



ACH PROCESSING AGREEMENT

SECTION 1. ABOUT BUSINESS

Legal Name of Business		DBA (Doing Business As)		
Location/Site Address		City	County	State
Mailing Address		City	County	State
Company Phone Number	DBA Phone Number	Fax Number	Contact Name	Title
Federal Tax ID	State Tax ID	Business License #	Dun and Bradstreet (D&B) #	
Business Website Address (URL):		Business E-Mail Address:		Business Start Date (mm/dd/yyyy)
Has Merchant or any Associated Principal disclosed below filed bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes Provide date, if "yes":				
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Corporation	<input type="checkbox"/> Private Corp.	<input type="checkbox"/> Tax Exempt Corp.
				<input type="checkbox"/> Limited Liability Company
State Filed:				
Your previous ACH processor (if applicable):				
Reason for change: <input type="checkbox"/> Rates <input type="checkbox"/> Service <input type="checkbox"/> Terminated (Date: _____) <input type="checkbox"/> Other:				

SECTION 2. BUSINESS OWNERSHIP (List principals names that own combined at least: 51% FOR CORP 100% FOR PARTNERSHIPS)

Principal Name 1)	Title	Ownership (%)	Date of Birth (mm/dd/yyyy)
Home Address	City	State	ZIP
Social Security #	Driver License #	Dr.Lic. State/Exp Date	Personal residence For how long? <input type="checkbox"/> Own Yrs. <input type="checkbox"/> Rent Mo.
Principal Name 2)	Title	Ownership (%)	Date of Birth (mm/dd/yyyy)
Home Address	City	State	ZIP
Social Security #	Driver License #	Dr.Lic. State/Exp Date	Personal residence For how long? <input type="checkbox"/> Own Yrs. <input type="checkbox"/> Rent Mo.

SECTION 3. BUSINESS SURVEY

Type of Goods/Services sold: (of goods aren't sold through Internet, please attach a copy of a product brochure)

Does merchant accepts payment before the customer receives product/services?
 No Yes Explain if "Yes": _____

Return Policy: Full Refund Exchange Only None

Do you have a refund policy for ACH Sales? No Yes If Yes, please explain below: _____

Advertising method(s): (check all that apply) Newspapers Magazine Yellow Pages Internet Radio TV Other: **Required: Attach marketing materials for all Mail Order, B2B, Internet Businesses with over \$1mil. in annual volume. Attach Web Page printout for Internet Merchants.**

Business Hours: (Check all applicable, circle a.m. or p.m.)
 24 hours Mon-Fri from _____ a.m. p.m. to _____ a.m. p.m. Saturday from _____ a.m. p.m. to _____ a.m. p.m. Sunday from _____ a.m. p.m. to _____ a.m. p.m.

Methods used for ACH Authorization: (Total must be equal 100%) Written Contract _____% <input type="checkbox"/> Attach a copy of the written contract Internet Initiated _____% <input type="checkbox"/> URL of payment page: _____ Telephone Initiated _____% <input type="checkbox"/> Inbound, <input type="checkbox"/> Outbound, <input type="checkbox"/> Attach a copy of call script Check Conversion _____% <input type="checkbox"/> Make/Model of Check Scanner used: _____	Products are Sold To: (Total must be equal 100%) Consumers _____% Businesses _____% Total Consumer Base (Current): _____
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Current Monthly Sales (\$)	Average Transaction Amount (\$)	Estimated Transactions Per Month	Time Between Sale And Fulfillment
Estimated Returns per Month	Estimated Returns per Month (\$)	Estimated Monthly Credits (\$)	Do you use a Fulfillment House? <input type="checkbox"/> No <input type="checkbox"/> Yes

SECTION 4. BUSINESS REFERENCES

Vendor 1 / Bank Reference	Account#	Contact Name	Phone Number
Vendor 2	Account#	Contact Name	Phone Number
Vendor 3	Account#	Contact Name	Phone Number

SECTION 5. FEE SCHEDULE

Transaction Fee..... \$ _____
 Returned Item Fee..... \$ _____
 Overdraft Fee..... \$ _____
 Discount Fee..... \$ _____
 Monthly Minimum Fee \$ _____
 Statement Fee \$ _____

FOR OFFICE USE ONLY:

Reserve _____ % for _____ days

Hold Period _____ days

SECTION 6. DDA CREDIT / DEBIT AUTHORIZATION

BANK NAME _____

BANK ROUTING # _____

BANK ACCOUNT # _____

MERCHANT hereby authorizes SERVICERS in accordance with this Merchant ACH Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials. **AUTHORIZATION SIGNATURE:**

MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT

Please DO NOT staple / DO NOT use deposit slip

 SIGNATURE / PRINT NAME

SECTION 7. REQUIRED SIGNATURES

WARRANTY: Each of the owners/officers listed above have reviewed this Merchant ACH Agreement and warrants that all information provided is true and correct. Each undersigned owner/officer of MERCHANT represents and warrant that he read and understood this Merchant ACH Agreement (Including and without limitation all five pages of it and Terms and Conditions pages). Each of the owners/officers understand that statements will only be received at the above listed email address.

INVESTIGATIVE CONSUMER REPORT: An investigative or Consumer Report will be made in connection with this Merchant ACH Agreement. Applicant authorizes Primus or any other credit bureau/reporting agency employed by Primus OR ANY AGENTS OF Primus to investigate the references given or any other statements or data obtained from MERCHANT, or any of the signed principals.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Primus and Bank.

Client's Business Principal(s) / Officer(s):

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

Signature X _____ Title _____ Print Name Of Signer _____ Date _____

PERSONAL GUARANTEE: The undersigned guarantees to Primus and Bank the performance of this Agreement and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. Primus and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of Primus and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Personal Guarantee

Signature X _____ Print Name Of Guarantor _____ Date _____

Personal Guarantee

Signature X _____ Print Name Of Guarantor _____ Date _____

FOR OFFICE USE ONLY

APPROVED: PRIMUS PAYMENT SOLUTIONS, INC

By Name _____ Signature _____ Date _____

**MERCHANT ACH AGREEMENT
DATA PROCESSING AND PAYMENT COLLECTION AGREEMENT**

This Data Processing and Payment Collection Agreement (this "Agreement") is made effective ("Effective Date") as of the date set forth below and between Primus Payment Solutions, Inc ("Primus"), a California corporation with its principal place of business at 9841 Irvine Center Drive, Suite # 130, Irvine, CA 92618 and the entity and/or individual whose name and address are set forth below on the signature page for this Agreement ("Client"). Primus is an item processor and provides automated clearing house, electronic fund transfer, and draft services (collectively, "Transactions"). Client wishes to initiate Transactions and desires to engage Primus to process those Transactions initiated by Client. Therefore, the parties agree as follows:

I. Definitions

The following terms when used in this Agreement will have the meanings set forth in this Section:

- "Account"** means a deposit account established by Customers at a Federal Reserve member bank that has the ability to receive ACH items from the Federal Reserve for debit and credit to the account.
- "ACH"** means automated clearing house.
- "Banking Day"** means any business day, during which Primus is open for business, but does not include any Saturday or Sunday, or any holiday observed by the Federal Reserve.
- "Collected Funds"** means funds collected from the Federal Reserve as a result of processing EFT Data entries.
- "Customer"** means those consumers or businesses who have given authorization to Client for Client to initiate credit or debit entries to the accounts of those Customers.
- "EFT Data"** means data collected by Client indicating funds to be distributed by credit or debit to Customers' accounts.
- "Rules"** means the rules and regulations of the National Automated Clearing House Association ("NACHA").
- "Settlement Date"** means a date specified by Client, on which date EFT Data entries will be available to Customers' banks that receive EFT Data from the Federal Reserve.
- "Specifications"** means the processes, procedures and requirements set forth on Exhibit A.
- "Sponsor Bank"** means the bank designated by Primus, which is a Federal Reserve depository with agreements between itself, Primus and the Federal Reserve to electronically transfer funds between member banks of the Federal Reserve banking system.

II. Fees

- 2.1 Fees.** For the services performed by Primus, Client agrees to pay the fees as detailed in Section 5 of the ACH Processing Agreement and Primus may change the fees at any time upon 30 days prior written notice to Client.
- 2.2 Pass Through Fees.** Client understands that some fees may be subject to tax and agrees to pay all applicable taxes. Increases in fees charged by Sponsor Bank will be passed through to Client, without notice. Client may be assessed an investigation fee equal to \$25.00 for each item investigated and/or 10% of the amount investigated each month for all sums that Primus is required to investigate as a result of Client's conduct.

III. Client Responsibilities

- 3.1 Exclusivity.** Client will exclusively market Primus' data processing and collection services for processing Transactions originated by Client for credit and debit to accounts of Customers, who have agreed to such Transactions, in accordance with this Agreement. Client agrees that Primus shall be its sole provider of ACH services during the term of this Agreement.
- 3.2 Settlement Account.** Client shall at all times, maintain an account ("Settlement Account") at a bank that is a member of the Federal Reserve ACH system. All credits for Collected Funds and debits for fees, payments and Returned Items (defined below) shall be made to the Settlement Account. For the services to be performed by Primus as set forth in the Specifications, Client authorizes Primus to credit and debit the Settlement Account electronically or via draft, and Client warrants that it shall, at all times, maintain a sufficient balance in the Settlement Account to cover overdraft of the Escrow Account (defined below) from Returned Items and service fees, and other charges plus such additional fees charged by Primus for the performance of services beyond the terms of this Agreement or from increased expenses incurred by the failure of Client to furnish data in accordance with the Specifications.

Client may not close or change the Settlement Account without 30 days prior written notice to Primus. Client will be solely liable for all fees and costs associated with the Settlement Account and for all overdrafts. Client grants to Primus a security interest in the Settlement Account as well as any other account owned by Client and Client shall execute any document and obtain any consents or waivers from the bank at which the Settlement Account is maintained to protect Primus' security interest in such accounts. In the event that Client has more than one electronic payment services contract with Primus and has more than one settlement account, Client grants Primus the right to collect its fees and/or losses from any of Client's settlement accounts. Primus will first attempt to collect such fees/losses from the settlement account associated with the electronic payment contract from which the fee derived or the loss was incurred. If that settlement account has insufficient funds, Primus has the right to collect such fees/losses from any other of Client's settlement accounts.

- 3.3 Notice of Intent.** Client shall provide Primus with immediate written notice of intent to: (A) transfer or sell any substantial part of its total assets, or liquidate; (B) change the basic nature of its business, including selling any products or services not related to its current business; (C) change ownership or transfer control of its business; or (D) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes any interest in Client's business.

Failure to provide notice as required above may be deemed a material breach and shall be sufficient grounds for immediate termination of the Agreement. In the event any of the changes listed above should occur, Primus shall have the option to renegotiate the terms of this Agreement or may immediately terminate this Agreement.

- 3.4 Returned Items.** Client is liable for repayment to Primus for all Returned Items. Primus will comply with ACH associations' and the Federal Reserve's prevailing regulations in processing any Returned Items which result from Customer disputes. However, all disputes which are not or cannot be resolved through established Returned Item procedures shall be settled between Client and the Customer, and Client will indemnify Primus and will provide reimbursement for all expenses, including reasonable attorney's fees, which it may incur as the result of any Customer claim which is pursued outside the ACH association or Federal Reserve rules and regulations.

- 3.5 Delivery of EFT Data.** Client shall deliver EFT Data necessary for processing Transactions electronically or via draft in accordance with the Specifications. Client will cause the EFT Data to be current and accurate at all times. Client warrants to Primus that all data and entries contained in EFT Data and delivered to Primus by Client will be in accordance with the Specifications, will contain true and accurate information and will be authorized by Customers, permitting Client to electronically debit and/or draft their account. Client further warrants that any Transactions that may be initiated by telephone are the result of inbound telecommunications only and Client maintains the necessary voice verification for any such Transaction authorizing Client to electronically debit and/or draft their account. Client assumes the responsibility for storage of all Customer authorizations. Failure to provide Primus with requested Customer authorization documentation within 5 business days after receipt of such request may be deemed a material breach and shall be sufficient grounds for immediate termination of the Agreement. Client will maintain documentation for a period of 6 years past the date of the last Transaction to any Account. Primus shall have no liability to Client, Customer, or third parties in the event collection data is inaccurate or incomplete. Client shall cause the EFT Data to be delivered to Primus timely to permit the electronic processing on the date designated by Client which is estimated to require the delivery of the EFT Data not less than 2 banking days prior to the scheduled processing date.

- 3.6 Delivery of Payroll Funds.** Client shall cause payroll funds to be delivered by wire transfer at least 3 Banking Days ("Lead Time") prior to the Settlement Date designated by Client in an amount sufficient to cover payroll deposits, fees and other charges to Primus ("Payroll Amount Requirement") in accordance with the Specifications. Client understands and agrees that in the event payroll funds are not delivered in accordance with the above Lead Time, or that the Payroll Amount Requirement is insufficient, the Settlement Date will be delayed to allow for sufficient Lead Time and sufficient Payroll Amount Requirement.

- 3.7 Compliance.** Client warrants and agrees that Client shall fully comply with all federal, state, and local laws, Rules and regulations, as amended from time to time, including the Federal Truth-in-Lending Act and Regulations E and C.

- 3.8 Security Procedure.** Client shall comply with the security procedures requirements consistent with the Rules with respect to EFT Data.

- 3.9 Cancellation or Amendment of Transactions.** Client shall have no right to cancel or amend any Transaction after its receipt by Primus. However, Primus shall use commercially reasonable efforts to act on a request by Client, but shall have no liability if such cancellation or amendment is not effected.

Initial Here

IV. Primus Responsibilities

4.1 **Document Preparation.** Primus shall assist Client on the form and content of documents to be filed with Sponsor Bank, Primus and Customers.

4.2 **Format of EFT Data.** Primus shall provide Client with the format and specifications of EFT data.

4.3 **Escrow Account.** Client will establish and maintain an account ("Escrow Account") in Primus' name for deposit of Collected Funds and payment of Returned Items and service fees, and other charges ("Other Fees") incurred by Primus, Sponsor Bank and the Federal Reserve. Client understands and agrees that: (A) Primus shall deposit all Collected Funds to the Escrow Account, (B) Primus shall hold 100% of Collected Funds ("Hold Amount") in the Escrow Account for a period of 3 Banking Days, or such other time period that may be established by Primus pursuant to its underwriting of Client ("Hold Period"), (C) Primus shall, at the expiration of the Hold Period, transfer the Collected Funds, less a reserve amount ("Reserve Amount") established for Client pursuant to Primus' underwriting of Client, by EFT to the Settlement Account.

Such transfer shall be in accordance with the Specifications. Client further understands and agrees that Primus shall hold any Reserve Amount for a period of 30 days from the date of collection ("Reserve Period"). Primus shall release the Reserve Amount to the credit of the Escrow Account at the expiration of the Reserve Period. Client understands and agrees that the Hold Amount, Hold Period, Reserve Amount and Reserve Period may be adjusted by Primus, at the sole discretion of Primus, to insure availability and sufficiency of funds to cover Other Fees.

4.4 **Electronic Bulletin Board.** Primus shall provide an electronic bulletin board service or other like service for the purpose of receiving EFT Data from Client, posting Returned Items, correction notices and account statements for Client. Client understands and agrees that it is Client's responsibility to pickup, by electronic means, the statements and return notifications from the electronic bulletin board service.

4.5 **Rejection of Transactions.** Primus shall reject any Transaction which does not comply with the Specifications. Primus shall have no obligation to retransmit a returned Transaction.

V. Term; Termination

5.1 **Term.** The initial term of this Agreement shall be for a period of 3 years beginning on the Effective Date ("Initial Term"), and shall renew for additional successive 3 year terms ("Renewal Term") unless either party provides the other written notice of its intent not to renew 30 days prior to the expiration of the then current term. Additionally, Primus shall have the right to terminate this Agreement at any time without cause. Termination of this Agreement prior to the expiration of the Initial Term or any Renewal Term by Client, shall result in the assessment of an account termination fee in an amount equal to the greater of (A) the average monthly processing fees charged to Client over the last 6 months (or shorter time if not processing for 6 months) multiplied by the number of months remaining on the Term, or (B) \$295.00, in addition to all other amounts owed by Client to Primus.

5.2 **Certain Post-Termination Rights.** Upon termination of this Agreement, all rights and obligations shall cease except Client's obligations: (A) to pay the applicable fees for any services performed by Primus prior to the effective date of termination, (B) to pay for any items returned unpaid ("Returned Items") subsequent to the effective date of termination for which Primus shall hold from the final deposit to the Settlement Account for 60 days a balance sufficient to cover Returned Items and any unpaid fees payable to Primus, and (C) within 90 days of termination of this Agreement Client shall return to Primus all materials that are the property of Primus and provided by Primus to Client, including, but not limited to software, hardware, manuals and instructions.

VI. Events of Default

Either party shall have the right to terminate this Agreement, effective immediately, if either party is in default of any obligation under this Agreement and default continues for 30 days following written notice from the other party, or if either party is declared bankrupt, files a petition under any bankruptcy laws, has a receiver appointed for all or substantially all of its property, or makes an assignment of all or substantially all of its assets for its creditors.

VII. Indemnification

Client agrees to indemnify, defend, and hold harmless Primus, its employees, Sponsor Bank, directors, managers, officers or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of: (A) any failure by Client or any employee, agent, sales representative, or affiliate of Client to comply with the terms of this Agreement, (B) any warranty or representation made by Client being false or misleading, (C) any representation or warranty made by Client or any employee or sales representative or agent of Client to any third person other than as specifically authorized by this Agreement, (D) negligence of Client or its subcontractors, sales representatives, agents or employees, or (E) any alleged or actual violations by Client or its subcontractors, employees, sales representatives or agents of any governmental laws, regulations, or Rules.

VIII. Confidentiality

8.1 **Information.** Client agrees that it will not use for any purpose other than as necessary to carry out its obligations under this Agreement, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of Primus, and that Client will safeguard such information and data by using the same degree of care and discretion that it uses to protect its own confidential information. Client will not be obligated to maintain the confidentiality of information: (A) it is required to reveal in performing its obligations under this Agreement, (B) that is or becomes within the public domain through no act of Client in breach of this Agreement, (C) was in the possession of the Client prior to its disclosure under this Agreement, and Client can prove that, (D) received from another source that has no restriction on use or disclosure, or (E) is required to be disclosed by state or federal law, provided, however, that Client shall promptly inform Primus of the operation of this Section 8.1.E to enable Primus to defend nondisclosure of its confidential information. Primus shall have the right to inspect Client's premises to ensure that confidential information is properly protected from disclosure, damage or theft.

8.2 **Remedy.** In the event of a breach of this Section, the parties agree that Primus will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, Primus will be entitled to injunctive relief in addition to any other rights to which Primus may be entitled as decided by a court of competent jurisdiction.

IX. Warranty of Application

Client represents and warrants to Primus that all information and all statements contained in each Customer application are true, correct and complete as if set forth in this Agreement. Client further agrees to notify Primus in writing within 10 days of any changes which may occur from time to time regarding any information contained in Customer application, including but not limited to the identity of principals and/or owners, the form of business organization, type of goods and services provided, and how sales are completed. Primus may from time to time request updated credit information on Client's business and Client agrees to provide updated financial statements and other information within 10 days of Primus' request. Client shall be liable for any and all losses, costs, claims, and expenses suffered or incurred by Primus, arising out of or resulting from Client's failure to report all such changes to Primus.

X. Limitation of Liability

The liability, if any, of Primus under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of any fees paid by Client for the preceding 3 month period, measured from the date the liability accrues. Any legal action undertaken by Client pursuant to any of the terms or conditions or the interpretation of this Agreement shall be commenced within 6 months of termination of this Agreement. Client agrees that after 6 months has expired, no legal action against Primus may be brought in any court regarding any term or condition of this Agreement. In no event will either party to this Agreement be liable for indirect, special, or consequential damages even if advised of that possibility.

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XI. General

11.1 Assignability. Client may not assign this Agreement, either directly or by operation of law, without the prior written consent of Primus and any unauthorized attempted assignment will be null and void.

11.2 Notice. All communications under this Agreement will be in writing and will be delivered in person or by mail courier, return receipt requested, addressed to the following:

If to Primus:	Primus Payment Solutions, Inc. 9841 Irvine Center Drive # 130 Irvine, CA 92618 Attn: General Counsel
If to Client:	Mailing Address as stated in Section 1 of the ACH Processing Agreement _____ _____ Attn: Principal #1 as stated in Section 2

The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

11.3 Entire Understanding, Amendment. This Agreement, including the attached Exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter. Except as otherwise provided in this Agreement, this Agreement may not be amended except in writing executed by both parties.

11.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the provisions hereunder.

11.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

11.6 Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns. This Agreement will not be deemed to be for the benefit of any third party.

11.7 Applicable Law. The Agreement will be deemed to be a contract made under the laws of the State of California and will be construed in accordance with the laws of California without regard to principles of conflicts of law. The exclusive forum and venue for the adjudication of any rights, claims or disputes arising out of or in connection with this Agreement shall be the federal or state courts of California. The parties specifically waive the right to a jury trial in connection with any dispute arising out of this Agreement, or between the parties for any reason.

11.8 Independent Contractors. Primus and Client will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

11.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All Sections mentioned in the Agreement reference section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

11.10 Force Majeure. Neither party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

11.11 Survival. All agreements that by their context are intended to survive the termination of this Agreement, including but not limited to Article II, Article V, Article VII, Article VIII, Article X and Article XI, will survive termination of this Agreement.

11.12 Attorney's Fees. If any court holds that a party has breached this Agreement, then the non-defaulting parties will be entitled to recover expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

11.13 Counterparts/Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signatures to this Agreement may be evidenced by facsimile copies or PDF copies reflecting the party's signature, and any such facsimile copy or PDF copy shall be sufficient to evidence the signature of such party as if it were an original signature.

Primus Payment Solutions, Inc.

CLIENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 200_

Date: _____, 200_