ISO # _____   achXPRESS™ ELECTRONIC FUNDS TRANSFER AGREEMENT   MID # _____

By this Electronic Funds Transfer Agreement ("Agreement"), between **Secure Payment Systems, Inc**. ("SPS") and the undersigned ("Subscriber"), the parties mutually agree that this Agreement is effective on the later of _____, 201__ or the effective date of this Agreement and applies to those transactions transmitted by Subscriber to SPS for the initiation of ACH debits and credits to consumer and business demand deposit accounts resulting from legitimate business transactions properly authorized by the party to be debited or credited and conducted in compliance with all local, state, federal, and Uniform Commercial Code statutes.

SERVICE PROVIDED TO: Corp ____ LLC ____ Sole Prop ____ Partnership ____   # Years in Business _____ Fed Tax ID # _____

DBA _____   Contact Name: _____

Address _____   Phone Number: (   ) _____ Fax # (   ) _____

City/State/Zip _____   E-Mail Address: _____

Services / Products _____   WebSite Address:_____

Officer/Owner/Partner:

(1) Name _____% Ownership ____ SSN# _____ Birth Date ___/___/___ Drivers License # _____ State ___

(2) Name _____% Ownership ____ SSN# _____ Birth Date ___/___/___ Drivers License # _____ State ___

A. Fees / Interface: achXPRESS ☐   or Host Interface ☐   Debits ☐ Credits ☐   Automatic NSF Re-Presentment ☐   Service Charge Collection ☐

1. $ _____ Start-up / Annual License   2. $ _____ per Debit / Credit   3. $ _____ Flat fee / mo   4. $ _____ per "normal" Return / NOC

5. $ _____ per R 5,6,7,8,10,29,51 Return   6. $ _____ / mo Sunday Proc'g   7. _____ % per Debit   8. $ _____ Monthly Minimum

B. Designated Depository Account (Most Recent 2 Bank Statements Required)   9. $ _____ per Batch Close   10. _____ % SPS Collection Fee Sharing

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Bank Name _____ City _____ State _____ Contact _____ Phone _____

Bank Routing/Transit # __ __ __ __ __ __ __ __ __   Bank Account # __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __

C. Business Credit References

Business Name (1) _____ Contact _____ Title _____ Phone # _____

Business Name (2) _____ Contact _____ Title _____ Phone # _____

D. Limits: $ Debits / Day $ _____   # Debits / Day _____   Debit Item Limit $ _____ $ Debits / Mo $ _____   # Debits / Mo _____

            $ Credits / Day $ _____   # Credits / Day _____   Credit Item Limit $ _____ $ Credits / Mo $ _____   # Credits / Mo _____

Reserve Funds: Subscriber agrees that SPS shall be entitled to an initial reserve of $ _____ payable in advance by money order, cashiers check, or business check. Thereafter SPS shall on a daily basis reduce financial settlement by an amount equal to $ _____ per item and _____ % of the face value processed and shall maintain such as a rolling 90 day processing reserve as a deposit against Subscriber default during the term of the Agreement. Subsequent to termination, but not more than 180 days later, Subscriber shall be entitled to a refund of any such withholding provided all fees, charge backs, penalties (if any), and service charges have been successfully debited against Subscriber's designated depository account and except where there is a federal, state, or civil regulatory investigation, proceeding, or lawsuit pending or threatened against Subscriber for any reason, or against SPS, or the ODFI due to the actions or inactions of Subscriber. Amounts not successfully debited against Subscriber's designated account will be deducted from the reserve and thereby reduce any balance due Subscriber as a refund.

AGREEMENT

By signature below, Subscriber hereby authorizes its financial institution to accept and process credits and debits initiated by SPS or its ODFI on the above designated depository account and to be debited electronically for fees due SPS on or about the 10th of each month for services rendered the previous month. Subscriber understands that this authorization shall remain in effect unless revoked in writing upon the mutual consent of the parties, but that Subscriber may not revoke such authorization during any period that electronic transactions are being cleared by SPS, nor for a period of 60 days following electronic transmission of a final electronic transmission. Subscriber understands that Subscriber must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question. In connection with this application and approval thereof, Subscriber, and the guarantors below, collectively by their signatures hereto, authorize SPS or its agents to procure investigative consumer reports and understand that such report may contain information about personal financial stability, background, character, and reputation.

This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate document) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Agreement, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Agreement, and that Subscriber can find the most current form of this Agreement's respective terms and conditions online at www.securepaymentsystems.com.

Accepted By: _____ _____   _____ _____
                  Subscriber Signature   Date   Authorized Signature for ACH debit   Date

                _____ _____   _____ _____
                  Printed Name   Title   Printed Name   Title

PERSONAL GUARANTY – The undersigned jointly and severally, hereby unconditionally guaranty, without deduction or diminution by reason of Counterclaim, offset, or defense, and in accordance with all terms and conditions, the prompt and complete payment and performance of the Agreement including any and all modifications, addendums, and amendments thereof. The undersigned warrant and guaranty that the Agreement has been properly executed, and agree that this guaranty shall be of full force and effect irrespective of any invalidity or unenforceability of the Agreement or any provisions thereof. The undersigned hereby waive notice of acceptance hereof, all notices of any kind to which we may be entitled, and all defenses of a guarantor or surety. The obligation and liability of each of the undersigned is direct, continuing, and unconditional, and SPS shall not be required to proceed against Subscriber or resort to any other right, remedy or security before proceeding against the undersigned under this guaranty. Service may be affected over the Guarantor by service on Subscriber and mailing of the summons and complaint by SPS to Subscriber. Subscriber and any guarantor hereby waive any and all rights to a trial by jury and agree to the venue and jurisdiction of any court SPS may choose. The undersigned warrant that they have read the Agreement that is hereby ratified and confirmed, and agree that only the full payment and performance of the Agreement can discharge the undersigned's liability hereunder.

Guarantor Signature _____   **Home Street Address** _____

Guarantor Printed Name _____   **City / State / ZIP** _____

Social Security Number _____   **Phone Number** _____

Witnessed By _____   **SPS Management Signature** _____

Approved: POP__ WEB__ TEL __ PPD __ CCD __ ARC __ BOC __ RCK __   *(Not valid and binding until approved by Authorized Management of SPS)*   *rev. 01 10 18*

Definitions – For purposes of this Agreement,

"Entry" means any order or request complying with the requirements of the Operating Rules of the National Automated Clearing House Association ("NACHA") for (i) the deposit of money to the deposit account of a Receiver ("Credit Entry"), (ii) for the payment of money from the deposit account of a Receiver ("Debit Entry"), (iii) for a zero dollar entry, and (iv) for a DNE or ENR entry (as defined in the NACHA Rules) which in any such case is transmitted via the ACH network. **"Charge back"** means any electronic debit returned for non-payment by the maker's financial institution. **"Designated Depository Account"** means that financial depository account of Subscriber to which SPS will credit electronic check transaction data and from which SPS will debit amounts due for fees, Charge backs, and penalties, if any. **"ODFI"** means the Originating Depository Financial Institution" through which SPS initiates Subscriber transactions. **"Third Party Processor"** or **"TPP"** shall either mean SPS or a data processing service bureau having a contractual relationship with an ODFI and originating Entries to such ODFI on behalf of SPS at SPS' request.

1. Term, Termination and Amendment: This Agreement is effective upon its acceptance by SPS in San Diego, California, and shall remain in effect for an initial period of 1 year and thereafter shall automatically renew for successive 1 year terms unless terminated by either party effective as of the end of the then-current period by giving at least thirty (30) days advance written notice. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS by providing Subscriber written notice. Except as set forth in sections 2, such amendments shall be effective 30 days from mailing. Subscriber may terminate this Agreement as of the effective date of any change in rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may only be modified or amended by written mutual agreement.

2. Fees and Rates: If the charges for Subscriber's originations are less than the monthly minimum fee, then the minimum shall apply. SPS reserves the right, without notice, to offset fee's due SPS against daily settlements due Subscriber. Transactions declined due to unresolved unauthorized returns on file shall be charged at the "normal" return rate despite SPS not originating the transaction to the ODFI.

3. Payment: SPS shall debit Subscriber's monthly invoice total on or about the 10th day of the month at the fees and rates set herein, as they may be amended from time to time (plus all applicable taxes) for activity of the prior calendar month. An invoice whose full payment is not posted prior to the 1st of the following month will incur a late fee of 1 1/2% (or the legal limit) of the unpaid balance and will be added to the subsequent invoice. Without prejudice to its rights in paragraph 1, SPS reserves the right to suspend its performance to Subscriber during any period in which Subscriber's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS' rights of suspension and termination. Any delinquent fees or other amounts not paid when due may be offset against amounts owed Subscriber by SPS under this Agreement or any other unrelated agreement between Subscriber and SPS. SPS item fees shall be charged on all re-presentment originations and returns.

4. Authorization: Subscriber agrees that it will only request SPS to initiate debits for services requested by and provided to Customers of Subscriber which are made in accordance with NACHA rules and regulations. These rules and regulations stipulate that an initiator of an electronic debit may only do so when the Customer has given proper authorization via written, online, or oral means for a stipulated amount and frequency. Such authorization shall either (a) be stored by Subscriber in electronic digital, retrievable media, (b) stored by Subscriber in oral retrievable media, or (c) be transmitted by the Customer to Subscriber in a format provided by SPS prior to any such electronic debit being initiated and shall be delivered to SPS prior to any such request for electronic debit via (1) fax transmission or (2) electronic mail with image attachment or (3) first class U.S. mail. Subscriber shall retain such customer authorization for not less than two (2) years following authorization termination and deliver such authorization to SPS within 3 business days of when so requested.

5. Charge Backs / Reserve Account / Right of Offset - Subscriber agrees that a debit that fails to post ("charge back") against a Customer account shall be the sole responsibility and liability of Subscriber. Such liability shall include administrative fees, if any, assessed for handling electronic returns. Subscriber agrees that SPS may debit Subscriber's financial account for (a) service fees as noted below and (b) charge backs against which Subscriber had already received credit. In the event Subscriber's financial account is overdrawn, then Subscriber agrees to a $100 service fee per failed item and the sum of such charge backs and service fees shall, at the discretion of SPS, be either debited against any future sums due Subscriber by SPS, or in the alternative be offset against either a Subscriber "reserve" account, if one has been established, or any other financial account of Subscriber established in any other Agreement by and between Subscriber and SPS, even if unrelated to this Agreement. All chargebacks and fees not recovered by SPS as provided for herein are immediately due and payable upon demand. Failure to reimburse SPS within five (5) business days thereafter shall be deemed a material breach of this Agreement. Subscriber agrees that SPS shall have no obligation to either credit Subscriber or debit Customer accounts on behalf of Subscriber during any period in which Subscriber is in default, including but not limited to Subscriber being past due for fees due SPS for services as provided herein.

6. Performance and Conditions of Service

6.1 SPS agrees to provide the Service to Subscriber in accordance with (a) the terms and conditions of this Agreement, and (b) the Operating Rules of the National Automated Clearing House Association ("NACHA") as currently in effect, including without limitation, all schedules, exhibits and appendices as may be attached thereto, as the same may hereafter be amended, modified, added to or substituted, or any successor rules or regulations adopted by NACHA governing the transmission of Entries through the ACH Network (the "NACHA Operating Rules") and (c) any applicable federal and state laws and regulations (including but not limited to the Fair Credit Reporting Act and Regulation E when and where they apply, and (d) any laws, regulations or rules promulgated after the Effective Date and applicable to the Service. Subscriber agrees to receive the Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions of the Agreement and any amendments thereto. Subscriber acknowledges that the ODFI and TPP, if any, is each a third-party beneficiary of this Agreement, and the ODFI and TPP have all the rights of SPS under this Agreement as if they were each a party hereto. Subscriber agrees that SPS shall be the exclusive provider of ACH payment processing services to Subscriber during the term of this Agreement and any extensions thereto.

6.2 The sole liability of SPS to Subscriber for failing to provide accurate output shall be, without additional charge, to make such corrections as may be necessary to accurately reprocess the input. In the event of system downtime, Subscriber agrees to waive all monetary and / or liquidated damages by consenting to reprocess the data at a later date. Notwithstanding any other provision of this Agreement or any ACH processing agreement entered into by Subscriber with any third party, SPS reserves the unrestricted right to (without notice) refuse to (a) process any Entry (as defined above) submitted to SPS if in the sole discretion of SPS, it appears that the processing of such Entry presents an undue risk of loss or liability to SPS or (b) process any transaction that violates the Rules or is not within the scope of this Agreement. Subscriber agrees that SPS may without advance notice, cease processing and/or hold/or offset funds due Subscriber in the event (a) fees electronically debited by SPS and due SPS for performing the Service on behalf of Subscriber fail to clear Subscriber's designated depository account or (b) SPS or ODFI, of their own sole discretion, either together or individually, detect transaction activity that may represent an undue risk of loss or liability to SPS or ODFI, or where ODFI for any reason elects to cease providing ACH origination services to Subscriber or SPS, or TPP if any.

6.3 Subscriber will promptly review any reports, Entries or other communications submitted to it by SPS and will immediately notify SPS of any discrepancy between its records and those provided by SPS, the originating depository processor, or any bank that is a party to a specific Entry. If SPS is not notified of a discrepancy within two (2) business days of the date that Subscriber receives a statement of account or other report of activity, Subscriber will be solely liable for any and all losses or other costs associated with any erroneous or unauthorized transfer and Subscriber will hold SPS, its agents, and its affiliates harmless. Subscriber acknowledges that processing limits shown in section D may not be reflective of limits actually imposed by SPS.

7. Processing Authority –.SPS shall be responsible for electronically transmitting Subscriber's customer transaction data, drawn on U.S. domiciled financial institutions, within 24 business hours to the ODFI. Such electronic transmission shall consist of debits (sale transactions) and where permitted, credits (void / credit transactions) properly requested and authorized by Subscriber. Unless otherwise specified herein or by electronic communication between the parties SPS shall use best efforts to electronically credit Subscriber's designated depository account within three (3) business days of batch transmission requests made Monday through Friday (excluding bank holidays). Such electronic credit shall consist of the net amount due Subscriber for the given batch due to be settled. Subscriber agrees to keep a sufficient balance in its designated depository account in order that debits contemplated herein are not returned unpaid.

8. Compliance – Subscriber shall be responsible for replying to and remedying reports of Rules violations that are issued with respect to Subscriber. In the event that any fine, penalty, or other charge is imposed due to Subscriber's violation of the Rules, Subscriber shall be responsible for the payment thereof and SPS may debit such amount(s) from Subscriber's designated account without further notice. Subscriber acknowledges that it bears the final responsibility for ensuring that its policies and procedures comply with the requirements of the NACHA Operating Rules and any applicable federal, state, or local laws, rules and regulations. Subscriber agrees and will ensure (a) that all transactions originated under this Agreement are lawful transactions of the United States and (b) that neither the sender nor receiver is prohibited or by the Office of Foreign Assets Control (OFAC) from benefiting and participating in such transactions.

9. Warranties – Subscriber represents and warrants that, with respect to all Entries originated on its behalf as part of the Service, (a) each Receiver has authorized the debiting and/or crediting of its account and (b) each Entry is for an amount agreed upon by the Receiver, and (c) each Entry is in all other respects properly authorized. Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval.

10. Indemnity / Limitation of Liability – Subscriber agrees to defend, indemnify and hold SPS, its agents and affiliates, harmless from any claim asserted by any third party against either SPS or ODFI for damages (including but not limited to fines, judgements, penalties, assessments, settlements, and attorney legal fees), including without limitation lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to (a) any breach of Section 9 above; (b) any incorrect information provided to SPS by Subscriber hereunder; or (c) Subscriber's use of the Service including but not limited to improper licensure, originating transactions under violation of state or Federal law, employee fraud and collusion. Subscriber agrees that SPS shall have no duty of indemnity or contribution for a third party claim arising from the use of the Service or the performance or non-performance of SPS of any Service hereunder. Except as expressly set forth herein, SPS makes no warranty, express or implied, and it is agreed that no implied at law warranty shall arise from this Agreement or from performance hereunder. In no event shall SPS's liability under this Agreement exceed the total amount of fees paid to SPS by Subscriber pursuant to this Agreement during the preceding quarter. Subscriber shall treat all information in connection with this Agreement as confidential and certifies to utilize information only for originating business transactions as defined herein.

11. Other - This Agreement constitutes the entire understanding of the parties. All prior agreements and understandings are canceled in their entirety. All representations, warranties, indemnities, and covenants made herein shall survive termination of this Agreement and remain enforceable after termination. Neither party shall be liable for loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, phone outage, or acts of God. If Subscriber becomes the subject of any insolvency, bankruptcy, receivership, dissolution, or reorganization, Subscriber consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement. If there is a conflict between a part of this Agreement and any present or future law or regulation, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within compliance. In order to maintain high levels of service, conversations with Subscriber may be monitored without further notice or disclosure. Subscriber may only assign this Agreement upon the prior written consent of SPS. SPS may freely assign this Agreement, its rights, benefits or duties hereunder. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of SPS and the heirs, executors, administrators, successors, and assigns of Subscriber. Notices shall be delivered to the appropriate party at its address set forth in this Agreement and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Subscriber agrees that any claim, dispute, or cause of action brought by Subscriber against SPS will be resolved via binding arbitration using a qualified representative of the American Arbitration Association in Las Vegas, Nevada. SPS reserves the right to file a cause of action against Subscriber in any venue or jurisdiction it deems appropriate and shall be entitled to recover attorneys' fees if it prevails. This Agreement and the right and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the United States and the state of Nevada.

Initials _____