

CERTEGEY WELCOME CHECK WARRANTY AGREEMENT

Certegey Check Services, Inc., a Delaware corporation, ("Certegey") and the undersigned ("Client") agree as follows:

1. **Engagement.** Client exclusively engages Certegey to act as its agent for the sole purpose of providing check authorization services in accordance with this Welcome Check Warranty Agreement ("Agreement") to assist Client with the origination and acceptance of check transactions and with check sales risk management (the "Service") for the Locations listed on Exhibit A and any future establishments/locations created or acquired by Client hereafter.
2. **Term.** This Agreement is effective _____, 2006 ("Effective Date"), upon its acceptance by Certegey in St. Petersburg, Florida, and shall remain in effect for an initial period of 1 year. After the initial period, the term shall be extended automatically for successive 30-day periods. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least 30 days prior to the end of that period.
3. **Fees.** If checked, _____ addenda are attached.

3.1 Client shall pay Certegey within 20 days of the applicable invoice date, the following fees:

Check Authorization Request				
% ("Rate") of the Check amount plus, for each Check processed during December, the Rate shall be increased by .10%.				
Set Up		Monthly Minimum		Client Initiated/ Operator Assisted Call
Initial Location \$125.00	Each Additional Location \$75.00	\$ per <input type="checkbox"/> Location or <input type="checkbox"/> corporate total (excluding all Client Initiated/Operator Assisted Calls)		\$2.00

3.2 Client authorizes Certegey, or its agent, to electronically collect all amounts owed under this Agreement via a monthly automated clearing house ("ACH") transfer, pursuant to the rules of the National ACH Association, from the account ("Account") at the financial institution identified below. Client shall provide Certegey with written notice of any change in the Account information, within 3 business days of the date of the change. Client's financial institution is solely responsible for properly applying all credits and debits to Client's Account. In the event an ACH transfer attempt fails or is not used by Certegey, Client shall pay Certegey in St. Petersburg/Tampa, Florida all fees owed within 30 days of the applicable invoice date. Client shall pay Certegey a monthly \$15.00 fee per invoice statement during any period that Client's invoices are not collected via an ACH transfer.

3.3 Certegey, by deferring the payment of amounts due under this Agreement, is extending commercial credit to Client.

4. **Authorization.**

4.1 Except as set forth below, Client shall request authorization from Certegey exclusively for all checks drawn on U.S. or Canadian domiciled financial institutions ("Institutions") in U.S. dollars ("Checks") presented by businesses or individuals (collectively, "Checkwriters") at any of the facilities listed on Exhibit "A" to this Agreement (collectively, "Locations") prior to the Checkwriter leaving the Location. Client may add Locations at anytime; however, Locations may not be deleted unless Client completely discontinues business at the Location. Certegey may modify its fees if Locations are added or deleted. Certegey makes no representation or warranty that it will be available to respond to every authorization request from Client, and Client should make alternative arrangements for times when the Service is unavailable.

4.2 To request authorization for a Check, Client shall transmit to Certegey, using the correct station number, the dollar amount of the Check and the following: (Check all applicable boxes)

- DL - Checkwriter's/Representative's government-issued driver's license or identification card number together with the issuing state or province ("License Number")
- DOB - The date of birth ("DOB") of Checkwriter or, if a business Check, the person that presented it ("Representative")
- Check Number - The commercially imprinted and serialized number of the Check ("Check Number")
- FM1 - The magnetic ink character recognition ("MICR") number of the Check which is made up of the Institution's transit and routing number and Checkwriter's account number
- FM2 - DL and FM1 information combined
- ID Free - FM1 (MICR number); and for personal Checks, on request, the DOB and the License Number
- Short MICR - The portion of the MICR number identifying Checkwriter's account number as instructed by Certegey

4.3 If a Check is authorized, Client shall record the applicable authorization number on the Check, but if not authorized, and Client determines that it will not otherwise accept the Check, Client shall politely and discreetly advise the Checkwriter of this fact and provide the Checkwriter with a Certegy-supplied card, highlighted in accordance with Certegy's directions, describing how to contact Certegy directly.

4.4 Client shall not request authorization from Certegy for a Check that:

- (a) is a traveler's check, money order, payroll check, cashier's check, counter check, starter check, sight draft, is payable to "cash" or "bearer", is exchanged in whole or part for cash, or is one of multiple Checks presented to Client as payment for a single transaction;
- (b) was previously denied authorization based upon the same or different information or was previously the subject of a referral message from Certegy; provided that Client may request authorization following a denial in the event the information was originally entered incorrectly; or
- (c) is given as a substitute for a Check previously presented, whether or not the previous Check was authorized by Certegy or is presented as a replacement Check following a decline, referral or other message from Certegy regarding the same or related transaction, even if for a different dollar amount; or
- (d) is presented for goods and/or services not concurrently provided, or where ownership is not concurrently conveyed to the Checkwriter, including any Check given for a gift certificate, lay-away, lease, rental or other similar transaction, except that Client may request authorization of a Check for the last installment of a lay-away transaction when title and possession of the goods is provided to the Checkwriter at that time.

4.5 Any Check described in subsection 4.4 shall be deemed unauthorized and ineligible for warranty coverage, even if an authorization number is obtained.

4.6 Client recognizes and agrees that in order for Certegy to (i) control losses due to dishonored checks and (ii) maintain the Rate, Client must maintain and enforce at all times a check acceptance policy which includes all of the requirements listed below (the "Check Policy"). Accordingly, Client shall maintain and enforce, and train its staff to comply with, the Check Policy to ensure that the requirements of this subsection 4.6 are followed.

- (a) the MICR number, Check number and name of the Checkwriter are all commercially imprinted on the Check; and Checkwriter is not an employee or agent of Client;
- (b) the Checkwriter's U.S. or Canadian street address, zip code are either commercially imprinted or written on the Check at the time of authorization;
- (c) the Check is dated within 1 day, and deposited within 5 business days of the date Client requested authorization; and Client submits to Certegy all required Warranty Claim documents as defined in subsection 6.2, so that they are postmarked no more than 30 days from the Check date;
- (d) the corresponding Certegy authorization number and if required by subsection 4.2, the License Number of the Checkwriter/Representative were written on the Check at the time of authorization;
- (e) the Check, by itself, or in combination with a form of payment other than another Check, was received by Client as full payment in a current and final transaction involving the Checkwriter (if the Check was for goods, the goods must not be returned or repossessed and if the Check was for services, the services must be fully performed);
- (f) the Check does not contain erasures and was not altered, unless the erasures or alterations were initialed by the Checkwriter at the time of authorization;
- (g) Client obtained authorization prior to having any knowledge of the closing of, or government-imposed restrictions on withdrawals from, the Institution; and
- (h) the Checkwriter's 10-digit telephone number, or, in the case of a Checkwriter with no telephone number, the words "No Phone", are either commercially imprinted or written on the Check at the time of authorization.

If Client maintains and enforces the Check Policy, Certegy shall pay Client for a Warranty Claim that qualifies for warranty coverage under this Agreement even if that Check fails to meet all the requirements of this subsection 4.6; provided, however, Certegy shall pay Client 70% of a Warranty Claim that qualifies for warranty coverage under this Agreement if the Check fails to include the information set forth in subsection 4.6(h) above. Client's failure to maintain and enforce the Check Policy may result in an increased Rate.

5. **FCRA Notices.** Client acknowledges receipt of the following documents from Certegy which describe certain obligations under the Fair Credit Reporting Act: (i) *Notices to Furnishers of Information; Obligations of Furnishers Under the FCRA* and (ii) *Notice to Users of Consumer Reports; Obligations of Users Under the FCRA* (collectively, the "FCRA Notices"). The FCRA Notices are attached to and made a part of this Agreement.

6. **Limited Warranty.**

6.1 Certegy warrants to Client that an authorized Check will be eligible for warranty coverage under this Agreement when presented for payment if:

- (a) the Check was authorized by Certegy based upon information accurately provided by Client and the Check is not presented as a consequence of fraudulent activity by Client or its agents;
- (b) the Check is payable exclusively to Client, is authorized, processed, assigned and endorsed in accordance with the terms of this Agreement, and is not otherwise excluded from authorization and/or warranty coverage; and the Check is not deemed "non-negotiable" by the Institution (e.g., not honored due to missing or incomplete signatures or other information and including, but not limited to, restrictions on the Check amount or date);
- (c) the Checkwriter does not "stop payment" on the Check; if the Check was for goods, the goods must not be returned or repossessed and if the Check was for services, the services must be fully performed;
- (d) all notices were posted in compliance with section 10 of this Agreement; and
- (e) Client maintains and enforces a Check Policy in accordance with subsection 4.6 and did not redeposit the Check after its initial dishonor.

All information required to be written on the Check by Client may be "franked" by Client's point-of-sale terminals.

6.2 In the event a Check that complies with subsection 6.1 is not honored by the Institution, Certegy shall pay Client, on behalf of the Checkwriter, the face amount of the Check (not to exceed \$30,000) upon receipt of: (i) the dishonored Check properly endorsed to Certegy; and (ii) the completed Check submission form, (collectively, "Warranty Claim"). Required Warranty Claim documents postmarked more than 60 days from the Check date will be ineligible for this warranty coverage. If Warranty Claim documents are forwarded to Certegy by someone other than Client, Client shall remain responsible for compliance with all terms of this Agreement. Client shall be responsible for replacing any required documentation if it is lost, stolen or misplaced.

6.3 Certegy shall pay Warranty Claims within 30 days after their receipt and approval; provided that, due to seasonal volume, payment of Warranty Claims for Checks dated in December or January may be paid up to 45 days after their receipt and approval. Payment of approved warranty claims shall be paid by an ACH transfer into the account designated by Client, subject to Client authorizing, and Certegy receiving, ACH payment under subsection 3.2 of this Agreement. Client shall sign the appropriate forms authorizing those ACH transfers into its account by Certegy. Certegy may elect not to authorize a Check for reasons other than derogatory information relating to the Checkwriter. Accordingly, Client should exercise its own judgment in determining whether or not to accept a Check and should not draw any adverse conclusions about the credit worthiness of a Checkwriter if the Check is not authorized. Certegy's payment of Warranty Claims for authorized Checks shall satisfy any and all obligations of Certegy in connection with this Agreement and shall be Client's sole and exclusive remedy for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorney's fees (collectively, "Losses") relating to Certegy or its performance under this Agreement. THE SERVICE IS PROVIDED "AS IS" AND CERTEGY DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION.

7. **Subrogation and Assignment.** Client is authorized to negotiate and be paid for Checks it receives in the ordinary course of its business unless otherwise instructed in writing by Certegy following an "Event of Default", as defined below. Client's submission of a Warranty Claim shall be deemed an immediate assignment and subrogation of all right, title and interest in the corresponding Check to Certegy. Client shall do whatever is necessary to secure Certegy's right, title and interest in Warranty Claim Checks; shall cooperate with Certegy in its confirmation of such right, title and interest; shall do nothing to prejudice such right, title or interest; and shall do nothing to impair Certegy's ability to collect those Checks. In its capacity as assignee and/or subrogee, Certegy is authorized to collect authorized Checks in its own name and on its own account. Client irrevocably authorizes and appoints Certegy as its attorney-in-fact to: (i) prepare, execute and file statements, notices to financial institutions and other papers which Certegy deems appropriate to acknowledge, confirm or perfect its rights and interest in authorized Checks; (ii) sign any law enforcement reports, affidavits or other papers which are necessary to prosecute Checkwriters; and (iii) collect returned Checks, together with service charges and permissible damages. Client shall, upon request, reasonably cooperate with and assist in collection efforts and/or the prosecution of Checkwriters, including making its employees and agents reasonably available to testify.

8. **Advertising.** Certegy shall have the right to identify Client as a user of the Service in its marketing materials. Whenever reasonably possible, Client shall display: (i) Certegy's trade name and/or logo in the form provided by Certegy with equal prominence in any advertising of Client that displays trade names or logos of any other payment mediums accepted by Client; and (ii) Certegy's Welcome Check Gold applications at any Location requested by Certegy.

9. **Notification of Payment and Return of Goods.** Client shall notify Certegy's Merchant Accounting Department immediately by telephone, with the Checkwriter's identity, of (i) any payment received on a Check that has been submitted to Certegy as a Warranty Claim and (ii) any goods returned by a Checkwriter where the Checkwriter paid for the goods with a Check that was submitted as a Warranty Claim. Client shall comply with Certegy's instructions for processing such payment or return of goods. When a Checkwriter of a dishonored Check claims to have paid Client directly or claims to have returned the goods, in whole or in part, to Client, Client shall provide such information reasonably requested by Certegy to verify the status of such Warranty Claim within 10 days of receipt of such request (the "Verification Request"). In the event Client fails to comply with the Verification Request, Certegy may treat that Warranty Claim as paid in full by the Checkwriter and, at Certegy's election, offset or recoup any amount Certegy paid to Client from any amount owed Client.

10. **Notices Required To Be Displayed At Point-Of-Sale.** Client shall display Certegy-supplied notices at the point-of-sale at each of its Locations as well as in any catalogs or mail-order forms, so that they are clearly visible to all Checkwriters, including, but not limited to, (i) any notice

that is required by applicable law and ACH rules; and (ii) a service charge notice that applies to all dishonored Checks and electronic transactions. Certegy may modify those notices, from time to time, by providing advance written notice to Client. If Client fails to display the most current form of notice, Client shall be responsible to reimburse Certegy for any amounts Certegy is unable to collect, or incurs, as a result of that failure.

11. **Confidentiality.** Client shall treat all information that comes to its attention in connection with the performance of this Agreement, including, but not limited to, information concerning Checks and Checkwriters, as strictly confidential ("Confidential Information") and certifies that it shall utilize confidential information only as necessary for the performance of its obligation under this Agreement. Certegy may use the information it receives from Client relating to Checks and Checkwriters for the Service or for any of its other products or services. Without limiting the foregoing, the parties agree that the Rate to be paid by Client under this Agreement shall be deemed confidential, and shall not be disclosed by Client or its representative to any other party without Certegy's prior written consent.

12. **Indemnification.** The parties, in recognition of valuable consideration each has received, shall indemnify, defend and hold the other party and their officers, agents and employees harmless from and against any and all Losses asserted by a third party resulting from, arising out of, or incurred in connection with the indemnifying party's: (i) gross negligence or willful misconduct resulting in personal injury or property damage; (ii) failure to comply with applicable law; or (iii) failure to comply with the terms of this Agreement. Without limiting the foregoing, Client acknowledges the foreseeability of loss or damage to Certegy should Client fail to comply with the sections labeled "Notification of Payment and Return of Goods" and "Confidentiality". The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any possible claim; (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the claim not arising, in whole or in part, out of the actions of the indemnified party.

13. **Relationship.** Certegy is an independent contractor. Neither Certegy, nor any of its representatives, shall be considered an employee of Client. Except as specifically agreed by the parties, Certegy has the sole obligation to supervise, manage, contract, direct, procure, perform its obligations under this Agreement. Certegy reserves the right to determine which of its representatives shall be assigned to perform its obligations, and to replace or reassign such representatives as it deems appropriate.

14. **Limitation of Liability.** All statements, invoice and reports shall be considered final if Certegy has not received from Client written notice of any disputed item(s) within 90 days of the statement date. Under no circumstances shall Certegy be liable for any Losses caused, directly or indirectly, in whole or in part, by: (i) Client; (ii) a third party; (iii) incorrect or incomplete Check or Checkwriter data; or (iv) any failure not directly attributable to Certegy. In addition, Certegy shall not be liable for any Losses unless Client provides written notice to Certegy of the event that gave rise to the alleged liability within 30 days of its occurrence. No action arising out of this Agreement or the Service may be brought by Client more than 1 year after the occurrence of the event that gave rise to the action. Any Certegy liability arising out of this Agreement and/or out of the Service is in all cases limited, in the aggregate, to the lesser of the amount of fees paid for the Service during the 1-year period immediately preceding the event that gave rise to the liability or the then-current term of this Agreement. Certegy shall not be liable for any indirect, incidental, consequential, special, delay, economic, punitive or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the Service or this Agreement, even if Certegy has been advised of the possibility of such damage.

15. **Additional Remedies.** In addition to any other remedies at law or in equity to which it is entitled, Certegy reserves the right to suspend its performance or terminate this Agreement during any period in which Client is in default for more than 15 days, is the subject of a bankruptcy action, suffers the appointment of a receiver either voluntarily or involuntarily, or commits any act with the intent to defraud Certegy (collectively, "Event of Default"). Due to the likelihood of irreparable injury, Certegy shall be entitled to an injunction prohibiting any continuing breach of sections 9, 11 or 12. Certegy may offset or recoup the amount of any erroneous payments to Client or other amounts due Certegy against or from any amounts owed Client for payment of Warranty Claims or otherwise, or at its election, obtain reimbursement from Client on demand. Certegy shall at all times be entitled to suspend payment of amounts due Client to determine the amount subject to any offset or recoupment. In addition, Client shall pay Certegy a monthly late charge equal to the lesser of 1½% or the maximum allowed by law for any amount remaining unpaid 30 days after invoice. Certegy reserves the right to charge Client its then-current rates for reports or other services not specified in this Agreement.

16. **Modifications.** This Agreement may be modified by Certegy upon 30-day written notice to Client or otherwise only by the written agreement of the parties.

17. **Miscellaneous.**

17.1 Client shall not subcontract, assign, or subrogate any interest, obligation or right under this Agreement without Certegy's prior written consent. Any dissolution, merger, consolidation, reorganization or transfer of substantially all assets or a controlling percentage of the corporate stock of Client, shall constitute an assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

17.2 Client submits to the jurisdiction of, and this Agreement shall be governed by the laws of, the state of Florida. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction in Pinellas County, Florida. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO LITIGATION ARISING OUT OF THIS AGREEMENT.

17.3 Neither party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

17.4 In order to maintain quality service, telephone communications with Client may be monitored and/or recorded without any further notice or disclosure.

17.5 Certegy shall not be liable for any loss or damage or failure due to causes beyond its control, including earthquake, war, fire, flood, power failure, strikes, riots, epidemics, telecommunication failure, the failure or closure of a financial institution, computer malfunctions, acts of God or other catastrophes, or error not caused or reasonably anticipated by Certegy.

17.6 The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

17.7 If Client is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law, Client consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including, any stay imposed by the United States Federal Bankruptcy Code, as amended.

17.8 Each party, and each person signing on behalf of a party, represents and warrants that they have the full legal capacity and authority to enter into and perform the obligations of this Agreement without any additional consent or approval.

17.9 This Agreement, together with any documents referenced herein, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are canceled in their entirety.

17.10 This Agreement shall not be construed more strongly against either party regardless of who is more responsible for its preparation.

17.11 If there is a conflict between a part of this Agreement and any present or future law, regulation or other regulatory mandate or requirement, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law, regulation regulatory mandate or requirement. Such curtailment may commence as quickly as necessary to endure full compliance with applicable law, regulation, regulatory mandate or requirement. Furthermore, in that event, the parties agree to negotiate in good faith to amend this Agreement in such a manner as will provide each party with the same economic benefit while still complying with all applicable laws and regulations.

17.12 All notices, including invoices, given in connection with this Agreement, shall be in writing and deemed received 72 hours after deposit in the first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth in this Agreement or, in the alternative, in the case of notice to Client, to the same address its invoices are sent under this Agreement.

17.13 Client shall be liable for solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable customs, duties, sales taxes, use taxes, value-added taxes, excise charges or brokerage fees; but excluding Certegy's property and income taxes. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities.

17.14 Sections 9, 11, 12, 14 and 15 as well as subsections 17.2 and 17.13 shall survive any termination of this Agreement.

NAME _____

CERTEGY CHECK SERVICES, INC.

By: _____
Signature

By: _____
Signature

Name and Title

Name and Title

Address of Client: _____

Date of Acceptance: _____

City, State, Zip Code: _____

11601 Roosevelt Blvd.

Tel: _____

St. Petersburg, FL 33716

Fax: _____

Tel: 727-556-9000

Fax: 727-556-9196

Complete the boxes below with the appropriate information.

Name and Title of Contact	Client's Financial Institution	Account Number	Sales Representative Name
Client's FEI Number	Institution's Address	Transit and Routing Number	Sales Representative Number
Institution's City, State and Zip Code			Certegy Client Number

**FULL STOP PAYMENT WARRANTY ADDENDUM
TO CERTEGY WELCOME CHECK[®] WARRANTY AGREEMENT**

By this Full Stop Payment Warranty Addendum ("Addendum"), the following terms are added to or modify that Welcome Check Warranty Agreement ("Agreement") by and between Certegy Check Services, Inc. ("Certegy") and the undersigned ("Subscriber"), to which this Addendum is attached:

1. **Limited Warranty.** Notwithstanding subsection 6.1(c) of the Agreement, Certegy shall purchase any Warranty Claim for a Check that is not honored by the Institution because the Checkwriter instructed the Institution to "stop payment" on the Check, regardless of the reason for the "stop payment", provided the Check otherwise satisfies the conditions of the Agreement. Subscriber shall reasonably cooperate with Certegy in attempting to resolve any and all bona fide disputes involving the transaction associated with the "stop payment".
2. **Definitions and Conflicts.** All terms not specifically defined in this Addendum shall have the same meaning as in the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, this Addendum shall control.
3. **Effective Date.** This Addendum shall be effective on the later of the Effective Date of the Agreement or _____.

Full Business Name of Subscriber

By: _____
Signature

Name and Title

("Subscriber")

CERTEGY CHECK SERVICES, INC.

By: _____
Signature

Name and Title

("Certegy")

Note:

Please remember to include a voided check from the account that the deposits will be credit to and the service fees will be debited from.