



MID # \_\_\_\_\_

ISO # \_\_\_\_\_

The undersigned ("Subscriber") hereby engages Secure Payment Systems ("SPS") to act as its sole agent in providing services per this Agreement ("Agreement").

Whereas SPS has developed EZPAY Advantage (defined hereinafter as either "EZPAY Service" or "EZPAY" or "Service"), an Internet-based financing application system that offers qualified and approved consumers retail installment or rent-to-own agreements (the "Program") for distribution through selected retailers and service providers ("Subscribers") located in the United States and providing products and/or services to consumers domiciled in the United States.

Whereas Subscriber, from time to time, has consumers who visit Subscriber's store location(s) or e-commerce website and are interested in utilizing the SPS EZPAY consumer finance Program to obtain and pay for goods and/or services.

Whereas SPS assumes all liability for risk of financial loss with consumers approved for the EZPAY Program (provided all terms and conditions satisfying the Transaction Warranty are met), and shall be liable to fund the purchase price of all Transactions less SPS fees directly to Subscriber.

**EZPAY Service Provided To:** (If a corporately owned chain please show additional locations separately by attachment that shall be governed by this Agreement.)

Organized as (Check One): Corp \_\_\_\_\_ LLC \_\_\_\_\_ Sole Prop \_\_\_\_\_ Partnership \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_ Ownership Start Date: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Mobile Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Physical Location Address (no PO Box's Please): \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Services Provided: \_\_\_\_\_

Company E-Mail Address \_\_\_\_\_ Website Address: \_\_\_\_\_

**Subscriber ACH Bank Account Information (copy of business check is mandatory)**

ABA Transit Number (9 digits) \_\_\_\_\_ Account Number \_\_\_\_\_

**Subscriber Owner / Partner Information:**

Owner/Partner (1) Name \_\_\_\_\_ % Ownership \_\_\_\_\_ SSN # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Owner/Partner (2) Name \_\_\_\_\_ % Ownership \_\_\_\_\_ SSN # \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

**Subscriber Business Credit References:**

Business Name (1) \_\_\_\_\_ Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

Business Name (2) \_\_\_\_\_ Contact \_\_\_\_\_ Title \_\_\_\_\_ Phone # \_\_\_\_\_

**Fees:**

- 1. Discount Rate 5.0%
- 2. Set-up / Annual Subscription Fee: \$195 / \$195
- 3. Monthly Program Fee: \$29
- 4. Monthly Minimum Fee: \$0

**Programs: (Refer to exhibit A)**

- Retail Installment Physical Storefront
- Retail Installment E-Commerce
- Rent to Own Physical Storefront
- Rent to Own E-Commerce

Subscriber acknowledges and agrees that Subscriber may not add a fee(s) onto the cash sales price of an EZPAY transaction so as to pass such additional fee(s) on to the consumer, and Subscriber shall be held solely liable for transactions contemplated by the EZPAY Service Agreement as such relates to state and federal regulatory compliance.

SPS shall credit Subscriber's Settlement Account in full for the cash purchase price less discount fees on the third business day (excluding weekends and bank holidays) for Transactions completed prior to 8:00 pm eastern standard time provided that Subscriber is not then in violation of the Terms and Conditions of this Agreement.

On the 10th of each month (or the preceding Friday if the 10th is a Saturday / Sunday or bank holiday Monday) Subscriber authorizes its Financial Institution to charge Subscriber's account and pay SPS by electronic funds transfer the total amount due in Subscriber's monthly invoice that had not already been deducted, including but not limited to discount fees. Subscriber agrees that SPS invoices and reports shall only be delivered to Subscriber via electronic email or online, password protected WEB access. Subscriber agrees that this electronic debit authorization shall remain in effect until and unless such is revoked in writing upon the mutual consent of the parties.

**Definitions** – For purposes of this Agreement,

- (a) **"Transaction"** shall mean a completed consumer financing application that has been approved by SPS, has been properly accepted by the consumer and the consumer has successfully made the initial payment due.
- (b) **"Designated Depository Account"** means that financial depository account(s) of Subscriber to which SPS will credit approved Transactions and from which SPS will debit amounts due for fees, Chargebacks, and penalties, if any.
- (c) **"EZPAY Advantage Merchant Services Agreement"** shall mean that Agreement by and between SPS, and the Subscriber defining, rates, terms, and conditions for the provision of the EZPAY Service.
- (a) **"Chargeback"** means any Transaction for which a warranty is dishonored by SPS due to an exclusion as defined in the Terms and Conditions of this EZPAY Merchant Services Agreement.

#### **TERMS AND CONDITIONS**

**Standard Terms and Conditions:** Subscriber and SPS agree to be bound by the Standard Terms and Conditions below and those fully incorporated into this Agreement or available upon written request to SPS – Attn: Customer Service at PO Box 261149, San Diego, CA 92196-1149

**1. Term, Termination and Amendment:** This Agreement is effective upon its acceptance by SPS and shall remain in effect for an initial period of three months and thereafter shall automatically renew for successive 3 month terms unless terminated as provided for herein. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least sixty (60) days prior to the end of that period. These terms and conditions, plus any addenda, including rates and fees, may be amended from time to time by SPS upon not less than thirty (30) days advance written notice. Except as set forth in paragraph 2, such amendments shall be effective 30 days from date of notice. SPS may terminate this Agreement or suspend performance of the EZPAY Service at any time without prior notice if by governmental regulation or action of a credit card payment processor(s), the National Automated Clearing House Association ("NACHA"), the Federal Reserve, or an Originating Depository Financial Institution ("ODFI"), SPS authority to electronically process payments is disabled and SPS is no longer permitted to perform such services as contemplated hereunder, or such services present undue risk of loss to SPS. Subscriber may terminate this Agreement as of the effective date of any change in terms, rates or fees upon written notice to SPS. Except as specifically provided for herein, this Agreement may not be modified or amended except by written mutual agreement.

**2. Fees / Payment:** SPS may debit the designated account of the Subscriber directly without further authorization for the purpose of causing payments due to SPS to be received. SPS may additionally pursue all other lawful means of collecting funds due it from Subscriber. In the event an electronic debit fails to clear Subscriber's account, Subscriber shall pay SPS within 10 days of receipt of monthly invoices at the fees and rates set herein, as they may be amended from time to time, plus all applicable taxes and penalties. SPS reserves the right, at its sole discretion without further notice or disclosure, to offset Chargebacks or fees due SPS against amounts due Subscriber. Any delinquent fees or other amounts not paid when due may be debited against amounts owed Subscriber by SPS under this or any other agreement between Subscriber and SPS. Subscriber agrees to pay SPS a twenty-five (\$25.00) dollar processing fee, which at SPS' option may be debited electronically without further notice, for any check or ACH debit due SPS by Subscriber which is not paid by Subscriber's financial institution upon presentment. The Discount Rate fee applies to the cash purchase price for a given consumer Transaction. In all instances, the Discount Rate % shall be due and owing and not refunded if the Transaction in whole or in part is subsequently charged back to Subscriber by SPS due to a breach of any Warranty provisions contained herein. If the sum total of all Discount Rate fees for Subscriber's Transactions for a calendar month is less than the monthly minimum fee, then the minimum shall apply. Subscriber agrees that the annual subscription fee shall be applied to Subscriber's invoice upon each anniversary of this Agreement. SPS reserves the right to change at its discretion, by giving thirty (30) days advance written notice to Subscriber, the fees and rates set forth herein as they may be amended from time to time. All fees are due and payable upon receipt. Without prejudice to its rights hereunder, SPS reserves the right to suspend performance to Subscriber hereunder during any period in which Subscriber is delinquent or otherwise in breach of any term or condition contained herein. Continuation of service during any period of delinquency shall not constitute a waiver of SPS' rights of suspension and termination.

By my signature below, I (Subscriber Authorized Signer/Officer) hereby authorize my financial institution to accept and process credits and debits initiated by SPS or its Originating ACH Processor on the depository account shown on this EZPAY Service Agreement. I (Subscriber Authorized Signer/Officer) understand that this authorization shall remain in effect unless revoked in writing, but, that I (Subscriber Authorized Signer/Officer) may not revoke such authorization during the term of this Agreement and for ninety (90) days following termination of this Agreement. I (Subscriber Authorized Signer/Officer) understand that I (Subscriber Authorized Signer/Officer) 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(s) in question. In connection with this application and approval thereof, Subscriber authorizes SPS, its' agents and equipment leasing company(s) to procure investigative consumer reports and understand that such report may contain information about personal financial stability, background, character, and reputation.

**Agreement:**

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 shall remain enforceable after termination. This Agreement makes up the entire agreement between SPS and Subscriber concerning the EZPAY Service. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. This Agreement includes all of the Terms and Conditions on pages 2 through 6 of this Agreement 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.

**Acceptance:** This Agreement is governed by Nevada Law and not binding on SPS until accepted by SPS at their corporate office.

**Accepted By:** \_\_\_\_\_

Subscriber Business Name

\_\_\_\_\_  
Subscriber Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber Authorized Signature for ACH debit

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subscriber Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Subscriber Printed Name for Debit Authorization

\_\_\_\_\_  
Title

**Secure Payment Systems ("SPS")**

\_\_\_\_\_  
SPS Management Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
SPS Printed Name

\_\_\_\_\_  
Title



Not valid and binding until approved by Authorized Management of Secure Payment Systems

## TERMS AND CONDITIONS CONT.

### **Duties, Rules & Regulations**

3. SPS agrees to provide the EZPAY Service to Subscriber in accordance with (a) the terms and conditions of this Agreement, and (b) the operating rules of SPS' credit card processor(s), ODFI's and NACHA, collectively defined as ("Payment Processing Partners") and any applicable U.S. federal and state laws and regulations (including but not limited to the Fair Credit Reporting Act "FCRA" and Regulation E when and where each apply, and (d) any laws, regulations or rules enacted after the Effective Date and applicable to the EZPAY Service and (e) any laws, regulations or rules enacted for the capture and transmission of image replacement documents. Subscriber certifies that it (i) has a legitimate business need, in connection with a business transaction involving the consumer, to access information provided by SPS that may include consumer data compiled from third party data sources, (ii) Subscriber will comply with all laws including, without limitations applicable credit reporting laws and that the data as reported by Secure Payment Systems will be used only for permissible purposes as defined in the FCRA and any other credit reporting law, with the exception that the information will not be used for employment purposes, and (iii) that the information will not be used by Subscriber for any purpose other than one transaction between Subscriber and consumer. Subscriber agrees to the EZPAY Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions contained herein. "ODFI" means the Originating Depository Financial Institution through which SPS initiates Subscriber transactions. "Third Party Processor" or "TPP" shall mean a data processing service bureau having a contractual relationship with an ODFI and originating electronic Entries to such ODFI on behalf of SPS at SPS' request. Subscriber acknowledges that Payment Processing Partners, if any, are each a third-party beneficiary of this Agreement, and have all the rights of SPS under this Agreement as if they are each a party hereto.

3.1 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. SPS shall have no liability under this section for circumstances contemplated in section 9 (ii) of the EZPAY Service Agreement.

3.2 Notwithstanding any other provision of this Agreement, SPS reserves the unrestricted right to (without notice) refuse to (a) process any Transaction (as defined above) submitted to SPS if in the sole discretion of SPS, it appears that the processing of such Transaction presents an undue risk of loss or liability to SPS or (b) process any consumer application and Transaction that violates the Rules or is not within the scope of this Agreement.

3.3 Subscriber will regularly and promptly review any reports, Entries or other communications submitted to or available 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 Transaction. If SPS is not notified of a discrepancy within two (2) business days of the Transaction Provider will be solely liable for any and all losses or other costs associated with any erroneous or unauthorized transfer and Provider shall hold SPS, its agents, and its affiliates harmless.

3.4 Subscriber shall be responsible for replying to and remedying reports of Payment Processing Partners 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 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.

**4. Warranty Terms EZPAY** - Warranty exclusions apply with respect to Transactions contemplated by this Agreement. Warranty does not apply where the Transaction is for cash, where an approved Transaction is subsequently voided, where the Transaction is not in connection with the type of services provided by Subscriber in the normal course of business and as contemplated hereunder, where payment has been stopped or otherwise deemed unauthorized due to a dispute between the consumer and Subscriber over the goods/services provided, or where the service was not provided. Warranty does not apply to any refund or cancellation fees charged to a consumer or if Subscriber added a fee(s) onto the cash sales price of an EZPAY transaction either directly or indirectly so as to pass such additional fee(s) on to a consumer'

Warranty also does not apply where SPS has reason to believe that Subscriber or their employee(s) has acted fraudulently, where the Transaction is with an employee or immediate family relative of Subscriber, or where the Transaction is not properly authorized according to the Federal Reserve, SPS or the Payment Processing Partners.

SPS shall own the entire interest in the Transaction and, as such, the sale may only be consummated by the manner described above and not be augmented by any other alternative lending or deferred payment option. Despite settlement received, only one Transaction per family (hereinafter defined as the consumer, the consumer's spouse, and dependent children of legal age) is permitted at any one time while Transaction payments of the purchaser remain outstanding. Any unpaid portion of a Transaction in violation of this paragraph shall be dishonored for warranty and charged back to Subscriber's depository account.

If, after crediting Subscriber's depository account or manually causing payment of a Transaction to Subscriber, SPS determines that satisfaction of the warranty has been voided by a breach of any warranty condition contained herein, Subscriber agrees that SPS shall charge back the entire amount credited to Subscriber and that SPS may immediately debit Subscriber's account for the voided warranty (Chargeback), or in the alternative at the sole discretion and approval of SPS, Subscriber may remit the amount due immediately upon request. Upon such Chargeback, Subscriber agrees that SPS shall thereafter have no further liability to Subscriber on such Transaction.

Subscriber agrees to indemnify and hold harmless SPS from a cause of action brought by a consumer arising out of Subscriber's actions of adding a processing fee to the Transaction total so as to recoup SPS processing fees. SPS warrants the accuracy of the authorization approval given that all requirements set forth in the warranty requirements are met.

**5. Processing Authority:** SPS shall use best efforts to electronically credit Subscriber's designated depository account within three (3) business days following a successful Transaction occurring prior to 5pm Eastern Standard Time. Subscriber agrees to keep a sufficient balance in its designated depository account in order that debits contemplated herein are not returned unpaid. Subscriber agrees that SPS may hold and/or offset Transaction settlement funding due the Subscriber in the event (a) amounts electronically debited by SPS to Subscriber for services performed by SPS on behalf of Subscriber fail to clear Subscriber's designated depository account, even if such withholding or offset is for amounts owed that is unrelated to Subscriber's Transactions or (b) SPS and / or its Payment Processing Partners, at their sole discretion, either together or individually, detect Transaction activity that may represent an undue risk of loss or liability, or such activity is not consistent with goods and services to be sold and/or average transaction amounts referenced on Subscriber's initial application for EZPAY Services.

**6. Chargeback Rights:** Subscriber agrees without further recourse that SPS may debit Subscriber's designated depository account, or any other account as Subscriber may designate in writing from time to time, in the event a Transaction that has been paid or credited to Subscriber by SPS is subsequently dishonored for warranty due to a warranty exclusion as defined under Sections 4 or 5 contained herein.

**7. Limited Warranty:** SPS WARRANTS THAT SPS OWNS ALL INTELLECTUAL PROPERTY RIGHTS NECESSARY TO GRANT THIS LICENSE, AND SPS INDEMNIFIES SUBSCRIBER AGAINST ANY CLAIMS FROM THIRD PARTIES THAT SUBSCRIBER DOES NOT HAVE THE RIGHT TO USE SPS' SERVICE. SPS ALSO WARRANTS THAT ITS SOFTWARE, PRODUCTS AND SERVICES WILL PERFORM AS OUTLINED EXCLUDING EVENTS INTERRUPTING SUCH PERFORMANCE SUCH AS ACTS OF GOD, TELECOMMUNICATION OUTAGES, EARTHQUAKES, FLOODS, ET AL. SPS MAKES NO WARRANTY (OTHER THAN ABOVE), EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPS SHALL HAVE NO LIABILITY WITH RESPECT TO SPS' OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR ANY DAMAGES OTHER THAN DIRECT DAMAGES TO SUBSCRIBER OR TO ANY THIRD PARTIES DEALING WITH PROVIDER EVEN IF SPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. Indemnity / Limitation of Liability:** Subscriber agrees to defend, indemnify and hold SPS and its agents and affiliates harmless from any claim by any third party for any damages, including but not limited to lost profits, direct, incidental, consequential, special, indirect or punitive damages arising out of or relating to (a) any breach of Section 8 above; (b) any incorrect bank account or other information provided to SPS by Subscriber hereunder; or Subscriber's use of the EZPAY Service including but not limited to 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 EZPAY Service or the performance or non-performance of SPS of any service hereunder. In no event shall SPS maximum liability for any claim or cause of action arising out of the SPS services brought by Subscriber exceed the amount of fees for services performed hereunder as earned by SPS during the preceding three (3) months preceding the filing of such claim or cause of action. In no event shall Subscriber bring a claim or cause of action against SPS more than twelve (12) months following Subscriber first learning of the action or inaction giving rise to such claim or cause of action. Subscriber agrees to indemnify and defend SPS and the Payment Processing Partners against any and all claims or actions against SPS, or ODFI due to any action or inaction of Subscriber. Despite potential representations of SPS independent sales agents to the contrary, Subscriber acknowledges that adding a fee to the cash sales price may, depending on the state, constitute the equivalent of a finance charge and that Subscriber is solely liable to ensure state and federal regulatory compliance including necessary licensing where required. Subscriber agrees to indemnify and hold harmless SPS from any cause of action brought by a consumer or state/federal regulatory authority against SPS arising out of Subscriber's actions of adding a processing fee to the Transaction. Subscriber additionally agrees to not directly or indirectly file a cause of action or cross complaint against SPS for any cause of action brought by a consumer or state/federal regulatory authority against Subscriber arising out of Subscriber's actions of adding a processing fee to the Transaction.

**9. Independent Contractors:** SPS and Subscriber are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

**10. Non- Exclusivity:** During the term of this Agreement, and any extension thereto, SPS agrees Subscriber may directly or indirectly utilize any service offered by another provider that is similar or analogous to the EZPAY Service by SPS hereunder.

**11. Legal Responsibilities:** Each party, in recognition of the consideration each has received, shall indemnify, defend, and hold harmless the other party from and against any and all losses, claims, actions, damages, and costs, including reasonable attorneys' fees, asserted by a third party arising out of the indemnifying party's failure to comply with the terms herein. In the event of legal action concerning a transaction or event arising hereunder, Subscriber agrees to promptly notify SPS of such, cooperate in the making of any claims or defenses, and provide assistance in the resolution of said claim by making available at least one employee or representative who can testify regarding said claims or defenses. 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. Subscriber shall treat all information that comes to its attention in connection with the performance of this Agreement, including but not limited to, information concerning consumer personal data gathered during the course of a Transaction, as strictly confidential and certifies that it shall utilize confidential information only for the purpose of originating a business transaction as defined herein.

**12. Damage Waiver.** SPS will not be liable to Subscriber for any special, consequential, indirect or punitive damages, whether or not (1) any claim for these damages are based in tort or contract or (2) any party knew or should have known the likelihood of these damages. SPS makes no representations or warranties other than those expressly made in this Agreement.

**13. Confidentiality/Restriction on Use of or Disclosure of Trade Secrets:** Neither party will disclose to anyone, directly or indirectly, either during the term of this Agreement or at any time thereafter, any trade secrets, or confidential information of the other party or use such information other than in the course of services provided under this Agreement. All documents that SPS prepares, or any confidential information that might be given to Subscriber in the course of SPS' services under this Agreement, are SPS' exclusive property and shall remain in SPS' possession on SPS' premises. Under no circumstances shall any such information or documents be removed without SPS' prior written consent. SPS may advise potential users of the EZPAY Services that SPS has with Subscriber. Furthermore, Public Law 106-102 limits the disclosure by financial institutions and their affiliates of nonpublic personal information relating to consumers. SPS agrees that all information received by SPS from Subscriber in the course of SPS' performance hereunder relating to individual consumer or consumers of a Subscriber is confidential and shall not be used or disclosed by SPS except to carry out the purpose for which it was disclosed, released, or transmitted to SPS in the ordinary course of business to carry out such purpose. Without limitation, SPS shall not copy such information or disseminate it to any other party other than SPS' employees actually and necessarily engaged in the performance of this Agreement without the express written consent of the Subscriber engaged hereunder. SPS agrees to maintain the confidentiality of all such information to the same extent that Subscriber is required to maintain it under Public Law 106-102 (15U.S.C. Â§ 6801, et seq.) and applicable regulations. This provision shall survive the termination of this Agreement.

**14. Security Interest, Subrogation and Assignment:** Subscriber grants to SPS a first priority interest in and lien upon all authorized payment transactions to secure all obligations owed by Subscriber pursuant to the terms of this Agreement. SPS shall have all the rights of a secured party under applicable law immediately upon authorization of such payment obligations. Subscriber is authorized to negotiate and be paid for payment obligations it receives in the ordinary course of its business unless otherwise instructed in writing by SPS following an event of default. Subscriber's underlying warranty shall be deemed an immediate assignment and subrogation of all right, title, and interest in the transaction to SPS. Subscriber shall do whatever is necessary to secure SPS' right, title, and interest in warranty claims, shall cooperate with SPS in its confirmation of such right, title, and interest, shall do nothing to prejudice such right, title or interest, and shall do nothing to impair SPS' right to collect any item originated for payment and approved for warranty hereunder. In its capacity as assignee, and/or secured party, SPS is authorized to collect in its own name and on its own account. Subscriber irrevocably authorizes and appoints SPS as its attorney-in-fact to: (a) prepare, execute and file UCC-1 financing statements, notices to financial institutions and other papers which SPS deems necessary to acknowledge, confirm, or perfect its rights and/or security interest in such authorized payments: and (b) sign any law enforcement reports, affidavit, or other paper which is necessary to prosecute individuals whose payments are dishonored when properly presented for payment to the receiving depository financial institution.

**15. Other:**

15.1 Subscriber agrees that SPS is entitled to collect dishonored item service and late fees from the consumer and retain any costs, fees or damages permitted by law in addition to the dishonored amount. Subscriber agrees and stipulates that it shall not also attempt to collect a collection service charge on any Transactions contemplated by this Agreement.

15.2 If Subscriber is or 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.

15.3 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. If there is a conflict between any 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 of the law or regulation.

15.4 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 SPS.

15.5 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.

15.6 Subscriber agrees that for any claim, dispute, or cause of action brought by Subscriber against SPS that (a) jurisdiction and venue shall be exclusively in the State of Nevada in Clark County and (b) resolution will be via binding arbitration using a qualified representative of the American Arbitration Association. SPS reserves the right to file a cause of action against Subscriber in any venue/ jurisdiction SPS deems appropriate. This Agreement and the rights 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.

15.7 Subscriber acknowledges that SPS makes no representations or warranties with respect to the number or percentage of consumer applicants that shall be approved by SPS. In the absence of Subscriber's proper advance written notification of cancellation per the terms of the Agreement, Subscriber agrees and acknowledges that SPS monthly minimum fees and other fixed fees will be ongoing, continuing, and accruing, even if such are unpaid by Subscriber's financial institution, and such fee's including return fee's incurred by SPS, if any, will be offset against Subscriber's reserve balance, if any, for as long as and until the effective date of proper advance written notice of cancellation. In the event Subscriber initiates a charge back against any SPS electronic debit for fees due and owing from Subscriber, Subscriber agrees and acknowledges that without further notice or disclosure such SPS fees, including future monthly fees accruing after such charge back thereafter, will be offset in its entirety against Subscriber's reserve balance up to the effective date of cancellation.

15.8 In the absence of Subscriber's proper advance written notification of cancellation per the terms of the Agreement, Subscriber agrees and acknowledges that SPS monthly minimum fees and other fixed fees will be ongoing, continuing, and accruing, even if such are unpaid by Subscriber's financial institution, and such fee's including return fee's incurred by SPS, if any, will be offset against Subscriber's reserve balance, if any, for as long as and until the effective date of proper advance written notice of cancellation. In the event Subscriber charges back any SPS electronic debit for fees due and owing from Subscriber, Subscriber agrees and acknowledges that without further notice or disclosure such SPS fees (including future monthly fees accruing after such charge back, will be offset in its entirety against Subscriber's reserve balance, if any, or settlements owing to Subscriber, if any up to the effective date of cancellation.



# SPS New Merchant Questionnaire (EZPAY)



Owing to more stringent Audit & Regulatory Requirements being enforced by various entities of our Federal and State Government's Banking authorities and SPS Payment Processor Partners, we are required to provide more detailed information relating to the business activities of our prospective merchants. While the heightened level of this enforcement is 'new', the concept itself is not, and falls within the 'Know Your Customer' and 'Anti Money Laundering' obligations of all participants in the banking system, including SPS as a third party sender of electronic transactions.

- 1) Legal Business Name: \_\_\_\_\_
- 2) **Additional Ownership Information-** Details on any individual with a 25% or greater share of ownership

**Owner/Officer Name (1) :** \_\_\_\_\_ % Ownership: \_\_\_\_\_  
 Position: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Home Street Address: \_\_\_\_\_ City: \_\_\_\_\_ St/ZIP: \_\_\_\_\_

**Owner/Officer Name (2) :** \_\_\_\_\_ % Ownership: \_\_\_\_\_  
 Position: \_\_\_\_\_ SSN: \_\_\_\_\_ DOB: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 Home Street Address: \_\_\_\_\_ City: \_\_\_\_\_ St/ZIP: \_\_\_\_\_

*If more than 2 Owners, please attach a listing of Owner names including information requested above and submit respective DLs. If a Corp, please attach current Officer Listing.*

- 3) Length of time current owner(s) has/have owned this business: \_\_\_\_\_
- 4) Is this business owned by a larger entity?  Yes  No  
 If yes, please explain: \_\_\_\_\_  
*Please attach a sheet with the owner info of that entity as outlined in the Owner/Officer section above.*

- 5) Is there any foreign (non-U.S.) ownership in this Company?  Yes  No  
 If yes, please explain \_\_\_\_\_  
 \_\_\_\_\_

- 6) Where is the ultimate destination of your settlement funds?  United States  Other  
 If not the U.S., then please explain: \_\_\_\_\_  
 \_\_\_\_\_

- 7) Please provide a detailed description of the Products or Services that your Company sells: \_\_\_\_\_  
 \_\_\_\_\_

- 8) Does the nature of your business require any regulatory licenses?  Yes  No  
 If yes, please explain (*and please provide copies of licenses*): \_\_\_\_\_  
 \_\_\_\_\_

9) Does your business do any lending or extension of credit directly or through a third party?  Yes  No  
If yes, please explain and list third party lenders: \_\_\_\_\_

10) Whom do you offer or sell your Products or Services to? Check all that apply:

	Yes	No
Consumers	<input type="checkbox"/>	<input type="checkbox"/>
Businesses	<input type="checkbox"/>	<input type="checkbox"/>

11) How are your Products or Services offered or sold? Check all that apply:

	Yes	No
Storefront	<input type="checkbox"/>	<input type="checkbox"/>
Online	<input type="checkbox"/>	<input type="checkbox"/>
Consumer's Home	<input type="checkbox"/>	<input type="checkbox"/>
Outbound Telemarketing Sales	<input type="checkbox"/>	<input type="checkbox"/>
Inbound Customer Initiated Telephone Sales	<input type="checkbox"/>	<input type="checkbox"/>

12) Does the business have a Website?  Yes  No  
If yes, Website Address: \_\_\_\_\_

13) What is your refund policy? \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Exhibit A

### Specific Program Details for the following Rental-Purchase Agreement States:

Alabama	Iowa	Montana	Ohio
Arkansas	Louisiana	Nebraska	Rhode Island
Florida	Massachusetts	North Carolina	Tennessee
Georgia	Michigan	North Dakota	Texas

Subscriber agrees that:

- a. SPS will be listed as the purchaser of merchandise and Subscriber shall provide a detailed invoice for each Transactions to SPS by email within one (1) business of the completed Transaction.
- b. The consumer will be provided a copy of the same invoice at the time of each completed Transaction.
- c. Sales tax will not be charged on the merchandise as SPS is a reseller of the Subscriber's goods. For a listing of SPS Sales Tax Reseller ID numbers, please use the following link: [www.securepaymentsystems.com/salestaxdoc](http://www.securepaymentsystems.com/salestaxdoc)
- d. The maximum charge for delivery and shipping to consumers residing in Iowa and Nebraska is \$10.

### Specific Program Details for E-Commerce Transactions

Subscriber agrees that:

- a. They shall institute an automatic 24-hour hold shipment policy for all e-Commerce transactions to afford SPS the opportunity to perform a manual review of the Transaction. If a Transaction occurs on a Saturday, Sunday or bank holiday the 24- hour hold period will begin on the next business day.
- b. They shall promptly respond to SPS and provide all requested information necessary to complete a manual review.
- c. SPS may at its sole and absolute discretion cancel an order in the 24-hour hold period if SPS does not receive the requested manual review information or it deems the Transaction to be indicative of potential fraud.

Subscriber Manual Review contact information:

Contact Name (1) \_\_\_\_\_ Department \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Contact Name (2) \_\_\_\_\_ Department \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*