

PAYLIANCE ACH CLIENT AGREEMENT

This Payliance ACH Client Agreement ("Agreement") constitutes the entire Agreement between the undersigned company, herein referred to as the "Client", and Payliance, Inc., an Ohio Corporation, herein referred to as the "Company" and sets forth the terms and conditions of the obligations of each party. Client understands and agrees that each service listed below is subject to service operating rules ("Service Operating Rules"), which are attached hereto and are a part of this Agreement. Client agrees that it has read and understands the Service Operating Rules and is bound by the terms of all of the Service Operating Rules for each service selected, which may from time to time with 30-days written notice be amended by the Company.

BUSINESS INFORMATION						
LEGAL BUSINESS NAME				BUSINESS DBA NAME (IF DIFFERENT THAN LEGAL NAME)		
LEGAL BUSINESS ADDRESS (PHYSICAL ADDRESS)				TAX IDENTIFICATION NUMBER		BUSINESS PHONE NUMBER
CITY	STATE	ZIP		MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL ADDRESS)		
BUSINESS WEBSITE(S):				CITY	STATE	ZIP
PRIMARY CONTACT				BILLING CONTACT		
NAME:		TITLE:		NAME:		TITLE:
EMAIL:				EMAIL:		
OPERATIONAL CONTACT				COMPLIANCE CONTACT		
NAME:		TITLE:		NAME:		TITLE:
EMAIL:				EMAIL:		

BENEFICIAL OWNER & OFFICER INFORMATION						
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A. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Owner First & Last Name	Title	% Owned	Date of Birth	Social Security Number	Home Address City, State, Zip	Home Phone Number

B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., CEO, CFO, COO, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions (where appropriate, an individual listed under Section A above may also be listed in this Section B).

Officer First & Last Name	Title	% Owned	Date of Birth	Social Security Number	Home Address City, State, Zip	Home Phone Number

SERVICES PROVIDED AND CONFIGURATION

Describe in detail the products and/or services you will use Payliance to bill your customers:

How will ACH services be used:

- Debits
- Credits - Funding
- Credits - Refunds

Consumer Accounts:

- ACH by Pre-Authorized Debit (PPD)
- ACH by Phone (TEL)
- ACH by Internet (WEB)

Business Accounts:

- ACH by Check Reader (BOC)
- B2B Transactions (CCD)
- Representment by Check (RCK)
- Accounts Receivable Entry (ARC)

PAYMENT SOLUTIONS

- Same Day ACH*
 - Always
 - Specify
- Convenience Fees
 - Always
 - Specify
- WEB Verify
- Admin Return Blocker**
- Priority Settlement

*Transactions received prior to 9:00 AM, 1:00 PM and 3:00 PM EST will be processed as Same Day ACH

**Applies to return codes: R02, R03, R04, D02, D03 D04 & L04

TRANSACTION SUBMISSION METHOD

- Payliance Integration - API
- Payliance Integration - Batch
- ReceivablesPro (RP) Gateway
- Third-Party (TP) Gateway: _____
- Loan Management System (LMS): _____

DESCRIPTOR TO APPEAR ON CUSTOMER'S BANK STATEMENT

Merchant Name (16 character max): _____

Customer Service Phone Number: _____

PRODUCT SERVICE RATES

ACH Tran Fee Per Item	Discount Rate %	Statement Fee	Monthly Min. Fee	Return Fee	NOC Fee	Unauthorized Return Fee

ADDITIONAL SERVICES FEES (IF SELECTED)

Same Day ACH Fee*	Convenience Fee Per Item**	WEB Verify Fee	Admin Return Blocker Fee	Priority Settlement Fee %	Monthly Gateway Fee	Gateway Per Transaction Fee

*Added to ACH Tran Fee Per Item.

**Convenience Fee amount will not be settled to Client and will be retained in full by Company. Example: \$100 transaction + \$4.95 Convenience Fee processed as one \$104.95 transaction of which \$100 will be settled to Client and \$4.95 will be retained by Company.

ACH PROCESSING VOLUME AND LIMIT INFORMATION

	Monthly Volume \$	Average Transaction Amount \$	Maximum Transaction Amount \$	Maximum Daily Volume \$
Debit Limits				
Credit Limits				

CLIENT BANKING INFORMATION

ACH Debit and Credit Authorization: CLIENT hereby authorizes its financial institution to pay and charge to its account by electronic funds transfer or draft the amount due to COMPANY under this Agreement and to accept all credits and debits made to its account. This authorization shall remain in effect until revoked in writing by CLIENT.

FINANCIAL INSTITUTION	ROUTING NUMBER	ACCOUNT NUMBER
Invoice Account:		
Settlement Account:		

AGREEMENT ACCEPTANCE

This agreement has been entered into on behalf of & by the authorized representative of each party as of the date written below, and if signed in multiple copies each being as effective as an original. This agreement includes the service operating rules attached hereto.

CREDIT CHECK CONSENT

By signing below, each signatory authorizes Payliance, and any of its affiliates, agents, parent companies, subsidiaries ("us"), to obtain one or more consumer reports about you personally that we will use when considering the business's application for ACH payment processing services. You also authorize us to obtain one or more consumer reports and any other information about you personally from time to time in connection with the servicing, administration or review of the business's account with Payliance.

PAYLIANCE SIGNATURE

By completing and submitting the application and Agreement to Company, the Client applies for the ACH services covered by the Agreement and agrees to all the terms and conditions herein. If Company and its banking partner accept the Clients application, Client's use of Company's services further affirms Client's acceptance of this agreement and the terms and conditions herein beginning on the date of submission.

CLIENT SIGNATURE

CLIENT SIGNATURE (OWNER OR OFFICER)	DATE
PRINTED NAME	TITLE

Service Operating Rules

COMPANY SERVICES

Planned/Recurring Payments (PPD). Company will electronically debit funds from a customer's bank account on behalf of Client via the Automated Clearing House (ACH) Network for the purpose of securing payments for Client's goods or services. Client hereby acknowledges and agrees that in order to utilize PPD services, its customers must have (a) authorized the transaction as a direct payment for recurring or multiple payments, or (b) authorized the transaction as a one-time debit for a purchase or payment, and (c) provided account information including routing number and transit number. Client agrees to store the customers' authorizations and account information for 2 years following the transaction settlement date using commercially reasonable methods to secure the same and shall make this information available to Company upon demand. All ACH authorizations must comply with applicable law and the Nacha Rules. When instructed by Client, Company will also credit customer's bank account on behalf of Client.

Payments by Phone (TEL). When a customer calls Client to make a payment, Client electronically debits the customer's bank account with this service. Company electronically debits funds from customer's bank account on behalf of Client via the ACH Network for the purpose of securing payment for Client's goods or services. Client must give notice to the customer and obtain the customer's authorization for all transactions submitted via ACH in accordance with applicable law and the Nacha Rules. Such authorization shall consist of a voice recording of customer's authorization and/or written notification to proceed with the transaction depending on whether the TEL authorization is for a single-initiated debit or recurring debits. Said voice recording or written notice shall be stored for 2 years from the date of the transaction settlement date using commercially reasonable methods to secure the same. Client shall make this information available to Company upon demand. When instructed by Client, Company will also credit customer's bank account on behalf of Client.

Payments by Web (WEB). Company electronically debits funds from the customer's bank account on behalf of Client via the ACH Network for the purpose of securing payment for Client's goods or services on customer-initiated transactions over the Client's Web site via the Internet. Client hereby acknowledges and agrees that in order to utilize WEB services, its customers must have (a) authorized the transaction as a direct payment for recurring or multiple payments, or (b) authorized the transaction as a one-time debit for a purchase or payment, and (c) provided account information including routing number and transit number. When instructed by Client, Company will also credit customer's bank account on behalf of Client. Further, Client hereby acknowledges and agrees that in order to utilize WEB services, Client shall establish and implement a commercially reasonable fraudulent transaction detection system to screen debit WEB entries which shall, at a minimum, validate the account to be debited for the first use of such account number and any subsequent change to such account number via ACH pre-notification, ACH micro-transaction verification, or any other commercially reasonable validation method.

Electronic Recovery of Returned ACH Items. Client authorizes Company to collect returned items plus any returned item fees permitted by state law directly from Client's customer's bank account. Company does not guarantee the recovery or payment of the returned items. If the full amount of the returned item and the returned item fee is collected, then Client shall be paid an amount of money equal to the face value of the returned item, and Company shall retain the returned item fee as its compensation for its recovery services.

GENERAL TERMS

Monthly Processing Commitment. Client agrees to submit, at minimum, seventy-five percent (75%) of the Monthly Processing Commitment as stated in the attached ACH Client Agreement unless an exception is approved in writing by Company. Monthly Minimum Processing Commitment is defined as the Monthly Volume provided by Client in the ACH Processing Volume and Limit Information Section of the ACH Client Agreement. If Client does not meet the Monthly Processing Commitment for any month, Client shall be immediately liable to Company for the Product Service Rates that would have otherwise been assessed on the transaction volume shortfall to the Monthly Processing Commitment.

Term, Termination and Amendment. The initial term of this Agreement shall expire on the 3-year anniversary of the date Client executed this Agreement. Thereafter, this Agreement shall renew automatically for successive 1-year terms unless terminated by either party with 90-days written notice prior to renewal. Upon termination of this Agreement prior to completion of the term of the Agreement for any reason other than a material uncured breach by Company or a termination of Client by Company, Client agrees to pay to Company damages caused by early termination determined by (i) computing the number of months remaining from the date of termination to the end of the then current term, and (ii) multiplying that number by the average full monthly processing fees incurred by Company hereunder based on the prior consecutive three (3) month period (or such lesser period if this Agreement has been effective less than three (3) months) at or above the Monthly Processing Commitment, plus Company's costs and attorneys' fees incurred in collecting any such amounts. The Parties understand and agree that any damages and harm for terminating this Agreement early would be impossible or very difficult to accurately estimate as of the date of this Agreement, and that the liquidated damages are a reasonable computation of the actual or anticipated financial harm caused by early termination of this Agreement. The Parties agree that the liquidated damages constitute compensation, and not a penalty.

Pricing and Payment. Client shall make payment to Company for fees and expenses pursuant to the Product Service Rates set forth in this Agreement. Company fees and expenses will be billed monthly, and Client authorizes Company to electronically debit Client's bank account to which Client's payments and recoveries are credited, or to any other account mutually agreed upon. Billing will occur

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no later than the 1st business day after the 10th day of each month, and the account will be debited on the 1st business day after the 15th day of each month. Accounts not collected within 30 days after billing will accrue interest at the rate of 1% per month beginning on the 30th day after billing until paid in full and Client agrees to pay Company a state-allowed fee for any debits to Client's account which are not honored because of insufficient funds.

Fees, Rates, and Charges. Client shall pay Company the fees and rates set forth or amended by the terms of this Agreement, plus all applicable taxes for services rendered. If the amount set forth as the Monthly Minimum Fee is greater than Client's transaction fees and discount rate, the Monthly Minimum Fee shall apply. The Transaction Fee per Item is the flat fee incurred on each item processed through Company. If Company determines that Client is not profitable, Company reserves the right to change all fees and rates at its discretion, by giving written notice to Client. If applicable, the Monthly Minimum Fee will apply beginning the first full month after the execution of this Agreement.

Payment. Without prejudice to all rights stated in Pricing and Payment Paragraph above, Company reserves the right to suspend its service and obligations to Client, including the payment of all checks, ACHs and other payment items previously authorized, during any period in which Client's account is delinquent. Continuance of service and payment during any period of delinquency shall not constitute a waiver of Company's rights of suspension and termination. Any delinquent fees or other amounts not paid by Client when due, including rejected items, may be debited against any amounts due Client from Company. A Returned Item Fee will be assessed for any check, ACH, or other payment item which is returned by Client's bank for any reason and as allowed by applicable law. Return Item Fees will be equal to the state allowed fee in the state in which the Client is located. Company reserves the right to deduct payment from the Client's claims in the event that the Client's account becomes delinquent after 30 days.

LAW AND COMPLIANCE

Representations and Warranties. Client represents and warrants that it is in compliance with all local, state and federal laws applicable to its business operations. Client shall immediately inform Company if Client becomes aware of any violation of such laws. Client agrees: (a) this Agreement is immediately terminable by Company upon a violation of any such laws; (b) Client is prohibited from initiating any entries in violation of any applicable local, state or U.S. federal laws; and (c) if Company has reason to believe any of Client's requested entries violate such laws, entries may be suspended by Company indefinitely and this Agreement may be terminated immediately. Client represents and warrants that it holds all necessary local, state and federal licenses to conduct its business operations.

Customer Authorization. Client represents and warrants that each transaction submitted for processing represents payment for a bona fide service or product provided to the customer. Client must give clear and conspicuous notice to the customer and obtain the customer's authorization for all transactions submitted. Client represents and warrants that all payment authorizations comply with applicable law and Nacha Rules. For telephone transactions, such authorization shall consist of a voice recording of customer's authorization or written notification to proceed with the transaction. Said voice recording or written notice shall be stored for at least 2 years from the date of the transaction settlement date using commercially reasonable methods to secure the same. Client shall make such information available to Company upon demand. Upon Company's request Client shall participate in calls with Client's customers and Company and provide any assistance necessary to resolve customer payment disputes. Client understands and agrees that from time-to-time Company may call Client's customers to verify customer's authorization of transactions. Client shall provide Company with any and all information requested by Company in order for Company to verify customer's authorization. Upon Company's request Client shall provide any additional licenses, certificates, opinions and all other documents and instruments that Company may consider appropriate, in form satisfactory to Company.

FCRA Compliance. Company is not a credit reporting agency. However, Client acknowledges and understands that it may have certain obligations and responsibilities under the FCRA. To the extent applicable Client agrees to comply fully with the FCRA. Client certifies that it has a legitimate business need, in connection with a business transaction involving the customer, to receive the information provided by Company and that such information will only be used for permissible purposes in accordance with the FCRA and applicable state laws. Client agrees that the information will not be used for employment purposes and will not be used for any purposes other than the business transaction between Client and customer. Client agrees that neither it or its agents or employees will disclose the results of an inquiry made to Company except to the person about whom such inquiry is made and in no case to any other person outside Client's organization. If Client decides to reject any payment item either wholly or partly because of information obtained from Company, Client agrees to provide the customer with all information required by the FCRA.

Legal Claims, Costs and Attorney Fees. In the event of a party's violation of any of the terms of this Agreement, the violating party agrees to pay all costs, including reasonable attorneys' fees, for steps taken by the non-violating party to preserve, defend or enforce its rights. In the event of any legal action with third parties, customers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, the parties agree to: (a) immediately notify the other party of the claim or legal action; (b) cooperate with the other party in the making of any claims or defenses; (c) provide any information deemed important or relevant by the other party or its attorneys; (d) make available at least one employee or agent who can testify regarding said claims or defenses; and (e) assist in the full resolution of the claim. Company and Client shall each be responsible for its own attorney's fees and court costs except as otherwise provided by this paragraph. Except as expressly set forth herein, Company makes no warranty, express or implied, and it is agreed that no implied guarantee shall arise from performance by Company under this Agreement.

Indemnification and Limitation of Liability. Each party shall indemnify, defend, and hold the other party and its affiliates harmless from any and all damages, liabilities, losses, costs, penalties and any other expenses including attorneys' fees arising, directly or indirectly, out of or related to: (a) this Agreement; (b) any governmental or payments association inquiry or investigation related to this Agreement or either party's acts or omissions; (c) Client's breach of the obligations or representations and warranties of this Agreement; (d) any inquiry, investigation or lawsuit alleging that Company is violating any applicable State or Federal laws for

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processing payments on behalf of Client; (e) inaccurate customer information provided by Client to Company; (f) failure by Client to notify Company of any payment received by Client from customers on any outstanding and unpaid payment instrument; (g) failure by Client to promptly notify Company of the collection or dispute of any payment instrument; (h) customer disputes related to payment instruments submitted to Company for collection services; or (i) misuse or negligent acts by Client, its employees or agents in the use of the verification data or services provided to Client under the terms of this Agreement. Neither party shall not be liable to the other party or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, in no event shall either party's liability under this Agreement exceed the total amount of fees paid to Company by Client during the preceding 12-month period measured from the date the liability accrues. In the event of any legal action with third parties, customers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, the parties agree to: (i) immediately notify the other party of the claim or legal action; (ii) cooperate with the other party in the making of any claims or defenses; (iii) provide any information deemed important or relevant by the other party or its attorneys; (iv) make available at least one employee or agent who can testify regarding said claims or defenses; and (v) assist in the full resolution of the claim. Company and Client shall each be responsible for its own attorneys' fees and court costs except as otherwise provided by this Agreement.

ADDITIONAL OBLIGATIONS.

Items in Recovery Returned to the Client. Company will return any unpaid returned item to Client upon request. There is no charge for an item returned within 30 days of listing by Company for recovery. Thereafter, at the Company's discretion, Company will be entitled to receive \$10.00 for each month the returned item has been maintained in the check recovery system not to exceed the maximum returned item fee allowed by applicable state law.

Customer Authorization for Recovery. Client is required to capture and store authorization for all applicable representations on returned items, as well as all applicable returned item fees.

Nacha Compliance. Client agrees to comply with all Nacha rules and regulations ("Nacha Rules") as amended from time to time, regarding the processing of ACH transactions, including, but not limited to, the following: (a) customer authorization for electronic settlement of transactions, either in writing or in an electronic format; (b) customer authorization for returned transaction service charges; (c) retention, storage, retrieval and destruction of customer information and authorizations; (d) electronic settlement of corporate or other business entity checks; (e) limitations on transaction amounts; (f) utilization of a system that includes fraud detection elements, data encryption of at least 128-bit SSL, and receiving depository financial institution (RDFI) routing number verification; (g) WEB debit account validation, and (h) performance of annual audits to verify physical security of data and personnel access to data and network security, the results of which must be made available to the originating depository financial institution (ODFI) and Company upon request. Such Nacha Rules are hereby made part of this Agreement and incorporated herein by this reference. Client further agrees to comply with all applicable state and federal laws, statutes and regulations affecting the processing of transactions.

RESERVE ACCOUNT

Establishment. Company will establish and maintain a non-interest-bearing deposit account ("Reserve Account") initially or at any time in the future as Company deems necessary, with sums sufficient to satisfy Client's current and future obligations as determined by Company. Client authorizes Company to establish such Reserve Account and to debit the Bank account identified on the attached Client Agreement ("Client Account") or any other account it has with any financial institution to establish or maintain funds in the Reserve Account. Company may deposit into the Reserve Account funds that would otherwise be obligated to pay Client, for the purpose of establishing, maintaining, or increasing the Reserve Account in accordance with this section, if it determines such action is reasonably necessary to protect its interests.

Application. Company may, without notice, apply deposits in the Reserve Account against any outstanding amounts owed under this Agreement or any other agreement between Client and Company. Also, Company may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to Company including, without limitation, rights of set-off and recoupment. In the event of any legal action with any regulatory agencies against the Client resulting in the suspension of processing and/or freezing of Clients' processing related assets, the Company may assess an administrative fee to cover expected expenses related to the suspension. The Company, at its sole discretion, will determine the amount of the fee, which will not exceed the amount in the Reserve Account.

Funds. Funds in the Reserve Account will remain in the Reserve Account until 180 days following the later of termination of this Agreement, Client's last transmission of electronic credit or debit entry to Company, or Client's last returned item received by Company provided, however, that Client will remain liable to Company for all liabilities occurring beyond such 180-day period. After the expiration of such 180 days period Client must provide Company with written notification indicating Client desires a release of any funds remaining in the Reserve Account in order to receive such funds. Starting at the expiration of such 180 day period, either a \$200 or 10% per month administration fee may be assessed against any funds remaining in the Reserve Account, whichever is greater. Client agrees that it will not use funds in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees or other amounts owed to Company under this Agreement. Company shall have full control of the Reserve Account.

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Assurance. In the event of a bankruptcy proceeding and the determination by a court that this Agreement is assumable under the Bankruptcy Code, as amended from time to time, Client acknowledges that it must continue to comply with the Reserve Account provisions herein. Client acknowledges that these Reserve Account provisions do not constitute a penalty under 11 USC 365.

MISCELLANEOUS

Prohibited Industries. It is the Company's policy not to process transactions involving Internet gambling, tobacco, or Canadian pharmaceuticals. Therefore, Client shall not submit entry requests for transactions involving any of the above listed businesses. If Company has reason to believe any of Client's requested entries are for Internet gambling, tobacco, or Canadian pharmaceuticals, entries may be suspended by Company indefinitely and this Agreement may be terminated immediately.

Site Visits. Client will permit representatives and agents of the Company, or any processing or banking partner of the Company, to visit and inspect the Client's place of business, and to examine the books of account of the Client and discuss the affairs, finances and practices of the Client at any time upon reasonable notice.

Governing Law and Integration. This Agreement plus any addenda attached hereto is the entire Agreement between Client and Company concerning its subject matter and supersedes all previous representations, understanding and agreements in relation to its subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Severability. If any provision of this Agreement or its addenda, or application of such provision to any circumstance or person is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be substituted by a new provision as similar as possible to the provision declared invalid, illegal or unenforceable. All other provisions shall remain valid and fully enforceable.

Survivability. All representations, covenants, and indemnities made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

Waiver. All rights and duties within this Agreement are material, relevant and important. No waiver of any rights hereunder shall be deemed effective unless specifically set forth in writing and executed by the waiving party. Client and Company agree that delay or failure to exercise any right hereunder on the part of either party shall not operate as a waiver to further exercise such right. Client and Company agree that no single or partial exercise of any right hereunder shall preclude its further exercise.

Assignment. Company may assign the rights and obligations under this Agreement to any affiliate, parent, subsidiary, the surviving corporation with or into which Company may merge or consolidate an entity to which Company transfers all or substantially all of its business and assets. All provisions contained in this Agreement shall extend to and be binding upon the parties hereto or their respective successors and permitted assigns.