



**by IGNITETRX, INC.
Contract Signature Process**

This Checklist has been provided to assist you in implementing your IGNITETRX Services. Please complete the following steps, in the order identified, to enable IGNITETRX to implement and provision your Service request quickly and accurately:

- MERCHANT Signature required on two attached original contracts.
- Please submit all of the following supporting documents along with your application:
 - VOIDED CHECK FROM THE BANK ACCOUNT TO BE USED FOR SETTLEMENT OF FUNDS
 - IF YOU CURRENTLY HAVE A CREDIT CARD MERCHANT ACCOUNT, PROVIDE MOST RECENT TWO (2) MONTHS PROCESSING STATEMENTS
 - IF YOU CURRENTLY PROCESS ACH TRANSACTIONS THROUGH ANOTHER SOURCE, PROVIDE MOST RECENT TWO (2) MONTHS PROCESSING STATEMENTS
 - ARTICLES OF INCORPORATION
 - COPY OF TWO (2) MONTHS BANK STATEMENTS FROM THE SAME ACCOUNT AS THE VOIDED CHECK
- Together with the attached "*Facsimile Cover Sheet*", please fax ALL of the IGNITETRX contract pages from one signed original contact to IGNITETRX Contract Management at:

847-656-2347

- Send both signed original contracts and any additional required documentation to:

IGNITETRX, INC./Surepay
CONTRACT MANAGEMENT
1801 St. Johns Ave, Suite 200
Highland Park, IL 60035

- One copy will be returned to you.

FACSIMILE TRANSMITTAL SHEET

TO: **IGNITETRX Contract Management**

FROM:

COMPANY: **IGNITETRX, INC.**

COMPANY:

FAX NUMBER: **847-656-2347**

FAX NUMBER:

PHONE NUMBER: **847-266-0797**

PHONE NUMBER:

RE: **IGNITETRX Contract For Services**

DATE:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Please review and approve the attached Contract for IGNITETRX Service(s) from:

SUREPAY MERCHANT APPLICATION

PRINT OR TYPE CLEARLY

CHECK ONE OF THE FOLLOWING:				TYPE OF REQUEST (CHECK ALL THAT APPLY):			
<input type="checkbox"/> New Account		<input type="checkbox"/> Existing Account		<input type="checkbox"/> Additional Location		<input type="checkbox"/> Other _____	
Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. (LLC) <input type="checkbox"/> Non-Profit <input type="checkbox"/> Sub Chapter "S" <input type="checkbox"/> Publicly Held <input type="checkbox"/> Other _____				Federal Tax ID #			
Complete Business Name/Corporate Name				Customer Support # (See Merchant's Bank Statement)			
DBA Name (If Different)							
Business Phone W/Ext			Business FAX			Website Address	
Physical Address			Mailing Address		City	State	Zip
Year Established		Length of Ownership (Years & Months)		No of Locations		No of Employees	
Primary Contact			Contact Phone			Email	
Location of Business: <input type="checkbox"/> Retail Storefront <input type="checkbox"/> Office Suite <input type="checkbox"/> Private Residence <input type="checkbox"/> Other (Specify): _____							
Name of Property Manager/Lease			Agent for Business Location:			Phone:	
OWNERSHIP: (PRINCIPAL/PARTNER/OWNER/MANAGER NAME – MUST HAVE AT LEAST 51% OWNERSHIP)							
Name			Title			% Equity of Ownership	
Residence Address:			City		State	Zip	
How Long?		Rent or Own?		Home Phone		Email	
Date of Birth		Drivers License State		Drivers License No		Social Security No	
Bankruptcy or Lawsuits: <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please send court explanation and discharge letter							
OWNERSHIP: (PRINCIPAL/PARTNER/OWNER/MANAGER NAME – MUST HAVE AT LEAST 51% OWNERSHIP)							
Name			Title			% Equity of Ownership	
Residence Address:			City		State	Zip	
How Long?		Rent or Own?		Home Phone		Email	
Date of Birth		Drivers License State		Drivers License No		Social Security No	
Bankruptcy or Lawsuits: <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please send court explanation and discharge letter							
PROJECTED VOLUME		0-6 MONTHS			6 MONTHS +		
Projected Amount of Patients Added Each Month							
Average Amount of Each Payment							

ITRX FEE SCHEDULE

MONTHLY SERVICE FEES	QUANTITY	PRICE	EXTENDED
Monthly Subscription Fee Per Location		\$50.00	
Merchant Processing Account Facilitation Fee <small>* Only applies if you want us to utilize your current credit card merchant account</small>		\$ 9.95	

ONE-TIME PRODUCT FEES	QUANTITY	PRICE	EXTENDED
One-Time Set-Up Fee		\$99.95	
Check One:	<input type="checkbox"/> Surepay Only	<input type="checkbox"/> Surepay plus Virtual Terminal	

Virtual Terminal PER ITEM FEES	PER ITEM	RETURNED ITEM	*GATEWAY FEE	DISCOUNT FEE
<input type="checkbox"/> ACH PROCESSING				
<input type="checkbox"/> CREDIT CARD GATEWAY TRANSACTION				

ONE-TIME SET-UP FEES <small>FOR ALL INITIAL SOFTWARE, HARDWARE & SET-UP FEES</small>	SETTLEMENT ACCOUNT <small>FOR FUNDING OF ALL DAILY TRANSACTIONS</small>	OPTIONAL MONTHLY FEES ACCOUNT <small>FOR MONTHLY SERVICE FEES</small>
TRANSIT ROUTING #	TRANSIT ROUTING #	TRANSIT ROUTING #
ACCOUNT #	ACCOUNT #	ACCOUNT #
NAME ON ACCOUNT	NAME ON ACCOUNT	NAME ON ACCOUNT
BANK CONTACT PERSON	BANK CONTACT PERSON	BANK CONTACT PERSON

MERCHANT AUTHORIZATION

As a duly authorized representative for the merchant named herein, I authorize ITRX to debit the account(s) listed above for the one-time fees requested in addition to the monthly and per-item fees listed on this fee schedule. I understand and agree that the one-time fees will be debited immediately after my Merchant application is approved and that transaction and monthly fees will be debited on or about the 1st of each month, following the month the services are rendered. If paying by check, please be advised you agree that all checks will be converted to an ACH payment and electronically deposited to our account. If your payment is returned unpaid, you understand and authorize the item plus a \$25.00 processing fee will be electronically debited from your account.

CHARGEBACKS – For transactions returned R05, R07, R08, R10, or R29, a \$25.00 Chargeback Fee will be assessed on a per occurrence basis.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

As a duly authorized representative for MERCHANT named herein, I agree and acknowledge that I have read, and will comply with, all of the attached Terms and Conditions.

SIGNATURE

DATE

TOTAL ONE-TIME FEES

PATIENT CONVENIENCE FEE FLOW DESCRIPTION & AUTHORIZATION FORM

In the Surepay program, the patient will be charged a \$2.50 convenience fee on each payment. For example, if a payment arrangement has been made between the Healthcare Provider and the patient to pay a \$300 balance over 5 months the actual payment amount would be \$62.50 each month. If the payment is made via ACH, we will collect the \$62.50 and fund your account \$60.00. If the payments are set up for processing via a credit or debit card, the \$62.50 will be deposited in your bank account and we will debit your bank account \$2.50.

Please initial to acknowledge you understand the flow of money to cover the convenience fee and authorize these actions.

INITIAL: _____

ISO SIGNATURE

PRINT NAME

ISO #

REP #

The following terms and conditions shall apply to the provision and use of the products and Services (individually a "Service" and collectively the "Services") provided pursuant to this Agreement ("Agreement").

1.0 DEFINITIONS

- 1.1 IGNITETRX – any entity controlled by or under common control of IGNITETRX, and any entity which IGNITETRX has contracted with to offer any Service or part of any Service.
- 1.2 ACH Network – Automated Clearing House Network, a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.
- 1.3 ACH Transactions – all entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.
- 1.4 ACH Chargeback – any ACH item which is returned designated with the following return codes: R05, R07, R08, R10, R29.
- 1.5 Credit Entry – an ACH Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's Settlement Account (defined below).
- 1.6 Debit Entry – an ACH Transaction that is intended to withdraw funds from a Receiver's (defined below) account for deposit into Merchant's Settlement Account (defined below).
- 1.7 NACHA – National Automated Clearing House Association, responsible for establishing, revising and enforcing the Operating Rules (defined below) for the ACH Network.
- 1.8 Operating Rules (the "Rules") – the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.
- 1.9 ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant through ITRX and then forwards these Transactions (defined below) to the ACH Network.
- 1.10 RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).
- 1.11 Processing Services and ACH Services – those Services which are necessary to process an entry or file in accordance with the Rules of any System and Regulatory Authority. Such Services shall include, but are not limited to: processing, clearing and settlement, system access, MERCHANT dispute resolution, system compliance, regulatory compliance, security, fraud control, and activity reporting.
- 1.12 Receivers – An organization or individual consumer that has authorized Merchant to initiate an ACH Transaction to an account they maintain with a financial institution (RDFI).
- 1.13 Affiliate – a business entity effectively controlling or controlled by another or associated with others under common ownership or control.
- 1.14 Regulations – All federal, state and local regulations that govern Transactions (defined below), including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210.
- 1.15 Regulation E – (i) the regulations, all amendments thereto, and official interpretations thereof (12 C.F.R. Part 205) issued by the Board of Governors or the Federal Reserve System implementing Title IX (Electronic Funds Transfer Act) of the Consumer Credit Protection Act, as amended, (15 U.S.C. 1693 et seq.), and (ii) the Electronic Funds Transfer Act, and any amendments thereto.
- 1.16 Regulation CC – the regulations, all amendments thereto, and official interpretations thereof issued by the Board of Governors or the Federal Reserve System implementing Operating Circular 3 and Operating Circular 5, and any amendments thereto.
- 1.17 Governmental Requirements and Rules – collectively, all statutes, codes, ordinances, laws, regulations, Rules, orders, Regulation E, and decrees of all governmental authorities (including, without limitation, all federal, state, and local governments, governmental agencies, NACHA, SWACHA, and quasi-governmental agencies).
- 1.18 Transactions – any transfer of data or information from Merchant to ITRX in a format pre-approved by ITRX, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.
- 1.19 Return Entries – any Transaction returned or rejected by ITRX, ODFI or RDFI.
- 1.20 Settlement Account – an account established and maintained by Merchant with a financial institution through which the deposit of funds for Debit Entries and the extractions of funds for Credit Entries are made.
- 1.21 Settlement Entry – a Debit or Credit Entry to Merchant's Settlement Account which corresponds to the net amount owed Merchant by ITRX at the end of each Business Banking Day (defined below).
- 1.22 Business Banking Day – Monday through Friday, normal operating hours, excluding federal holidays.
- 1.23 Entry – a valid Credit or Debit Entry Transaction which contains a valid Standard Entry Class, as defined by NACHA.
- 1.24 Content – Information made available, displayed or transmitted in connection with a Service (including, without limitation, Information made available by means of an HTML, PDF, SOAP, XML, TEXT, a third party, or

similar means) including all data, Information, trademarks, Service marks, and domain names contained therein, including any and all Content provided therein, as well as, all updates, upgrades, modifications, and other versions of any of the foregoing.

- 1.25 Information – all documentation, technical Information, financial Information, public Information, private Information, consumer Information, business Information, Software, or other materials that are disclosed by either party to the other in the course of performing this Agreement
- 1.26 USER – anyone who uses or accesses any Service purchased by MERCHANT under this Agreement.

2.0 SERVICE COVERED

- 2.1 IGNITETRX shall provide ACH Services to effect debit and/or credit entries between MERCHANT and an authorizing party via the Automated Clearing House Federal Treasury Management System and/or IgniteTRX shall provide CHECK 21 Services to effect debit and/or credit entries between MERCHANT and an authorizing party via the Federal Treasury Management System and private exchange agreements.
- 2.2 IGNITETRX shall provide ACH and CHECK 21 return handling to effect credit and/or debit returns between MERCHANT and an authorizing party via the Automated Clearing House Federal Treasury Management System and the Federal Treasury Management System.
- 2.3 MERCHANT hereby acknowledges that ACH and CHECK 21 Services are not secured or guaranteed funds transfer Services, and that any entry may be returned or reversed by the receiving party.

3.0 CHARGES AND FEES

- 3.1 MERCHANT agrees and warrants it will pay IGNITETRX at the rates set forth in this contract for any and all equipment purchased, installed, or Services actually performed on behalf of MERCHANT. Payment for such equipment or Services shall be automatically deducted from any sum due MERCHANT in the process of providing the Services, unless another provision is stated elsewhere in this contract, or any exhibits attached hereto.
- 3.2 MERCHANT shall not delay IGNITETRX from beginning or completing work as specified in this contract.
- 3.3 MERCHANT shall pay IGNITETRX for its and Users' use of the Services at the rates and fees specified in this Agreement, without deduction, setoff or delay for any reason, including circumstances arising under any addendum or amendment ("Attachment") to this Agreement, or any other Agreement. Charges set forth in this Agreement are exclusive of any applicable taxes. MERCHANT may be required at any time to pay a deposit if IGNITETRX determines that MERCHANT is not creditworthy, or as specified in Section 17.1, or risks and liability increase as determined by IGNITETRX, and IGNITETRX may automatically deduct any such amount from the MERCHANTS bank account, or from any sum due IGNITETRX in the process of providing the Services, however, IGNITETRX must inform MERCHANT in writing upon doing so.
- 3.4 MERCHANT shall pay all shipping charges, taxes (excluding those on IGNITETRX'S net income) and other similar charges (and any related interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by MERCHANT to IGNITETRX prior to the delivery of the Services, and all reasonable costs associated with providing the Services.
- 3.5 Payment is due within 30 days of receiving an invoice and shall refer to the invoice number on payment. Restrictive endorsements or other statements on checks accepted by IGNITETRX will not apply. MERCHANT shall reimburse IGNITETRX for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments. At IGNITETRX'S option, MERCHANT will pay a \$100.00 late fee plus \$25.00 for each day in which the payment is past due; or interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law. Should MERCHANT become past due for greater than 15 days, IGNITETRX reserves the right to demand payment in full, payable immediately, and reserves the right to terminate the Services.
- 3.6 MERCHANT shall pay IGNITETRX a fee not less than \$25.00 or the maximum amount allowable by law for any payment returned, unpaid, for any reason.
- 3.7 Charges and Fees for ACH and Check 21 services – MERCHANT hereby agrees to pay fees as set forth on Fee Schedule; MERCHANT hereby agrees to be automatically debited, via ACH or Check 21, from the MERCHANT'S bank account on file with IGNITETRX, for all ACH and Check 21 Service Fees.
- 3.8 MERCHANT hereby agrees that all transactional fees will be debited at the time of the transaction, in consolidated amounts as determined by IGNITETRX.
- 3.9 MERCHANT hereby agrees that all monthly fees will be debited on the first of the month, for that month's Service.

Initials_____

- 3.10 MERCHANT hereby agrees that all other fees will be debited at the time the Service is provided, unless elsewhere specified in this Agreement.
- 3.11 MERCHANT shall not prevent, return, or dishonor any ACH or Check 21 entry initiated by IGNITETRX for fees charged in the rendering of Services. MERCHANT further understands and hereby agrees that if any entry is returned, unpaid, that MERCHANT will be charged a fee of not less than the maximum amount allowable by law; ACH and Check 21 Services will be immediately suspended; and MERCHANT will be charged a reinstatement fee of not less than \$250.00 USD.
- 3.12 IGNITETRX, at its sole discretion, may elect to immediately sequester any amount of MERCHANT funds, to be held in a reserve account, if IGNITETRX reasonably determines that the MERCHANT is not creditworthy, or should IGNITETRX determine the exposure risk to IGNITETRX is not being adequately mitigated.
- 3.13 IGNITETRX may elect to require an amount to be held in a reserve account to offset any and all risk assumed through the performance of the Service. Said reserve amount will be determined by IGNITETRX, reviewed from time to time, and shall be held by IGNITETRX for the greater period of (i) 180 days, or (ii) the maximum duration of risk, as determined by the Rules as solely interpreted by IGNITETRX.

4.0 SETTLEMENT

- 4.1 Except as defined elsewhere in this Agreement, IGNITETRX shall hold all originated ACH and Check 21 Entries for a minimum period of 3 business days, as determined by IGNITETRX, based on level of creditworthiness, risk and other factors.
- 4.2 At the end of the hold period, IGNITETRX shall gross settle funds, via consolidated Entries, to the MERCHANT. Any Return Entries will be debited simultaneously, to affect the net amount payable to MERCHANT.

5.0 RESPONSIBILITIES OF THE PARTIES

- 5.1 IGNITETRX shall provide Services to the MERCHANT in accordance with the terms and conditions, and at the charges specified in this Agreement, consistent with all applicable laws and regulations.
- 5.2 IGNITETRX shall originate any ACH Entry received prior to 1930 hours and any Check 21 Entry received prior to 1930 hours Central Time, on the day the Entry is received.
- 5.3 IGNITETRX shall post all ACH returns received prior to 1930 hours and all Check 21 returns received prior to 1500 hours Central Time, on the day the return is received.
- 5.4 IGNITETRX shall re-initiate any Entry previously returned as allowed and determined by the Rules, and shall settle the Entry to MERCHANT as per Section 4.0.
- 5.5 MERCHANT agrees to provide IGNITETRX any and all information requested, relating to the Services, immediately upon request.
- 5.6 MERCHANT shall assure that its and Users' use of the Services and the Content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. IGNITETRX reserves the right to terminate this Agreement, suspend affected Services, and/or remove MERCHANT or Users' access from the Services if IGNITETRX determines that such use or Content does not conform with the requirements set forth in this Agreement or receives notice from anyone that the MERCHANT'S or Users' use or access may violate any laws or regulations. IGNITETRX'S actions or inaction under this Section shall not constitute review or approval of MERCHANT'S or Users' use or Content. IGNITETRX will use reasonable efforts to provide notice to MERCHANT of any violation or threatened violation of this Section 5.6 when reasonably practicable under the circumstances.
- 5.7 MERCHANT shall be responsible for every ACH and Check 21 Entry initiated and shall monitor all activity.
- 5.8 MERCHANT shall immediately notify IGNITETRX of any transaction MERCHANT believes to have been fraudulently or erroneously transmitted to IGNITETRX.
- 5.9 MERCHANT shall notify IGNITETRX immediately upon learning any account, data, equipment, or Information has been or has the potential to be compromised.
- 5.10 MERCHANT shall provide IGNITETRX access to all data pertaining to Entry immediately upon receiving a written request.

6.0 AUTHORIZATION

- 6.1 MERCHANT hereby authorizes IGNITETRX to initiate ACH and Check 21 Entries to the bank account(s) contained herein, and agrees to maintain an open and available account, with available funds, and provide ITRX FINANCIAL access to said account(s) during the term of this Agreement.
- 6.2 MERCHANT agrees to provide not less than three (3) days notice of any account changes, and further agrees to pay any required fees for adding or changing accounts.
- 6.3 MERCHANT further agrees that if this Agreement is terminated, this Section 6 shall remain in force, unchanged, until such time as no liability or risk continues to exist for IGNITETRX, a timeframe which shall not be less than 90 days, and shall be exclusively determined by IGNITETRX. After termination, IGNITETRX agrees to only initiate ACH and/or Check

21 Entries only for items related to the period covered by this Agreement.

7.0 COMPLIANCE

- 7.1 MERCHANT shall comply with all Governmental Requirements, which includes all Rules, State and Federal laws, and Regulations CC and E, when initiating an Entry into the IGNITETRX ACH and Check 21 System. MERCHANT shall be solely liable for any and all fees, fines, and other financial liability if MERCHANT fails to comply with all Governmental Requirements.
- 7.2 MERCHANT shall process all Notification of Change (NOC) Entries and Return Entries requiring attention, within 3 days of receipt and agrees not to continue to send Entries that are known to have incorrect Information. MERCHANT hereby understands that any Entry received with incorrect Information after three (3) days will be charged a fee of not less than \$25.00.
- 7.3 IGNITETRX will assist MERCHANT in maintaining compliance, should the MERCHANT request assistance; however, it is the MERCHANT'S sole responsibility to ensure compliance. Any request for assistance should be made in writing and addressed to the IGNITETRX Department of Corporate Counsel.
- 7.4 IGNITETRX shall maintain the exclusive right to suspend or terminate this Agreement if IGNITETRX determines or suspects that MERCHANT is not fully complying with all Governmental Requirements. MERCHANTS is solely responsible for maintaining MERCHANT compliance, and is hereby liable for all fees and expenses related to MERCHANT Compliance, including audits and inspections by IGNITETRX, if IGNITETRX determines or has reason to believe MERCHANT is not fully compliant.
- 7.5 The parties hereto agree to comply with all applicable laws and regulations, including without limitation, such laws and regulations of Federal, State and Local governmental authorities, the Office of Foreign Assets Control (OFAC) the National Automated Clearing House Association, and the Federal Reserve Regulation E (12 C.F.R. Part 205). IGNITETRX and Affiliates may from time to time establish operational guidelines with respect to use of the Service by MERCHANT, and such rules, regulations and guidelines shall be binding upon MERCHANT immediately after delivery thereof to MERCHANT. IGNITETRX and Affiliates reserve the right to place a hold on funds if evidence exists that transactions have been submitted that are not in compliance with such rules, laws, and regulations and such hold shall remain in force until compliance is assured.

8.0 SECURITY

- 8.1 MERCHANT shall comply with the security procedure requirements described in Section 9 with respect to access to the IGNITETRX Platform. MERCHANT acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect errors in the transmission or contents thereof. No security procedure for the detection of errors has been agreed upon between IGNITETRX and the MERCHANT.
- 8.2 MERCHANT is strictly responsible to establish and maintain procedures to safeguard against unauthorized transactions. MERCHANT warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by ITRX FINANCIAL in connection the ACH and Check 21 Service and the procedures specified in Section 9.
- 8.3 If MERCHANT believes or suspects that any data has been compromised, or has the potential of being compromised, or that the procedures, passwords, codes, or security devices have been discovered, accessed, or otherwise compromised by unauthorized persons, MERCHANT agrees to immediately notify IGNITETRX by phone, and within one (1) hour provide written confirmation, detailing all Information related to the compromise. The occurrence of such compromise will not affect any Entries made by MERCHANT in good faith prior to such notification and within a reasonable time period to prevent unauthorized transfers from being further transmitted.
- 8.4 MERCHANT shall pay IGNITETRX for any entry received by ITRX FINANCIAL that was transmitted by MERCHANT, whether or not that entry was erroneous in any respect, or that error would have been detected provided IGNITETRX complied with security procedures referred to in Section 9.
- 8.5 MERCHANT shall pay IGNITETRX for any entry received by ITRX FINANCIAL that was purported to be transmitted by MERCHANT, even though entry was erroneous or not authorized by MERCHANT, provided ITRX FINANCIAL accepted the entry in good faith and in compliance with the security procedure referred to in Section 9.

9.0 SECURITY PROCEDURES

- 9.1 IGNITETRX requires all transmissions comply with industry standard security standards, which at minimum will be 128 bit, triple DES encryption.

Initials_____

9.2 MERCHANT shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of the ACH and Check 21 Services to MERCHANT, its employees, agents and customers. IGNITETRX will assign to MERCHANT one or more identification numbers and passwords for MERCHANT'S use in obtaining the Services. Neither IGNITETRX nor its Affiliates shall assume any responsibility to discover any possible breach of MERCHANT'S security. MERCHANT shall immediately notify ITRX FINANCIAL if it discovers any breach of security of the ACH and Check 21 Services and/or MERCHANT access.

10.0 EVIDENCE OF AUTHORIZATION

- 10.1 MERCHANT shall obtain all consents and authorizations as defined the Rules.
- 10.2 MERCHANT shall retain original said authorizations for a minimum of 3 years after they expire, and shall provide IGNITETRX additional copies or the original immediately upon request. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

11.0 USE OF INFORMATION

- 11.1 All Information provided or disclosed in the course of providing Services under this Agreement shall be considered confidential and proprietary Information ("PROPRIETARY INFORMATION") of IGNITETRX. This Agreement is property of IGNITETRX
- 11.2 IGNITETRX'S PROPRIETARY INFORMATION shall, for a period of five (5) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used only for purposes of performing this Agreement (including in the case of IGNITETRX, the ability to monitor and record MERCHANT transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services) and using the Services; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as restrictive as this Article 11), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).
- 11.3 The restrictions in Section 11.3 shall not apply to any Information that: (i) Is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

12.0 PUBLICITY AND MARKS

- 12.1 No public statements or announcements relating to this Agreement shall be issued by either party without the prior written consent of the other party.
- 12.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, Service marks or other indicia of origin (collectively "Marks") without the other party's prior written consent, provided that such consent may be revoked at any time.

13.0 SOFTWARE

- 13.1 IGNITETRX grants MERCHANT a personal, non-transferable, and non-exclusive license (without the right to sublicense) to use, in compiled form, all software and associated written and electronic documentation and data furnished pursuant to this Agreement (collectively, the "Software"), solely in connection with the Services and solely in accordance with applicable written and electronic documentation. MERCHANT will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the Software. The Software shall at all times remain the sole and exclusive property of IGNITETRX or its suppliers. "Third-Party Software" means Software that bears a copyright notice of a third party. "IGNITETRX Software" means all Software other than Third-Party Software.
- 13.2 MERCHANT shall not copy or download the Software, except to the extent expressly provided otherwise in the applicable documentation for the Service or in a written authorization signed by IGNITETRX. Any copy must contain the same copyright notices and proprietary markings as the original Software.
- 13.3 MERCHANT shall assure that its Users comply with the terms and conditions of Article. 13.0. The license granted hereunder shall remain in full force and effect for the entire term of this Agreement, unless as expressly stated.
- 13.4 MERCHANT agrees to comply with any additional restrictions that are provided with any Third-Party Software.
- 13.5 IGNITETRX warrants that all IGNITETRX Software will perform substantially in accordance with its applicable published specifications during a warranty period of ninety (90) days beginning on the date of delivery of the IGNITETRX Software to MERCHANT. If MERCHANT returns to IGNITETRX, within the ninety (90) day warranty period, any IGNITETRX Software that does not comply with this warranty, then IGNITETRX, at its option, will either repair or replace the portion of the IGNITETRX Software that does not comply or refund the amount paid by MERCHANT for such failed or defective IGNITETRX Software. This warranty will apply only if the

IGNITETRX Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by MERCHANT or Users.

14.0 DISPUTE RESOLUTION

- 14.1 Except as described in Section 14.2, all disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement and the Services provided under this Agreement (collectively, "Disputes"), not resolved amicably between the parties shall be settled by final and binding arbitration conducted in Texas, or other mutually agreed location by one neutral arbitrator, in accordance with this Agreement and the then current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). IGNITETRX shall provide a list of not less than 3 qualified and impartial attorneys to MERCHANT from which the arbitrator shall be selected. The arbitrability of Disputes shall be determined by the arbitrator. Each party shall bear its own expenses and the parties shall equally share the expenses of the arbitrator, except that the arbitrator shall be entitled to award a different allocation of costs and fees where the arbitrator determines that a filed claim is frivolous. Any award of the arbitrator shall be in writing and shall state the reasons for the award. Judgment upon an award may be entered in any Court having competent jurisdiction. The arbitrator shall not have the power to award any damages in excess of the liability limitations set forth in this Agreement, including any Attachment. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing. The Federal Arbitration Act, 9 U.S.C. Sections 1 to 14, shall govern the interpretation and enforcement of this Section 14.1. The parties agree that the provisions of this contract shall be governed by the laws of the State of Texas, and that in the event of litigation or any arbitration, the matter will be heard exclusively in any Texas State Court within the County of Bexar, or in the Federal District Court for the Western District of Texas, San Antonio Division in the City of San Antonio.
- 14.2 The parties agree that the provisions of this contract shall be governed by the laws of the State of Texas, and that in the event of litigation or any arbitration, the matter will be heard exclusively by the courts of the State of Texas or the arbitration will be conducted in the State of Texas, except as noted in Section 14.1. IGNITETRX retains the right to seek litigation instead of or in addition to arbitration if IGNITETRX feels it is in the best interest of the IGNITETRX, and IGNITETRX hereby is granted the sole choice of venue.
- 14.3 The parties, their representatives and participants, and the arbitrator shall hold the existence, Content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award.
- 14.4 Disputes relating to: (i) the lawfulness of rates, terms, conditions or practices concerning Services that are subject to the Communications Act of 1934, as amended, or the rules and regulations of the FCC, a state public utility commission or other administrative agency; or (ii) non-compliance with Articles 11, 12 or 13 of this Agreement, a violation of which would cause irreparable harm for which damages would be inadequate; or (iii) billing or payment of charges under this Agreement where the amount in controversy is less than \$50,000; or (iv) Software, technology or other intellectual property; shall be exempt from the binding arbitration requirement described in Section 14.1. As to Disputes described in this Section 14.4, the claimant reserves the right to seek relief from an administrative agency or a Court of competent jurisdiction, as appropriate.

15.0 FORCE MAJEURE

Neither IGNITETRX nor MERCHANT shall be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing, except that MERCHANT'S obligation to pay for charges incurred for Services received by MERCHANT shall not be excused.

16.0 LIMITATIONS OF LIABILITY

- 16.1 For purposes of Articles 15, 16 and 18 and all other exclusive remedies and limitations of liability set forth in this Agreement or any Attachment, "ITRX FINANCIAL" shall be defined as IGNITETRX, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection Service providers and suppliers; and "MERCHANT" shall be defined as MERCHANT, its Affiliates, and its contractors, and their employees, directors, officers, agents, and representatives; and "Damages" will refer collectively to all injury, damage, liability, loss, penalty, interest and expense incurred.

Initials _____

16.2 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR A BREACH OF THE PROVISIONS OF ARTICLES 4 OR 5, THE OTHER, PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN SECTION 13.0;

(iii) FOR INDEMNITY, THE REMEDIES SET FORTH IN ARTICLE 18;

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT OR ANY ATTACHMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) -MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS PAYABLE BY MERCHANT FOR THE APPLICABLE SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SECTION 16.2(iv) SHALL NOT LIMIT MERCHANT'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

16.3 EXCEPT FOR THE PARTIES' ARTICLE 18 INDEMNIFICATION OBLIGATIONS, IGNITETRX SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS, OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT IGNITETRX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.4 IGNITETRX ALSO SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY MERCHANT OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AN ATTACHMENT OR TARIFF; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF MERCHANT'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

16.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IGNITETRX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IGNITETRX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET MERCHANT'S REQUIREMENTS OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. IGNITETRX DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND MERCHANT SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS.

16.6 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, IGNITETRX SHALL HAVE A MAXIMUM LIABILITY OF \$100.00 TO THE OTHER PARTY.

16.7 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 9 AND IN ANY ATTACHMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

16.8 THIS AGREEMENT DOES NOT EXPRESSLY OR IMPLICITLY PROVIDE ANY THIRD PARTY (INCLUDING USERS) WITH ANY REMEDY, CLAIM, REIMBURSEMENT, CAUSE OF ACTION, OR OTHER RIGHT OR PRIVILEGE.

17.0 TERM AND TERMINATION

17.1 The initial term of this Agreement shall be 3 years. Either party may terminate this Agreement with 30 days written notice without cause, and without breach of this Agreement. Upon termination of this Agreement, IGNITETRX will cancel all pending scheduled transactions. IGNITETRX will have the right to debit MERCHANT for up to 1 year for any transaction that is returned to IGNITETRX.

17.2 If MERCHANT fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fifteen (15) days after receipt of written notice, (i) IGNITETRX may terminate for cause this Agreement, or (ii) where the failure is a non-payment by MERCHANT of any charge when due, IGNITETRX may, at its option, terminate this Agreement, suspend Service, require a deposit as a condition of continuing to provide Services and/or terminate this entire Agreement, and immediately demand the full contract price, and any monies owed shall be payable by certified funds or wire transfer within 5 days.

17.3 This Agreement may be terminated immediately upon written notice by: (i) either party if the other party has violated the other party's Marks,

becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; or (ii) either party due to a material breach of any provision of Article 11, or IGNITETRX pursuant to Section 5.0 or due to a material breach by MERCHANT of any provision of Article 13.

17.4 MERCHANT shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination. MERCHANT shall also be liable to IGNITETRX for Termination Charges, if specified in Agreement or any Attachment, in the event that IGNITETRX terminates under Section 17.2 or 17.3, or MERCHANT terminates without cause.

18.0 INDEMNITY

18.1 IGNITETRX agrees to defend or settle, at its own expense, any third party claim or suit against MERCHANT alleging that a Service furnished under this Agreement infringes any United States patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: MERCHANT'S or User's Access in connection with the Service; modifications to the Service made by or combinations of the Service with Services or products provided by MERCHANT or others; IGNITETRX'S adherence to MERCHANT'S written requirements; or, use of the Service in violation of this Agreement. MERCHANT agrees to defend or settle, at its own expense and without prejudice to IGNITETRX or IGNITETRX'S continued provisioning of the Service to MERCHANT or others, all claims or suits against IGNITETRX covered by the exceptions in the preceding sentence and shall immediately cease any activity which gives rise to the alleged infringement. The indemnifying party will also pay all Damages and costs (including reasonable attorneys' fees) that by final judgment may be assessed against the indemnified party due to infringement by the indemnifying party.

18.2 In the event of a claim of infringement for which IGNITETRX is the indemnifying party under Section 18.1, IGNITETRX may at its option either procure the right to continue using, or replace or modify, the alleged infringing Service so that the Service becomes non-infringing and substantially compliant with the requirements in the Agreement. Upon inability to reasonably perform either of the foregoing options, IGNITETRX may terminate the Agreement, without liability other than as stated in Section 18.1.

18.3 IGNITETRX grants to MERCHANT the right to permit Users to access and use the Services, provided that MERCHANT shall remain solely responsible for the access and use by any User of the Services, and shall defend, indemnify and hold harmless IGNITETRX from and against all Damages, arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning or relating to: any noncompliance by MERCHANT or Users with any provision of this Agreement; negligent acts or omissions by MERCHANT or Users; MERCHANT'S or Users' Content; or any Service failure, defect or outage. MERCHANT'S indemnification obligations do not apply to claims for Damages to real or tangible property or bodily injury or death negligently caused by IGNITETRX

18.4 With respect to the indemnification obligations in this Section 18: (i) the indemnified party will notify the indemnifying party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall not affect the indemnity except to the extent the indemnifying party is prejudiced thereby; (ii) the indemnifying party shall have control of the defense or settlement, provided that the indemnified party shall have the right to participate in such defense or settlement with counsel of its own selection and at its sole expense; and (iii) the indemnified party shall reasonably cooperate with the defense, at the indemnifying party's expense.

19.0 GENERAL PROVISIONS

19.1 Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

19.2 This Agreement may not be assigned by MERCHANT without the prior written consent of IGNITETRX

19.3 If any portion of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect and the parties shall promptly begin negotiations to replace invalid or unenforceable portions that are essential parts of this Agreement.

19.4 Any initial demand for arbitration pursuant to Section 7.1 and any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises or it is barred.

19.5 All notices under this Agreement shall be in writing and either mailed by certified or registered mail, postage prepaid return receipt requested, sent by express courier or hand delivered and addressed to each party at the address set forth on the Cover Page of this Agreement or, if the notice relates to a specific Attachment, the address set forth in such Attachment, or, in any case, such other address as a party designates in writing.

Initials _____

- 19.6 State law issues concerning construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Texas, excluding its choice of law rules. The United Nations Convention on Contracts for International Sale of Goods shall not apply.
- 19.7 The respective obligations of MERCHANT and IGNITETRX, which by their nature would continue beyond the termination or expiration of this Agreement, including, without limitation, the obligations regarding confidentiality, publicity and marks, limitations of liability and dispute resolution, shall survive termination or expiration.
- 19.8 This Agreement creates a Service provider/MERCHANT relationship between the parties and neither party's employees or contractors shall be

considered employees, contractors, partners or agents of the other party.
 19.9 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING TO THOSE SERVICES. THIS AGREEMENT SHALL NOT BE CONTRADICTED, EXPLAINED OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR MERCHANT PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, _____ :

MERCHANT'S SIGNATURE BELOW ACKNOWLEDGES THAT MERCHANT HAS READ AND UNDERSTANDS EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

MERCHANT:

 (Legal Name)

By: _____
 (Authorized Signature)

 (Typed or Printed Name)

 (Title)

 (Date)

IGNITETRX

By: _____
 (Authorized Signature)

 (Typed or Printed Name)

 (Title)

 (Date)



COLLECTION SERVICE AGREEMENT

This agreement, effective date _____ is between *Xact! Resources, Inc.* and _____ doing business at _____

CLIENT: _____ AUTHORIZED AGENT - *Xact! Resources, Inc.*:

Signature: _____ Signature: _____

Typed Name: _____ Typed Name: ___ Terri Shepherd _____

Title: _____ Title: ___ CEO _____

TERMS AND CONDITIONS

In consideration of the mutual promises, conditions and terms as set forth herein, the parties hereby agree as follows:

COLLECTION SERVICE

1. Client desires from time to time during the term of this Agreement to submit to *Xact! Resources, Inc.* for collection certain accounts receivable and *Xact! Resources, Inc.* desires to provide Client with collection service.
2. *Xact! Resources, Inc.* agrees to expend diligent effort in achieving maximum collections for
3. Client by employing lawful, ethical and nondiscriminatory means, methods, and procedures. Any legal proceeding will not be activated without written consent of the Client.
4. *Xact! Resources, Inc.* will promptly return and cease collection efforts when so requested by Client.
5. Client understands it may not attempt collection of any accounts delegated to *Xact! Resources, Inc.* for processing during the time *Xact! Resources, Inc.* is engaged in collection activities and understands such contact could be in violation of applicable debt collection laws.

CLIENT WARRANTY

6. Client warrants that accounts forwarded to *Xact! Resources, Inc.* for collection service will be validly due and unpaid; that it will fully advise *Xact! Resources, Inc.* as to any known dispute or misunderstanding, relating to any claim, at the time of forwarding to *Xact! Resources, Inc.*, or if later discovered; that it will provide a written verification of a claim (or a copy of judgment if judgment exists), when requested to do so by *Xact! Resources, Inc.*; that it will immediately notify *Xact! Resources, Inc.* of any payment received on an account after date of forwarding to *Xact! Resources, Inc.*.

CLIENT NOTIFICATION

7. Client agrees to refer consumers to *Xact! Resources, Inc.* for payment accounts being processed by *Xact! Resources, Inc.*. In the event Client or any of its employees accept direct payment on an account, Client must notify *Xact! Resources, Inc.* prior to the end of the same business day. In the event Client fails to make prompt notification as foresaid, Client agrees to indemnify, save and hold harmless *Xact! Resources, Inc.* and its employees and affiliates from any and all claims, damages, costs, or expenses in any way attributable to or resulting from Client's negligence or failure to act. Client agrees the established collection fees shall be payable to *Xact! Resources, Inc.* for any account paid directly to Client, and this fee shall automatically be deducted from any amount payable to Client or shall be billed to Client.

PROMOTIONAL

8. Client agrees that *Xact! Resources, Inc.* may use Client's name in its promotional and advertising material.



AGREEMENT TERM AND TERMINATION

9. This agreement shall have a term of one year and shall renew automatically. At any time for any reason, either party may terminate this agreement, by providing (30) days advanced written notice of termination to the other party (exclusive of non-payment). Client acknowledges that **Xact! Resources, Inc.** has invested certain costs into accounts presented for collection, and Client agrees that all accounts in **Xact! Resources, Inc.** possession prior to termination will be processed to conclusion. Accounts that are recalled by the client are subject to a handling fee of 10% of the account.

ASSIGNMENT

10. This agreement may be assigned by Client only with prior written consent of **Xact! Resources, Inc.**; such assignment shall not be unreasonably withheld.

LEGAL ASSIGNMENT

11. The parties to this assignment are _____ (Assignor) and Xact! Resources Inc. (Assignee). For good and valuable consideration received and for the purpose of securing payment on checks, or accounts now being recovered by Assignee, the Assignor hereby sets aside, assigns and transfers to said Assignee, all interest, title and remedies that Assignor may have in those accounts turned over to XRI for recovery. This is an assignment of the cause of action. The Assignee is authorized to enforce the terms of said accounts. The provisions and representations herein contained assign, and shall bind the Assignor and the Assignor's heirs, legal representatives, successors and assigns. Assignee does hereby agree to defend, indemnify and hold harmless Assignor, its parent subsidiaries and affiliates and all officers directors, employees and agents thereof of and from any and all demands, claims, actions, causes of action, liabilities, Judgments, and expenses, including attorney fees, arising out of or related to any accounts assigned hereto including without being limited thereto, any action or inaction of Assignee in the collection of said accounts.

CONFIDENTIAL INFORMATION

12. Agent understands and agrees that all accounts, records, documents, and claim information provided to it are proprietary and highly confidential information. Agent agrees not to directly disclose, publish, cause to be disclosed or published, or use such information for the benefit of any third party or itself.

CONSTRUCTION

13. The foregoing constitutes the entire agreement between **Xact! Resources, Inc.** and Client and may be amended or altered only by a (30) day written notice.

GOVERNING LAW

14. This Agreement shall be governed by and construed according to the laws of Minnesota.

COLLECTION PROGRAM

15. All revenue generated from collections in accordance to the below noted programs will be paid to the Client within 45 days of receipt of payment from the debtor.

DATE OF DELINQUENCY

16. **Xact Resources, Inc.** will use the Turnover date as the "date of delinquency" for the purposes of credit bureau reporting.

SETTLEMENT AUTHORITY

17. Blanket authority to settle no less than 0% on any accounts listed without prior approval.

COLLECTION FEES

18. 30% collection fee on first placements will be netted from any amounts collected.
19. 40% collection fee will be netted from any amount collected from an attorney.



Client Information

Welcome to Xact! Resources- your full service collection agency. We look forward to working with you. Please complete the following form and a representative will contact you to complete the set up process.

Client Name: _____

Address: _____

(Address for all mailings)

How many total locations? _____

Primary Contact: _____ Title: _____ Email _____

Address: _____

Phone: _____ Fax # _____

Secondary Contact: _____ Title: _____ Email Address: _____

Email address for reports: _____

Type of Service: Full Collection Cycle (includes collections, credit reporting and legal program)

XPro (Includes early stage collections- then forward to secondary agency)

Agency to forward aged accounts: _____

Thank you!