

Merchant Account MID

Equipment Serial # (Assigned upon delivery)

Bankcard Associates Straight Rate Servicing Agreement

CUSTOMER:

DBA Name:

☐ **Straight Rate Program**

Card Organization costs will be passed through to customers. Card Organization costs include all Visa/MC/Discover/American Express fees that are passed through to Bankcard Associates, now or in the future, for the term of this agreement, including, but not limited to, Card Organization Interchange, Fees, Assessments, Vendor fees. Customer may process each month up to 100% of signed Visa/MC/Discover/American Express Monthly Transaction Volume Allowance specified below. Monthly Transaction Volume processed in excess of 100% of specified Monthly Transaction Volume Allowance will be charged at Over Volume Factor rate specified below. The Monthly Straight Rate Fee's is debited on the 26th of the month for upcoming month. Over Monthly Transaction Volume Allowance charges are debited on the 26th of the month for previous month.

Select	Type of Payment Plan	Monthly Straight Rate Fee
☐	Monthly Fee	TBD
	Monthly Transaction Volume Allowance	TBD
	Over Volume Factor TBD	

Terminal Option	Equipment Type	Quantity	Description	Price
☐ Purchase ☐ Reprogram.	TBD	TBD		TBD
☐ Free Terminal Program	TBD	TBD	Security Deposit	TBD
TBD	TBD	TBD		TBD
			Agreement Term	TBD
			Total Due at Signing	TBD

Equipment per unit includes programming and telephone training. Shipping \$35.00 per terminal. Minnesota customers add 7.275% sales tax to purchase and rental option. Returns and Refunds subject to a \$95.00 restocking fee.

ABOUT YOUR BANK (Please attach copy of voided check)

Bank Name	TBD	Routing Number	TBD	Account No
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I (Customer), in the capacity set forth below, hereby authorize BANKCARD ASSOCIATES, or its designee, successor or assign (hereinafter "BA") to withdraw any amounts, including any and all sales taxes now due or imposed, owed by me in conjunction with the above referenced transaction, by initiating debit entries to my account at the financial institution (hereinafter "BANK") indicated above, or as such other BANK as the Customer may from time to time use. In the event of default of my obligations hereunder, I authorize debit of my account for the full amount due under this Agreement. A payment (whether paid by debit or other means) that is not honored by my BANK for any reason will be subject to a returned service fee imposed by BA, the amount of which may be debited from my account. Should it be necessary to switch to statement billing due to insufficient funds in my checking account, BA is authorized to add a \$35.00 per month service charge to my payment amount as reimbursement for the added service and processing expenses. If BA withdraws funds erroneously from my account, I authorize BA to credit my account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until BA and BANK have received written notice from me of its termination in such time and in such manner as to afford BA and BANK a reasonable opportunity to act.

AGREEMENT ACCEPTANCE: In consideration for BA services, Customer agrees to all, prices terms and conditions contained in this Straight Rate Servicing Agreement, version 1.6 pages 1-4 (the "Agreement"). Customer certifies that the Equipment shall be used for business purposes. The undersigned unconditionally and personally guarantees performance of the Agreement by Customer and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of BANKCARD ASSOCIATES, its designee, successor, or assign; and agrees that the parties involved follow the Fair Credit Reporting Act.

X	TBD	X	TBD	X	TBD	X
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Customer's Signature	Title	Print Name	Date
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Bankcard Associates Straight Rate Servicing Agreement

1. AGREEMENT TERM

This Agreement shall become effective on the Agreement Date as per page 1 of this Agreement. The initial term shall commence on the Agreement Date and shall continue for one (1) calendar years, unless the Free Terminal Program is elected per page 1 of this agreement, in which case the initial term shall commence on the Agreement Date, and shall continue for two (2) calendar years. Upon completion of initial term, agreement shall thereafter automatically renew for additional one-year terms, unless at least thirty (30) days prior to expiration of the then existing term a written notice of termination (to be effective at the expiration of the then existing term) is given by Customer to BANKCARD ASSOCIATES, unless sooner terminated in accordance with the provisions of this Agreement. During the term of this Agreement, the Customer agrees to maintain their credit card processing services (Including Visa, MasterCard, Discover and American Express merchant processing services) exclusively with BANKCARD ASSOCIATES, and/or BANKCARD ASSOCIATES designated vendors. During the term of this Agreement, BANKCARD ASSOCIATES agrees to provide service and maintain the Customer's credit card processing equipment/software/account, as per stated in this Agreement and as per Visa, MasterCard, Discover, and American Express rules and regulations. Notwithstanding anything in this Agreement to the contrary, the parties further agree and acknowledge that in addition to any other remedies contained in this Agreement or otherwise available under applicable law, if (a) Customer breaches this Agreement by improperly terminating their credit card processing service agreement with BANKCARD ASSOCIATES or an BANKCARD ASSOCIATES designated vendor prior to the end of the agreement term; or (b) if this Agreement is terminated by BANKCARD ASSOCIATES prior to the expiration of the Agreement term due to any event of default by Customer, Customer agrees to all terms of the remedies set forth in paragraphs 12 and 13 of this Agreement.

2. STRAIGHT RATE PROGRAM The fees for Services set forth in this Agreement may be adjusted to reflect increases, or new fees imposed by Card Organizations and/or Vendors including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to us by other Persons related to the Services. All such adjustments shall be your responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization. Vendor, or other Person as specified in our notice to you.

2a. You agree to promptly and carefully review your merchant statements and/or other documents provided or made available to you (physically, electronically, or otherwise provided by Us or others) reflecting Card transaction activity, including activity in your Settlement Account. If you believe any adjustments should be made with respect to your Settlement Account, you must notify us in writing within forty-five (45) days after any debit or credit is or should have been effected or such shorter period as provided in the terms and conditions that govern such account. If you notify us after forty-five (45) days, we shall have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters shall not create any obligation to continue such investigation or any future investigation.

2b. This agreement is a service agreement. We disclaim all representations or warranties, express or implied, made to you or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, noninfringement or otherwise of any services or any goods provided incidental to the services provided under this agreement, including without limitation, any services or any goods provided by a third party. In no event shall we or our affiliates or any of our or their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Client acknowledges and agrees that payment of any early termination fee or liquidated damages as provided elsewhere in this agreement shall not be prohibited by this paragraph. Notwithstanding anything in this agreement to the contrary, our cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to,

those arising out of or related to this agreement), regardless of the form of action or legal theory, shall not exceed, (i) \$10,000.00 or (ii) the amount of fees received by us pursuant to this agreement for services performed in the immediately preceding 12 months, whichever is less.

3. WARRANTY: PURCHASED EQUIPMENT

BANKCARD ASSOCIATES provides a one (1) year warranty on all equipment purchased by BANKCARD ASSOCIATES unless otherwise specified at time of purchase. Warranty shall become effective on delivery date of equipment to Customer. The warranty includes replacement or repair of the failed component and all parts and labor related to the repair. The warranty does not cover BANKCARD ASSOCIATES outbound shipping costs or inbound shipping costs of equipment from Customer to BANKCARD ASSOCIATES, normal wear and tear of the device, misuse, neglect, improper installation, physical damage, or alteration either internally or externally, acts of God or damage from improper use or use in an unsuitable environment. Broken or removed warranty seals will void warranty regardless of cause of malfunction. BANKCARD ASSOCIATES does not honor manufacturers' warranties. Customer owned reprogram equipment will be swapped or repaired and the Customer will be charged the current swap or repair fee for the unit.

4. PURCHASE AND ACCEPTANCE: NO WARRANTIES

Customer requests BANKCARD ASSOCIATES to purchase the Equipment from a Vendor and arrange for delivery to Customer. Customer shall pay all assessed costs for delivery and installation of equipment. BANKCARD ASSOCIATES shall have no responsibility for delay or failure of Vendor to fill the order for the Equipment. THE CUSTOMER REPRESENTS THAT CUSTOMER HAS SELECTED THE EQUIPMENT RENTED HEREUNDER PRIOR TO HAVING REQUESTED BANKCARD ASSOCIATES TO PURCHASE THE SAME FOR LEASING TO THE CUSTOMER, AND THAT CUSTOMER HAS REVIEWED AND APPROVED THE PURCHASE ORDER OF AGREEMENT WITH RESPECT TO THE EQUIPMENT, AND CUSTOMER AGREES THAT BANKCARD ASSOCIATES HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, AND/OR ITS QUALITY AND AS BETWEEN CUSTOMER AND BANKCARD ASSOCIATES, AND OR BANKCARD ASSOCIATES'S ASSIGNEE, CUSTOMER RENTS THE EQUIPMENT "AS IS", BANKCARD ASSOCIATES AND BANKCARD ASSOCIATES'S ASSIGNEE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT HEREUNDER OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OF OPERATION THEREOF, OR THE REPAIRS, SERVICE OR ADJUSTMENT THERETO, OR BY ANY DELAY OR FAILURE TO PROVIDE AND THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF, OR THE USE THEREOF IN VIOLATION OF THE RIGHTS OF ANY PARTY WHOMSOEVER, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE VENDOR SHALL BE BINDING ON BANKCARD ASSOCIATES OR BANKCARD ASSOCIATES'S ASSIGNS NOR SHALL THE BREACH OF SUCH RELIEVE CUSTOMER OR, OR IN ANY WAY AFFECT, ANY OF CUSTOMER'S OBLIGATIONS TO BANKCARD ASSOCIATES OR BANKCARD ASSOCIATES'S ASSIGNS AS SET FORTH HEREIN. BANKCARD ASSOCIATES AND BANKCARD ASSOCIATES'S ASSIGNS DISCLAIM AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT WHETHER ARISING THROUGH THE NEGLIGENCE OF BANKCARD ASSOCIATES OR IMPOSED BY LAW.

4a. TITLE: PURCHASE AND REPROGRAM OPTIONS

Customer shall be granted title to physical equipment deployed under the Purchase and Reprogram options.

4b. TITLE: MONTHLY RENTAL AND FREE PROGRAM OPTIONS

BANKCARD ASSOCIATES shall at all times retain title to the Equipment deployed under the Monthly Rental and Free Terminal Programs, unless otherwise agreed to in writing. All documents of title and evidence of delivery shall be delivered to BANKCARD ASSOCIATES. Customer shall not change or remove any insignia or lettering which is on the Equipment at the time of delivery

thereof, or which is thereafter placed thereon, indicating BANKCARD ASSOCIATES's ownership thereof, and at any time during the Agreement term, upon request of BANKCARD ASSOCIATES, Customer shall affix to the Equipment in a prominent place, labels, plates, or other markings supplied by BANKCARD ASSOCIATES stating that the Rental or Free Equipment is owned by BANKCARD ASSOCIATES. Customer shall at its expense protect and defend BANKCARD ASSOCIATES's title at all times keeping the Equipment free from all liens and claims whatsoever except for those created by or arising through BANKCARD ASSOCIATES and shall give BANKCARD ASSOCIATES immediate written notice thereof and shall indemnify BANKCARD ASSOCIATES from any loss caused thereby. Customer shall execute and deliver to BANKCARD ASSOCIATES, upon BANKCARD ASSOCIATES's request, such further instruments and assurances as BANKCARD ASSOCIATES deems necessary or advisable for the confirmation or perfection of BANKCARD ASSOCIATES's rights hereunder and Customer authorizes BANKCARD ASSOCIATES to file any such instrument, including, but not limited to any Uniform Commercial Code Financing Statement(s), without Customer's signature and, if the signature of Customer is required thereon, Customer irrevocably appoints BANKCARD ASSOCIATES as Customer's attorney-in-fact to execute and file any such statement or other instrument in the name and on behalf of Customer. Without modifying or limiting the foregoing or derogating from the intention of the parties that the transactions herein shall constitute a Terminal Servicing Agreement, and not a financing of the Equipment by BANKCARD ASSOCIATES. If any court of competent jurisdiction shall hold that the transaction contemplated herein does constitute a financing and not a Terminal Servicing Agreement of the Equipment by BANKCARD ASSOCIATES, then BANKCARD ASSOCIATES has a first lien security interest in the Equipment as of the date hereof to secure the obligations of Customer, its successors and assigns, hereunder and BANKCARD ASSOCIATES shall have all rights and remedies of a secured party under the Uniform Commercial Code.

5. CARE AND USE OF EQUIPMENT: RENTAL AND FREE PROGRAM OPTIONS

Customer shall maintain the Equipment in good operating condition, repair and appearance and protect the same from deterioration, other than normal wear and tear; shall use the Equipment in the regular course of business only within its normal capacity, without abuse and in a manner contemplated by the Vendor, shall comply with laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment, shall not make any modification, alteration, or addition to the Equipment (other than normal operating accessories or controls which shall when added to the Equipment, become the property of BANKCARD ASSOCIATES) without the prior written consent of BANKCARD ASSOCIATES, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property or fixture and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed: shall keep the Equipment at the location shown above and shall not remove the Equipment without the consent of BANKCARD ASSOCIATES which shall not be unreasonably withheld. BANKCARD ASSOCIATES shall have the right during normal hours, upon reasonable prior notice to Customer and subject to applicable laws and regulations, to enter upon the premises where Equipment is located in order to inspect, observe or remove Equipment, or otherwise protect BANKCARD ASSOCIATES interest.

6. NET AGREEMENT; TAXES

Customer intends the Agreement payments hereunder to be net to BANKCARD ASSOCIATES, and Customer shall pay all sales, use, excise, personal property, stamp, documentary, ad valorem, gross receipt, occupation and other taxes, license and registration fees, assessments, fines, penalties and other charges imposed on the ownership, possession or use of the Equipment during the term of this Agreement; shall pay all taxes (except Federal and State net income taxes imposed on BANKCARD ASSOCIATES) with respect to this Agreement and the Agreement payments hereunder, and shall reimburse BANKCARD ASSOCIATES upon demand for any taxes paid by or advanced by BANKCARD ASSOCIATES.

7. INDEMNITY

Customer shall and does hereby agree to indemnify and save BANKCARD ASSOCIATES, its agents, servants, successors, and assigns harmless against and from any liability, damages, or loss, including reasonable counsel fees arising out of the ownership, selection, possession, leasing, renting, operation. (regardless of where, how and by whom operated) control, use, condition (including but not limited to latent and other defects, whether or not discoverable by Customer), maintenance, delivery and return of the Equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Agreement.

8. INSURANCE: RENTAL AND FREE PROGRAM OPTIONS

Customer shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever, in amounts determined by BANKCARD ASSOCIATES provided that in no event shall such insurance be less than the loss amount set forth in Section 9(b) herein below. The amount of such insurance shall be sufficient so that neither BANKCARD ASSOCIATES nor Customer will be considered a co-insurer. Customer also shall carry public liability insurance, personal injury, and property damage, covering the Equipment. All such insurance shall provide that losses, if any be payable to BANKCARD

ASSOCIATES, and all such liability insurance shall include BANKCARD ASSOCIATES as named insured and require that the insurer give BANKCARD ASSOCIATES at least ten (10) days' written notice prior to cancellation thereof. All such policies shall provide that such insurance shall not be noticed prior to cancellation thereof. All such policies shall ensure that such insurance shall not be cancelled or modified, as against BANKCARD ASSOCIATES, due to any act or neglect on the part of Customer. Customer shall pay the premiums for such insurance and deliver to BANKCARD ASSOCIATES satisfactory evidence of the insurance coverage required hereunder, as requested by BANKCARD ASSOCIATES. The proceeds of such insurance payable as a result of loss or damage to any item of the Equipment shall be applied to satisfy Customer's obligations as set forth in Paragraph 9 below. Customer hereby irrevocably appoints BANKCARD ASSOCIATES as Customer's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

9. RISK OF LOSS: RENTAL AND FREE PROGRAM OPTIONS

Customer hereby assumes the entire risk of loss, damage, or destruction of the Equipment from any and every cause whatsoever during the term of this Agreement and thereafter until redelivery to BANKCARD ASSOCIATES. In the event of loss, damage or destruction of any item of Equipment, Customer at its expense (except to the extent of any proceeds of insurance provided by Customer which shall have been received by BANKCARD ASSOCIATES as a result of such loss, damage or destruction), and at BANKCARD ASSOCIATES's option, shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair; (b) pay BANKCARD ASSOCIATES the retail value of the equipment at the time of replacement, discounted at a rate of 10% per annum; or (c) Replace such item with a like item acceptable to BANKCARD ASSOCIATES, in good condition and of equivalent value, which shall become property of BANKCARD ASSOCIATES,

10. PERFORMANCE BY BANKCARD ASSOCIATES OF CUSTOMER'S OBLIGATIONS

In the event that Customer fails to comply with any provision of this Agreement, BANKCARD ASSOCIATES shall have the right, but shall not be obligated, to effect such compliance on behalf of Customer upon ten (10) days prior written notice to Customer. In such event, all moneys expended by, and all expenses of BANKCARD ASSOCIATES in effecting such compliance shall be paid by Customer.

11. DEFAULT

If any one of the following events (each an "event of default") shall occur, then to the extent permitted by applicable law, BANKCARD ASSOCIATES shall have the right to exercise any one or more of the remedies set forth in Paragraph 12 below: (a) Customer terminates credit card processing services with BANKCARD ASSOCIATES, or BANKCARD ASSOCIATES designated vendor prior to expiration date of Agreement term, constituted by written notice to BANKCARD ASSOCIATES or BANKCARD ASSOCIATES designated vendor to terminate, or failure to pay minimum monthly credit card account processing fees, (b) Customer fails to make any payment hereunder when due, and such failure continues for five (5) days, or (c) Customer or any guarantor becomes insolvent or makes an assignment for the benefit of creditors, or (d) a receiver, trustee, conservator or liquidator of Customer or any guarantor or of all or a substantial part of its assets is appointed with or without the application or consent of Customer or such guarantor, or (e) a petition is filed by or against Customer or any guarantor under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or (f) Customer fails to pay when due any obligation to BANKCARD ASSOCIATES arising independently of this Agreement and such failure continues for five (5) days, or (g) Customer breaches any other covenant, warranty or agreement hereunder, and such breach continues for ten (10) days after written notice thereof.

12. REMEDIES

If an event of default shall occur as described in Paragraph 11 above, BANKCARD ASSOCIATES may, at its option, at any time declare immediately due and payable, and immediately debit Customer's bank account as specified.

in this Agreement for recovery, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to the agreed upon monthly Straight Rate Fee as specified in signed Merchant Agreement, multiplied by (x) the remainder of the months left in the Agreement, up to \$5000.00, or \$ 295.00, whichever is greater. If Customer is utilizing the BANKCARD ASSOCIATES Free Terminal Program as noted in this Agreement, and Customer breaches this Agreement, Customer agrees to pay an additional Free Terminal early cancellation fee of \$500.00 per terminal and/or software received per this agreement, forfeit the equipment security deposit as per this agreement, and to return the assigned equipment to BANKCARD ASSOCIATES within 10 days of cancellation notification. If equipment is not received within 10 days of cancellation, Customer authorizes BANKCARD ASSOCIATES to debit Customer's bank account on file, or any successor account an amount equal to the retail price of the equipment plus applicable reimbursement or fees for taxes, shipping, re-stocking, equipment programming, installation, and handling, all accrued and unpaid agreement payments, early cancellation fees, and late charges plus the Loss Amount as set forth in Section 9(b) hereinabove; (b) without demand or legal process enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability for such retaking.

² Straight Rate Servicing Agreement Version 1.6

BANKCARD ASSOCIATES may hold, sell, or otherwise dispose of any such Equipment at a private or public sale. Customer shall also be liable for and shall pay to BANKCARD ASSOCIATES (a) all expenses incurred by BANKCARD ASSOCIATES in connection with the enforcement of any of BANKCARD ASSOCIATES's remedies, including all collection expenses, all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (b) reasonable attorney's fees and court costs. BANKCARD ASSOCIATES and Customer agree the value for the unexpired Agreement term as set forth in section 1 of this Agreement, and owing to such agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

All remedies of BANKCARD ASSOCIATES hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of BANKCARD ASSOCIATES to exercise and no delay in exercising any right to remedy shall operate as a waiver thereof or modify the terms of the Agreement.

13. LATE CHARGES

If Customer fails to pay any rent or other amount required herein to be paid to BANKCARD ASSOCIATES within five (5) days of when due, Customer agrees to pay BANKCARD ASSOCIATES, in addition to the payment, a late charge of 15% of the amount past due (but at least \$5.00) for each late payment. Such amount shall be payable in addition to all amounts payable by Customer as a result of exercise of any of the remedies herein provided.

14. ASSIGNMENT: NOTICE OF INTENDED ASSIGNMENT

BANKCARD ASSOCIATES may, without Customer's consent, assign or transfer this Agreement or any BANKCARD ASSOCIATES owned equipment, rent or other sums due or to become due hereunder, and in such event BANKCARD ASSOCIATES's assignee or transferee shall have the rights, powers, privileges, and remedies of BANKCARD ASSOCIATES hereunder. Customer hereby acknowledges notice of BANKCARD ASSOCIATES's intended assignment of BANKCARD ASSOCIATES's interest in this Agreement, and upon such assignment Customer agrees not to assert, as against BANKCARD ASSOCIATES's assignee, any defense, setoff, recoupment, claim or counterclaim, that it may have against BANKCARD ASSOCIATES whether arising under this Agreement transaction or otherwise. CUSTOMER SHALL NOT ASSIGN THIS AGREEMENT OR THE EQUIPMENT OR ANY INTEREST HEREUNDER AND SHALL NOT ENTER INTO ANY OTHER AGREEMENT WITH RESPECT TO THE EQUIPMENT COVERED HEREBY WITHOUT BANKCARD ASSOCIATES'S PRIOR WRITTEN CONSENT AND IF BANKCARD ASSOCIATES SHALL PERMIT ANY SUCH ASSIGNMENT BY CUSTOMER, THE ASSIGNEE SHALL ASSUME CUSTOMER'S OBLIGATIONS HEREUNDER IN WRITING IN FORM AND SUBSTANCE SATISFACTORY TO BANKCARD ASSOCIATES, BUT NO SUCH ASSIGNMENT SHALL RELEASE CUSTOMER FROM ANY OF CUSTOMER'S OBLIGATIONS HEREUNDER

15. END OF AGREEMENT TERM: RENTAL AND FREE PROGRAM OPTIONS

(a) UPON TERMINATION OF THE AGREEMENT, CUSTOMER SHALL DISCONNECT AND RETURN THE EQUIPMENT, SHIPPING AND HANDLING PREPAID, TO BANKCARD ASSOCIATES IN GOOD REPAIR, CONDITION AND WORKING ORDER, IN A MANNER AND TO A LOCATION DESIGNATED BY BANKCARD ASSOCIATES. THE EXERCISE OF THIS OPTION MUST BE COMMUNICATED TO BANKCARD ASSOCIATES IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE TERMINATION OF THE AGREEMENT TERM. (b) IF UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT, BANKCARD ASSOCIATES DOES NOT RECEIVE EQUIPMENT WITHIN TEN (10) DAYS, CUSTOMER AGREES THEY ARE IN DEFAULT OF THIS AGREEMENT AS PER SECTION 12, AND GRANTS BANKCARD ASSOCIATES REMEDY RIGHTS AS PER SECTION 13 OF THIS AGREEMENT. (c) PROVIDED CUSTOMER HAS FULFILLED ALL OF ITS OBLIGATIONS TO BANKCARD ASSOCIATES HEREUNDER, CUSTOMER'S SECURITY DEPOSIT, IF ANY, AS INDICATED HEREIN, (i) SHALL BE REFUNDED TO CUSTOMER AT THE EXPIRATION OF THE AGREEMENT WITHOUT INTEREST; OR (ii) AT CUSTOMER'S DIRECTION, THE EQUIPMENT MAY BE PURCHASED FOR THE SECURITY DEPOSIT AMOUNT, (NOT TO BE LESS THAN \$150.00), SUCH SECURITY DEPOSIT MAY BE APPLIED TO THE PURCHASE OF THE EQUIPMENT, IN WHICH EVENT THE EQUIPMENT NEED NOT BE RETURNED TO BANKCARD ASSOCIATES.

16. EFFECTIVE DATE

This Agreement shall become valid when executed and accepted by BANKCARD ASSOCIATES, notice of BANKCARD ASSOCIATES's acceptance of this Agreement being hereby waived by Customer.

17. GOVERNING LAW

This Agreement shall be binding when accepted in writing by BANKCARD ASSOCIATES and shall be governed by the laws of the State of Minnesota, provided, however, in the event this Agreement or any provision hereof is not enforceable under the laws of the State of Minnesota, then the laws of the state where the Equipment is located shall govern.

18. CHOICE OF FORUM FOR RESOLUTION OF DISPUTES

Customer consents and submits to the jurisdiction of the courts of the State of Minnesota located within Hennepin County and expressly agree to such forum for the bringing of any suit, action or other proceeding arising out of the Customer's or guarantor's obligations hereunder and expressly waive any objection to venue in any such courts.³

19. WAIVER OF JURY TRIAL

CUSTOMER AND ANY GUARANTOR WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG BANKCARD ASSOCIATES, CUSTOMER OR ANY GUARANTOR.

20. NO SUBROGATION

Customer, BANKCARD ASSOCIATES, and any guarantor agree that no guarantor shall have any right of subrogation to any right of BANKCARD ASSOCIATES in the Equipment or this Agreement or against the Customer, and that any such right of subrogation that may exist, as well as any right of Indemnity, against Customer for any obligation which may be performed by guarantor with respect to this Agreement is hereby waived and released.

21. SUBORDINATION

All indebtedness now existing or hereafter arising, between Customer and any guarantor is hereby subordinated to all present and future obligations of Customer or any guarantor to BANKCARD ASSOCIATES including but not limited to the Agreement obligations, and no payment shall be made or accepted on any such indebtedness due Customer or any guarantor until all such obligations to BANKCARD ASSOCIATES are paid and satisfied in full.

22. SURVIVAL OF GUARANTY OBLIGATIONS

All obligations of any guarantor shall remain enforceable notwithstanding that this Agreement, or any obligations performed hereunder, may be void or voidable as against Customer or any of Customer's creditors, including but not limited to, a trustee in bankruptcy, by reason of any fact or circumstance.

23. MISCELLANEOUS

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE ALTERED, AMENDED, MODIFIED, TERMINATED OR OTHERWISE CHANGED INCLUDING BY PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS, EXCEPT BY A WRITING SIGNED BY AN EXECUTIVE OFFICER OF BANKCARD ASSOCIATES. CUSTOMER CERTIFIES THAT NO SUCH ORAL AGREEMENTS EXIST. BANKCARD ASSOCIATES AND CUSTOMER INTEND THIS TO BE A VALID AND SUBSISTING LEGAL DOCUMENT, AND AGREE THAT NO PROVISION OF THIS AGREEMENT WHICH MAY BE DEEMED UNENFORCEABLE SHALL IN ANY WAY INVALIDATE ANY OTHER PROVISION OR PROVISIONS OF THIS AGREEMENT. ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. ANY NOTICE INTENDED TO BE ERVED HEREUNDER SHALL BE DEEMED SUFFICIENTLY SENT IF SENT BY REGULAR MAIL, POSTAGE PREPAID, ADDRESSED TO THE PARTY AT THE ADDRESSES CONTAINED HEREON. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

24. WAIVER; SEVERABILITY

No delay by BANKCARD ASSOCIATES in enforcing any rights under this Agreement shall be interpreted as a waiver of said rights. If any provision of this Agreement or the application thereof to any person, business entity, or circumstance is determined to be invalid, the remainder of this Agreement, or the application of such provisions to any person, business entity or circumstances other than those to which it is held invalid, shall not be affected thereby.

25. SIGNED COUNTERPARTS

This Agreement may be signed in counterparts. Delivery of an executed counterpart of the signature page to this Agreement by fax shall be effective as delivery of a manually executed counterpart of this Agreement, and any failure to deliver a manually executed counterpart sent by fax shall not affect the validity, enforceability, or binding effect of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, the sole original of this Agreement for all purposes shall be the Agreement bearing the manually executed signature of BANKCARD ASSOCIATES.

26. RATIFICATION OF TERMS

The Customer, by making any payment required under this Agreement, ratifies all of the terms of this Agreement.

27. ADDRESSES FOR NOTICES

Bankcard Associates
4030 Wake Forest Road Suite 300
Raleigh, NC 27609
Email: request@bankcardassociates.com

800-921-9584

³ Straight Rate Servicing Agreement Version 1.6

SAMPLE - FOR REVIEW ONLY