

EXHIBIT B: Merchant Rights and Responsibilities: Check Guarantee for Checks-on-Demand

AGREEMENT: This agreement is entered into by and between Sage Payment Solutions EFT, (SPS-EFT) and the undersigned hereafter referred to as "Merchant".

1. **TERM, TERMINATION AND AMENDMENTS.** This agreement shall continue for three years from the date hereof unless terminated by either party at an earlier time as set forth herein. Unless written notice of termination is provided by Merchant more than sixty (60) days prior to the end of this initial term, this agreement shall renew automatically for successive one (1) year terms. Such renewals shall continue until the Merchant delivers written notice of termination more than sixty (60) days prior to the end of the applicable renewal term. For any termination under this agreement at any other time other than at the end of the initial or renewal term, Merchant must provide a minimum of sixty (60) days written notice to SPS-EFT of such termination and monthly minimum and subscription fees will continue in effect for this time. SPS-EFT shall have the right to suspend or terminate this agreement immediately and without notice to Merchant. This Agreement, plus any addenda, including fees and charges, may be changed or amended from time to time by SPS-EFT by providing Merchant with written notice. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing. If Merchant terminates this agreement for any reason other than an increase in its rates due to transactional losses occurring in respect of its account, a one-time termination fee of ninety five dollars (\$95.00) will be assessed and electronically debited from the Merchant's account for administrative processing. Merchant shall have the right at any time to terminate this agreement without a termination fee becoming due upon a change in its rates due to an increase in losses occurring with respect to its account. Except as specifically provided herein, this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.

2. **FEES.** A Discount Fee, as per Schedule, based upon a percentage of the face amount of checks inquired to the database during the month. A network compliance fee up to \$4.00 per month. As per schedule: a Monthly Minimum fee and service fee to be paid each month, a transaction fee for each ACH deposit, and a transaction fee for each electronic inquiry to the database that does not result in an electronic transfer of funds and a "batch out" fee equal to the transaction fee, or 25 cents, whichever is greater. A fee of no more than twenty-five dollars may be charged per transaction return. A \$5.00 monthly fee to be paid each month as related to reader/scanner replacement. Merchant must promptly notify SPS-EFT in writing of any dispute regarding fees under this Agreement. Merchant's written notice must include: (i) Merchant name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by SPS-EFT no later than ninety (90) days after the disputed fees have been paid by Merchant or charged to Merchant's account by SPS-EFT. Merchant's failure to so notify SPS-EFT will waive and bar the dispute.

3. **QUALIFIED INSTRUMENTS.** For any instrument to qualify, it must be authorized properly and meet the following criteria:

- a. At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercially imprinted check numbers will not qualify for check guarantee;
- b. An instrument must be authorized with a driver's license or state issued ID card presented by the consumer to Merchant and viewed by Merchant at the time of authorization;
- c. The customer's valid driver's license or state issued identification card number and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization;
- d. The authorization number received through the Point-Of-Sale device must be noted on the instrument at the time of authorization;
- e. A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address be written in. Post Office (PO) Boxes only are not acceptable addresses;
- f. If the phone number is not imprinted on the instrument, you must note the phone numbers (home phone and business phone) on the instrument at the time of authorization;
- g. The date of the instrument must be no more than one (1) day from the date on which the instrument was authorized by SPS-EFT;
- h. The instrument must be payable to the Merchant's business name and endorsed by the Merchant and deposited in the Merchant's business account after authorization of said instrument, but before close of business the following business day. Any check deposited more than one time will not be a qualified instrument. The amount authorized and the amount shown in words and figures on the check must agree;
- i. The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized;
- j. In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and ID card provided at the time of authorization;
- k. The instrument has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due;
- l. The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession;
- m. The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution, which is based upon a dispute against the Merchant by the presenter;
- n. The instrument was not previously denied by SPS-EFT based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the Point-Of-Sale device at the time of authorization; The instrument must be authorized by entering the correct routing and account number as it appears on the check into the Point-Of-Sale device if a check reader is not utilized to capture the routing and account number at the time of authorization;
- o. The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day;
- p. SPS-EFT reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked within 48 hours of the request and its acceptance by SPS-EFT will be required to qualify the claim for payment;
- q. Merchant must have followed instructions contained in SPS-EFT's Merchant Quick Reference Guide or other authorized, current published instructions;
- r. Merchant acknowledges that first time check writers will have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by SPS-EFT;
- s. The instrument was not issued in connection with a transaction described herein. The Merchant did not comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein, the Merchant, or its agents, and employees accepted the instrument with reason to know that the instrument was likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, invalid, or that a court of law determines that the instrument is in whole or in part not due and payable by the check writer unless such determination results from a bankruptcy proceeding;
- t. SPS-EFT may change any of these procedures with a seven (7) day written notices to Merchant.

4. **CLAIM PROCEDURE.** SPS-EFT shall purchase Properly Qualified Instruments up to the contractual purchase limit (see schedule of fees) for each check submitted under the following Procedure:

- a. Merchant agrees to require its depository bank to forward dishonored instruments directly to SPS-EFT at its designated address. If the depository bank does not provide this service, then the Merchant agrees to forward all dishonored instruments directly to SPS-EFT at its designated address;
 - b. All checks submitted for claim must have been deposited in Merchant's financial institution and received at SPS-EFT's designated address, along with other required documents within thirty (30) days from the date of authorization of said instrument.
5. **CLAIM PAYMENTS.** Reimbursement will be made to Merchant for full face value or up to the purchase limit established in schedule of fees, section A, for qualified claims that meet all necessary criteria in accordance with the following time frames.
- a. Normal ACH credit will be transmitted to the Merchant's bank account 30 days from date of claim submission for payment of qualified instruments;
 - b. NSF Bank fees will be reimbursed to Merchant on all qualified instruments, provided the Merchant has requested (checked box) this check guarantee enhancement as indicated in schedule of fees, section A. Merchant agrees to provide SPS-EFT with a copy of Merchant's financial institution NSF fee charges.
 - c. SPS-EFT reserves the right to suspend its performance to Merchant, including the payment of all checks submitted for reimbursement, during any period in which Merchant's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of SPS-EFT's rights of suspension and termination.
6. **COLLECTIONS.** Merchant agrees to:
- a. Assign all rights, title and interest in and to the instrument, which has been purchased by SPS-EFT. On all instrument's that are sent to SPS-EFT which are not purchased by SPS-EFT, Merchant agrees to give SPS-EFT full power and authority to collect said instrument;
 - b. Should Merchant accept payment for checks that have been submitted to SPS-EFT, Merchant shall notify SPS-EFT within 24 hours of collecting payment and Merchant will be responsible to collect all check fees applicable by law and SPS-EFT will bill Merchant for said fees;
 - c. Merchant agrees that SPS-EFT shall be entitled to collect from check writer and retain all costs, damages, and fees against consumer that are applicable by law in addition to the check amount. Merchant agrees to post in clearly visible locations service charge notices which in SPS-EFT's opinion may be required for SPS-EFT to collect any such amounts arising from dishonored instruments;
 - d. Merchant further agrees to provide SPS-EFT with reasonable assistance when occasionally SPS-EFT may request information that would be helpful to aid in the collection of such purchased instrument.
7. **STOP PAYMENT COVERAGE.** SPS-EFT agrees to waive section 3.m to guarantee payment of Stop Payment instrument arising out of a dispute with Merchant up to the limit indicated in schedule of fees, section A, provided that Merchant shall have performed all of his obligations related to the issuance of said instrument. At SPS-EFT's request, Merchant shall provide written information regarding any claim for reimbursement of Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by SPS-EFT. Stop Payment Coverage does not cover business account checks, only personal accounts.
8. **POINT-OF-SALE DEVICE PROGRAMMING.** Merchant owns or leases or will own or lease point-of-sale electronic device for the purpose of electronically authorizing transactions at their premises. Each point-of-sale device of Merchant who desires to obtain the services must be initially programmed. SPS-EFT agrees to provide programming of the terminal via download of all required programs from our main host system, followed by contact with a terminal support representative as necessary.
9. **NOTICES.** Any notice required or given under this Agreement shall be in writing and shall be deemed valid given twenty-four (24) hours after depositing in the first class United States Postal Services mail, postage prepaid; or if by other means of notification, upon actual receipt of delivery. All notices shall be addressed and delivered to appropriate party. Written notices to SPS-EFT shall be addressed to: SPS-EFT, 73 Eglin Pkwy NE, Suite 301, Ft. Walton Beach, FL 32548.
10. **LAW GOVERNING.** This agreement shall be governed by and construed in accordance with the laws of the State of FL. All actions and demands shall be made at the venue in the courts of Okaloosa County in the State of Florida.
11. **HOLD HARMLESS.** Merchant and SPS-EFT shall hold each other harmless and grant mutual indemnification for occurrences, which are out of each other's control to include, but not limited to civil unrest, riots, war, earthquakes, flood, and other acts of God.
12. **ASSIGNABILITY.** MERCHANT may not assign or transfer any rights under this Agreement unless and until it receives the prior written approval of SPS-EFT. SPS-EFT may freely assign this Agreement, its rights, benefits and duties hereunder.
13. **CONFIDENTIALITY.** Merchant and SPS-EFT agree to make every attempt to protect each other's interest and information, which changes hands in the course of normal business.
14. **ACH DEBIT/CREDIT AUTHORIZATION.** Merchant hereby grants authorization to SPS-EFT to credit and/or debit Merchant's checking account for billing fees imposed and for claim reimbursement payments. Merchant agrees to provide a voided check with the agreement or provide accurate bank information to allow for proper and accurate coding of route and transit numbers along with DDA numbers. All Debit/Credit entries, which are not honored by Bank, will be subject to a \$25.00 service fee per occurrence, which will be imposed by SPS-EFT.
15. **BINDING AGREEMENT; BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against SPS-EFT.
16. **ATTORNEYS' FEES.** In the event that it becomes necessary for SPS-EFT to employ an attorney to enforce, interpret, mediate or arbitrate this Agreement, or collect a debt from MERCHANT SPS-EFT shall be entitled to recover its reasonable attorneys' fees, costs, and disbursements related to such dispute from MERCHANT.