



RESELLER AGREEMENT

This ACH RESELLER AGREEMENT ("Agreement") is dated as of _____, 20 ____ ("Effective Date"), by and between _____ ("Reseller") and Priority Payment Systems LLC ("Processor").

SCOPE OF SERVICES

WHEREAS, Reseller desires to retain the services of Processor for the purpose of initiating credit and debit Entries on behalf of Reseller's customers (individually, "Customer", collectively, "Customers") by means of the Automated Clearing House Network pursuant to the terms of this Agreement (the "Agreement") and the Rules of the National Automated Clearing House Association (the "Rules"), the Electronic Funds Transfer Act 15 U.S.C. section 1693, et seq. and FRB Regulation E: 12 C.F.R. 205; (the "Rules"); and

WHEREAS, Processor desires to initiate credit and debit Entries on behalf of Reseller's customers as described in this Agreement;

NOW THEREFORE, in consideration of the mutual premises and covenants set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

ACKNOWLEDGMENT OF ODFI RELATIONSHIP

The Reseller acknowledges that the services provided by Processor pursuant to this Agreement are by virtue of Processor's contractual relationship with the originating depository financial institution ("ODFI"), which is a federally insured financial institution regulated by federal and state banking agencies ("Agencies"). Processor, the ODFI, and the Agencies are relying upon accuracy of all information provided by Reseller and Customer pursuant to this Agreement and Reseller's performance of its obligations hereunder.

The Reseller acknowledges that Processor and the ODFI have the right to periodically review the volume and character of the Entries initiated by the Reseller and the Customer to evaluate the credit risk associated with processing Entries on behalf of the Reseller and the Customer.

The Reseller and Processor acknowledge that the ODFI is a third-party beneficiary of this Agreement, and the ODFI has all the rights under this Agreement as if it were a party thereto.

DEFINITIONS

Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

"Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from the Customer hereunder from which the Processor initiates each Entry.

"Emergency" shall mean an occurrence when there is a service outage or when Entries cannot be processed due to an unforeseen occurrence.

Force Majeure" shall include, but shall not be limited to: hostilities, revolution, civil commotion or riots, strike or lockout, epidemic, accident, fire, flood, earthquake, windstorm, explosion, lack or failure of transportation facilities, lack of or failure of power facilities, regulation or ordinance, demand or requirements of or denial of approval by any government or government agency having or claiming to have jurisdiction over the subject matter of this Agreement or the parties, or any act of God or any act of government, or any cause, whether of the same or different nature existing or future, which is beyond the control or without the fault or negligence of the parties.

"Material Event" shall mean a regulatory cease and desist order, bankruptcy, liquidation, insolvency, merger and or acquisition or any sale or transfer of all or substantially all assets or capital stock, merger, consolidation or other business combinations.

"Proprietary Information" shall mean Processor's ACH Marketing Materials; ACH Services, ACH Processes, ACH Methodologies and the devices and software and technology used to operate these services.

"Services" shall mean the hosting and maintenance of the payments system and/or processing of Entries via the ACH Network and any ancillary services related thereto.

"Trade Secrets" shall mean information, without regard to form, including, but not limited to, technical, non-technical or financial data, a formula, algorithm, pattern, compilation, program, device, method, technique, process, or plan that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

OBLIGATIONS OF RESELLER

Approval: Reseller shall assist Processor with the responsibility for providing a complete underwriting package on each Customer. Reseller will assist Processor in the assessment of the identity, background and credit worthiness of each Customer and its shareholders/members. Processor will provide to Reseller notice of approval of Customer and requested terms for initiation of ACH transactions.

Set-up: Once the Reseller has been notified of approval of the Customer from the Processor the Reseller will provide the Set-up information reasonably necessary for Processor to provide the services for the Customer.

Training: Reseller and Processor will determine who shall be responsible for Customer training on products and services including, but not limited to, the payments system, risk management, and report creation and use.

Disclosure: Reseller shall promptly notify the Processor of any Material Event with respect to the Customer.

Contracts with Customer: It is the responsibility of the Reseller to ensure that all necessary and appropriate contracts between the Processor and the Customer are properly executed. Agreements must be completed, approved and signed prior to an account being set-up for processing services.

WARRANTIES AND REPRESENTATIONS RESELLER WARRANTS TO PROCESSOR

The Reseller warrants that it and its' Customers will be qualified to conduct their business in every jurisdiction in which it/they operate. The Reseller further warrants that there have not been any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, or notices filed or commenced against the Reseller or any Customers alleging any failure to comply.

The Reseller warrants it is a duly organized, valid, existing entity and is in good standing under the laws of the jurisdiction of its organization.

The Reseller represents that the individual signing this agreement on behalf of the Reseller has full power to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement sets forth valid and legally binding obligations of Reseller and is enforceable in accordance with its terms and conditions.

The Reseller further represents that the execution and/or delivery of this Agreement will: not violate any statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, government agency, or court to which Reseller or any Affiliate of Reseller is subject, nor conflict with or create any right to accelerate, terminate, modify, cancel or require any notice under any other agreement, or other arrangement to which Reseller is a party or by which it is bound.

FEES

Reseller and Processor mutually agree that the Reseller will determine the fees that it charges its Customers for the ACH Services, subject to review and approval by Processor, and such fees will be set forth in the Merchant Schedule A. All fees and services are subject to change or revision by Processor upon ninety (90) calendar days prior written notice from Processors to Reseller. The Reseller shall be responsible for payment of any sales, use, excise, value added, utility or other similar taxes relating to the Services. Each month, Processor will calculate the total monthly amount of fees due to Processor from Reseller, or compensation to be paid to Reseller by Processor, if applicable.

Direct Billing - For Resellers that chose direct billing, Processor will provide a detailed invoice of the fees applicable to the Services provided by Processor to Reseller's Customers. Such invoices will be provided to Reseller by Processor no later than the 5th business day of each month. Processor will then debit Reseller's Billing Account, for the fees due to Processor, on the 10th business day of each month.

Indirect Billing - For Resellers that choose indirect billing, the Reseller will receive monthly compensation from Processor to be paid after the billing process is completed. Processor will use reasonable efforts, each month, to pay Reseller the compensation due by the 20th day of the month in which compensation is earned.

Notwithstanding anything to the contrary in this Agreement, Reseller and Processor agree that errors or miscalculations in the compensation due to Reseller or fees due to Processor, as identified by either party, must be noticed, in writing, to the other party to create a valid claim of amounts owed or payable. Each party agrees that under no circumstance shall either party owe fees and/or compensation overpayments or underpayments to the other party applicable to any time period greater than ninety (90) days prior to its receipt of a notice of dispute.

SERVICE AND SUPPORT

Security: Processor agrees to host the payments system in a secured facility with restricted and monitored access and management of network elements, redundant Internet connectivity, generator back-up, and dual power sources in addition to UPS. Processor will provide services to the Reseller for the purposes of supporting the payments system and/or processing Entries. Standard support hours are 8:00 am to 5:00 pm EST daily. After hours contact information will also be provided to Reseller.

Customer and User Setup and Changes: Processor agrees to make all set-up, change and reversal forms available to Reseller. Reseller will then provide the completed forms to Processor for entry into system. Upon approval of Customer by Risk Management, if a setup form is completed and sent to Processor for entry into the payments system, the Processor will complete setup within two (2) banking days of receipt of completed form from Reseller. If a change form is completed by the Reseller and sent to the Processor for entry into the payments system, the Processor will complete change(s) within two (2) banking days of receipt of completed form from Reseller. If reversal of an item or file is required, Customer can create the reversing entry(s) within the processing system, but reversals must be completed within 5 banking days of the original transaction. The Customer will notify the Processor of any reversal via email. Processor agrees to accept request for custom development and/or product enhancements, with such request being made in writing by the Reseller. Fees and deliverables for such custom development and/or product enhancements will be mutually agreed upon by Reseller and Processor. If custom development and/or product enhancements are involved, the Processor's setup time requirement is waived. The Reseller or Customer must submit a successful test file to Processor prior to setup being completed.

Cut off time: Each Customer will be given a cut-off time for item/file submission. Any items/files received after the cut-off time will be processed the following banking day. Any exceptions that may be allowed will be subject to a late file fee assessed by Processor. Processor will notify Reseller and Customer of rejected entries. Rejected entries will be processed upon correction and resubmission of entries by the Customer.

Confirmation: Processor will make available confirmation of receipt of entries to Customer or Reseller upon receipt unless all entries or files are rejected.

Over-Limit Files: Processor will set individual transaction, daily file total and monthly total limits for each Customer set-up for processing. Processor shall notify Reseller of any over-limit files sent by the Customer. Reseller can also elect the option of receiving over limit notification emails. Processor shall have complete discretion in approving any over-limit. If processing of over-limit files is denied by Processor, Processor will hold the file in the warehouse area and notify the Reseller. Reseller will be responsible for contacting Customer regarding any over-limit.

Approval Levels: Certain Customers are set-up with approval levels creating the necessity of approval by either a Parent Company or Reseller prior to the file being processed. Any files waiting for approval will display in the approval area of the payments system. If approval is not obtained prior to the Customer's cut-off time the file will be held in the warehouse area and will be processed once the necessary approval is obtained.

Returns: Processor will collect return information from the ACH Operator and post the information no later than 10:00 am EST daily. Reseller and Customer can then access the information and create return reports within the payments system following the posting of the return items.

Reports: Processor agrees to collect returns from the ACH Operator in order for all return reports and data to be available no later than 10:00 am EST daily.

OFAC: Processor will check all entries sent by Customer against the OFAC database. If a hit is found Processor will notify Reseller, but file will be processed as normal. Reseller shall be responsible for ensuring compliance with OFAC requirements.

Inquiries: Processor will acknowledge receipt of telephone or email inquiry from Reseller within four (4) business hours of receipt of such inquiry. If solution to inquiry is not known at the time of acknowledgment, Processor will attempt to provide a solution to Reseller within two (2) business hours of acknowledgment. If resolution cannot be provided within two (2) business hours of acknowledgment, Processor shall provide an estimated time for resolution.

Processor will make reasonable efforts to respond within one (1) banking hour of receipt of notice of emergency inquiries relating to outages or Entries not processed. The person giving notice of the issue must state that it is an emergency when talking with Processor in order for the Processor to expedite the research and resolution. If resolution is not provided within one (1) banking hour, Processor will provide estimated time for solution.

Right of Escalation: Reseller has the right to contact Customer Service Manager in the event that the above time lines for acknowledgment, resolution, and/or estimated time of extended resolution are not met.

Point of Contact: There will be an assigned representative from Processor and from Reseller to act as Point of Contact for all issues concerning the Reseller's customers.

On-Site Training: Processor will provide Reseller training for products and services including, but not limited to, the payments system, risk management, and report creation and use. These services will be billed to Reseller in accordance with the fee schedule set forth in Exhibit A to this Agreement. Travel Expenses will be billed separately.

Processing Services: Processor agrees to provide ACH processing services to include collection of data from the payments system and/or data from Customer in ACH Format as specified by the Rules (or other formats when pre-approved) for forward processing to the ACH Operator for final settlement with the ACH Network.

RELiance: LIMITATION OF LIABILITY

Reliance: Processor shall not be responsible for the accuracy or completeness of information provided by Customer. Instead the Processor shall be entitled to rely on the information, representations and warranties provided by the Reseller or Customer. The Processor shall be responsible only for performing the services described in this Agreement and shall be liable only for its gross negligence or willful misconduct in performing these services. Processor shall not be responsible for Reseller's or Customer's acts or omissions. Processor also shall not be responsible for acts or omissions by any Federal Reserve Bank, Automated Clearing House Operator, transmission or communications facility, Receiver and/or RDFI, and none of the aforementioned entities shall be deemed to be the Processor's agent.

Limitation of Liability: Neither party (including its respective contractors and suppliers) will be liable to the other (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) in connection with or resulting from this Agreement or any of the contemplated services, activities or relationships for any indirect, incidental, consequential, reliance, punitive or special damages, even if such party was aware that such damages could result. In no event shall Processor's total liability for any or all of Reseller's losses or injuries from acts or omissions by Processor under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, exceed the amount of Processor's fees earned from Reseller during the one-year period preceding the date of the alleged breach. The foregoing limitations on liability will not apply in the case of any indemnification obligations expressly set forth in this Agreement and in no event shall Processor be liable for: any acts or omissions of any Partner or affiliate; system downtime due to legal constraint (including any order by an applicable federal or state banking department or agency); interruption of transmission or communication facilities; equipment failure; war; emergency conditions; or other circumstances beyond the Processor's control.

Processor will not be responsible to the Reseller or Customer for any loss, damage, liability or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is caused by a Force Majeure Event. If Processor's performance is delayed by a Force Majeure Event Processor shall promptly notify the Reseller of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as the circumstances prevail, the Processor will continue to use commercially reasonable best efforts to re-commence performance without delay (including obtaining substitute services from alternate service providers, implementing work around plans or other means). Reseller may terminate this Agreement without penalty if the Processor's failure to perform continues for seven (7) consecutive days after notice has been given to the Processor unless the parties mutually agree in writing to provide Processor additional time to perform.

INDEMNIFICATION AND INSURANCE

Indemnification by Reseller: Reseller agrees to indemnify and hold harmless Processor, its successors and assigns and their respective officers, directors, employees and agents, from and against any losses, costs, claims, damages, fines, penalties, expenses (including reasonable attorneys' fees and costs) or liabilities they may actually and reasonably incur as a result of (i) any failure of Reseller to properly perform its obligations under this Agreement, the Rules, or any applicable laws to which it may be subject; (ii) any failure by Reseller to properly perform under any other agreement relating to its duties herein; or (iii) any failure by Reseller to comply with applicable laws, rules and regulations.

Indemnification by the Processor: Processor agrees to indemnify and hold harmless Reseller, its affiliates, successors and assigns and their respective officers, directors, employees and agents from and against any and all expenses (including reasonable attorneys' fees and costs) or liabilities which they may actually and reasonably incur, arising out of the willful misconduct of Processor.

Cooperation in Loss Recovery Efforts: In the event of any damages for which the Reseller or Processor may be liable to each other or to a third party pursuant to the Services provided under this Agreement, the Reseller and Processor will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

TERM, TERMINATION; AND STATUS OF COMPENSATION

Term: This Agreement will remain in effect for three (3) years from the Effective Date and shall renew automatically for a three (3) year renewal term unless either party gives written notice of its intent not to renew at least ninety (90) days prior to the three-year anniversary of the Effective Date.

Termination: Either party may terminate this Agreement upon thirty (30) days notice to the other party if:

1. The other party breaches any material provision of this Agreement and fails to promptly cure said breach after receiving written notice specifying the facts and circumstances constituting the breach;
2. The other party (i) becomes insolvent, (ii) fails to pay its debts or perform its obligations in the ordinary course of business, or (iii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors which is not dismissed within sixty (60) days after the commencement of such proceeding.

- Neither party shall be considered in default in the performance of its obligations should its performance thereof be delayed or prevented by force majeure.

Status of Compensation: In the event (before or after any termination or expiration of this Agreement) that Processor determines, that: (x) Reseller or any of its employees, agents or representatives has engaged in fraud, (y) Reseller has committed a material breach (as defined below) of any of the Rules, or (z) Reseller, or any of its employees, agents or representatives have failed to comply with Reseller's non-compete obligations under the Agreement and Reseller has failed to remedy such conditions within thirty (30) days after receipt of written notice by Reseller, then Processor shall be under no obligation to make further payments to Reseller hereunder, all of the above being subject to the provisions set forth herein below.

- A material breach is defined as a breach of this Agreement which (a) involves substantial failure to perform a term that is an essential element of this Agreement; or (b) the circumstances, including the language of this agreement, the reasonable expectations of the parties, the standards of practices of the business, trade, or industry, and the character of the breach, indicate that: (A) the breach caused or is likely to cause substantial harm to the aggrieved party; or (B) the breach substantially deprived or is likely to substantially deprive the aggrieved party of significant benefit it reasonably expected under this Agreement.
- If Reseller or its representatives engage in practices that involve elements of fraud, if the fraud or other conduct is determined to be the act of an individual who is not an owner, employee, agent or officer of Reseller, or an individual acting in collusion with an owner, employee, agent or officer of Reseller, in order to cure said breach Reseller may cure the fraud during the time period of fifteen (15) days as follows. The fraud will be deemed cured if Reseller terminates its relationship with the individual or individuals who have committed the fraud and compensates Processor, and any third party victims of the fraud, for the final consequences of such fraud.
- In the event of a breach of RESELLER's non-compete obligations, as set forth in the Agreement, if the merchant in question has terminated its processing relationship with Processor as a consequence of the solicitation, Reseller may remedy the breach by (1) making the merchant move its processing back to Processor within fifteen (15) days of written notice by Processor to Reseller and Reseller must also pay Processor any amounts it has collected in residuals for said merchant.
- Unless Reseller's right to receive compensation is terminated or otherwise suspended earlier in accordance with the terms of this Agreement, Processor's obligation to make residual payments to Reseller under this Agreement will continue after the effective date of non renewal or termination of this agreement.
- In the event Reseller's residual stream is insufficient to cover any fees, expenses, fines, penalties or any other cost due to Processor from Reseller, Reseller will make such payment, of the full amount to Processor within five (5) business days after notification from Processor.

CONFIDENTIALITY COMMITMENT AND NONCOMPETE

Recipient's Obligations: The recipient of confidential or trade secret information shall take reasonable steps to protect the confidential nature of discloser's confidential or trade secret information. Reasonable steps mean at least those steps which recipient uses to protect its own confidential information, but in no event shall a party exercise less than a reasonable standard of care.

Recipient shall limit the disclosure of the other party's trade secrets to those of its employees, officers, directors and affiliates' employees, officers and directors who have a need to know said information (such persons hereinafter collectively "Employees"). Recipient shall instruct its Employees that the other party's trade secrets are proprietary and to be held in confidence by said Employees. Recipient shall ensure that all Employees to whom the other's confidential or trade secret information is disclosed take reasonable precautions to safeguard the confidential status of the other's trade secrets.

Exceptions: The provisions regarding disclosure of confidential information shall not apply to information which: (i) Recipient can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other; (ii) At the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of recipient of the trade secrets; or (iii) Recipient can demonstrate came into its possession from a third party who had a bona fide right to make such information available; (iv) Recipient develops independently without reference to the information claimed to be confidential.

The commitment to confidentiality shall not be deemed to prohibit disclosures on a need to know basis if (i) required by applicable law, regulation, court order or subpoena; (ii) to auditors, bank examiners or other government regulators; (iii) such disclosures are necessary for the performance of such party's duties under the Agreement (iv) to the professional advisors of either party, provided that such advisors are obligated to maintain the confidentiality of the information they receive. The Confidentiality Commitment will survive the termination or expiration of the Agreement. Breach of this Confidentiality Commitment shall constitute a breach of the Agreement and shall give rise to irreparable injury.

Return of Materials: When directed by a party, the recipient shall promptly return to the other party any confidential or trade secret information provided within ten (10) days after receiving a written request.

Compliance: Processor and Reseller agree to comply with applicable banking, privacy, and other laws, including, but not limited to GLB, HIPPA and any and all applicable state and federal laws. Both parties will implement appropriate measures designed to safeguard consumer information, as required by law.

Non-Compete: Reseller agrees that neither it, nor its agents or representatives will market any services substantially similar to the Services to any Customer of Processor. Reseller also agrees to follow the guidelines set forth on Credit Underwriting Guidelines established by Processor and Processor's ODFI from time-to-time with respect to soliciting and referring Customers. If Reseller has any uncertainty as to whether a Customer is covered by these restrictions or by Credit Underwriting Guidelines, Reseller will discuss the matter in good faith with Processor prior to proposing that such Customer enter into a Merchant Agreement with Processor and ODFI. Upon termination of this Agreement, Reseller agrees to cooperate in all reasonable respects with Processor and ODFI throughout the remaining term (including the initial term, any renewal term, or potential renewal term) of each Customer's Merchant Agreement. Reseller agrees not to solicit or encourage any Customer to terminate a Merchant Agreement in force with Processor for any reason during the initial term, or any renewal term, of a Merchant Agreement. In the event of a breach of Reseller's non-solicit obligations, PRIORITY and PRIORITY's ODFI shall have the right, in addition to the other rights and remedies set forth under this Agreement, and at law and in equity, to exercise a right of set-off against such funds and payments otherwise due to Reseller pursuant to this Agreement for any amounts due to, or damages suffered by, Priority or Priority's ODFI hereunder pursuant to this Agreement.

MISCELLANEOUS

Audit Rights: Upon reasonable written request to Processor and not more than once per calendar year: (a) Reseller shall have the right to audit Processor's operations as they relate to compliance with the Rules and this Agreement. Any such audit shall be conducted during normal business hours, at Reseller's expense and in a manner so as not to disrupt Processor's business operations; and (b) Processor shall provide a copy of the most recent SAS70 audit report including management responses within 90 days of receipt of the report and (c) Processor shall provide a copy of the most recent ACH audit report conducted pursuant to the Rules including management responses. Said ACH Rules audit will be conducted on at least an annual basis and will be provided to the Reseller, along with management responses, within 90 days of the Processor's receipt of the final audit report. Failure to comply with the audit requirements may result in immediate termination of this agreement.

Business Continuity: Processor shall provide to Reseller a copy of Processor's Business Continuity Plan upon request by Reseller.

Records Retention: Processor agrees to comply with all applicable provisions of the Rules and all applicable state and federal laws and regulations regarding the retention of documents.

Severability: In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

Non-Assignment: Neither party may assign this Agreement or any of its rights nor duties hereunder to any third party without the other party's prior written consent, with such consent will not be unreasonably withheld. Either party may assign its rights, duties or obligations hereunder to any of their respective Affiliates with sixty (60) days written notice and written consent from other party.

Governing Law; Jurisdiction and Venue: This Agreement will be governed by the laws of the State of Georgia, without regards to its conflicts of laws principles. In the event that either party commences legal action seeking monetary, declaratory, or injunctive relief with respect to enforcement, interpretation, or violation of this Agreement or any other agreement between Priority Payment Systems and the Company, the parties: (i) agree that any such action may be commenced only in a court of competent subject-matter jurisdiction in Fulton County, State of Georgia, (ii) consent to venue and personal jurisdiction in such a court, and (iii) waive any defense of lack of venue or personal jurisdiction in any such suit, action, or proceeding.

The parties further agree that (i) process in any such suit, action, or proceeding may be served by mailing a copy thereof by certified mail, return receipt requested, to the other party at the address set forth below, and (ii) waive any defense of insufficiency of service of such process.

Notices, Instruction: Either party shall be entitled to rely on any written notice or other written communication believed to be in good faith and genuine and to have been signed by an authorized representative of the other party.

Unless otherwise provided, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered or sent by United States registered or certified mail, postage prepaid, or by express carrier.

TO RESELLER

COMPANY NAME _____	ZIP _____
ADDRESS 1 _____	MAIN OFFICE # _____
ADDRESS 2 _____	CUSTOMER SERVICE # _____
CITY, STATE _____	CONTACT NAME _____
SIGNATURE _____	

TO PROCESSOR

**PRIORITY PAYMENT SYSTEMS
2001 WESTSIDE PARKWAY
SUITE 155
ALPHARETTA, GEORGIA 30004
ATTN: BRUCE MADDOX, CFO**

Notice shall be deemed given upon the third (3rd) banking day following transmittal if sent via U.S. Mail Class, or upon first (1st) banking day following transmittal if scheduled to be delivered the following day by a nationally recognized overnight courier service.

Records: All magnetic tapes, entries, security procedures and related records used by Processor for transactions contemplated by this Agreement shall be held by Processor as required by the Rules. Processor will make available such information upon Reseller's written request. Processor may require a preparation and delivery fee for such request for information.

Amendments: Any modification or waiver to this Agreement must be in writing and signed by both parties in order to be deemed effective.

Other: The Agreement (including any Exhibits attached hereto) is the complete Agreement between the parties with respect to the subject matter contained within the Agreement. This Agreement shall supersede any prior agreement(s) between the parties in regards to such subject matter. In the event that performance of the Services described in this Agreement or the transactions contemplated in this Agreement should result in a violation of any present or future statute, regulation or government policy to which Reseller is subject, this Agreement shall be amended to the extent necessary to comply with such statute, regulation or policy. Any liability to Processor as a result of such violation or amendment shall be the responsibility of Reseller. All modifications to this Agreement must be in writing and signed by both parties to be deemed effective regardless of practices and procedures Reseller and Processor may use. The prevailing party in any dispute between the parties shall be entitled to recover their reasonable attorney's fees and costs from the non-prevailing party.

CONTACT & USER ROLES

CONTACT	EMAIL	OFFICE PHONE	CELL PHONE	USER PERMISSION

RESELLER ADMINISTRATOR	Has the ability to read and perform all customer level functions in the system (create payments is not default and must be requested)
RESELLER OPERATOR	Has the ability to read all customer level functions in the system and can perform all functions except Create Users, Edit Users and Payment Approval (these are READ ONLY)
RESELLER READ ONLY	Only has the ability to read all customer level functions in the system

BILLING INFORMATION

ACCOUNT	ROUTING
ACCOUNTTYPE <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> GL	

BILLING CONTACT (FOR INVOICING)

NAME
EMAIL
OFFICE

ADDITIONAL INFORMATION

PLATFORM <input type="checkbox"/> VIMAS <input type="checkbox"/> MX <input type="checkbox"/> PES <input type="checkbox"/> ACH ONLY	
PLATFORM ID	OWNER(S)
REVENUE SPLIT PERCENTAGE (%)	
SPECIAL COMMENTS	

COMPANY AUTHORIZATION

As a duly authorized representative for the Company, the undersigned certifies the accuracy of all of the foregoing information and authorizes Priority Payment Systems or other investigative entities employed by Priority Payment Systems, or its agents, to investigate the references and information given to Priority Payment Systems. The undersigned further agrees to notify Priority Payment Systems or its processor(s) of any and all changes that may occur from time-to-time in the information and statements contained herein above. The undersigned agrees that Priority Payment Systems will debit the account, specified by attached voided check copy or bank letter, for all setup fees, including the ACH License fee, as an ACH item, upon receipt of the completed application, and all subsequent related monthly service and transaction fees, via an ACH transaction. Corporate resolution verifying signature must be included if signed by someone other than the President or CEO.

In Witness Whereof the Parties hereto cause this Agreement to be executed by their duly authorized officers.

PRINTED NAME

POSITION/TITLE

SIGNATURE (RESELLER)

DATE

PRINTED NAME

POSITION/TITLE

SIGNATURE (PPS)

DATE