

SECURE PAYMENT SYSTEMSSM
Gift Card / Loyalty "SELECT" Services Agreement

ISO Sales # _____

The undersigned ("Subscriber") hereby engages Secure Payment Systems ("SPS") to act as its agent for the sole purpose of providing electronic gift and / or loyalty card issuance and gift and / or loyalty card transaction processing services in accordance with this Agreement ("Agreement").

SERVICE PROVIDED TO: (please show additional locations separately) Company Name: _____
 DBA: _____ Phone Number: () _____ Fax # () _____
 Address: _____ City/State/Zip: _____
 E-Mail Address: _____ Contact Name: _____

FEES BILLED TO: (if different than above) Company Name: _____
 DBA: _____ Phone Number: () _____ Fax # () _____
 Address: _____ City/State/Zip: _____
 E-Mail Address: _____ Contact Name: _____

1. PLEASE CHOOSE ONE: SELECT I SELECT II SELECT III SELECT "PLUS" \$ _____ **Fixed Monthly Fee**
2. PLEASE CHOOSE ONE: GIFT ONLY LOYALTY ONLY GIFT / LOYALTY COMBINATION \$ _____ **Set Up Fee**
- 2.a IF LOYALTY: TRANSACTION FEE WHEN EXCEEDING ANNUAL MAXIMUM # OF LOYALTY INQUIRIES \$ _____ **Transaction Fee**
- 2.b ADDITIONAL SITES # _____ (Attach List) **Each Additional Site:** \$ _____ **Set-Up** and \$ _____ **Fixed Monthly Fee**
- 2.c ORDER INFO: Card Style # _____ Font Style _____ Card Holder Style # _____
- 2.d CHOOSE: (a) **Generic White Holder and Envelope** _____ or (b) **Generic Hanger** _____ (Choose: **Black** __ **Cream** __ **Gray** __)
3. **Business Name to Appear on Select I, II, III Card** (print clearly please) _____

4. **Ship Package to:** Sales Agent ____ or Customer ____ o Shipping charges will be levied once actual fees are determined per order.
5. **If POS Terminal:** (make/model) _____ **Quantity** ____ **Credit Card Network Platform** _____
6. **If POS System:** PC Charge ____ Aloha POS ____ MICROS ____ Maitred' ____ Positouch ____ Other ____ **Version #** _____
- 6a. (Surcharges for POS Systems) For each location a Set Up surcharge of \$ _____ and \$ _____ **Monthly Fee surcharge**
7. **If MULTI-SITE:** Transfer Funds? (1) ____ From Activating Site to Redeeming Site
 (2) ____ From Activating Site to Master Site then from Master Site to Redeeming Site
- o If SPS transfers funds on behalf of Subscriber then the cost of such transfer is established as 20 cents for each credit or debit.
 - o Each Select I, II, III plan includes one line of a company name. Each line of print in excess of the first line will be charged at \$.05 per line per card. SPS reserves the right without notice to retire, change, and / or add card designs, card holder designs, card hanger designs, and point-of-purchase display accessories.
 - o If using CDPD / Motient wireless processing then the following surcharges apply: (a) \$ 50.00 Set Up and (b) \$ 12.00 Flat Monthly Fee and (c) \$.08 per inquiry
 - o At any time during or after the initial 24 month term Subscriber may, as often as desired, order additional cards and holders equal to the number of cards purchased in Subscriber's initial order at the following re-order fees: **Select I** = \$ _____ / **Select II** = \$ _____ / **Select III** = \$ _____ / **Select "Plus"** = \$ _____
 - o Loyalty maximum annual transaction volumes are defined as: **Select I** = 1,000 / **Select II** = 2,000 / **Select III** = 4,000 / **Select "Plus"** = 4,000
 - o Loyalty Reward Text Changes: Unless otherwise specified a fee of \$5 applies to each instance that Subscriber requests SPS to modify terminal Loyalty/Reward text.

ACH ACCT INFORMATION (please include copy of business check – if more than one location please use multi location set up form)

Subscriber ABA Transit Number: _____ **Account Number:** _____

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(s) and pay SPS by electronic funds transfer the total amount due in Subscriber's monthly invoice. Subscriber agrees that only if the invoice total exceeds the monthly minimum shall SPS need to mail a physical invoice to Subscriber (unless Subscriber requests otherwise). All invoices shall be mailed prior to the actual date of funds transfer. Subscriber agrees that this electronic debit authorization shall remain in effect until revoked in writing by the mutual consent of the parties.

AGREEMENT: This Agreement includes all of the terms and conditions on the reverse side 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.

Accepted By: _____
 Subscriber Signature Date Salesperson Printed Name ISO Group Name

 Printed Name Title SPS Management Acceptance Date

TERMS AND CONDITIONS

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 2 years and thereafter shall automatically renew on a month-to-month basis without a new card order upon the same monthly fee, terms and conditions unless terminated as provided for herein. At any time subsequent to the initial 24 month term Subscriber may purchase an additional 24 month term package at the then prevailing set-up and monthly fees. Either party may terminate this Agreement without penalty as of the end of the initial term or any subsequent term by giving written notice at least 90 days prior to the end of that period. Should Subscriber terminate this Agreement with an effective date prior to the end of either the initial term or any renewal term then Subscriber agrees to a termination penalty equal to the monthly fee due multiplied by the number of months remaining multiplied by a factor of 1.5. These terms and conditions, plus any addenda, including transaction fees and card fees, may be amended by SPS by providing Subscriber written notice. 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 not be modified or amended except by written mutual agreement of the parties.

2. Fees & Payment

Subscriber agrees Inquiry Charges, if any, shall only include fees due for transferring monies between Subscriber's checking accounts in the event Subscriber requests SPS to do so. Subscriber agrees that all fees are due and payable upon receipt of invoice and that SPS is authorized to collect the fees set forth on the face of this Agreement as they may be amended from time to time, plus all applicable taxes, by electronic funds transfer or paper draft at the sole discretion of SPS. A late fee of 1 1/2% per month or the highest amount permitted by law, whichever is lower, shall be added to the outstanding unpaid balance shown on the following month's 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's rights of suspension and termination. 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 \$25 processing fee for any check or electronic debit due SPS by Subscriber that is not paid by Subscriber's financial institution.

3. Equipment

Title to SPS rental equipment is retained by SPS. Upon termination, Subscriber shall at its expense return all SPS equipment to SPS in good repair, except for ordinary wear and tear resulting from proper use. It is Subscriber's responsibility to return defective equipment to SPS within 5 business days or Subscriber will be deemed to have purchased the replacement and be billed for such. A one-time fee of \$25.00 per instance per device will be charged for reloading terminal software when Subscriber changes their credit/debit or alternative application program provider. A repair fee of \$75.00 will be charged for Subscriber abuse of equipment beyond normal wear and tear. Subscriber shall only allow authorized SPS representatives to adjust, program, or repair equipment provided by SPS. Subscriber shall bear the entire risk of loss, theft, or damage of or to SPS equipment.

4. 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. Notwithstanding anything to the contrary herein, 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 12 month period. Subscriber shall treat all information that comes to its attention in connection with the performance of this Agreement as strictly confidential and certifies that it shall utilize such information only for the purposes as defined herein.

5. Duties of SPS

SPS agrees to provide agreed-upon gift card stock to Subscriber's centralized corporate location or to each retail site, if so agreed, and to provide, where applicable, a point of sale and internet-based authorization system for activating gift cards and authorizing subsequent gift card transactions. SPS shall electronically reduce the cardholder's account balance upon each use,

shall permit electronic balance transfers from one gift card to another, electronically decline a gift card transaction if the then current gift card balance is less than the transaction amount, print a receipt displaying the gift card purchase amount and resultant gift card balance, allow gift card reactivation in the event Subscriber retains a gift card subsequent to a cardholder's final use and provide a generic set of management reports.

6. Duties of Subscriber

Subscriber agrees that a consumer may tender any such amount up to the Subscriber's maximum gift card limit by any form of payment acceptable to Subscriber. Such gift card may be repeatedly used by either the purchaser or any such beneficiary of the gift card for a purchase of any amount less than or equal to the then current gift card balance. Subscriber agrees to electronically activate each gift card upon its purchase and to authorize each subsequent transaction when the gift card is presented as a form of payment. Unless covered by separate agreement, Subscriber agrees that neither SPS nor its suppliers are responsible for the non-clearing payment of a consumer gift card purchase nor for any subsequent unauthorized purchases or transactions, even if enabled by operator voice authorization, and that Subscriber is solely liable for these events. Subscriber, and not SPS, shall be responsible for activating a new card to replace a damaged card. As it relates to state and/or federal law regarding expiration dates and or dormant account service fees, Subscriber shall be solely liable for ensuring that SPS is made aware of the appropriate legal requirements and in compliance within the states Subscriber conducts its business. Subscriber agrees that SPS bears no responsibility or obligation to replace or reissue a card reported lost or stolen. Subscriber agrees that SPS may prominently display its logo on the reverse side of the gift card.

7. Duties Subsequent to Termination

(i) Subscriber agrees and acknowledges that subsequent to termination Subscriber (and not SPS nor its suppliers, if any) is solely liable to the Cardholders for any and all unused Cardholder account balances.

(ii) Subscriber agrees and acknowledges that subsequent to termination the SPS gift card processing system will be turned off with respect to use of Subscriber's gift card authorization equipment.

(iii) Subscriber agrees and acknowledges that subsequent to termination Subscriber must either (a) immediately refund the unused Cardholder account balance to the Cardholder upon the Cardholder's request or (b) transfer the unused Cardholder account balance to another gift card program providing the Cardholder with reasonable access to such unused account balance or (c) reach mutual agreement with SPS to provide continuation of services.

(iv) SPS agrees and acknowledges that for a fee equal to the greater of \$1.00 per gift card account or \$250, subsequent to termination SPS must provide Subscriber with a report, effective as of the termination date, listing each Cardholder balance and respective account and reference numbers.

8. Miscellaneous

(i) Subscriber may only assign this Agreement with 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.

(ii) 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.

(iii) 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.

(iv) 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 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 of the law or regulation. In order to monitor service levels, Subscriber agrees that conversations may be monitored and / or recorded without further notice

(v) This Agreement constitutes the entire understanding of the parties and shall be governed and interpreted under the laws of the State of Nevada. All prior agreements and understandings are canceled in their entirety. All representations and warranties made herein shall survive termination of this Agreement and shall remain enforceable after termination. All claims made hereunder shall be resolved by arbitration in Clark County, Las Vegas, Nevada pursuant to the rules of the American Arbitration Association.

(vi) Notices shall be delivered to the appropriate party at its address set forth herein 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.