

AS TO ACH ELECTRONIC FUNDS TRANSFER SERVICES:

You, the Merchant(s) (Receiver(s)) named in the Merchant Service Agreement, would like us, Creative Cashflow Solutions (CCFS), or our authorized Agent, to provide you Automated Clearing House (ACH) services as a Third Party Processor of CCFS transactions. These transactions will be placed through a bank with whom we have a relationship, who will be acting as the Originating Depository Financial Institution (ODFI). We will debit money (Debit Entry) for the purpose of collecting Automatic Payments from the accounts of your Merchants (Check Writers) and/or credit money (Credit Entry) for the purpose of paying your accounts receivable in accordance with the terms of this Agreement, the Operating Rules ("Rules") of the National Automated Clearing House Association ("NACHA"), and the applicable Federal Regulations (Regulations) governing CCFS transactions. The terms of this Agreement do not limit your obligation to comply with the Rules. "Entry" or "Entries" shall mean either a Credit Entry or a Debit Entry. To provide CCFS services according to the Rules and Regulations, CCFS and you agree as follows:

Merchant Responsibilities Authorization

You will obtain authorization from your Check Writers prior to debiting and/or crediting their account. You will maintain records of the authorization as necessary to resolve disputes. The authorization must be maintained by you for a period of two (2) years after the termination of the authorization, or for the period specified by the Rules. CCFS reserves the right to audit all accounts.

Submitting Entries

- (A) On line Merchants will create a file containing Entries in a format acceptable to CCFS. You may electronically transmit your file to CCFS Host Processing System or deliver the file to CCFS during CCFS' business hours, as in (B) below
- (B) All other Merchants will fax or mail signed authorization forms in a format acceptable to CCFS.

Receiving Reports, Returns and Notifications of Change (NOC)

- (A) On line Merchants are responsible for communication with CCFS Host Processing System. You must dial into the CCFS Host Processing System to pick up your transaction files on a daily basis. All corrections must be made in accordance with the timing outlined in the Rules to Check Writer's information as provided by a NOC.
- (B) All other Merchants will notify CCFS of any changes or requests for resubmission of an Entry. This notification must be in writing and faxed or mailed to CCFS.

Representations

You represent and warrant that with respect to all Entries we originate for you that (i) each Check Writer has authorized the debiting and/or crediting of its account (ii) each Entry is for an amount agreed by the Check Writer and (iii) Entry is in all other respects properly authorized. You agree to indemnify us for any losses, liabilities, costs or expenses we suffer or incur as a result of any breach of these representations and warranties. If you receive notice that any pre-notification has been rejected, you will not initiate any entry until the cause for rejection has been corrected and another pre-notification has been submitted and accepted. You shall cease initiating entries immediately upon your receiving actual or constructive notice of the termination or revocation of authority.

Identifying Numbers

You understand that we may rely solely on identifying numbers provided by you to determine the bank and account of Check Writer even if the numbers identify a bank or account holder different from the one you identified by name. You will indemnify us for any losses, liabilities, costs or expenses we suffer or incur as a result of an incorrect account or other identification.

Regulatory Compliance

Merchant bears the final responsibility to ensure that the Merchant's policies and procedures meet the requirements of the Rules and Regulations. CCFS is very concerned that there be no problems with compliance. Merchant is encouraged to consult Merchant's counsel regarding compliance of authorization and payment procedures whenever there is any doubt about compliance.

Notice of Erroneous or Unauthorized Transfers

You agree to regularly and promptly review all entries and other communication sent to you and to immediately notify CCFS if you discover any discrepancy between your records and those provided by CCFS, the ODFI or your bank, or with respect to any transfer that you believe was not authorized by you. If you fail to notify CCFS within 14 calendar days after the date that CCFS mails or provides a statement of account or other report of activity to you, you will be responsible for all losses or other costs associated with any erroneous or unauthorized transfer.

CCFS Responsibilities

Accepting Transactions

- (A) CCFS will accept on line entries in the CCFS format via electronic transmission on a 24-hour basis, or office delivery during normal business hours of CCFS.
- (B) CCFS will accept all other entries via facsimile on a 24-hour basis, or office or mail delivery during normal business hours of CCFS.
- (C) Merchant does not have the right to cancel or amend an entry after submission to the ACH. Originating Transactions

CCFS will use the information provided by you to originate your Entries to the ACH. You understand that we may reject your Entries for any reason permitted or required in the Rules or Regulations. You also understand that your Entry may be rejected by us or its origination may be delayed if the Entry would cause us to violate any Federal Reserve or other regulatory risk control program or any other law or regulation. At your request, we will make reasonable efforts to reverse or delete an Entry but we will have no responsibility for the failure of ourselves or any other person or entity to comply with your request. All requests MUST be made in writing and faxed, delivered or mailed to CCFS.

Returned Entries and Notices of Change (NOC)

CCFS will apply returned entries to your account when they are received.

- (A) Return Items report will be delivered to you by CCFS the day there is activity to report. CCFS is responsible for correcting all NOC's received. CCFS will then create and make available to you a report containing the detailed information about the return entries.

- (B) Your agreement with CCFS is that you will not initiate Entries until such time as the NOC information has been received and records have been updated to include the NOC information. CCFS shall have no obligation to retransmit an Entry if the original transmission was not in compliance with these Terms and Conditions. If you request that the returned item be retransmitted, CCFS may do so in accordance with the Rules. You agree to pay any cost associated with retransmission.

Method of Transfer

We will transfer all funds to a custodial account at our ODFI. We will hold the funds until all preliminary returns have cleared and then the funds will be transferred to the Financial Institution and Account of your choice. The standard hold period is 4 banking days which may be extended. We can reduce the holding time upon written guarantee of the funds by your Financial Institution. CCFS reserves the right to place a longer hold period on the funds should questionable activity occur, or in the event that Originator's return rate increases significantly enough to warrant a longer hold period or as required by law.

Settlement and Finality

After the hold period for Debit Entries has expired, we will credit your Account by the amount but this credit will not be final until we have available funds. If any Debit Entry is returned to us (in a timely manner as described in the NACHA rules), we will debit the Account for the amount of the returned item plus fees and costs incurred by CCFS. In the event there are not sufficient funds in your Account to cover your obligations under this Agreement, you agree to pay us the amount of the deficiency on demand in immediately available funds. CCFS may debit any account maintained by you without further notice to or approval from you. Any Credit Entries that you create will be debited from your account in accordance with the hold period prior to the credit being distributed to your payees' accounts. In the event that the debit entry is returned for any reason, the credit entries will be cancelled due to the unavailability of funds.

Limits of Liability

CCFS will be responsible for our performance of the ACH services as a Third Party in accordance with the terms of this Agreement, and the Rules and Regulations. We cannot, however, accept responsibility for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or we receive or transmit information, and no such entity shall be deemed our agent. We, of course, also cannot be responsible for any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government, labor disputes, failures in communication networks, legal constraints or other events beyond our control.

AS TO CHEX COLLECTSM SERVICES:

The undersigned certifies the accuracy of all the foregoing information, and authorizes Bank or other investigative agency employed by Chex CollectSM to investigate the reference given to Chex CollectSM or statements or other data contained herein obtained from Merchant or from other persons, pertaining to the Merchant's credit, financial responsibility or accuracy of any of the foregoing information. Merchant further agrees to notify Chex CollectSM of any and all changes, which may occur from time to time, in the information and statements contained herein. Merchant hereby agrees to obtain a written authorization for any applicable return fee, before submitting a return check item to for processing. By placing authorization language acceptable to on any invoice, remittance advice, check acceptance Agreement, contract or similar document, which has been signed by Customer. Your PAID CHECKS will be electronically ACH deposited for FREE (e-mail address required), or check below

- If you wish to have your PAID CHECKS mailed to your HQ (\$1.50 charge per check)

This Agreement is between the above named Merchant and CCFS. This Agreement constitutes the only Agreement between the parties and all prior negotiations, agreements and understandings, whether oral or written are therefore superseded. No modification or amendment of this Agreement shall be effective unless in writing and signed by all parties. The Officer signing below certifies that he/she is authorized and empowered to execute this Chex CollectSM Merchant Agreement on behalf of Merchant and to bind Merchant to the terms and conditions stated herein.

1. Merchant authorizes Chex CollectSM to represent all return check items forwarded to Chex CollectSM by Merchant or Merchant's bank(s); this program is subject to a \$2,500.00 per check face value limit in accordance with the RCK Rules of NACHA. In such event, Chex CollectSM will proceed immediately to Secondary Collection.
2. Merchant authorizes Chex CollectSM to originate an electronic debit for a separate return fee and amount posted by the Merchant and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws.
3. Merchant agrees to complete a return item authorization form provided by Chex CollectSM and forward to the bank(s) utilized by Merchant so that all returns shall be forwarded to Chex CollectSM after first presentation.
4. Merchant agrees to display notices supplied to Merchant by Chex CollectSM at all point of sale locations at all times.
5. All represented and collected check items shall become due and payable to the Merchant, The Merchant shall be paid weekly for all items processed and cleared the previous week.
6. Chex CollectSM will be allowed sixty (60) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, Chex Collect will retain the right to complete their electronic re-presentation process for all returned check items forwarded to Chex CollectSM prior to said termination. agrees to forward all return fees to Chex CollectSM
8. Chex CollectSM will pay the Merchant 100% of the face value of the check or a percentage equal to the amount collected if partial payments are received. Chex CollectSM will pay Merchant weekly for all check amounts collected and released the previous week