



CLIENT AGREEMENT

This Agreement, entered into on this _____ day of _____, 20____, by and between Network Collection Services LLC, d/b/a Check Collection Network Services, 10749 Bren Road East, Minnetonka, MN 55343 (hereinafter known as "CCNS"), and _____ ("Merchant") of _____, located at _____.

RECITALS

- WHEREAS**, CCNS is engaged in the arrangement for and coordination of electronic check collection services; and
- WHEREAS**, Merchant is interested in entering into a relationship with CCNS to have CCNS coordinate and arrange for electronic check collection services for Merchant.
- NOW, THEREFORE**, based upon their mutual promises, the parties agree as follows:
- 1. Service.** Merchant agrees to exclusively utilize and CCNS agrees to provide third party electronic check collection services ("ECCS") for collection of Merchant's NSF checks and uncollected funds during the term of this Agreement.
 - 2. Trial Period.** During the ninety (90) day period following the execution of this Agreement, the Merchant shall have the right to cancel this Agreement if the Merchant is not completely satisfied with the check collection services of CCNS ("Trial Period").
 - 3. Term.** The term of this Agreement shall be five (5) years from the date of the expiration of the Trial Period. Notwithstanding anything contained herein to the contrary, this Agreement shall be automatically extended for additional periods of five (5) years each unless either party provides to the other, at least thirty (30) days and not more than ninety (90) days prior to the end of the then existing term of the agreement, written notice of its intention to terminate the agreement.
 - 4. Exclusivity.** CCNS agrees to provide and Merchant agrees to utilize exclusively during the term of this Agreement, such ECCS as CCNS, in its sole discretion, has selected to process all NSF and uncollected funds checks received by Merchant. The Merchant has accurately completed or agrees to complete, all the necessary documentation as is reasonably required by CCNS or any CCNS-selected ECCS provider to facilitate the implementation and delivery of any electronic check-collection services.
 - 5. Compensation.** The parties agree that no compensation shall be paid by either party to the other under the terms of this Agreement. The parties further agree that the provision of service by CCNS and its selected ECCS provider is sufficient consideration for Merchant to enter into this Agreement.
 - 6. Termination; Material Breach.** Either party may terminate this Agreement, upon thirty (30) days written notice, upon the occurrence of a material breach, provided such material breach is not cured within the thirty (30) day period following receipt of written notice of such breach.
 - 7. Notices.** All notices hereunder shall be in writing and shall be by registered or certified mail, return receipt requested, addressed to Merchant, simply to whom it may concern, at its address as listed in the preamble of this Agreement. All notices shall be deemed received three (3) weekdays after the date of such mailing.
 - 8. Attorney Fees.** If suit or action is instituted to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal therefrom.
 - 9. Independent Contractors.** The parties hereby agree they are each independent contractors and neither Merchant nor CCNS are an agent of the other.
 - 10. Assignment.** Merchant shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of CCNS.
 - 11. Controlling Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Minnesota. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be the federal or state courts of the State of Minnesota, County of Hennepin.
 - 12. Successors.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns (as such assigns are permitted herein) of each of the parties, provided that this Agreement or any modification or alteration thereof shall not be binding until such alteration or modification has been reflected in a document duly executed by all parties.
 - 13. Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's right to otherwise demand strict compliance with this Agreement and any and all provisions hereof.
 - 14. Entire Agreement.** This Agreement constitutes the entire agreement of the parties. There are no other promises, representations, terms, conditions, or obligations other than those contained herein. This Agreement supersedes and cancels all prior communications, representations, or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.

CCNS:
X _____
 President Date

MERCHANT:
X _____
 Principal #1 Date

 Print name Title



MERCHANT AGREEMENT

This contract constitutes the entire Agreement between you, herein referred to as the "Merchant", and CybrCollect, LLC, a Wisconsin limited liability company, herein referred to as the "Company" and sets forth the terms and conditions of your benefits. If you have any questions concerning your benefits, contact us. We take pride in serving you and welcome your questions.

SERVICES PROVIDED

MERCHANT UNDERSTANDS AND AGREES THAT EACH SERVICE LISTED BELOW HAS SERVICE OPERATING RULES. MERCHANT AGREES THAT IT HAS READ AND UNDERSTANDS THESE RULES AND IS BOUND BY THE TERMS OF ALL OF THE SERVICE OPERATING RULES FOR EACH SERVICE SELECTED, WHICH MAY FROM TIME TO TIME WITH 30 DAY NOTICE BE AMENDED BY THE COMPANY. SELECTED SERVICE OPTIONS MAY HAVE ADDITIONAL ADDENDA.

PRODUCT OPTIONS

<input type="checkbox"/> CYBRCOLLECT (No Terminal Required)	<input type="checkbox"/> VERIFICATION (at the Point-of-Sale) (Requires Point-of-Sale Equipment)	<input type="checkbox"/> PRE-CONTRACT CHECK COLLECTIONS	# OF LOCATIONS _____
<input checked="" type="checkbox"/> EXPRESS RETURNS (Consolidated Returns)		<input type="checkbox"/> SECONDARY COLLECTIONS (ONLY)	(Additional location addendum required for multiple locations)

SERVICE PROVIDED TO:

BUSINESS NAME		TAX IDENTIFICATION NUMBER (required)		SIC CODE
DBA		MAIN CONTACT NAME /TITLE		
BUSINESS ADDRESS		PHONE NUMBER () -	FAX NUMBER () -	
CITY	COUNTY	STATE	ZIP	EMAIL ADDRESS

MERCHANT BANKING INFORMATION

FINANCIAL INSTITUTION (INCLUDING CITY & STATE)	ROUTING NUMBER	ACCOUNT NUMBER
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ACH Debit and Credit Authorization: MERCHANT hereby authorizes its Financial Institution to pay and charge to its account by electronic funds transfer or draft the amount due Company under this Agreement and to accept all credits and debits made to its account. This authorization shall remain in effect until revoked in writing by Merchant. **A voided check must accompany this Agreement.** (\$5 per month non-ACH fee)

7C@97H-CB

Merchant authorizes Company to collect Merchant's returned items plus any NSF fees permitted by state law directly from the check writer's bank account. Merchant shall execute a bank authorization directing Merchant's bank to forward all returned items directly to Company. Company does not guarantee the collection or payment of the returned items. Merchant shall be paid an amount of money equal to the face-value of the returned item, and Company shall retain the bad check fee as its compensation for its collection services.	Merchant has the option to stop the collection process prior to their returned checks being sent to national agencies for legal collections. If the merchant wishes to "opt out" of legal collections please initial here in this box. Initials _____	RETURN ITEMS RECEIVED VIA: <input checked="" type="checkbox"/> EXPRESS RETURNS (Please complete the ExpressReturns box below) <input type="checkbox"/> BANK AUTHORIZATION (Please attach a completed Bank Authorization Form)
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EXPRESS RETURNS

CYBRCOLLECT WILL ELECTRONICALLY PROCESS MY RETURNED ITEMS — THEY WILL NOT BE PHYSICALLY RETURNED TO MY BANK, AND I WILL NOT BE CHARGED A RETURN ITEM FEE BY MY BANK. CYBRCOLLECT IS AUTHORIZED TO DEBIT MY ACCOUNT FOR THE FACE VALUE OF ANY RETURNED ITEM AND AN ADDITIONAL SERVICE CHARGE OF THREE DOLLARS (\$3) PER ITEM. I UNDERSTAND I WILL BE CHARGED \$25 FOR EACH ENDORSEMENT STAMP(S). I AUTHORIZE CYBRCOLLECT TO DEBIT MY ACCOUNT FOR THE NUMBER OF STAMPS AND TOTAL PRICE OF THE STAMP(S) LISTED BELOW. THIS SERVICE IS AVAILABLE FOR CHECKS LESS THAN \$2500. CHECKS \$2500 AND OVER SHALL BE DEPOSITED WITHOUT USING THE EXPRESSRETURNS ENDORSEMENT STAMP. MERCHANT WARRANTS AND REPRESENTS THAT THIS ACCOUNT WILL HAVE ADEQUATE FUNDS TO COVER ANY ITEMS THAT ARE RETURNED TO CYBRCOLLECT THROUGH THE EXPRESSRETURNS PROGRAM. ANY FAILED ATTEMPTS TO RECOVER THESE FUNDS WILL RESULT IN A BOUNCE FEE OF \$35 TO THE MERCHANT.

OF STAMPS 1 TOTAL PRICE: \$0.00 SPECIAL INSTRUCTIONS ATMN pays for stamp

PRINCIPLE/OWNER	TITLE	PHONE NUMBER () -	DATE OF BIRTH
ADDRESS	DRIVERS LICENSE NUMBER	SOCIAL SECURITY NUMBER	TYPE OF GOODS SOLD
CITY	TOTAL YEARS IN BUSINESS	TIME AT THIS LOCATION	% OF EQUITY
TYPE OF OWNERSHIP <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION	LOCATION TYPE <input type="checkbox"/> RETAIL STORE FRONT <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> OTHER		

VERIFICATION

SERVICE RATES

\$0. <u>N/A</u> /TRANSACTION	\$0. <u>N/A</u> /MO. STATEMENT FEE	\$ <u>N/A</u> /MO. (MINIMUM)
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EQUIPMENT INFORMATION

	PURCHASING EQUIPMENT? Y OR N	EXISTING EQUIPMENT NAME	EXISTING EQUIPMENT PROCESSOR
CHECK READER	<u>N/A</u>		
TERMINAL	<u>N/A</u>		

SECONDARY COLLECTIONS

ITEMS LESS THAN 60 DAYS OLD (WHEN RECEIVED): COMPANY WILL PAY 70% OF ALL COLLECTIONS TO THE MERCHANT	ON ITEMS 61-120 DAYS OLD (WHEN RECEIVED): COMPANY WILL PAY 60% OF ALL COLLECTIONS TO THE MERCHANT	ON ITEMS MORE THAN 120 DAYS OLD (WHEN RECEIVED): COMPANY WILL PAY 50% OF ALL COLLECTIONS TO THE MERCHANT
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SPECIAL INSTRUCTIONS:

THIS AGREEMENT HAS BEEN ENTERED INTO ON BEHALF OF AND BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY AS OF THE DATE WRITTEN BELOW AND SIGNED IN MULTIPLE COPIES EACH BEING EFFECTIVE AS AN ORIGINAL. AGREEMENT IS NOT VALID UNTIL SIGNED BY COMPANY REPRESENTATIVE. THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE BACK OF THIS AGREEMENT. THIS AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF EACH PARTY AS OF THE DATE BELOW. MERCHANT AUTHORIZES CYBRCOLLECT OR ANY CREDIT REPORTING AGENCY BY CYBRCOLLECT OR AGENT OF CYBRCOLLECT, TO MAKE WHATEVER INQUIRIES THAT CYBRCOLLECT DEEMS APPROPRIATE TO INVESTIGATE, VERIFY OR RESEARCH REFERENCES, STATEMENTS OR DATA OBTAINED FROM MERCHANT FOR THE PURPOSE OF THIS APPLICATION. **PERSONAL GUARANTEE:** TO INDUCE AND IN CONSIDERATION OF CYBRCOLLECT ACCEPTANCE OF THE EXPRESS RETURNS PORTION OF THIS AGREEMENT, THE PRINCIPLE OWNER (HEREIN REFERRED TO AS "GUARANTOR") UNCONDITIONALLY, PERSONALLY, INDIVIDUALLY, JOINTLY AND SEVERALLY GUARANTEES PERFORMANCE OF THE MERCHANT'S OBLIGATIONS UNDER THIS AGREEMENT AND PAYMENT OF ALL SUMS DUE THEREUNDER AND HEREBY CONTINUES TO PERSONALLY INDEMNIFY CYBRCPAY FOR ANY AND ALL FUNDS DUE FROM MERCHANTS UNDER THE TERMS OF THIS AGREEMENT. **ACH DEBIT/CREDIT AUTHORIZATION:** MERCHANT HEREBY AUTHORIZES BANK IN ACCORDANCE WITH THIS AGREEMENT TO INITIATE DEBIT/CREDIT ENTRIES TO MERCHANT'S CHECKING ACCOUNT, AS INDICATED PER THE ATTACHED COPY OF A VOIDED CHECK FROM SAME. THE AUTHORITY IS TO REMAIN IN FULL FORCE AND EFFECT UNTIL (A) BANK HAS RECEIVED WRITTEN NOTIFICATION FROM MERCHANT OF ITS TERMINATION IN SUCH A MANNER AS TO AFFORD BANK REASONABLE OPPORTUNITY TO ACT ON IT, AND (B) ALL OBLIGATIONS OF MERCHANT TO BANK/CYBRCOLLECT THAT HAVE ARISEN UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL.

FOR MERCHANT:

FOR COMPANY:

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL FOR EACH MERCHANT.	ISO COMPANY NAME <u>ATM Network Inc.</u>	CYBR ID # <u>ATMN</u>	
MERCHANT PRINTED NAME/TITLE	SALES REPRESENTATIVE NAME		SALES REPRESENTATIVE NUMBER
MERCHANT SIGNATURE	DATE	INITIAL PAYMENT RECEIVED	CHECK NO. EFFECTIVE DATE
AUTHORIZED PRINTED NAME/TITLE	CYBRCOLLECT SIGNATURE		MERCHANT ID#
AUTHORIZED SIGNATURE	DATE	SALES REPRESENTATIVE SIGNATURE	