



Citizens Bank (Member Financial Institution)
600 Morgan Falls Road, Atlanta, GA 30350

CUSTOMER PROCESSING AGREEMENT PROCESSING FEE SCHEDULE

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Sales Order No.

FEEES APPLY ONLY TO SERVICES USED

Application Type New to Credit Card Processing Currently Processing Credit Card (Rewrite)

BUSINESS INFO

Legal Business Name: _____

DBA Name: _____

Legal Address: _____

City: _____ State: _____ Zip: _____ Business Open Date: _____ mm _____ yyyy

Contact Name: _____

Business Phone: _____ Business Fax: _____

Email Address: _____

I would like to receive online statements at the above listed email address. I understand that by accepting this option, I will not receive a mailed statement.

If Cards Are Currently Accepted, Please Identify Where: Over Internet Retail Location How Long: _____ (Years)

Are you currently a customer of Citizens Financial Group (i.e., Citizens Bank of Rhode Island, etc.)? If yes, please indicate the institution's name: _____

Business Ownership Type

Sole Proprietorship Partnership Corporation - Public Corporation - Non-Public Non-profit Organization LLC Government Entity

Federal Tax ID #: _____ SIC: _____ Customer Monthly Volume: _____ Customer Average Ticket: _____ Customer High Ticket: _____

Proof of Tax ID Number*: Yes No *Proof of Tax ID number and verification as issued by the Internal Revenue Service

Has this company ever had any cardholder account information compromised? Yes No Merchant Initials If Yes, When? _____

Swiped / Non-Swiped Percentages*

Face-to-Face (Swiped) _____% Imprinted (Non-Swiped) _____% MO/TO (Non-Swiped) _____% Internet (Non-Swiped) _____%

Financial Institution (F/I)? Money Services Business (MSB)?

US Non-US Yes No

F/I ID#: _____

Website Address: _____

*Website address required for any % of Internet transactions or total Non-Swiped greater than 20%

Does this location accept Advance Payments? Yes No

If Yes, please answer the following questions below.

Payment Types:

Deposit taken Full Payment Membership / Insurance / Subscriptions, etc.

What is the average percentage of the deposits being paid in advance? _____

Number of days the deposit is paid to the merchant in advance of the full payment? _____

Number of days after full payment is made to the merchant until customer takes delivery of goods / services? _____

Average number of days to complete the service after purchase (e.g. length of membership, insurance policy, subscriptions, etc.)? _____

What percentage of the annual bank card volume is based on the payment terms above? _____

Warranties

Monthly volume attributable to warranties \$ _____ Average length of warranty outstanding (# of months) _____ Who reinsures warranty liability? _____

Description of Products & Services Sold: _____

PRINCIPAL INFO

Principal Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Home Phone: _____

SSN#: _____ DOB: _____ mm _____ dd _____ yyyy Percent Ownership _____ %

US Citizen? If no, provide country of citizenship _____

Politically Exposed Person?



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PRINCIPAL INFO	Principal Name: _____ <div style="text-align: center; font-size: 8px;"> First M Last </div> Address: _____ City: _____ State: _____ Zip: _____ Home Phone: _____ SSN#: _____ DOB: _____ Percent Ownership _____ %* <div style="font-size: 8px; margin-left: 200px;"> mm dd yyyy </div> <input type="checkbox"/> US Citizen? If no, provide country of citizenship _____ <input type="checkbox"/> Politically Exposed Person? _____ <div style="text-align: right; font-size: 8px;">>(*Must be 20% or greater)</div>
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PRINCIPAL INFO	Principal Name: _____ <div style="text-align: center; font-size: 8px;"> First M Last </div> Address: _____ City: _____ State: _____ Zip: _____ Home Phone: _____ SSN#: _____ DOB: _____ Percent Ownership _____ %* <div style="font-size: 8px; margin-left: 200px;"> mm dd yyyy </div> <input type="checkbox"/> US Citizen? If no, provide country of citizenship _____ <input type="checkbox"/> Politically Exposed Person? _____ <div style="text-align: right; font-size: 8px;">>(*Must be 20% or greater)</div>
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INITIAL	<input type="checkbox"/> Additional Principals Information Form Required
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Visa®, MasterCard®, Discover® and JCB® Credit Processing		
<input type="checkbox"/> Accept All Visa, MasterCard, Discover and JCB Consumer Credit and Commercial Cards and Signature Debit Cards Please Select Rate Pricing Structure <input type="radio"/> 3-Tier Pricing <input type="radio"/> 4-Tier Pricing <input type="radio"/> Cost Plus Pricing	<b style="font-size: 8px;">3-Tier and 4-Tier Rates <div style="font-size: 8px; margin-bottom: 5px;"> Item Fee: \$.____ Per Transaction </div> <div style="font-size: 8px; margin-bottom: 5px;"> Tier 1 Discount Rate: ____% Per Transaction </div> <div style="font-size: 8px; margin-bottom: 5px;"> Tier 2 Surcharge: ____% Per Transaction </div> <div style="font-size: 8px; margin-bottom: 5px;"> Tier 3 Surcharge: ____% Per Transaction </div> <div style="font-size: 8px; margin-bottom: 5px;"> Tier 4 Surcharge*: ____% Per Transaction </div> <div style="font-size: 8px; margin-left: 100px;"> *Only applicable for merchants with 4-Tier pricing </div>	<b style="font-size: 8px;">Cost Plus Rates Cost Plus Processing Fee: ____% Per Transaction \$____ Per Transaction <div style="font-size: 8px; margin-top: 5px;"> <small>Merchants are responsible for the percentage and/or transaction fee listed here plus any card issuer costs involved.</small> </div>

Discover Network® Accounts	
<input type="checkbox"/> Discover Network Retained Account <small>Merchants who are on the "Discover Retained Merchant Accounts" list will continue to settle Discover transactions through Discover. Rates negotiated with Discover will apply on all Discover transactions in place of RBS Lync 3-Tier, 4-Tier, or Cost Plus credit transaction pricing structures. The RBS Lync item fee, as specified in this section, will be added to Discover Retained Merchant Accounts in addition to the negotiated Discover rates and will be charged by RBS Lync.</small>	Existing Discover Merchant #: _____ RBS Lync Item Fee: \$.____ Per Transaction

American Express®		
<input type="checkbox"/> Apply for American Express <input type="checkbox"/> Apply for American Express Reverse PIP Amex Discount Rate: ____% Per Transaction <input type="radio"/> American Express \$5.95 Monthly Flat Fee Pricing	<input type="checkbox"/> Existing American Express Customer Existing Amex Merchant #: _____ Existing Amex CAP #: _____ <div style="font-size: 8px; margin-left: 100px;"> (For existing, multi-location customers only) </div>	<input type="checkbox"/> Merchant Initials <small>(Required for Application to Amex)</small> <div style="border: 1px solid black; width: 80px; height: 30px; margin: 5px auto;"></div> RBS Lync Item Fee: \$.____ Per Transaction <small>Merchants processing with American Express will be billed the Amex Discount Rate or \$5.95 Monthly Flat Fee by American Express directly. The RBS Lync item fee will be charged to the merchant by RBS Lync but does not apply to reverse PIP merchants.</small>

PIN Debit Processing	EBT
<input type="checkbox"/> Accept Consumer PIN Debit Cards Debit Access Fee: \$ ____ Per Month Debit Item Fee*: \$.____ Per Transaction Denials & Voids Fee*: \$.____ Per Transaction Batch Totals Fee: \$.____ Per Transaction <div style="font-size: 8px; margin-top: 5px;"> <small>*Plus Fees from individual card companies and/or debit networks.</small> </div>	<input type="checkbox"/> Accept EBT EBT Access Fee: \$ ____ Per Month EBT Item Fee: \$.____ Per Transaction Denials & Voids Fee: \$.____ Per Transaction Batch Totals Fee: \$.____ Per Transaction <div style="padding-top: 10px;"> <b style="font-size: 8px;">Retailer will issue benefits in the form of: <input type="radio"/> Food Stamp and Cash Benefits <input type="radio"/> Food Stamp Benefits Only <input type="radio"/> Cash Benefits Only <div style="margin-top: 5px;"> <b style="font-size: 8px;">FNS Number: _____ <small>(Food Stamps Merchants Only)</small> </div> </div>

MISC. FEES		
Administrative: \$ ____ Per Month Minimum Processing: \$ ____ Per Month Chargeback Handling: \$ ____ Per Chargeback	ACH Reject, NSF or Returned Check: \$ ____ Per Occurrence Voice Authorization: \$.____ Per Call Voice Authorization Referral: \$ ____ Per Call	Voice AVS Request: \$ ____ Per Call Batch Header: \$.____ Per Occurrence _____ \$ ____



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PROCESSING FEE SCHEDULE

Sales Order No. [] [] [] [] [] [] [] [] [] []

FEES APPLY ONLY TO SERVICES USED

PETRO SERVICES section with columns for Wright Express (WEX), Fuelman (FleetCor), Fleet One, and Voyager. Includes checkboxes for applying for services and RBS Lynk item fees.

GIFT & LOYALTY section with columns for Gift Cards and Loyalty Cards. Includes checkboxes for accepting cards, item fees, and order processing fees.

INTERNET SERVICES section with columns for Shopping Carts and Internet Gateways. Includes checkboxes for accepting transactions, shopping cart types, and gateway options.

SOFTWARE section with columns for Selected Software and Software Fees. Includes checkboxes for accepting transactions via LynkVT, Lynk MultiPay, Micros, and Datacap.

OTHER SERVICES - Wireless Services section. Includes checkboxes for accepting transactions via MobileLynk and Other Wireless, with associated service fees.

OTHER SERVICES - Check Services section. Includes checkboxes for applying for CrossCheck Services and currently accepting check services.

OTHER SERVICES - Equipment Insurance And Supplies, RFID, and ARU sections. Includes checkboxes for accepting services and selecting equipment types.



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Sales Order No.

FEES APPLY ONLY TO SERVICES USED

POS / VAR Application Name: _____ This information is required for industry compliance purposes. Version No. _____

EQUIPMENT

	<u>N</u>	<u>E</u>	<u>R</u>	<u>X</u>	<u>Model/Description</u>	<u>Serial Number</u>
Terminal	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____	_____
Printer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____	_____
PIN Pad	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____	_____
Check Reader	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____	_____
Other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____	_____

Store Name: _____
(As it is to appear on receipt header and imprinter plates)

Store Return Policy on Terminal Receipt:
 All Sales Final No Refunds Store Credit Only

Imprinters Needed Qty. Plates Long Short Auto-Close Yes No Auto-Close Time AM PM Time Zone EST MTN CNT PAC Hawaii CVV Yes No AVS Yes No Tips Yes No Prompt for Server/Cashier # Yes No

MERCHANT ACCEPTANCE AND GUARANTY

The Customer hereby agrees to RBS Lynk's standard Terms and Conditions for Customer Processing Agreements. These Terms and Conditions either appear on the reverse side of this form or are attached hereto. By signing below, I represent that (i) I have received and reviewed a copy of the Terms and Conditions and (ii) the information I have provided on the Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate.

Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to your account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

A consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

USA PATRIOT Act

In order to assist the U.S. government in its efforts to fight the funding of terrorism and money laundering activities, RBS Lynk is required to obtain, verify, and record information that identifies persons and entities who establish business relationships with RBS Lynk. What this means for you: When establishing a contractual relationship with RBS Lynk, we will ask for the legal name of the entity or person (i.e. business, principal, and contact), physical address, date of birth for individuals, date of incorporation or date business started for entities, tax identification number for businesses, and social security number for individuals. Additional information may also be required.

(Authorized Signature) (Print Name) (Title) (Date)

(Authorized Signature) (Print Name) (Title) (Date)

(Authorized Signature) (Print Name) (Title) (Date)

The undersigned further hereby unconditionally guarantees to Bank and RBS Lynk the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Bank or RBS Lynk all expenses incurred in collecting such obligation.

(Signature) (Date) (Signature) (Date)

(Signature) (Date)

SITE

The undersigned sales representative attests that a site inspection of the above named customer's premises was conducted and that the customer has the proper facilities, equipment, inventory and licenses required to conduct the business.

(Authorized Signature) (Print Name) (Date)

CUSTOMER PROCESSING AGREEMENT

TERMS AND CONDITIONS

This Customer Processing Agreement (the "Agreement") made by and among RBS Citizens, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, RI 02903 ("Bank") and RBS LYNK Incorporated with offices at 600 Morgan Falls Road, Atlanta, Georgia 30350 ("RBS LYNK") and Customer.

WHEREAS, Bank is a member in good standing of Visa USA, Inc. ("Visa®") and MasterCard® International, Inc. ("MasterCard") (collectively, "Visa/MasterCard") and in connection therewith provides sponsorship and settlement services to businesses accepting credit cards and debit cards under the Visa/MasterCard programs;

WHEREAS, Bank is a sponsoring member of certain other debit card associations or networks and in connection therewith provides sponsorship and settlement services to businesses accepting debit cards;

WHEREAS, RBS LYNK is designated as a transaction processor and provides certain processing services in connection with the acceptance of the transaction cards of Visa/MasterCard, the transaction cards of Discover® Financial Services, LLC ("Discover"), and the transaction cards of certain others in accordance with this Agreement;

WHEREAS, Customer sells goods and services to consumers or businesses and desires to accept transaction cards as a form of payment for such goods and services; and

WHEREAS, Customer desires to contract with Bank and RBS LYNK to process and settle Visa/MasterCard/Discover transactions and process and/or settle other credit card and debit card ("Non Visa/MasterCard/Discover Card") transactions;

NOW, THEREFORE, in consideration of the above recitals and the promises and payments as set forth herein, and subject to the terms and conditions hereof and the attachments hereto, and other good and valuable consideration, the receipt and adequacy of which is acknowledged, Bank, RBS LYNK and Customer agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer, as contemplated by this Agreement.

"Card Association" shall mean Visa, MasterCard, Discover, and any credit or debit card association or network issuing Transaction Cards.

"Deposit/Chargeback Account" shall mean a U.S. banking account established and owned by Customer to be utilized by Bank in settling transactions involving Transaction Cards as contemplated by this Agreement. The Deposit/Chargeback Account shall be maintained by Customer in accordance with Section 4.4.

"Processing Charges" shall mean the interchange, assessment and all other fees charged by the Card Associations and the processing and other fees charged by RBS LYNK and Bank to Customer as set forth on the accompanying Fee Schedule, as amended from time to time pursuant to Section 5.4.

"Reserve Fund" shall mean a non-segregated and non-interest bearing account established by the Bank or RBS LYNK to ensure payment of Chargebacks, fines and penalties assessed by the Card Associations, Processing Charges, and other amounts due from Customer to RBS LYNK or Bank under this Agreement.

"Rules" shall mean the operating rules and regulations of Bank, RBS LYNK, Visa, MasterCard, Discover and any other applicable Card Association, as in effect from time to time.

"Transaction Card" or "Transaction Cards" shall mean a Visa/MasterCard/Discover credit or debit card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to Customer by Bank or RBS LYNK from time to time.

SECTION 2. RULES AND REGULATIONS.

Customer agrees to abide by the Rules of the Card Associations. Without limiting the foregoing, Customer agrees to comply with such Rules or with such more stringent standards as set forth herein, as to authorizations, "floor limits," preparation of sales slips, signature verifications, refunds and charge backs; provided, however, Customer acknowledges that Customer has a zero "floor limit" and that all charges must be authorized, unless Customer is approved by RBS LYNK and Bank for non-authorized transaction payment schedule. Customer further agrees to comply with all federal and state laws, rules and regulations. Customer shall not require cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver's license) as a condition for accepting a Transaction Card, unless required by the Rules. In the event Customer fails to comply with this Section 2, Customer will be liable for all fees and fines imposed by the Card Associations and will indemnify and hold harmless Bank and RBS LYNK from and against any and all damages suffered by Bank and RBS LYNK as a result of such failure.

SECTION 3. SERVICES.

3.1 Services Provided by RBS LYNK. RBS LYNK agrees to provide authorization, electronic draft capture, submission of drafts to Card Associations, merchant accounting, and additional related services for Transaction Card sales originated by Customer as set forth in this Agreement.

3.2 Services Provided by Bank. Bank shall settle all Visa/MasterCard/Discover (and certain other credit and debit cards) transactions processed by RBS LYNK hereunder in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. Customer will transmit to RBS LYNK information representing Customer sales to be authorized and settled (paid) by Transaction Cards using RBS LYNK's electronic draft capture and authorization service. Customer shall transmit transactions to RBS LYNK at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt by RBS LYNK will affect the timing of settlement and payment to Customer. If Customer fails to submit transactions on a timely basis as provided herein and as provided in the Rules, transactions may be subject to increased interchange fees, and Customer agrees to pay such fees.

4.2 Payment of Visa/MasterCard/Discover. Customer hereby designates Bank and RBS LYNK as its agent to receive all payments pertaining to Customer's Visa/MasterCard/Discover drafts. All payments required to be made to Customer under this Agreement for Visa/MasterCard/Discover will be made by Bank to Customer's Deposit/Chargeback Account, via electronic funds transfer through the Automated Clearing House ("ACH") or by federal wire transfer as soon as practicable after Bank's receipt of such funds from the Transaction Card issuer.

4.3 Payment of Non Visa/MasterCard/Discover Cards. Customer hereby designates Bank and RBS LYNK as its agent to receive all payments pertaining to Customer's Non Visa/MasterCard/Discover Card drafts except when RBS LYNK's role is to provide authorization only services. All payments required to be made to Customer under this Agreement for Non Visa/MasterCard/Discover Cards will be made by RBS LYNK to Customer's Deposit/Chargeback Account via electronic funds transfer through ACH or federal wire transfer as soon as practicable after Bank and RBS LYNK's receipt of such funds from the relevant Transaction Card issuer.

4.4 Customer Deposit/Chargeback Account. Customer hereby certifies that the Deposit/Chargeback Account number provided by Customer to RBS LYNK is correct and warrants that this account number may be relied upon for ACH debit and/or credit transactions as they occur in relation to this Agreement and are presented to Customer's bank. Customer agrees not to close or restrict Bank and RBS LYNK's access to the Deposit/Chargeback Account.

4.5 Customer Transactions. Customer may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the cardholder and Customer or which is not an Authorized Card Transaction. If authorization for a transaction is denied, Customer shall not complete the transaction. Customer may contact the authorization center by magnetic stripe reading terminal, telephone or any other means acceptable to Bank and RBS LYNK. With respect to telephone and mail order transactions, Customer shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible.

4.6 Telephone, Internet and Mail Orders. If Customer is authorized by RBS LYNK and Bank to accept telephone, Internet or mail orders, authorization for each such transaction, regardless of the face amount, must be obtained. Customer assumes all responsibility for identification of the cardholder and the validity of the Transaction Card information for telephone, Internet and mail orders. For telephone and mail order card transactions where merchandise is to be shipped or delivered to the cardholder, the shipping date shall not be more than five calendar days after the authorization is obtained, and any shipping costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered for telephone, Internet or mail order merchandise if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances may Customer require that a cardholder complete a postcard or other document, which displays the cardholder's, account data in plain view when mailed. Calculation, collection and remittance of sales tax are the sole responsibility of the Customer.

4.7 Data Security. Customer acknowledges that it is bound to abide by all standards, guidelines, practices or procedures recommended or required by the applicable Card Associations with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), Pen Entry Device Standards ("PED"), and Payment Application-Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that its point of sale equipment and applicable software comply with PCI guidelines. Currently, the PCI guidelines are based on a list of twelve basic security requirements with which all payment system constituents need to comply. The requirements are:

- (1) Install and maintain a firewall configuration to protect cardholder data;
- (2) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (3) Protect stored cardholder data;
- (4) Encrypt transmission of cardholder data across open, public networks;
- (5) Use and regularly update anti-virus software;
- (6) Develop and maintain secure systems and applications;
- (7) Restrict access to cardholder data by business need-to-know;
- (8) Assign a unique ID to each person with computer access;
- (9) Restrict physical access to cardholder data;
- (10) Track and monitor all access to network resources and cardholder data;
- (11) Regularly test security systems and processes; and
- (12) Maintain a policy that addresses information security.

Customer must also notify RBS LYNK of all third parties who have access to cardholder data on behalf of Customer (i.e., store, process or otherwise transmit cardholder data). If Customer knows or suspects a security breach, Customer shall notify RBS LYNK immediately. Customer shall then go through its program to identify and remediate the source of the suspected compromise. If a Card Association requires Customer to submit to an audit in connection with a breach or suspected

compromise of cardholder data or any other breach of Data Security Guidelines, Customer shall cooperate with such audit and shall be responsible for the cost of the audit. Customer acknowledges that if a Card Association determines that Customer was responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, RBS Lynk, Bank, and Customer may be subject to fines and penalties imposed by the Card Association. Further, if the Customer is responsible for a disclosure of cardholder transaction information, RBS Lynk, Bank, and Customer may be subject to potential third party claims. Customer hereby agrees to indemnify and hold RBS Lynk and Bank harmless from and against any and all claims, demands, damages, fines, and/or penalties imposed upon Bank and RBS Lynk as a result of Customer's non-compliance with the Data Security Guidelines, Customer's failure to maintain equipment and software that comply with Data Security Guidelines, or any other data compromise for which a Card Association or a court with competent jurisdiction determines that Customer is responsible, including, without limitation, Chargebacks resulting from breach of the Data Security Guidelines or any compromise of cardholder data. Customer's obligations under this Section 4.7 shall survive termination of this Agreement. Customer shall immediately notify RBS Lynk and Bank in the event it changes its payment application software (including any change in versions of such software).

4.8 Customer Web Site Requirements. If Customer is authorized by RBS Lynk and Bank to accept Internet orders over an Internet web site, Customer is required to specifically comply with all Rules with respect to the sequence of web pages that the cardholder accesses during the checkout process.

4.9 Retention of Documents. Bank and RBS Lynk may examine and verify at reasonable times all records of Customer pertaining to card transactions processed by RBS Lynk hereunder, and Customer agrees to preserve such records, including sales drafts, credit drafts and all other written evidence of such transactions, for a period of at least two years from the date of the draft.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 hereof, Customer shall pay Bank, or RBS Lynk on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Fee Schedule.

5.2 Deduction of Processing Charges. The Processing Charges will be deducted by Bank, or RBS Lynk on behalf of Bank, from the Customer's Deposit/Chargeback Account. Customer hereby authorizes Bank or RBS Lynk to debit the Processing Charges by ACH from Customer's Deposit/Chargeback Account. Bank or RBS Lynk with Bank's approval from time to time may amend the Fee Schedule. The prices set forth in an amended Fee Schedule shall be effective on the date specified in the notice thereof, which date shall not be fewer than 15 days after the date of the notice. Each such revised or supplemental Fee Schedule shall hereafter be deemed a material part of this Agreement.

5.3 Discount Rates. Tiered discount rates (as determined by Bank and RBS Lynk from time to time) shall be applied to card transactions in consideration of Visa/MasterCard/Discover interchange rates and shall apply to each Visa/MasterCard/Discover transaction processed hereunder. Tiered discount rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; Transaction Card is keyed instead of swiped; there is more than one authorization per transaction; transmit/settle for processing greater than 24 hours from the authorized time but less than 48 hours from authorization time; transactions not settled within 48 hours of authorization; and Visa/MasterCard/Discover Business Card transactions. Decisions as to which tier a particular transaction type is to be placed is subject to change.

5.4 Estimated Averages. The Processing Charges set forth in the accompanying Fee Schedule, application for processing, or any additional pricing supplement are based upon assumptions associated with the anticipated annual volume, average transaction size (as shown on the application) and Customer's method of doing business. If the actual volume or average transaction size is materially different, or if Customer significantly alters its method of doing business (i.e., the nature and type of business conducted by Customer), RBS Lynk or Bank may adjust Customer's Processing Charges without prior notice. Any such adjustments would be in addition to, and not in lieu of, any other remedies available to RBS Lynk or Bank hereunder.

5.5 Additional Expenses. The Processing Charges set forth in the accompanying Fee Schedule may be adjusted to reflect increases, decreases, or new interchange, assessments, or other fees by the Card Associations, or to pass through increases charged by third parties for online communications and similar items. The criteria used to assess transaction level qualification are subject to change based on amendments to Card Association interchange qualification criteria and/or pricing. All such adjustments shall be Customer's responsibility to pay and shall become effective the day such increases or decreases are assessed to Bank or RBS Lynk. To the extent Customer requests that RBS Lynk provide services to Customer in connection with Chargebacks, Card Association requests or communications, data security or PCI issues, or similar services, such services shall be provided at RBS Lynk's then current standard hourly rate.

5.6 Payment for Equipment. All telephone equipment and line charges, POS terminal equipment, installation, maintenance, charges, utility costs, and related communication charges shall be paid by Customer. The Customer hereby authorizes Bank or RBS Lynk to debit the fees from Customer's Deposit/Chargeback Account for any outstanding balances owed RBS Lynk or Bank for such costs.

5.7 Equipment/Software Usage. Customer shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from Customer's (a) use of Value Added Reseller (VAR) or POS Software Provider Point Of Sale systems that do not use the RBS Lynk authorization network; (b) failure to maintain the most current version of RBS Lynk certified software; or (c) misuse of RBS Lynk certified software.

5.8 Changes in Rules. If there is a change in the Rules or a change in the regulations of a pertinent governmental agency, which change would make a

provision of this Agreement in conflict with such Rule or regulation, Bank or RBS Lynk may unilaterally amend this Agreement, upon written notice to Customer and the other party, to conform and/or be compatible with such changed Rules or regulations.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Bank or RBS Lynk will provide Customer with the following information on a retrieval request (i.e., a request for an original or copy of the draft) by a Card Association: (a) Customer Sequence Number; (b) Cardholder Account Number; (c) Dollar Amount; (d) Date of Transaction; and (e) Customer Number. Customer will be responsible for retrieval fulfillment for originals or copies of sales drafts and credit slips in accordance with the Rules. Customer is obligated to respond in writing to retrieval requests from Bank within ten business days.

6.2 Chargebacks. Customer agrees to pay Bank (as set forth in Section 6.5 below) the face amount of any card transaction processed by RBS Lynk pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any state or federal consumer protection statute, including by way of example, but not limited to, the following (a "Chargeback"):

- (a) Goods are returned, whether or not a credit voucher is delivered to Bank;
- (b) The sale transaction was not specifically authorized as set forth in Section 3 above;
- (c) Any card transaction is alleged by the cardholder to have been executed improperly or without authority;
- (d) The documentation prepared by Customer evidencing the draft is illegible or incomplete;
- (e) The cardholder disputes the sale, quality or delivery of goods or the performance or quality of services covered by the draft;
- (f) Cardholder asserts against Bank any claim, dispute, defense, offset, or counterclaim which cardholder may have as a buyer against Customer, in which case Bank or RBS Lynk shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim;
- (g) The extension of credit for goods sold or services performed was in violation of law, rules or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
- (h) The draft lacks a Transaction Card imprint (if required) and cardholder's signature;
- (i) Cardholder claims the dollar amount was altered after the draft was completed;
- (j) Two or more drafts were prepared by Customer for the same card transaction (except as otherwise permitted in Section 7.3);
- (k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective card;
- (l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft; or, the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
- (m) The information contained in the draft was received by RBS Lynk more than 30 business days after the transaction date showing thereon;
- (n) The draft is a duplicate of one previously processed or includes a charge previously paid by the cardholder;
- (o) The draft is fraudulent or the sales transaction was not a bona fide transaction in Customer's ordinary course of business;
- (p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the cardholder neither participated in nor authorized the transaction;
- (q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by Customer hereunder, or where any action or lack of action by Customer in violation of the Rules has resulted in the draft being charged back to Bank by an issuing member of Visa/MasterCard/Discover pursuant to the Rules or the draft is charged back to Bank for any other reason; and
- (r) Merchant is listed on the Questionable Merchant Report.

Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by Bank or RBS Lynk at the time this Agreement is executed, Customer shall establish with Bank a Reserve Fund. Further, at any time during the term of this Agreement, Bank and RBS Lynk may determine in their reasonable discretion that it is necessary to create or additionally fund a Reserve Fund. In which case, Bank or RBS Lynk shall have the right, after five days written notice to Customer, to establish, replenish or increase a Reserve Fund by debiting Customer's daily collected transactions. If such collections are inadequate in Bank's and RBS Lynk's reasonable discretion to adequately establish, replenish or increase the Reserve Fund in a timely manner, Bank or RBS Lynk may deduct by ACH debit from the Customer's Deposit/Chargeback Account additional sums as necessary, in their reasonable discretion, to establish an adequate Reserve Fund. Upon termination of this Agreement, the funds held in the Reserve Fund shall be used to fund the account described in Section 10.4, up to the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and RBS Lynk anticipate may become due subsequent to termination as set forth in Section 10.4, and any excess shall be refunded to Customer. Bank or RBS Lynk may charge for Chargebacks, as reflected in the accompanying Fee Schedule, processed after the termination of this Agreement if Customer's drafts are processed and/or settled by another transaction processor and/or the Transaction Card issuer. Customer acknowledges and agrees that Bank and RBS Lynk shall have a perfected first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to Bank in this Section 6, in the event that Bank and RBS Lynk, at any time during the term of this Agreement, determine in their reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving Customer's account, a cardholder's account, or otherwise, Bank or RBS Lynk on behalf of Bank may hold in Bank's name and in a non-segregated and non-interest bearing account for such period as Bank or RBS Lynk, in their reasonable discretion, deems necessary, funds otherwise due Customer to reimburse Bank for potential Chargebacks, credits issued by

Customer, or other amounts payable by Customer to RBS Lynk or Bank under this Agreement in respect of such activity. To the extent (i) the investigation conducted by RBS Lynk and Bank with respect to the unusual or suspicious activity determines that such activity is reasonably likely to result in amounts being due from Customer to RBS Lynk or Bank, and (ii) RBS Lynk or the Bank requires the establishment of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 6.4 may be used to fund such Reserve Fund.

6.5 Chargeback Reimbursements. Customer agrees to reimburse Bank for the amount of the draft in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Fee Schedule, as updated or amended from time to time. Customer hereby authorizes Bank or RBS Lynk to debit without notice Chargebacks and Chargeback handling fees from Customer's daily collected transactions, and if such collections are inadequate to reimburse Bank, at Bank's election, to deduct such amounts by ACH debit from the Customer's Deposit/Chargeback Account or Reserve Fund.

6.6 Maximum Period. Customer will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 Notices of Chargebacks. Bank and RBS Lynk agree to deliver all Chargeback documentation to Customer promptly as directed by Customer as to media and location. Customer is responsible for verifying its daily deposits and monthly statements for Chargebacks and Chargeback handling fees. Customer understands that it must respond to all Chargebacks within ten calendar days after notice of the Chargeback and that the failure to respond within each ten day period shall constitute a waiver by Customer of its ability to question or reverse a Chargeback and Customer shall be solely responsible if it fails to timely provide information with respect to a Chargeback.

6.8 Survival. Customer and any successor of Customer shall remain jointly and severally obligated to pay for all Chargebacks resulting from Transaction Card sales originated under this Agreement until Bank has been paid in full. This obligation shall survive the termination of this Agreement, regardless of whether termination was voluntary or involuntary as to Customer.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Honoring Cards. Customer shall honor any valid Transaction Card that Customer has elected to accept hereunder, which is properly presented for use. Customer shall not discriminate against cardholders seeking to make purchases with a Transaction Card. Customer shall not require a minimum transaction amount below which Customer will refuse to honor an otherwise valid Transaction Card. Customer shall adequately display promotional materials to inform the public that Transaction Cards will be honored by Customer.

7.2 Sales Transactions. Except for transactions originated by telephone, mail order or through the Internet, Customer agrees to:

- (a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
- (b) enter on the sales draft the date of the transaction;
- (c) obtain the signature of the cardholder on the sales draft, if required by processing category;
- (d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
- (e) check the effective date, if any and expiration date on the Transaction Card;
- (f) examine any security features on the Transaction Card;
- (g) imprint on the sales draft the embossed data from the Transaction Card and from the Customer plate on the imprinter, if required by processing category;
- (h) deliver to the cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
- (i) ensure that each cardholder receipt contains the following information:
 - (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
 - (ii) Customer's name, location and location code;
 - (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
 - (iv) transaction amount;
 - (v) transaction date;
 - (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, cardholder copy, except as permitted by the Rules; and authorization code, if applicable.

The cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 Multiple Sales Drafts. Customer shall include on any single draft the entire amount due for each transaction unless: (a) the balance of the amount is paid by the cardholder at the time of sale in cash or by check; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder signs two drafts, one of which represents a deposit and the second of which represents payment of the balance and the draft for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, Customer agrees (i) to note on the draft the words "balance" and (ii) not to present the "balance" sales draft until all of the goods are delivered or the services performed.

7.4 Returns. Customer agrees to maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, Customer shall prepare and deliver to Bank, RBS Lynk and the cardholder a properly completed credit voucher. Customer may limit its acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the transaction. Proper disclosure by Customer shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the cardholder's signature thereon. Customer shall not make cash refunds to cardholders for card transactions.

7.5 Obligation to Report Statement Discrepancies. Customer shall be solely responsible for reviewing its statements from RBS Lynk and for reporting to RBS Lynk in writing, within 30 days of Customer's receipt (including electronic receipt) of any monthly statement from RBS Lynk, any underpayments, overpayments or other discrepancies between the volume and/or value of transactions that Customer actually processed during the period indicated on the face of such statement. Customer acknowledges and agrees that RBS Lynk shall not be liable or otherwise responsible to Customer, and shall have no obligation to reimburse Customer, for any underpayment to Customer that is not reported to RBS Lynk in writing within 30 days of Customer's receipt of the applicable statement. Customer acknowledges and warrants that it shall reimburse RBS Lynk and/or Bank upon demand for any misdirected deposits, duplicate deposits or inadvertent over payments into any of its bank accounts hereunder.

7.6 Charges to Cardholders. Customer shall not require any cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules.

7.7 Employee Fraud. Customer shall be solely responsible for losses and expenses incurred by Bank or RBS Lynk as a result of or arising out of the fraud, gross negligence or willful misconduct of Customer's employees, contractors, or agents.

7.8 Status. Customer is responsible for providing written notice to Bank and RBS Lynk of any change in the ownership status or composition of Customer. Any new owner of Customer or successor Customer shall be jointly and severally liable with Customer hereunder, unless the original Customer or successor thereof is released in writing by Bank and RBS Lynk.

7.9 Change of Address. Customer shall notify Bank and RBS Lynk in writing at least 48 hours in advance of any change of address. Bank and RBS Lynk shall be absolutely entitled to rely on Customer's address shown in this Agreement unless such address is updated in accordance herewith.

7.10 Cardholders. Customer shall not sell, purchase, provide or exchange account number information in the form of imprinted sales drafts, carbon copies of imprinted sales drafts, mailing lists, tapes or other media obtained by reason of a Transaction Card transaction to any third party other than Customer's agents, Bank, RBS Lynk, or Card Associations, except as specifically required by law. Customer shall not make a cash disbursement to any cardholder (including Customer when acting as a cardholder) nor receive monies from a cardholder and subsequently prepare a credit to cardholder's account.

7.11 Evidence of Authority. Within five days after request by Bank or RBS Lynk, Customer shall submit to Bank or RBS Lynk a duly executed corporate or partnership resolution reflecting the authority of Customer to enter into this Agreement and the authority of the individual executing this Agreement on behalf of Customer to do so.

7.12 Other Duties. Customer agrees to fulfill the obligations and responsibilities noted in the Attachments to this Agreement.

7.11 Financial Information. Customer shall provide such financial information as may be requested by RBS Lynk or Bank from time to time during the term of this Agreement in order for RBS Lynk or Bank to comply with the Rules of any Card Association or to otherwise enable RBS Lynk and Bank to assess the Customer's financial condition and the related risk associated with Customer's business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

SECTION 8. CUSTOMER REPRESENTATIONS.

8.1 Customer hereby represents and warrants to RBS Lynk and Bank that:

- (a) It has full legal power and authority to enter into and perform its obligations under this Agreement and that such actions have been duly authorized by Customer;
- (b) Its facsimile signature hereon constitutes a valid and binding Agreement;
- (c) This Agreement constitutes the legal, valid and binding obligations of Customer, enforceable against Customer in accordance with its terms;
- (d) The transactions transmitted to RBS Lynk for processing and to the Bank for settlement will represent the indebtedness of the cardholder in the amount set forth therein for goods sold or services rendered and shall not involve any element of credit for any other purpose;
- (e) Customer shall not transmit Transaction Card information representing sales made by any individual or entity other than Customer;
- (f) Customer represents that all of the disclosures in its application to Bank are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to Bank and RBS Lynk; and
- (g) As to each draft delivered to Bank, and as to the transaction evidenced thereby, the draft represents a bona fide sale or lease of goods or services or both, originated by Customer in compliance with this Agreement and the Rules; all drafts are free from any alteration not authorized by the cardholder; the transaction is in compliance with all applicable laws, ordinances, and regulations; the indebtedness represented by the draft has not been pledged as collateral for payment of any indebtedness or obligation of Customer or any other person; and Customer has no knowledge or notice of information that would lead it to believe that the enforceability or collectibility of the subject draft is in any manner impaired.

8.2 Application & Disclosure Requirements. Customer understands that this Agreement shall not be binding on RBS Lynk or Bank until Customer has been approved by Bank and that a consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. Customer agrees to indemnify and hold Bank and RBS Lynk harmless from and against any claims, demands or judgments made or recovered against either of them arising out of any breach by Customer of the terms of this Agreement or arising from any act or omission by Customer which violates any applicable federal, state or local laws, rules or regulations or which violates any of the Rules. Bank and/or RBS Lynk may defend any such claims or demands or request Customer to take up such defenses. In either event, Customer will further indemnify Bank and RBS Lynk for reasonable attorneys' fees or any other necessary expenses incurred by Bank or RBS Lynk, as applicable, by reason of such defense.

9.2 Disclaimer of Warranties. RBS Lynk and Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

9.3 Limitation of Liability. Under no circumstances shall the financial responsibility of RBS Lynk or Bank for any failure of performance by RBS Lynk or Bank under this Agreement exceed the fees or charges paid to Bank or RBS Lynk for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall Bank or RBS Lynk, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims, including, without limitation, damages and claims for lost profits or lost revenues, by Customer or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

SECTION 10. TERM, TERMINATION.

10.1 Term. This Agreement shall be binding upon Customer upon the earlier of (a) the date upon which the first transaction is processed by RBS Lynk or Bank for Customer, or (b) the execution of this Agreement by Customer. This Agreement shall be binding upon RBS Lynk and Bank upon RBS Lynk's and Bank's acceptance hereof (as evidenced by an authorized signature hereon). This Agreement shall continue in effect for a period of three years after the date on which Customer's first draft is presented to Bank following acceptance by RBS Lynk and Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) Customer elects to terminate early by giving written notice of non-renewal to RBS Lynk and Bank at least 90 days before the expiration of the then current term, or (ii) terminated by RBS Lynk with Bank's approval or Bank by giving written notice to Customer (such termination to be effective as of a date set forth in such notice or, if no such date is set forth, to be effective as of the date such notice is received by Customer).

10.2 Termination Without Notice. RBS Lynk or Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) any noncompliance by Customer with this Agreement or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving Customer, its parent or an affiliated entity; (c) RBS Lynk or Bank deems Customer to be financially insecure; (d) Customer or any other person owning or controlling Customer's business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Card Associations; (e) Customer materially alters the nature and type of business conducted, or (f) RBS Lynk or Bank is prohibited by applicable law from conducting business with Customer or its principles.

10.3 Termination With Notice; Early Termination. In the event RBS Lynk or Bank breaches any of the provisions hereof and fails to cure such breach within 30 days of receipt of written notice from Customer specifying such breach, Customer may terminate this Agreement immediately at the expiration of the 30 day cure period. Should Customer terminate this Agreement without cause prior to the end of any term hereof, Customer shall pay to RBS Lynk, as an early termination fee, \$495.00. Such termination fee may be deducted from Customer's account by ACH debit by Bank and shall be in addition to, and not in lieu of, any other remedies available to RBS Lynk or Bank hereunder.

10.4 Additional Rights. Upon notice of any termination of this Agreement, Bank shall determine and Bank, or RBS Lynk on behalf of Bank, may notify Customer of the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and RBS Lynk reasonably anticipate may become due subsequent to termination, and Customer shall immediately deposit such amount with Bank or Bank may withhold such amounts from credits due to Customer or may utilize the funds in the Reserve Fund, if applicable. Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations impose actual or potential liability upon any party to this Agreement. Customer shall have no rights to such funds until all of its obligations under this Agreement are satisfied, and RBS Lynk and Bank may receive out of such funds those amounts that are or become due to RBS Lynk and Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from charges processed prior to the termination shall survive the termination of this Agreement. Without limiting the generality of the foregoing, Customer shall be liable both before and after termination for all Chargebacks relating to card transactions prior to such termination and for all obligations, warranties and liabilities of Customer pertaining to the period during which RBS Lynk and Bank processed or settled transactions for Customer under this Agreement, including all indemnification obligations, regardless of whether Customer has paid an early termination fee under Section 10.3.

SECTION 11. GENERAL PROVISIONS.

11.1 Assignment; Binding; No Third Party Beneficiaries. Customer may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Bank may assign this Agreement without Customer's consent. RBS Lynk may assign its rights and obligations under this agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than Bank, RBS Lynk, and Customer.

11.2 Exclusivity. Customer agrees that throughout the term of this Agreement, it will not use the services of any bank, corporation, entity or person other than RBS Lynk and Bank to provide services similar to those contemplated in this Agreement.

11.3 Governing Law, Venue and Personal Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, Customer and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the courts in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event Bank or RBS Lynk shall employ legal counsel or bring an action at law or other proceeding against Customer to enforce any of the terms, covenants, or conditions hereof, Customer shall pay to Bank and/or RBS Lynk its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. Customer understands and acknowledges that RBS Lynk, in the ordinary course of its regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. Customer hereby waives any objection to RBS Lynk's maintenance and/or reproduction of such records and documents in this manner, and Customer further agrees that it shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be effective upon the earlier of actual receipt thereof or the third business day following such notices being sent by U.S. mail to Bank and to RBS Lynk at RBS Lynk Incorporated, 600 Morgan Falls Road, Atlanta, Georgia, 30350, Attention: Legal Department, and to Customer at its address shown in this Agreement; or such other address as shall be provided by Bank, RBS Lynk or Customer in writing, to the other.

11.7 Confidentiality. Customer acknowledges that each of RBS Lynk's and Bank's businesses is highly competitive and that its respective books, records and documents, its technical information concerning its products, equipment, services and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the cardholders, RBS Lynk and Bank, all comprise confidential business information and trade secrets of RBS Lynk and Bank which are valuable, special and unique assets of RBS Lynk and Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "Protected Information"). Customer further acknowledges the protection of RBS Lynk's and Bank's Protected Information against unauthorized disclosure and use is of critical importance to RBS Lynk and Bank in maintaining its competitive position. Accordingly, Customer hereby agrees that neither it, nor any of Customer's employees or agents, will make any unauthorized disclosure of any Protected information, or make any use thereof, except for the benefit of, and on behalf of, RBS Lynk and Bank in accordance with this Agreement. All Protected Information received by Customer and/or Customer's employees or agents from RBS Lynk or Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

11.8 Force Majeure. RBS Lynk and Bank shall not be liable for delays in processing, settlement, or other non-performance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labor strife, riots, war, non-performance of RBS Lynk or Bank's vendors or suppliers, acts of God, or other causes over which RBS Lynk and Bank have no reasonable control.

11.10 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

11.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.