____	ZIP: _____	SSN OF PRINCIPAL: _____
FAX NUMBER: _____			PRINCIPAL'S DRIVER'S LICENSE#: _____
WEBSITE: _____			
PRODUCTS OR SERVICES OF APPLICANT: _____			NUMBER OF LOCATIONS APPLIED FOR: _____
CURRENT ACH PROCESSING SERVICE: _____			CURRENT RATE: _____

SCHEDULE OF FEES

Parts & Service with Guarantee: _____%	Finance with Guarantee: _____%	ACH Processing Only: _____%
Monthly Minimum Fee: \$ _____	Monthly Minimum Fee: \$ _____	Monthly Minimum Fee: \$ _____
Subscription Fee: \$ _____/month	Subscription Fee: \$ _____/month	Subscription Fee: \$ _____/month
Transaction Fee: \$ _____/item	Transaction Fee: \$ _____/item	Transaction Fee: \$ _____/item
Notice of Change Fee: \$ _____	ACH Return Fee: \$ _____	One-Time Credit Reporting Fee: \$ _____
Cancellation Fee: \$ _____		

Description	
Average Dollar Amount Per Single Transaction Please provide your average transaction amount.	\$
Maximum Dollar Amount per Single Transaction The largest allowable dollar amount (\$) per individual transaction.	\$
Maximum Dollar Amount per Day The largest allowable amount (\$) total for any given day.	\$
Maximum Number of Transactions per Day The largest allowable number (#) of transactions on any given day.	#
Maximum Dollar Amount per Month The largest allowable amount (\$) total during a one month period.	\$
Maximum Number of Transactions per Month The largest allowable number (#) of transactions during a one month period.	#

In signing the Application/Service Agreement for Automated Clearing House ("ACH") processing with guarantee services ("Agreement"), YOUR STORE(s) agrees that YOUR STORE(s) has read, understands, and accepts, all the provisions of this Agreement, to include the terms and conditions within this Agreement and consent to same herein. YOUR STORE(s) further understands and agrees that upon acceptance by an officer of CrossCheck, Inc. ("CrossCheck"), this application and Agreement, accepted by CrossCheck in your Confirmation letter, shall constitute a binding agreement between YOUR STORE(s) and CrossCheck. YOUR STORE(s) further understands that "YOUR STORE(s)" shall include all agents, representatives, and/or employees of YOUR STORE(s). YOUR STORE(s) as covered by this Agreement shall have a unique CrossCheck store number and shall be billed individually. YOUR STORE(s) may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of an officer of CrossCheck. This agreement to process ACH transactions is a separate and complete agreement and should not conflict with any terms of any other agreement between CrossCheck and YOUR STORE(s).

All information contained in this Agreement was completed by Consumer/Principal, who warrants that all information indicated in the Agreement is accurate and further acknowledges that any misrepresentation of this information could result in delayed and/or withheld settlement of funds as well as the loss of all processing privileges. At CrossCheck's discretion, an Agreement may be placed in pending status until any additional information deemed necessary is received from YOUR STORE(s), which may include but not be limited to bank and/or financial statements, owner/principal address verification, business or personal tax returns, documents substantiating the legal business and/or fictitious name, and sample marketing or advertising material and ACH authorization language.

Authorization is hereby given by Consumer/Principal, individually, and as Consumer/Principal on behalf of YOUR STORE(s), to obtain a credit report of both the Consumer/Principal and YOUR

STORE(s)' credit history through credit reporting agencies selected by CrossCheck or CrossCheck's agents. Pursuant to the Fair Credit Reporting Act, said reports are to be used solely in connection with the referenced business transaction, to be defined herein as this Agreement, there is a legitimate business need for the information and it is intended to be used by a potential servicer in connection with a valuation of, or an assessment of the credit or prepayment risks associated with an existing obligation.

I. SERVICE RATES AND PAYMENTS: YOUR STORE(s) agrees to pay monthly to CrossCheck, in consideration for the services YOUR STORE(s) receives from CrossCheck, the fees and rates as indicated in this Agreement, to include an annual fee of \$49.00, and a system minimum of \$1.50. CrossCheck shall have, and YOUR STORE(s) acknowledges that CrossCheck shall have, the right to deduct applicable charges as set forth in this Agreement, from those amounts due YOUR STORE(s) as a result of payments processed by CrossCheck, under the terms and conditions of this Agreement. **BY SIGNING THIS AGREEMENT, YOUR STORE(S) HEREBY AUTHORIZES CROSSCHECK TO AUTOMATICALLY DEBIT THE BANK ACCOUNT PROVIDED BY YOUR STORE FOR ALL PAYMENTS DUE UNDER THIS AGREEMENT.** YOUR STORE(s)' payment will be delinquent if not successfully debited on the first attempt. YOUR STORE(s) agrees to pay a \$25.00 service charge for any initial check or ACH debit which is not paid by YOUR STORE(s)' bank upon presentation and a \$35.00 charge for any subsequent dishonor. YOUR STORE(s) agrees that the service charge may be debited from YOUR STORE(s)' bank account or set off against monies otherwise owed to YOUR STORE(s) under this Agreement. If an invoice is required to be created by CrossCheck, fee of \$10.00 will be assessed. If YOUR STORE(s) has not authorized the automatic debit option, YOUR STORE(s) shall be assessed a monthly fee of \$20.00. If YOUR STORE(s) changes bank accounts, YOUR STORE(s) shall provide CrossCheck with a completed and signed Bank Change Authorization form and original voided check, the new bank account information and authority to debit such new account prior to implementing any such bank change. CrossCheck may adjust fees, charges, rates and payments payable by YOUR STORE(s) under this Agreement without prior notice in the event information about YOUR STORE(s) shown on this Agreement above is not fully accurate or if, in the sole opinion of CrossCheck, YOUR STORE(s) has significantly altered its method of doing business. If YOUR STORE(s) believes any adjustments are needed with respect to any debits or credits effected by CrossCheck with respect to the account for any amounts due to or due from YOUR STORE(s), or if YOUR STORE(s) has any questions or concerns regarding a statement or the transactions processed and settled by CrossCheck, YOUR STORE(s) shall notify CrossCheck in writing within thirty (30) days of such statement or the date a debit or credit is effected, whichever is sooner. Said notice must be received at CrossCheck's corporate location as identified within this Agreement. If YOUR STORE(s) notifies CrossCheck after such time period, CrossCheck may, in its discretion and at YOUR STORE(s)' cost, investigate the matter but CrossCheck shall not have any liability to effect any related adjustment absent any gross negligence or willful misconduct by CrossCheck. Any voluntary efforts by CrossCheck to investigate such matter shall not create any obligation to continue such investigation or to investigate any future notice of a question, concern or possible adjustment that is not timely submitted. Any discrepancies in billings must be brought to the attention of CrossCheck within ninety (90) calendar days of same. The failure by YOUR STORE(s) to so notify CrossCheck of these discrepancies within the prescribed timeframe shall result in the waiver of YOUR STORE(s)' right to subsequently claim an entitlement to the referenced billings.

II. REQUIREMENTS FOR PROCESSING ACH TRANSACTIONS: YOUR STORE(s), as Originator, will submit ACH transactions, defined as electronic fund transfers originated by YOUR STORE(s) and processed through the ACH Network consisting of debit and/or credit entries ("Entries"), to CrossCheck, and one or more of its service providers and/or agents, as a third party processor (collectively "Processor"), for processing pursuant to the terms of this Agreement. Processor is a third-party processor affiliated with one or more Originating Depository Financial Institutions ("ODFI") and associated with the National Automated Clearing House Association ("NACHA"). CrossCheck and Processor on behalf of YOUR STORE(s), will initiate Entries to YOUR STORE(s)' designated bank account and initiate Entries for a customer's account as authorized by each customer and as directed by YOUR STORE(s), and as permitted by the ODFI, in accordance with the terms of this Agreement and the then-applicable NACHA Operating Rules ("Rules"). The Rules are available at www.nacha.org/rules. Before an Entry is initiated on behalf of a customer, YOUR STORE(s) shall obtain approval and authorization from the customer in the form required by the Rules, and deliver any notifications as required by the terms of this Agreement and the Rules, and verify the identity of the customer through commercially reasonable methods. All demand deposit account Entries must be from U.S. residents and drawn on or payable through a federally insured depository financial institution, be based on checking accounts with a valid bank routing number and account number, and be in an amount not to exceed YOUR STORE(s)' limit. All items, goods and services purchased in a single transaction shall be included in the total amount on a form of proof of purchase. YOUR STORE(s) agrees not to initiate and shall terminate any preauthorized or recurring payment in the event a customer notifies YOUR STORE(s) that authorization has been revoked. All customer authorizations will be retained for a period of two (2) years or as required by the Rules, if longer. If proof of valid customer authorization is required, YOUR STORE(s) shall provide proof of authorization to CrossCheck within two (2) business days of a request. In the event YOUR STORE(s) cannot provide proof of customer authorization and Processor incurs a penalty or other charge as a result, CrossCheck shall have the right to offset and chargeback said amount(s) to YOUR STORE(s). YOUR STORE(s) shall establish and maintain procedures to safeguard against unauthorized transactions. YOUR STORE(s)' acceptance of any improper Entry shall be grounds for termination of this Agreement. **YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE ACCOUNT HOLDER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT OR DEVICE TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE AS FOLLOWS: IF THE SUBJECT TRANSACTION HAS AN AGGREGATE VALUE OF \$500 OR MORE, AND INVOLVES INTERSTATE COMMERCE, THEN THE VIOLATION MAY BE PUNISHABLE BY A FINE NOT TO EXCEED \$10,000 OR TEN YEARS IMPRISONMENT. SHOULD THE VIOLATION FAIL TO MEET THE ABOVE STANDARD, THE VIOLATION MAY RESULT IN A FINE NOT TO EXCEED \$5,000 WITH POTENTIAL IMPRISONMENT OF NOT MORE THAN ONE YEAR. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER SUBMISSION FOR PROCESSING SHALL BE INTERPRETED AS AN UNLAWFULLY INITIATED DEBIT TRANSACTION PURSUANT TO THIS NOTICE. ANY AMENDMENTS TO SAID STATUTES MAY NOT APPEAR IN THIS AGREEMENT AND CROSSCHECK EXPRESSLY RESERVES THE RIGHT TO DETERMINE WHETHER TO INCLUDE ANY SUCH AMENDMENTS. IN THE EVENT OF SUCH A VIOLATION, YOUR STORE(S) AGREES AND WARRANTS TO HOLD CROSSCHECK AND ALL OF ITS ASSIGNS AND ASSOCIATES STORE(S) REFUSES OR IS UNABLE TO REIMBURSE CROSSCHECK FOR ANY SUCH OCCURRENCE IT IS EXPRESSLY STATED AND UNDERSTOOD THAT YOUR STORE(S) IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND CROSSCHECK WILL PURSUE ALL LEGAL, CIVIL AND COLLECTION REMEDIES AS IS POSSIBLE UNDER LAW.**

III. SUBMISSION AND RETURN OF ENTRIES: YOUR STORE(s) shall be responsible for the accuracy and propriety of all Entries submitted for processing. CrossCheck may contact YOUR STORE(s) to ascertain the validity of the Entry prior to processing. CrossCheck and Processor assume no responsibility in the event the Entry is rejected due to file invalidity. The effective Entry date is the date the ACH Entry is intended to post to the account of the customer as stated in the Entry. The effective date an Entry is converted to a settlement date by the ACH Operator is if the effective date is the same day or prior to the transmission date, or falls on a Saturday, Sunday, or holiday on which the ODFI or ACH Operator is closed. Entries received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective Entry day. Entries received after the deadline will be processed the next banking day as defined in the Rules. YOUR STORE(s) does not have the right to cancel or amend any Entry after submission. If YOUR STORE(s) discovers that any Entry it has initiated was in error, YOUR STORE(s) shall immediately notify CrossCheck of such error, and CrossCheck and Processor may utilize best efforts, consistent with the Rules, to correct the Entry. In all such cases, it shall be YOUR STORE(s)' responsibility to notify affected customers that an Entry has been made that is inconsistent with the authorization or is erroneous. The Rules mandate that YOUR STORE(s)' unauthorized return rate cannot exceed a proscribed percentage of its Entries. Because violations are subject to Rules enforcement and possible fines, CrossCheck and Processor monitor unauthorized ACH return rates to ensure YOUR STORE(s) is operating in compliance. In the event YOUR STORE(s) exceeds the acceptable limits established by CrossCheck, CrossCheck may, in its sole discretion, may terminate the Agreement. CrossCheck, Processor and ODFI shall have no liability to YOUR STORE(s) or to the customer arising out of YOUR STORE(s)' initiation of unauthorized, erroneous or invalid Entries, CrossCheck's and Processor's efforts to correct such Entries if any, or the rejection of an Entry. YOUR STORE(s) shall indemnify and hold CrossCheck, Processor, ODFI harmless from any such liability and any penalties, fees, court costs, and attorney's fees, incurred in connection with any claim asserting such liability. In the event any Entries are returned or rejected by the ACH Operator due to the mishandling or error by CrossCheck or Processor and sufficient information is available to CrossCheck or Processor to permit it to remake such Entries, CrossCheck or Processor may remake such Entries. Upon request, YOUR STORE(s) shall make available to CrossCheck all information necessary to remake any files of Entries for the preceding ten (10) days. Except as provided herein, in the event any Entries are rejected or returned by the ACH Operator, CrossCheck or Processor for any reason whatsoever, it shall be the responsibility of YOUR STORE(s) to remake and resubmit such Entries or otherwise resolve the rejection or return in accordance with the Rules. CrossCheck, Processor and ODFI have the right to reject any Entry if YOUR STORE(s) has failed to comply with any requirement in the Agreement, or where initiating such Entry could violate any applicable law or regulation. CrossCheck may immediately charge back to YOUR STORE(s) the amount of any ACH payment returned by a receiving bank for any reason, specifically including but not limited to payment not approved or authorized, or any reason as delineated in the Agreement or the Rules. Should any fees or the amount of any returned ACH item be due to CrossCheck or Processor, YOUR STORE(s) agrees to pay these fees and/or costs. YOUR STORE(s) shall immediately reimburse CrossCheck for any returns or shortfalls that occur in YOUR STORE(s)' settlement account with respect to Entries. If it becomes necessary for a reversal of a transaction to be initiated, YOUR STORE(s) shall request in writing to CrossCheck to initiate such reversal. YOUR STORE(s) shall provide CrossCheck with any and all information necessary to create such reversal. A fee of no more than \$25 dollars for each transaction reversal may be charged to YOUR STORE(s) by CrossCheck.

IV. CONSUMER AUTHORIZATION INITIATES ENTRY: YOUR STORE(s) acknowledge that the consumer's authorization allows CrossCheck and Processor to initiate an Entry for YOUR STORE(s) against that consumer's bank account. It further permits CrossCheck and Processor to reinitiate an Entry where the original Entry is returned and to assess a returned payment against the consumer. Any and all such fees received by CrossCheck for returned payments shall be the sole property of CrossCheck.

V. RECURRING ACH TRANSACTIONS: Only YOUR STORE(s), covered by this Agreement, shall contact CrossCheck to request a recommendation or authorization, as applicable, for each recurring transaction which are for YOUR STORE(s)' U.S. transactions, drawn in U.S. Dollars, and presented to YOUR STORE(s) for goods or services purchased by the consumer at the time of the request. Based on CrossCheck's experience, the information in CrossCheck's computer files, and/or the information provided by YOUR STORE(s), CrossCheck shall inform YOUR STORE(s) whether CrossCheck will recommend or authorize, as applicable, each such transaction. YOUR STORE(s)' decision to accept or reject any transaction shall be made solely at YOUR STORE(s)' own discretion. CrossCheck's authorization of any transaction does not mean that such transaction conforms to the requirements of this Agreement, the Rules, or any applicable law, rule, regulation or policy. CrossCheck will continue to process the next scheduled transaction for the following bank return reasons: Non-Sufficient Funds, Uncollected Funds, None Given, and Other. However, should the next two (2) regularly scheduled transactions be unsuccessful, no further processing shall occur. CrossCheck will revoke recurring billing for all other return reasons not listed here. Upon request by CrossCheck, YOUR STORE(s) shall obtain a Notice of Change form and/or renewed express authorization from the consumer prior to any further processing by CrossCheck. YOUR STORE(s) shall further confirm that any issue with respect to a consumer account has been resolved prior to initiating any further transactions with respect to that consumer's account. CrossCheck may establish minimum and maximum amount limitations on ACH transactions presented for processing by YOUR STORE(s), and YOUR STORE(s) shall not accept or attempt to process transactions not meeting or exceeding those limitations. YOUR STORE(s) agrees to provide CrossCheck with any and all information necessary to assist CrossCheck in determining the amount of said transactions. YOUR STORE(s) further agrees to inform CrossCheck immediately of any changes in its business operations, rules or regulations, which may affect this determination. YOUR STORE(s) further agrees to adhere to the limitations as established by CrossCheck as a condition precedent to the processing of any ACH transaction by Processor.

VI. NOTICES TO CONSUMERS: CrossCheck shall provide YOUR STORE(s) with ACH transaction notices and signage to be displayed at the point-of-sale (POS) which informs consumers of YOUR STORE(s)' use of CrossCheck's services, among other things. YOUR STORE(s) agrees to use such notices and signage and to provide same to the consumer as required by law, or post any signage for consumers as required by law, regarding electronic payment processing, authorization, and any fees charged for returned payments. YOUR STORE(s) agrees to display any required notices or signage in the best visible and unhindered location. From time to time, CrossCheck may design educational and promotional materials and send same to YOUR STORE(s) for YOUR STORE(s) to distribute to customers. YOUR STORE(s) further agrees to immediately remove and properly dispose of stale promotional materials and to display the most current materials upon receipt of same from CrossCheck. YOUR STORE(s) will discontinue the use of all of CrossCheck's promotional materials and properly remove said materials upon receipt of written notification of suspension, termination, or cancellation of this Agreement. In the event of termination, YOUR STORE(s) shall properly discard all promotional materials related to CrossCheck's services at YOUR STORE(s)' expense.

VII. FUNDING AND PROVISIONAL SETTLEMENTS: YOUR STORE(s) acknowledges that all settlements between CrossCheck and YOUR STORE(s) are provisional and subject to CrossCheck's review of YOUR STORE(s)' compliance with this Agreement. CrossCheck, in its sole discretion, may opt to apply hold days to YOUR STORE(s)' account in order to control settlement timing for all of YOUR STORE(s)' transactions. YOUR STORE(s) understands that funding for each transaction will be set by CrossCheck in CrossCheck's sole discretion. CrossCheck reserves the right to change the funding schedule at any time.

VIII. RESERVE ACCOUNT: Where, in CrossCheck's sole discretion, a reserve account is required, YOUR STORE(s) expressly authorizes CrossCheck to establish a reserve account for all transactions. The amount of the reserve account shall be determined by CrossCheck in its sole discretion based upon criteria established by CrossCheck, including but not limited to YOUR STORE(s)' processing information and history, generally not to exceed one hundred percent (100%) of YOUR STORE(s)'s highest monthly origination total for a period established by CrossCheck. Reserve accounts shall be funded by CrossCheck deducting or offsetting an amount up to three percent (3%) of total payments otherwise due to YOUR STORE(s) from CrossCheck each month, until the reserve account amount has been met. YOUR STORE(s) acknowledges and agrees that the reserve account may be used by CrossCheck to fund any and all returned items. CrossCheck shall also have the right to offset and pay itself from the reserve account for all returned Entries, fees, damages, or other costs and expenses (including reasonable attorneys fees) that may arise out of ACH processing for YOUR STORE(s) or for which YOUR STORE(s) has agreed to pay CrossCheck pursuant to the terms of this Agreement. CrossCheck may sequester, segregate, or transfer to itself any portion or all of the reserve account that CrossCheck believes is needed to pay such obligation and may hold and use such amount for its own benefit and protection, as opposed to any such amount being held for YOUR STORE(s)'s benefit or the benefit of any third party. YOUR STORE(s) acknowledges and agrees that until such time as all amounts owed by YOUR STORE(s) to CrossCheck and its obligations under the Agreement, including to pay any returns, are paid, all funds in the reserve account shall be considered to be held by CrossCheck for CrossCheck's sole interest, benefit and protection, shall be considered the property of CrossCheck, and shall not be considered for the benefit of YOUR STORE(s) or the property of YOUR STORE(s). In the event of termination of this Agreement by either party, an immediate reserve account may be established without notice. Any reserve account will be held by CrossCheck for a period of twelve (12) months following the termination of the Agreement. YOUR STORE(s)' funds may be held in an account established as a reserve account for other CrossCheck merchants and comingled, and YOUR STORE(s) understands and agrees that said accounts will not necessarily involve an independent escrow agent. Further, these accounts shall be non-interest bearing. Should YOUR STORE(s)' funds in the reserve account be insufficient to cover any fees, chargebacks or other items as set forth in this Agreement, YOUR STORE(s) shall immediately pay CrossCheck such sums upon request. The aforementioned rights and remedies are not intended to be exclusive and are cumulative to CrossCheck's other rights and remedies under this Agreement. CrossCheck reserves the right to change reserve requirements in its sole and absolute discretion. Processor may require YOUR STORE(s) to establish a reserve bank account with Processor's selected ODFI.

IX. CHARGEBACKS AND RETURNS: YOUR STORE(s) shall bear all risk of loss, without warranty or recourse to CrossCheck for the amount of any transaction, or other amounts due CrossCheck due to or caused by chargebacks including but not limited to return of merchandise, services not provided, customer chargebacks, and chargebacks of non-compliant claims. CrossCheck reserves the right to charge a \$25 fee for said chargebacks. CrossCheck shall have the right to debit YOUR STORE(s)' designated account or any other funds of YOUR STORE(s) in YOUR STORE(s)' direct or indirect control by reason of YOUR STORE(s)'s security interest granted to CrossCheck by YOUR STORE(s) hereunder, and to chargeback or refuse to credit YOUR STORE(s)' account for such transactions wherein CrossCheck has determined that YOUR STORE(s) failed to comply with any of the terms and conditions of this Agreement.

X. MOTOR VEHICLE LEASING AND SALES: Entries for the sale or lease of a Motor Vehicle shall not be processed unless all the following requirements are met: (i) An authorization number shall be obtained for the Entry; (ii) the down payment amount shall not exceed thirty-five percent (35%) of the cash price of the vehicle, excluding trade-ins, manufacturers rebates, dealer incentives and taxes; should YOUR STORE(s) accept an Entry that exceeds this amount, the Entry shall be ineligible for prospective warranty reimbursement; and (iii) should the sale or lease be financed, said sale or lease shall be financed by a finance company that does not have common ownership with YOUR STORE(s). Entries consisting of payment for a pre-paid lease and purchases and/or leases which subsequently result in a rollback, rescission or unwound deal, are ineligible for prospective warranty reimbursement.

XI. AUTHORIZATION TO ACCESS YOUR STORE(S)' ACCOUNT: YOUR STORE(s) shall at all times maintain a demand deposit account at a bank that is a member of the Federal Reserve System utilizing the Automated Clearing House paperless entry system. s entry system. YOUR STORE(s) hereby authorizes CrossCheck to initiate debit and credit entries to YOUR STORE(s)' account. YOUR STORE(s)' authorization shall continue in effect for at least one hundred eighty (180) days after termination of this Agreement, or for a longer period as determined necessary by CrossCheck in the exercise of its reasonable discretion in order to properly conclude business. Unless a reserve or delay is placed on YOUR STORE(s)' account, CrossCheck will process settlement to YOUR STORE(s)' bank within two (2) business days following the successful debit of an Entry from a consumer's account. In no event shall YOUR STORE(s) close, restrict, deny access to or change the account in any way without written approval from an officer of CrossCheck. CrossCheck may holdback certain amounts where CrossCheck is investigating a transaction for breach of this agreement or transactional requirements by YOUR STORE(s) or for other reasons. CrossCheck shall monitor YOUR STORE(s)' transactional activity and YOUR STORE(s) agrees that CrossCheck may holdback funds for a reasonable period to investigate account activity. CrossCheck will attempt to notify YOUR STORE(s) of any investigation but CrossCheck shall have no liability to YOUR STORE(s) or any other party, for any such actions taken by CrossCheck. YOUR STORE(s) agrees that CrossCheck may debit any account of YOUR STORE(s) for which CrossCheck has information or hold, setoff or retain funds to pay or protect against amounts owed CrossCheck or based on YOUR STORE(s)' financial condition. CrossCheck will not be liable for the dishonor or return of any item, or for any fees associated therewith as a result of actions taken hereunder.

XII. TERMS AND CONDITIONS: YOUR STORE(s)' compliance with the terms and conditions of this Agreement to include the Agreement in its entirety, is an express condition to this Agreement. CrossCheck reserves for itself sole discretion to determine if YOUR STORE(s) has complied with the terms and conditions of this Agreement. All terms and conditions of this Agreement, to include the Agreement in its entirety, may be changed by CrossCheck at any time upon ten (10) calendar days written notice. Such changes shall supersede any previous terms and conditions. This Agreement may not be modified unless it is in writing and accepted by an officer of CrossCheck. Failure to comply with any of the terms and conditions established herein, the Rules, or any other applicable law may, in addition to other penalties, subject YOUR STORE(s) to chargebacks, withholding of funds and returns, and may be grounds for immediate suspension/termination of services and indemnification of CrossCheck by YOUR STORE(s) pursuant to this Agreement. Any notice permitted or required by this Agreement shall be deemed given when sent by first class, facsimile transmission, or overnight delivery, and addressed to the appropriate party at the respective address contained within this Agreement. This Agreement includes your Confirmation letter(s), which

collectively forms the entire Agreement between YOUR STORE(s) and CrossCheck with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between YOUR STORE(s) and CrossCheck and/or its representative(s). YOUR STORE(s) agrees that the failure by CrossCheck to enforce any terms or conditions of this Agreement is not a waiver of any terms or conditions herein contained. YOUR STORE(s) shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from CrossCheck. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. YOUR STORE(s) agrees not to use any competitive service during the term of this Agreement. YOUR STORE(s) agrees that CrossCheck may use YOUR STORE(s)' name in its promotional and advertising material. CROSSCHECK AND PROCESSOR DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CROSSCHECK AND PROCESSOR DO NOT WARRANT THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOUR STORE(S) ACKNOWLEDGE THAT THE SERVICES ARE PROVIDED "AS IS", AND THAT AN AUTHORIZATION FOR PAYMENT IS NEITHER A WARRANTY THAT THE PERSON PRESENTING THE AUTHORIZATION IS THE RIGHTFUL ACCOUNT HOLDER NOR A PROMISE OR GUARANTEE BY CROSSCHECK THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO YOUR STORE(S) FOR THE AUTHORIZED TRANSACTION. YOUR STORE(S) ACKNOWLEDGE THAT AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT REVERSAL OF A PREVIOUSLY AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

XIII. DEFAULT: Should YOUR STORE(s) become delinquent, or fail to comply with the terms and conditions of this Agreement, then CrossCheck may, at its option, take any or all of the following actions: Delay the transmission of a settlement to YOUR STORE(s)' bank account for a processed transaction the same number of days that YOUR STORE(s) was delinquent in paying any fee when due, void all transactions submitted for processing by YOUR STORE(s) not previously processed, demand immediate payment for all amounts owed under this Agreement, and immediately terminate the Agreement. Should any employee, or agent(s) of YOUR STORE(s) engage or participate, directly or indirectly, as principal or accessory, in any activity for the purpose of improperly processing transactions, or if YOUR STORE(s) has notice, either actual or constructive, of any fraudulent activity or conduct, then this Agreement shall be immediately terminated, all transactions voided, and the total amount due for all YOUR STORE(s) covered by this Agreement shall become due and payable immediately. CrossCheck shall have, and YOUR STORE(s) acknowledges that CrossCheck has, the right to bill YOUR STORE(s) a 1.5% interest fee per month on any amount owed by YOUR STORE(s) to CrossCheck that becomes delinquent. YOUR STORE(s) acknowledges that the assessment of any late fee and/or acceptance of any payment from YOUR STORE(s) does not waive any rights that CrossCheck may have under this Agreement. If legal action is taken by CrossCheck to enforce this Agreement, then CrossCheck shall have the right to court costs and reasonable attorney's fees as determined by the court. YOUR STORE(s) acknowledges and agrees that, notwithstanding anything to the contrary, CrossCheck shall not be liable for any lost profits or loss of goodwill, or for special, indirect, incidental, consequential or punitive damages or any other damages not so specified, arising out of or relating to, this Agreement. If CrossCheck is found to be liable under this Agreement, the entire liability of CrossCheck for all causes of action arising out of or in connection with this Agreement or the relationship between the parties, shall not exceed in the aggregate, the total fees actually paid by YOUR STORE(s) to CrossCheck pursuant to this Agreement for the three (3) month period immediately preceding the date the first claim arises hereunder.

XIV. TERM AND TERMINATION: The term of this Agreement shall be for a period of one (1) year from the date of acceptance by an officer of CrossCheck. Upon expiration of the initial term, this Agreement will automatically renew for successive one (1) year periods unless terminated by YOUR STORE(s) by giving written notice to CrossCheck, which must be received at CrossCheck's corporate location as identified within this Agreement, within thirty (30) days prior to the end of the then-effective term. If YOUR STORE(s) receives notice of an increase in fees, YOUR STORE(s) may terminate this Agreement by giving written notice to CrossCheck which must be received at CrossCheck's corporate location, as identified within this Agreement, within ten (10) calendar days from the date of the increase in fees. YOUR STORE(s) understands and agrees that should YOUR STORE(s) terminate this Agreement prior to the conclusion of the applicable term, YOUR STORE(s) shall be billed \$249.00 as an early termination fee. YOUR STORE(s) further agrees that this termination fee is reasonable and is based on the financial impact caused by early termination. CrossCheck may terminate this Agreement upon ten (10) calendar days' written notice to YOUR STORE(s). CrossCheck may terminate this Agreement immediately upon written notice to YOUR STORE(s) in the event YOUR STORE(s): (a) files for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any similar proceedings applicable to similarly situated companies or corporations, as applicable, (b) has such a legal or governmental proceeding instituted against it, (c) has an excessive number of inaccurate, fraudulent, returned or rejected Entries or inaccurate or fraudulent authentication data, as determined in the sole discretion of CrossCheck, (d) is the subject of any type of regulatory investigation or action, (e) fails to pay or settle Entries, (f) fails to maintain any required balances in the Reserve or Settlement account, (g) fails to comply with the Rules or the terms of this Agreement, (h) breaches any representation or warranty under this Agreement, or (i) fails to pay any fees or service charges due under this Agreement within three (3) days after transmittal of a debit to the Settlement Account. CrossCheck may also terminate the Agreement immediately upon written notice to YOUR STORE(s) in the event: (j) CrossCheck or Processor must terminate the contractual relationship with YOUR STORE(s) due to state or federal regulatory body requirements, (k) CrossCheck determines in its sole discretion that providing the services to YOUR STORE(s) falls outside of CrossCheck's risk tolerance levels, which may include knowledge: (i) of a material change in YOUR STORE(s)'s financial status, structure, or business operations, (ii) that CrossCheck is likely to experience a financial loss or harm by continuing to provide the services to YOUR STORE(s), or (iii) or reasonable suspicion that YOUR STORE(s) is involved in fraudulent or suspicious activity; or (m) CrossCheck or Processor is unable to process transactions for YOUR STORE(s) for any reason that is out of CrossCheck or Processor's control or CrossCheck no longer has the ability to process transactions for YOUR STORE(s). This Section is not intended to limit any right of CrossCheck to terminate the Agreement as provided by any other Section of the Agreement.

XV. YOUR STORE(S) WARRANTS: YOUR STORE(s) warrants there is a permissible purpose consisting of a legitimate business need for the information and services provided by CrossCheck in connection with a business transaction initiated by the consumer. For all Entries initiated by YOUR STORE(s) and to the best of YOUR STORE(s)' knowledge, YOUR STORE(s) represents and warrants that the customer or the receiver has authorized the initiation of the Entry and the debiting or crediting of the account in the amount which is due and owing on the effective Entry date shown on such Entry, and that the authorization is in effect at the time of the transmittal by YOUR STORE(s) and has not been revoked. YOUR STORE(s) represents that the authorization is in conformity with the Rules, and that it has provided all notices and disclosures to all customers on whose behalf Processor processes any Entry that is required by the Rules and applicable laws and regulations. YOUR STORE(s) is aware of and bound by the Rules, including but not limited to, the provision making payment of an Entry provisional until receipt of the final settlement for such Entry. YOUR STORE(s) acknowledges and agrees that it has been notified of the Rule regarding provisional payment and that if such settlement is not received, the Receiving Depository Financial Institution ("RDFI") shall be entitled to a refund from the receiver of the amount credited and YOUR STORE(s) shall not be deemed to have paid the receiver the amount of the Entry. Processor shall be entitled to rely upon the information, representations and warranties provided by YOUR STORE(s), and shall not be responsible for the accuracy, completeness or authenticity thereof. Processor and YOUR STORE(s) recognize that customers may direct inquiries or disputes regarding transactions between customer and YOUR STORE(s), to Processor. YOUR STORE(s) agrees to fully and timely cooperate with Processor in such instances, and to maintain procedures to respond to said inquiries and disputes in full compliance with the law. YOUR STORE(s) further agrees to provide to Processor any information reasonably requested concerning an inquiry or dispute received by Processor. If YOUR STORE(s) fails to cooperate with Processor with regard to an inquiry or dispute, YOUR STORE(s) may be subject to a reversal of that transaction. YOUR STORE(s) agrees to investigate in good faith any inquiry into allegations concerning ACH transactions, and to take reasonable actions to ensure all transactions have been authorized by the customer and are in compliance with the Rules. YOUR STORE(s) is strictly prohibited from and shall not pass on any fees, costs or charges incurred by YOUR STORE(s) under the terms of this Agreement, to the consumer, as part of this service or otherwise.

XVI. AUDIT RIGHTS: CrossCheck and Processor shall have the right to audit YOUR STORE(s) concerning its compliance with the Agreement, the Rules and applicable regulations. CrossCheck and Processor shall have the right to request that YOUR STORE(s) provide updated information and supporting documentation to confirm YOUR STORE(s)' then-current business and credit status, which YOUR STORE(s) shall provide in a timely manner following receipt of a request, which in no case shall be later than ten (10) business days from the date of the request. The failure to provide the requested information and documentation in a timely manner shall be deemed a material breach of the Agreement by YOUR STORE(s). Upon reasonable notice to YOUR STORE(s), YOUR STORE(s) shall permit CrossCheck or Processor to inspect YOUR STORE(s)'s books and records and make any on-site visits to YOUR STORE(s)' locations with regard to all information deemed by CrossCheck or Processor to be necessary or pertinent to YOUR STORE(s)'s use of the ACH services provided under this Agreement. Information subject to the right of inspection include YOUR STORE(s)' business policies, procedures and processes, information on accounting and operations practices, as well as information regarding YOUR STORE(s)'s customers, clients, vendors, and processors if, in the opinion of CrossCheck or Processor, YOUR STORE(s)' relationship with such parties is materially related to YOUR STORE(s)'s ACH transaction activity, conducted for the benefit of YOUR STORE(s) by CrossCheck or Processor under this Agreement. At CrossCheck or Processor's request, which may be at least on an annual basis, YOUR STORE(s) shall provide information in form and content satisfactory to CrossCheck or Processor, of YOUR STORE(s)'s financial condition, operational capabilities, data security, compliance with applicable laws, and internal audit procedures sufficient to demonstrate to CrossCheck's or Processor's satisfaction of YOUR STORE(s)'s continued ability to perform its obligations under this Agreement and under the Rules.

XVII. COMPLIANCE WITH RULES AND LAW: YOUR STORE(s) accepts and agrees to be bound by the terms of this Agreement, the Rules, the US Federal Reserve, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, consumer data privacy laws, the requirements of the FTC, the Electronic Funds Transfer Act and Regulation E, any other rules and regulations governing the processing of ACH Entries, as well as any other applicable state and federal laws. YOUR STORE(s) shall not, among other things, violate any prohibitions set forth or enforced by the Office of Foreign Assets Control, or act on behalf of or transmit funds to or from any party subject to such prohibitions. YOUR STORE(s)' failure to comply with the terms of this Section shall be grounds for immediate termination of the Agreement.

XVIII. LIMITATION ON LIABILITY: CrossCheck will be responsible for providing the services as a third party processor in accordance with the terms of this Agreement, the Rules, and applicable regulations. CrossCheck will not accept responsibility for errors, acts, or failure to act by others, including but not limited to banks, communication providers, common carriers, or clearing houses through with Entries may pass or originate. CrossCheck shall not be liable for any loss, liability or delay in receipt of transmittal of funds or errors in credit or debit entries caused by third parties, including without limitation, the Automated Clearing House, any depository financial institution, or any agent of YOUR STORE(s).

XIX. INDEMNIFICATION: YOUR STORE(s) hereby agrees to indemnify, defend and hold CrossCheck harmless from any and all claims, damages, liabilities, and expenses, including reasonable attorney fees and litigation costs arising from the performance or nonperformance of YOUR STORE(s)' obligations under this Agreement including, but not limited to, any negligence of YOUR STORE(s) or any alleged or actual violations by YOUR STORE(s)' agents or its subcontractors, or YOUR STORE(s)' employees, of any governmental laws, regulations or rules.

XX. CONFIDENTIALITY, DATA SECURITY AND DATA USE: In compliance with applicable state and federal laws and regulations, YOUR STORE(s) shall treat all information it receives or that comes to its attention in connection with the performance of this Agreement, including but not limited to consumer personal and financial information, and information concerning electronic payments, as strictly confidential ("Confidential Information"). YOUR STORE(s) certifies that it shall utilize and retain Confidential Information only for the business purpose set forth in this Agreement, and it shall not sell, share or disclose Confidential Information to any unauthorized or third parties. YOUR STORE(s) shall take reasonable security measures to maintain the security of Confidential Information, which in no event shall be less than the measures YOUR STORE(s) takes to protect its own confidential information. YOUR STORE(s) shall limit access to Confidential Information solely to those who have a need to know Confidential Information, monitor the activities of employees with access to Confidential Information, and prevent the unauthorized use and/or disclosure of same. In conformance with applicable laws, CrossCheck has policies and procedures in place to safeguard all sensitive, confidential and private information, and shall use commercially reasonable efforts to maintain the security of the information provided by YOUR STORE(s) and to prevent the unauthorized use and/or disclosure of same. CrossCheck may use the information it receives from YOUR STORE(s) for the following purposes: to provide the services under this Agreement, for services under the FCRA and/or the GLBA, for debt collection, and for any of its other products or services, as applicable. California Notice of Privacy Rights: Information on privacy rights of California consumers and CrossCheck's Privacy Policy may be found at www.cross-check.com/privacy-policy or by calling 800-843-0760.

XXI. FORCE MAJEURE: CrossCheck shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond CrossCheck's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of CrossCheck whose performance is affected. CrossCheck shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond CrossCheck's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non liability, the party experiencing the difficulty shall give the other prompt notice, defined hereinafter as that degree of notice which is reasonable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

XXII. VENUE: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ANY ACTION ARISING OUT OF THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF SONOMA COUNTY, CALIFORNIA. YOUR STORE(S) AGREES THAT THIS AGREEMENT WAS FORMED IN SONOMA COUNTY, CALIFORNIA, UPON ACCEPTANCE BY AN OFFICER OF CROSSCHECK.

XXIII. PRINCIPAL OF YOUR STORE(S): In consideration for entering into this Agreement, Consumer/Principal of YOUR STORE(s) hereby absolutely and unconditionally personally guarantees the full and prompt payment of any and all amounts owed as contemplated by this Agreement. In addition and if applicable, Consumer/Principal of YOUR STORE(s) understands and expressly consents to waive any and all protections as afforded by Consumer/Principal of YOUR STORE(s)' status as a corporation. Consumer/Principal of YOUR STORE(s) understands and expressly consents that this guarantee is continuing, binding upon heirs and successors and may not be changed except in writing, signed by an authorized representative and accepted by an officer of CrossCheck. Consumer/Principal of YOUR STORE(s) agrees to all terms and conditions herein and attached recitals. Consumer/Principal of YOUR STORE(s) understands and agrees that nothing contained therein modifies any of the terms and conditions of the executed Agreement currently in effect.

ADDITIONAL TERMS FOR GUARANTEE SERVICE (ONLY APPLICABLE TO ACH WITH GUARANTEE)

The following Sections shall only apply to Entries with ACH guarantee, and shall not apply to Entries with only ACH processing:

XXIV. AUTHORIZATIONS: Only YOUR STORE(s), covered by this Agreement, shall contact CrossCheck to request authorization numbers for all Entries, drawn in U.S. dollars on U.S. resident accounts, and presented to YOUR STORE(s) for goods or services purchased by the customer at the time of the authorization. Based on CrossCheck's experience, the information in CrossCheck's and/or third party computer files, and the information provided by YOUR STORE(s), CrossCheck shall inform YOUR STORE(s) whether CrossCheck will issue an authorization number for each such Entry. YOUR STORE(s)' decision to accept or reject any transaction shall be made solely at YOUR STORE(s)' own discretion. YOUR STORE(s) understands and agrees that from time to time, CrossCheck may change, modify or otherwise revise authorization parameters in order to effectively manage YOUR STORE(s)' account. YOUR STORE(s) understands and agrees that it may be subject to billing adjustments for providing inaccurate information to CrossCheck, including but not limited to instances wherein a discrepancy is identified between the Entry amount and the amount submitted by YOUR STORE(s) to CrossCheck for approval. Acceptance for processing or issuance of an authorization number by CrossCheck does not mean such Entry or transaction conforms to the requirements of this Agreement or any applicable law, rule, regulation or policy. YOUR STORE(s)' acceptance of Entries subject to this Agreement effectuates an immediate assignment by operation of law, to all right, title and interest in and to such Entry(s) and to the debt incurred for which the ACH was made as payment, to CrossCheck.

XXV. WARRANTY AND WARRANTY EXCLUSIONS: The provisions of this Section shall only apply to Entries selected by YOUR STORE(s) for ACH guarantee, and shall not apply to Entries selected only for ACH processing. CrossCheck warrants the accuracy of its information. CrossCheck will pay YOUR STORE(s), up to the approval limit, the approved amount of any Entry covered by this Agreement when the information received from CrossCheck proves inaccurate and provided YOUR STORE(s) strictly complies with all the requirements of this Agreement, specifically including Warranty Exclusions. If an Entry is returned unpaid and submitted to CrossCheck for prospective warranty reimbursement, YOUR STORE(s) understands that the transaction will be reviewed to ensure YOUR STORE(s)' compliance with the provisions of the Agreement. The warranty by CrossCheck does not apply to any Entry not properly made and completed in its entirety at the time of its acceptance as follows:

(a)(i) Drawn on a depository institution account that is not federally insured or part of the ACH network, (ii) drawn on an account that is not a demand deposit account (DDA), (iii) drawn on a personal checking account of YOUR STORE(s), (iv) any transaction where the purpose is for the customer to receive cash or cash back, (v) any electronic fund transaction representing the financing of an existing obligation, whether previously owed to YOUR STORE(s), arising from the dishonor of an ACH, check, or disputed credit card, debit card, or other payment card, (vi) YOUR STORE(s) shall not submit any transaction for processing which represents an attempt to collect a chargeback, (vii) where the transaction is processed with a bank account of an agent or employee of YOUR STORE(s), an equity line account, a credit card check, an investment or trust account, a line of credit, a money market account, a bank account number from a convenience or temporary check, or a post-dated or pre-dated transaction.

(b)(i) Where YOUR STORE(s) fails to comply with any representation, warranty or covenant or failed to meet the requirements of this Agreement, to include the Agreement in its entirety, or applicable law, or has not been authorized in advance by CrossCheck as required hereunder, (ii) where the transaction is for a type of goods or services sold other than as disclosed in YOUR STORE(s)' application, (iii) where the amount of the transaction differs from the amount of the sale on the paperwork; (iv) in any other situation where the approval was executed or a credit was given to YOUR STORE(s) in circumstances constituting a breach of any representation or warranty of YOUR STORE(s) or in violation of applicable law; (v) where CrossCheck does not receive a copy of any work order, buyer's order, credit application, or any and all paperwork that may assist CrossCheck in locating and recovering money from a customer of YOUR STORE(s) as requested by CrossCheck within five (5) calendar days of the initial request, (vi) where the work order, invoice, credit application and all other supporting documentation does not indicate the name of the customer, or (vii) where security procedures were not followed by YOUR STORE(s).

(c)(i) Where goods have been returned or service canceled by the customer and that customer has requested a credit and such credit was not processed by YOUR STORE(s), (ii) the scope of the warranty provided by CrossCheck pursuant to this Agreement does not extend to policies imposed on YOUR STORE(s)' customers by YOUR STORE(s). YOUR STORE(s) understands and

agrees that such policies are expressly excluded from prospective warranty reimbursement and CrossCheck shall not reimburse YOUR STORE(s) for any fees assessed to YOUR STORE(s) customers as a result of YOUR STORE(s) internal policies; (iii) where a customer asserts a valid dispute to CrossCheck; such valid dispute shall be determined to be asserted in good faith as determined by the exercise of reasonable discretion of CrossCheck, or (iv) any Entry against which a Stop Payment has been issued or has been marked Unable to Locate or Account Frozen/Held or is subject to any prior lien, as well as the following, including but not limited to unauthorized, forgery, altered/fictitious, unable to process and counterfeit, or drawn on an altered or fraudulent account.

(d)(i) Where CrossCheck has information from the customer's financial institution or the customer submits a notarized affidavit of forgery or police report that said item(s) were reported as fraudulent or unauthorized, (ii) where CrossCheck has information that YOUR STORE(s) committed fraud at the time of the transaction(s), or the transaction is not a sale by YOUR STORE(s) whether or not such transaction(s) was authorized by the customer or, if with respect to any one of YOUR STORE(s)' location(s), the number of any fraud incidents becomes excessive, in the sole determination of CrossCheck, then YOUR STORE(s) may be charged back for all transactions and this Agreement may be terminated immediately without notice, (iii) where YOUR STORE(s) accepts any Entry as a replacement of any previously dishonored payment, (iv) payment for accounts receivable or on credit or account, (v) any transaction upon which YOUR STORE(s) has accepted partial payment for any one particular sale or transaction, return of merchandise or entered into an agreement for payment, (vi) where the customer name for the Entry and the name on the work order, sales receipt or any other supporting documentation does not match, (vii) where YOUR STORE(s) accepts any Entry for which a refund is negotiated or cash is given at any given time, (viii) where YOUR STORE(s) accepts any Entry for which an approval number has previously been sought from CrossCheck or any competitive service and/or previously declined, or where any previously declined Entry or transaction information has been altered to obtain approval, (ix) where YOUR STORE(s) accepts any Entry negotiated for the purchase of a motor vehicle, except as provided in the paragraph below, (x) where YOUR STORE(s) accepts any Entry(s) for future deposit which is processed with an incorrect date, (xi) where YOUR STORE(s) has passed on any fees, costs or charges incurred by YOUR STORE(s) under the terms of this Agreement, on to the customer, (xii) where multiple Entries are processed to avoid or which appear to be for the purpose of avoiding the maximum approval limit, and (xiii) Entries that are limited as to their negotiability based on time parameters. CrossCheck may, at its option, debit YOUR STORE(s)' account if YOUR STORE(s) received credit for the Entry or decline to credit YOUR STORE(s), in any of situations stated herein.

Please sign in both areas below:

SIGNATURE OF OWNER/GUARANTOR: _____ DATE _____

PRINTED NAME OF OWNER/GUARANTOR: _____

CONSUMER/PRINCIPAL'S SIGNATURE: _____ DATE _____

PRINTED NAME OF CONSUMER/PRINCIPAL: _____

**CROSSCHECK'S ACCEPTANCE OF YOUR APPLICATION, ACCEPTED BY AN OFFICER OF CROSSCHECK
IN YOUR CONFIRMATION LETTER, FORMS THE ENTIRE AGREEMENT
CORPORATE OFFICE USE ONLY**

By: _____ Date: _____ Title: _____

Venue: SONOMA COUNTY, CALIFORNIA

Check Center is a registered name of CrossCheck, Inc.