

CARD PROCESSING AGREEMENT

This CARD PROCESSING AGREEMENT ("Agreement") is among the Merchant identified in the attached Application and its accompanying documentation (which documents are incorporated herein and constitute a part of this Agreement as if fully set forth herein), Columbus Bank and Trust Company, with its principal office in Columbus, Georgia ("Bank") and National Processing Corporation, a Delaware corporation headquartered in Louisville, Kentucky ("NPC"). NPC is engaged in the business of processing and transmitting electronic data of a financial, banking or economic nature, including but not limited to card transactions. Bank is a member of Visa® U.S.A., Inc. ("Visa") and MasterCard® International Inc. ("MasterCard"). In this Agreement, the words "you" and "your" mean the Merchant and the words "we," "our" and "us," unless the context clearly requires otherwise, refer collectively to Bank and NPC. We may allocate our rights and obligations hereunder as between ourselves as we deem appropriate in our sole discretion, and Bank or NPC may jointly or individually assert or exercise any rights or remedies provided to us hereunder. During the term of this Agreement and unless we otherwise specifically agree in writing, this will be a "requirements contract" which means we and you agree that we (directly or through others providing services on our behalf) will be the sole providers of all services 1) necessary to authorize, process and settle all of your Visa and MasterCard credit and off-line debit Card transactions, 2) necessary to process and settle all of your online debit Card transactions, 3) necessary to authorize, process and settle all of your point of sale Electronic Benefit Transfer ("EBT") transactions, and 4) specified in the Application for any other Cards specified therein. Notwithstanding the foregoing, we will not process any Visa or MasterCard Card transactions beyond the authority of a U.S. member of Visa and MasterCard.

1. Definitions. In this Agreement, the following definitions apply and are capitalized throughout:

"Application" - both the Application as attached to this Agreement when first executed by you and approved by us and any supplemental versions of the Application that you and we agree upon when you open additional locations or when you otherwise request additional or different services.

"Authorization" - the process whereby a Card transaction for a specified dollar amount is approved by the card-issuing bank or its approved agents for processing.

"Card" - means a credit, off-line debit card, online debit card or EBT card bearing the service mark of Visa or MasterCard or issued by any of the other card issuers or Networks specified in the Application as being covered by this Agreement. Unless otherwise agreed in writing, "Card" includes online debit cards, such as an Interlink or Maestro debit cards that generally require use of the holder's PIN. "Card" will also mean all international point of sale payment cards bearing one of the Electron Program Marks and governed by the Visa International Operating Regulations.

"Cardholder" - the person to whom the Card has been issued and/or the authorized user. For the purposes of this Agreement, the term "Cardholder" will also include any Recipient as defined herein below.

"Card Issuer(s)" - American Express, Diners Club/Carte Blanche, Discover Financial Services, Inc. (the issuer of Discover Cards and certain other cards), JCB, Visa, MasterCard, and any other card issuers designated on the Application.

"Card Organization(s)" - a card organization such as Visa or MasterCard that promulgates operating rules and operates an interchange system for exchanging charges and credit vouchers among you, Card Issuers and us. In the case of online debit Cards and EBT Cards, "Card Organization" includes Debit Networks and EBT Networks, respectively.

"Chargeback" - the return of any Card transaction, even without notice to you or without consent from you, upon occurrences permitted by the Card Organizations. A Chargeback is initiated by a Cardholder or a Card Issuer, for transmittal to and payment by you under the Rules. For the purposes of online debit Card transactions, the term "Chargebacks" in this Agreement will also be construed as "Chargebacks/adjustments."

"Debit Network(s)" - the telecommunications and processing system of each shared electronic funds transfer network for which we have sponsorship through Carrollton Bank that is used by network members to allow their Cardholders to purchase goods and services using the member bank's proprietary debit card at a point of sale. The term includes all Debit Networks as specified by us from time to time. Bank is not NPC's sponsoring member into the Debit Networks and as such has no liability to you for such sponsorship. To the extent applicable to Debit Network Cards or Debit Network Card transactions, any reference to the terms "Bank", "we", "our" and "us" means NPC only.

"Electronic Benefits Transfer (EBT)" - the electronic transfer of government benefit funds to individuals through the use of Card technology with POS terminals.

"EBT Network(s)" - the system of each shared electronic funds transfer network that is used by network members to assist government agencies in the distribution of benefits to eligible Recipients, whether such benefits are the delivery of services or the transfer of funds or information.

"Initial Term" - the initial term of the Agreement as set forth in Section 17.

"ISO/MSP" - independent sales organization/member service provider.

"Manuals/Instructions" - various manuals and instructions regarding Chargebacks, terminal processing and other operational compliance matters supplied to you or available on the Internet.

"Merchant Provider(s)" - any and all of the third parties engaged by you.

"MO/TO/IO" - mail order/telephone order/Internet order

"PIN" - Personal Identification Number.

"Recipient" - the recipient of United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or Temporary Assistance to Needed Families ("TANF") benefits and/or other government delivered cash assistance benefits

"Renewal Term" - the successive three-year periods following the Initial Term of the Agreement.

"Rules" - any and all relevant portions of the rules and regulations adopted by a Card Organization, Debit Network and/or EBT Network. Some Rules are available to you on the Internet (see Section 3).

"Settlement Account" - the bank account(s) you designate for us to debit and credit for Card transactions and related amounts.

"State" - a State participating in an EBT Project.

"System Enhancements" - any system enhancements, custom reports, special files, terminal applications or related service enhancements that are different from or in addition to the system, services and reports we agreed to provide to you as of the effective date of this Agreement.

"Third Party Service Providers" - means equipment lessors, rental vendors, check service vendors, fleet card vendors, including gift and loyalty card vendors and other companies whose services you obtain through the coordination or setup of NPC, whether or not private labeled by NPC.

2. Acceptance of Cards.

a) You may elect to accept:

(i) A. all MasterCard cards, including consumer credit and business cards and off-line debit cards (you must maintain a policy that does not discriminate among customers seeking to make purchases with any MasterCard card),

B. MasterCard consumer off-line debit cards only (you must maintain a policy that does not discriminate among customers seeking to make purchases with an off-line debit MasterCard card),

C. MasterCard consumer credit and business cards only (you must maintain a policy that does not discriminate among customers seeking to make purchases with any MasterCard credit card), or

D. No MasterCard cards;

and

(ii) A. all Visa cards, including consumer credit and business cards and off-line debit cards,

B. Visa consumer off-line debit cards only (includes mandatory acceptance of all Visa consumer debit card products),

C. Visa consumer credit and business cards only (includes, to the extent required by the Visa Rules, mandatory acceptance of all Visa credit and commercial products including Visa business check cards), or

D. No Visa cards;

The above-referenced acceptance options apply only to U.S. transactions. The Visa and MasterCard rules and regulations require merchants accepting any Card product bearing a Visa or MasterCard symbol to continue to accept both debit and credit card products issued by non-U.S. Members. You may selectively reject or decline transaction requests for Card account

numbers that are within a product category not accepted by you. Should you submit a transaction outside of the Card or product categories regularly accepted by you, there is no requirement for us to reject the transaction. If you elect limited acceptance as set forth on the Application, any transaction submitted into interchange outside of the selected Card or product category will be assessed the standard interchange reimbursement fee applicable to that product or any other applicable fee set forth on the application. Your initial election will be made in your Application. If you wish to modify your election and we agree to said modification, then you will provide us sixty (60) days advance notice of your intent to change said election in writing, and you will be responsible for any Card Organization charges assessed as a result of your limited acceptance and any and all costs incurred by us as a result of your election.

b) You must honor any valid and applicable Visa and MasterCard Cards, including credit, off-line debit and online debit Cards, properly tendered for use, as well as any properly tendered Electron Card or EBT Card, without imposing any special conditions not required by any Rules. However, if you do not deal with the public at large (for example, if your business is a private club), you are required to honor a valid Card only if presented by a Cardholder who has purchasing privileges or a membership with you. You may present Card transactions to us only for the activities and in the volumes described on the Application, including the percentage of MO/TO/IO transactions. Any Card transaction volume exceeding the volume indicated on the Application by more than twenty five percent (25%) must be approved in writing by our authorized officer before you submit Card transactions to us. You must submit any Card transaction drafts and records to us no later than five (5) calendar days or three (3) banking days (whichever is earlier)(and no later than two (2) business days for Electron Cards) after you complete Card transactions (unless you are entitled to any special extension of these deadlines). These are outside deadlines, and faster time frames are required to qualify for incentive programs, if applicable. Unless otherwise specifically provided in this Agreement or the applicable requirements of Visa or Visa International, all provisions of this Agreement applicable to Visa Cards also will apply to Electron Cards. Electron Card transactions are permitted only in face-to-face transactions when the Card and the Cardholder are present. You must process any Electron Card transactions through an electronic data capture terminal that obtains an electronic Authorization response and prints a transaction receipt. You agree to check the valid date and expiration date of each Card presented. You have a zero "floor limit", which means you agree to process only Card transactions for which you have received an Authorization. Obtaining an Authorization will not assure payment to you for a Card transaction. The fact that an Authorization is obtained by you will not affect our right thereafter to revoke Authorization of a Card transaction or to charge back the transaction to you, except if prohibited by the Rules. In no event will the fact that an Authorization is obtained by you be deemed to be our representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder. If you are approved to utilize batch Authorization by us, you may obtain batch Authorization for certain sales after such sales have occurred, provided, however, that Authorization for each transaction is obtained by end of the calendar day upon which such sale was initiated and that you do not presort the batch by account number or BIN. Further, you explicitly agree that you will be responsible for any fines, fees, Chargebacks, assessments, and declined or disputed transactions that may result from using a batch Authorization process.

Unless we otherwise agree in writing, you may not accept Card transactions for services or products that will be delivered or provided more than thirty (30) days from the date you submit any portion of said transaction for settlement. You may not process transactions using your own, personal or business Cards or those of your employees, officers, spouses, etc. Transactions of this type can be considered advances of cash and are not permissible under this Agreement or the Rules and regulations. You acknowledge that we may use an ISO/MSP operating under applicable Rules and regulations. ISO/MSP is an independent contractor and not an agent of NPC/Bank. ISO/MSP has no authority to execute the Agreement on our behalf or to alter the terms hereof without our prior written approval. Any alteration of the terms of this Agreement must be initialed and approved by us.

You will be responsible for the quality and accuracy of all data provided to us. We may, at our option, return to you for correction before processing any data submitted by you which is incorrect, illegible or otherwise not in proper form. If you do not provide your data to us in accordance with our specified format and schedule, we will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by us will be charged to you.

We will make the services selected by you operational and available to you upon a mutually agreed upon implementation plan. You agree to cooperate with us and provide us with all necessary information and assistance

required for us to successfully make the services operational and available to you. You agree that, except as otherwise contemplated herein or otherwise permitted by us, you will use the services provided by us only for your own internal and proper business purposes and will not resell, directly or indirectly, any of the services or any portion thereof to any third party.

c) With respect to MasterCard transactions: (i) For purposes of the Agreement and performance of the Agreement by NPC; (1) NPC is the exclusive agent of Bank; (2) Bank is at all times entirely responsible for, and in control of, NPC's performance; and (3) Bank must approve, in advance, any fee to or obligation of the Merchant arising from or related to performance of the Agreement; (ii) the Agreement is not effective and may not be modified in any respect without the express written consent of Bank; (iii) NPC may not have access, directly or indirectly, to any account for funds or funds due to a Merchant and/or funds withheld from a Merchant for Chargebacks arising from, or related to, performance of the Agreement. Bank may not assign or otherwise transfer an obligation to pay or reimburse a Merchant arising from, or related to, performance of the Agreement to NPC; (iv) NPC may not subcontract, sublicense, assign, license, franchise, or in any manner extend or transfer to any third party, any right or obligation of NPC set forth in the Agreement without Bank's consent; and (v) Bank is responsible for the merchant processing program and for the Merchant's participation in such program.

3. Manuals/Instructions. We will provide or make available to you the Manuals/Instructions and may from time to time otherwise advise you of requirements imposed by the Rules by providing you with relevant portions or summarizations thereof of the rules, regulations, releases, interpretations and other requirements of Visa, MasterCard and any other issuers of Cards, including Debit and EBT Networks, which you accept as specified in the Application. The Manuals/Instructions include the Operating Rules, which are set forth in Exhibit 1, which exhibit is attached hereto and incorporated herein. You agree to follow the procedures in the Manuals/Instructions in connection with each Card transaction and to comply with all requirements of the Rules. Unless the context clearly requires otherwise, references to this Agreement include the Manuals/Instructions and the Rule provisions. If there is any conflict between the terms of this Agreement and the Manuals/Instructions, the terms of this Agreement will govern, except to the extent the Manuals/Instructions specifically provides that a particular provision in it overrides any conflicting provision in this Agreement. Additional information is available at the Visa web site (download the "Card Acceptance & Chargeback Cycle Management Guide" under the "Operations & Risk Management" section at http://www.usa.visa.com/business/accepting_visa) and the MasterCard web site (download the "Merchant Rules" under the "Accept MasterCard" section at <http://www.mastercardmerchant.com>).

4. Merchant Representations. You represent that (a) you have the full power and authority to sell the products and services you offer and to display the advertisements you use; (b) no products or services offered by you constitute a violation of any applicable law and you will not accept a Card for any illegal transaction; (c) you will prominently and unequivocally inform each Cardholder of your identity at all points of the interaction between the Cardholder and you so that the Cardholder can readily distinguish you from any other party such as a supplier of goods or services to you; (d) the products and services offered by you and the name of your business do not infringe upon the rights of any other person, including, without limitation, trademark, copyright, confidentiality or patent rights; and (e) you will not sell, market or display any products or services that would jeopardize the Bank's reputation.

For each Card transaction submitted to us, you represent and warrant that: (a) the transaction represents obligations of the Cardholder for the amounts in the transaction (including tax, but without any surcharge except for a surcharge, if any, that is authorized by the Rules) and only for merchandise actually sold or rented or services actually rendered by you (except for any delayed delivery or advance deposit authorized by the Rules and this Agreement) and does not involve any element of credit for any other purpose, (b) the transaction represents a bona fide sale/rental of merchandise and/or services not previously submitted and, except as otherwise provided in the Rules, does not represent a refinancing of any prior obligation (including any obligation otherwise owed to you by a Cardholder, or arising from the dishonor of a personal check), (c) the price charged for the transaction is not subject to any dispute, setoff or counterclaim, (d) the transaction does not result from any transaction outside of your normal course of business, as described in the Application, and (e) you have no knowledge or notice of any fact, circumstances or defense which would indicate that the transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectibility of the Cardholder's obligation or relieve the Cardholder from liability for the transaction.

5. Additional Cards. Our sole responsibility for transactions involving Cards issued by American Express, Diners Club/Carte Blanche, Discover Financial Services, Inc. (the issuer of Discover Cards and certain other

cards) and JCB will be to provide the services which we have agreed to provide, as specified in the Application.

Except to the extent the Application specifies that we will provide settlement services for any of these additional Card transactions, we will provide Authorization and/or processing services only, and all settlement and Chargeback obligations and similar financial responsibilities arising from your transactions involving Cards other than Visa and MasterCard will be governed exclusively by your agreement with the respective Card Issuer and you must not seek Authorization for or submit for processing or settlement any transactions involving Cards other than Visa and MasterCard unless you have in effect a valid agreement with the applicable Card Issuer, except to the extent we have agreed to provide settlement services with respect to your JCB, Diners Club/Carte Blanche or Discover Card transactions. You must notify us immediately upon termination of any issuer agreement. Upon such termination, we will have no further obligation to provide any services to you for transactions involving the Cards covered by the terminated issuer agreement (except to the extent we have agreed to provide settlement services with respect to your JCB, Diners Club/Carte Blanche or Discover Card transactions). We do not warrant or bear any responsibility for any Card Issuer or for its performance of any obligations to you. If any agreement with a Card Issuer requires such Card Issuer's consent for us to perform the services contemplated by this Agreement, you are responsible for obtaining that consent.

a) If the Application indicates that we will provide settlement services with respect to your Diners Club/Carte Blanche Card transactions, you will not have a separate agreement with such Card Issuer; instead, we will provide you with all specified services for such Card transactions solely pursuant to this Agreement (and any provisions from the Manuals/Instructions or any updates thereto). In addition, the following special provisions apply (notwithstanding any contrary provision in this Agreement) to your JCB or Diners Club/Carte Blanche Card transactions to be settled by us:

a) For Diners Club/Carte Blanche: (i) you must retain original sales records and credit records for at least ninety (90) days after the transaction and must retain microfilm or legible copies of sales records and credit records for at least seven (7) years after the transaction; and (ii) you must not accept a Card embossed "for local use only" outside the territory in which it was issued.

b) For JCB: (i) you must retain original sales drafts and credit vouchers for at least 120 days after the transaction and must retain microfilm or legible copies of sales drafts and credit vouchers for at least three (3) years after the transaction; (ii) for purposes of your Chargeback liability with respect to JCB Card transactions, an Authorization obtained on a transaction does not override any Chargeback reason which may apply to the item; (iii) if you process JCB Card transaction data electronically, your account number must be included in the JCB Card transaction data transmitted to us, in addition to the other information required to be included on each sales draft or credit voucher; (iv) if you are a lodging merchant, JCB Cardholders must be allowed to cancel reservations at resort establishments until 4:00 p.m. on the scheduled arrival date; and (v) by contracting for JCB settlement services, you authorize JCB to publish your name, address and telephone number in JCB solicitation materials.

6. Access to Debit Networks and Use of Services. In entering into this Agreement and performing services for you with respect to online point of sale debit transactions, we will provide you with access and sponsorship or will cause you to be provided with access and sponsorship to the point of sale Debit Networks specified by us. Any penalties incurred by you for failure to comply with Debit Network Rules will be your responsibility. You assume exclusive responsibility for the consequences of any oral or written instructions you may give to us, for your failure to properly access the services in the manner prescribed by us, and for your failure to supply accurate input information. You will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition, and for notifying us of any errors in the foregoing after receipt of the applicable report from us. You will reject all incorrect reports or output within two (2) Business Days after receipt of the reports or output.

Except as otherwise provided in this Agreement, you will be responsible for the supervision, management and control of your use of our systems, including without limitation (1) implementing sufficient procedures to satisfy its requirements for the security and accuracy of the input you provide, and (2) implementing reasonable procedures to verify reports and other output from us within the time frames specified hereinabove. You agree that you will use the services in accordance with such reasonable rules as may be established by us from time to time as set forth in any materials furnished by us to you.

Notwithstanding the right of NPC/Bank to debit funds from the Settlement Account for erroneous deposits made by Third Party Service Providers, this

Agreement does not govern the deposit to or withdrawal of funds by Third Party Service Providers. If you have contracted for services with Third Party Service Providers coordinated by NPC or its agents, NPC is not a party to those contracts and NPC has no control over your contractual relationship with those companies. Third Party Service Providers will provide their own statements and you are responsible for notifying them of any discrepancies or errors. NPC and Bank are not responsible or liable for any errors made in connection with establishing and maintaining such account relationships with Third Party Service Providers, and you waive, indemnify and hold harmless NPC and Bank against all such claims. You are responsible for ensuring that all account numbers are correct. You must notify the Third Party Service Providers of any changes, including, but not limited to, changes in ACH information, address and account information.

7. EBT Transactions. If elected by you on the Application, you wish to purchase from us and we wish to sell to you certain services necessary for the authorization, processing and settlement of point of sale EBT transactions submitted to the EBT Networks and which transactions are initiated through you in connection with the authorization, providing and/or issuance of United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or Temporary Assistance to Needed Families ("TANF") benefits and/or other government delivered cash assistance benefits ("Cash Benefits" with FS Benefits, "Benefits") to benefit recipients in the EBT Project areas ("Recipients") supported by us through the applicable gateway through the use of a State-issued Benefit Security Card ("EBT Card") issued by a state participating in the EBT Project and benefit recipients of other states not within the Project area ("Other Recipients"). You agree to provide and/or issue Benefits at each of your locations to the Recipient as hereinafter provided and in accordance with the procedures specified by us, the applicable EBT Network or State's EBT rules and regulations as amended from time to time and all applicable laws governing the issuance and/or provision of Benefits. You will provide each Recipient a receipt for each Benefit issuance transaction undertaken by you. You will be solely responsible for your issuance of Benefits other than in accordance with authorizations received from us.

You will provide us, upon execution of this Agreement, with a complete list of all of your locations in the continental United States where you desire to accept EBT Cards, with correct and complete mailing addresses and complete telephone numbers, in location number order. You will provide an updated list at our request or as changes occur. All locations from which you accept EBT Cards will be subject to this Agreement and will be included on the lists provided from time to time by you to us.

You will honor any valid EBT Card properly tendered for use when it is presented with a valid personal identification number (PIN). You will not engage in acceptance practices or procedures that discourage the use of any valid EBT Card. You will not complete any point-of-sale EBT Card transaction that has not been authorized. You will ensure that if Recipient enters a valid PIN, you will not require another form of identification from Recipient unless you have grounds to suspect fraud.

You will provide and/or issue Benefits to Recipients, in accordance with the policies and Rules in the amount authorized through your point-of-sale terminal, with PIN Pad and printer ("Equipment"), upon presentation by Recipient of an EBT Card and Recipient entry of a valid PIN. You agree that in the event of failure of the Equipment to print Benefit issuance information as approved and validated as a legitimate transaction, you will comply with our procedures and rules for authorization of Benefits in such instance.

If you have agreed to Cash Benefits, you agree to maintain adequate cash on hand to issue and/or provide confirmed Cash Benefits and will issue and/or provide Cash Benefits to Recipients in the same manner and to the same extent cash is provided to your other customers. You will not require, and will not in the advertising suggest, that any Recipient must purchase goods or services at your facilities as a condition to the issuance and/or provision of Cash Benefits to such Recipient, unless such condition applies to other customers as well. You will not designate special checkout lanes restricted to use by Recipients, provided that if you designate special checkout lanes for electronic debit, or credit cards and/or other payment methods such as checks or other than cash, Recipients may be directed to such lanes so long as other customers are directed there as well.

If you support the issuance and/or provision of FS Benefits through manual benefit issuance procedures during the period of time when normal benefit issuance is not possible, then the following limitations will apply to manual issuance and/or provision of FS Benefits by you.

- (i) You must receive an authorization number for the amount of the purchase via telephone at the time of sale.
- (ii) Specified Recipient, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft form.

(iii) The manual sales draft must be submitted to the applicable EBT Network for processing within ten (10) calendar days following the date of authorization or any such earlier period of time specified in any applicable Rules or regulations.

(iv) Except as otherwise specifically provided by any applicable Rules or laws, you will not be reimbursed and will be solely responsible for all manual transactions when you fail to obtain an authorization number at the time of sale or otherwise fail to process the manual transactions in accordance with any applicable Rules or laws.

(v) Except as otherwise specifically provided by any applicable Rules or laws, you may not "resubmit" a manual sales draft for payment if insufficient funds exist at the time that the manual sales draft is presented for processing and payment.

You agree to comply with all applicable laws and Rules in the performance of your obligations under this Agreement, including without limitation, laws pertaining to delivery of goods and services to Benefit Recipients and Benefit Recipient confidentiality, and the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, and regulations issued by the Department of Agriculture pertaining to Food Stamp Program regulation.

You agree to comply with Quest Operating Rules issued by the National Automated Clearing House Association ("NACHA") as approved by FNS or the Federal Reserve Bank and such other Rules and regulations as may be applicable to the providing and/or issuance of Benefits by you hereunder. You agree to comply with all additional procedures specified by the State or EBT Networks, regarding lost EBT Cards, forgotten PINs, discrepancies in Benefits authorized and similar matters.

You will not accept any EBT Card for any purpose other than the providing and/or issuance of Benefits, including without limitation as security for repayment of any Recipient obligation to you. In the event of any violation of this provision, you will be obligated to reimburse the State for any Benefits unlawfully received by either Recipient or you.

You agree to separately maintain records of EBT transactions as may be reasonably requested or required by the State or its designated agent and to promptly make such records available for audit upon request to representatives of the State or its designated agent, or other authorized State or Federal government agency during normal business hours.

To assure compliance with this Agreement, the State, its designated agent, or other authorized State or Federal governmental agency, will at all times have the right to enter, during normal business hours, your premise to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by you or otherwise related to this Agreement.

You agree to maintain and preserve all financial records or documentation arising hereunder during the course of this Agreement and for a period of three (3) years following Benefit provision and/or issuance, or for such additional period as applicable regulations or law may require. Records involving matters in litigation will be kept for a period of not less than five (5) years following the termination of the litigation.

If you provide or issue FS Benefits under this Agreement, you represent and warrant to us that you are a FNS authorized retailer and you are not currently disqualified or withdrawn from redeeming food stamps or otherwise disqualified or withdrawn by FNS. You agree to secure and maintain at your own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the providing and/or issuance and distribution of Benefits under this Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that you will not issue Benefits at any time during which you are not in compliance with the requirements of any applicable law.

Your authority to issue Benefits may be suspended or terminated by the State or its agents or contractors, in their sole discretion, effective upon delivery of a notice or suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of our ability to provide EBT processing services, or (ii) failure by you, upon not less than thirty (30) days prior written notice, to cure any breach by you of the provisions of these terms and conditions, including without limitation, your failure to support the issuance of Benefits during your normal business hours consistent with your normal business practices, your failure to comply with issuance procedures, your impermissible acceptance of an EBT card, or your disqualification or withdrawal of the FS program.

8. Availability of Terminals. You will take all reasonable steps necessary to ensure that all point-of-sale devices and PIN pads will be available for use by the Cardholders of each Debit and EBT Network to which you are being provided access as set forth on the Application for the

Cardholders online debit Card transactions and such devices and PIN pads will function in a reliable manner.

9. Age-Restricted Products. If you are engaged in the sale of age-restricted products such as alcoholic beverages, tobacco products, adult-content material or adult Web sites, gaming transactions, weapons and/or any other applicable age-restricted products or services, you must comply fully with all local, state and federal laws governing the distribution of age-related products. You certify herein that you will implement age verification procedures governing the sale of such products, including age verification of each customer against an official government records database before entering certain transactions into the credit card payment system. For face-to-face sales, you will require the signature of the Cardholder. To verify legal age, you will also require the Cardholder to present a valid, government-issued photo identification card in the same name and address as the Cardholder. For sales made via mail, telephone and/or the Internet, you will (1) only deliver age-restricted products to the name and address listed as belonging to the Cardholder, and (2) require, without exception, the signature of the Cardholder, as well as presentation of a valid, government-issued photo identification card in the same name and address as the Cardholder to verify legal age upon delivery of the merchandise. Failure to abide by all applicable age verification laws may result in fines and/or loss of merchant card services privileges, as well as termination of your account with us.

10. Settlement of Card Transactions. All credits to the Settlement Account, as well as any other payments to you, are provisional and are subject to our final audit and checking. We may debit or credit your Settlement Account for any deficiencies and overages or may deduct such amounts from settlement funds due to you. We may, within our sole discretion, delay your settlement payments for up to seven (7) days, which period will begin after the settlement payments are received by us. In this event, you acknowledge that we will, and you expressly authorize us to, delay your settlement payments for up to seven (7) days. This delay of your settlement funds does not preclude us from exercising our right to establish a reserve/security account or to suspend payments pursuant to Section 17 of this Agreement. The settlement payments will begin to be credited to your Settlement Account, less any monies owed us, on the next business day following expiration of this rolling delay period. This rolling delay of the settlement payments will be ongoing and continue as long as we are providing your processing services.

Except as otherwise set forth in this Agreement, if we receive your sales records or other transaction records by the applicable cut off time established by us, we will initiate a transfer of applicable settlement funds received from Visa and MasterCard, less any monies owed us, through the ACH to your Settlement Account once we receive said funds from Visa and MasterCard; this will generally occur by 8:00 P.M. Eastern time on the following banking day after we process the applicable transactions.

This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the Bankruptcy Code. We are not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including, but not limited to, the Card Organizations, Debit Networks, EBT Networks, a clearing house or your financial institution.

To the extent the Automated Clearing House (ACH) settlement process is used by us to effect debits or credits to your Settlement Account for the services elected by you on the Application, you hereby agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as are in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your Settlement Account through the ACH settlement process and/or through direct instruction to (or such other arrangements as we deem appropriate with) the financial institution where your Settlement Account is maintained for amounts due to us under this Agreement and under any agreements with us or our affiliates for any related equipment and related services, as well as for any credit entries in error. You hereby authorize and direct the financial institution maintaining your Settlement Account to effect all such debits and credits to your account initiated by us. This authority will remain in effect until we provide written notice to the financial institution maintaining your Settlement Account that all monies due from you to us or our affiliates for any related equipment or services have been paid in full. For the duration of the Agreements, you will be solely liable for all fees and charges assessed by your financial institution, including all overdraft and NSF charges, and you irrevocably release us and hold us harmless from the same fees and charges, regardless of cause.

All sales and credits accepted by us are subject to audit and verification by us and you agree that we may debit or credit your Settlement Account for any inaccuracies, and we will have the right to charge you for any improper sales slips and return them to you.

11. Fees; Adjustments; Collection of Amounts Due From You.

a) **CREDIT AND OFF-LINE DEBIT CARD TRANSACTIONS ONLY:** Our fees and other charges to you for the services and

any supplies we provide will be calculated pursuant to this Section, the Application, or any subsequent amendment to this Agreement. Fees and charges for related services and equipment will be specified on the Application. We will charge you a fee daily for the services to be provided by us to you under this Agreement as stated in this Section and the Application. The fees with respect to Card transactions will be a percentage of the gross amount of a Card transaction or an inquiry fee for each Card transaction. The discount fees shown in the Application will be calculated based on the gross amount of all Visa and MasterCard transactions submitted to us. The inquiry fee will be assessed on every communication attempt from your point-of-sale device. Further, you will pay, in accordance with this Agreement, all fees, cost escalations, assessments, tariffs, penalties, fines or other items that may be charged, assessed or imposed under this Agreement and/or the Rules. The Visa and MasterCard interchange fees and assessments, which are separately specified on the Application if your processing fee is stated as a per transaction dollar amount, or are part of the processing fee if it is stated as a percentage of the dollar volume of transactions, are based on the current interchange rates and assessments set by Visa and MasterCard. Any increases in these interchange fees and assessments will be passed through to you either as part of the separately stated interchange fees and assessments or as part of any percentage-based processing fee. You acknowledge that whenever your transactions fail to qualify for any reduced interchange fees, we will process such transactions at the applicable interchange fees as set by the applicable Card Organization, and you will pay us the corresponding interchange fees (or any percentage-based processing fee based on the corresponding interchange fees). You acknowledge that the fees specified in the Application, as they may be updated or amended from time to time, are basic fees, the lowest discount fee you can achieve, and will apply only to Card transactions which exactly meet certain processing criteria or "qualify" for basic fees according to the Rules. Criteria for determining qualification will include, but not be limited to, whether a Card transaction is: (1) hand entered (the required data is *not* electronically captured by a point-of-sale device reading the information encoded in or on a Card); (2) voice authorized; (3) not authorized; (4) transmitted for processing within twenty-four (24) hours of the Card transaction; or (5) deemed "Non-Qualifying" by the Rules, such as, but not limited to, Card transactions involving foreign Cards or Cards issued as business, commercial, purchasing or government Cards. **In the event that Card transactions submitted to us for processing only partially qualify or do not at all qualify for the qualified discount rate quoted in accordance with the Application and/or the Rules, you may be assessed and agree to pay an additional Non-Qualified or Mid-Qualified Surcharge if set forth on the Application.** Also, if your average ticket size and/or annualized Visa and MasterCard Card volume falls below the amount shown in the Application for any three (3) month period, we may adjust our fees as we deem appropriate, and you will pay us the corresponding adjustments.

b) **ONLINE DEBIT CARD TRANSACTIONS ONLY:** We will charge the NPC processing fee set forth on the attached Application for each debit transaction submitted to each Debit Network regardless of whether such transaction is approved, declined, or determined invalid. In addition, you will be assessed for each debit transaction a Debit Network fee, which is a blended fee based on the transaction fees assessed by the various Debit Networks. The current Debit Network fee set forth on the attached Application is based upon Debit Network fees currently in effect and upon certain sponsorship arrangements made by us with a Debit Network Sponsor ("Sponsor") for your sponsorship needed to participate in each applicable Debit Network. You agree that should any Debit Network or Sponsor raise or lower its interchange fees or other charges, we will have the right to adjust your fees to reflect the increase or decrease in such fees or charges. You agree to pay for all Debit Network or Sponsor setup fees, Chargeback fees and adjustment fees, including but not limited to, late fees which may be imposed by Debit Networks and Sponsors. Any taxes so imposed will be exclusive of the taxes based on our net income. We will charge you the daily/monthly fees as set forth on the Application for the services to be provided pursuant to this Agreement and such other fees as set forth thereon, and such amounts will be payable as provided for in the Application, this Section and Section 17. Said fees may be collected hereunder in accordance with the terms and provisions of the Application, this Section and Section 17.

c) **EBT TRANSACTIONS ONLY:** We will charge you a fee for each EBT Card transaction as set forth on the attached Application regardless of whether said transaction is approved, declined or determined invalid.

You acknowledge that the aforesaid fees set forth on the attached Application are based upon certain EBT Network, State, gateway and access fees currently in effect, and upon certain sponsorship arrangements made by us with an EBT Network for your sponsorship needed to participate in the EBT project and to certain other States not within the EBT Project area.

You agree that should any State or U.S. government entity or any of a State's or U.S. government's designated agents charge a fee or assess any charges on or in connection with EBT Card transactions, then we will have the right to adjust our fees to you to reflect the increase in such fees or charges.

You agree to pay for all gateway and access fees, EBT Network fees, setup, adjustment or chargeback fees which may be imposed by us, an EBT Network or a State participating in the EBT Project.

You agree to pay any taxes imposed on us as a result of the services furnished to you on the transactions under and subject to this Agreement during the term of this Agreement, and such taxes will be added to the charges owed to us and will be deducted from the settlement monies owed to us in accordance with the Agreement terms or immediately paid by you to us upon receipt of issuance. Any taxes so imposed will be exclusive of the taxes based on our net income.

We will charge you the daily/monthly fees as set forth on the Application for the services to be provided pursuant to this Agreement and such other fees as set forth thereon and such amounts will be payable as provided for in Section 10. Said fees may be collected hereunder in accordance with the terms and provisions of this Section, Section 17, and the Application.

d) **ALL CARD TRANSACTIONS:** You will pay any applicable excessive Chargeback handling fees or fines imposed by the applicable Card Organization due to your excessive Chargeback volume and any other fees or fines imposed by the applicable Card Organization for your acts or omissions or related to your submission of transactions for processing to us. **If your total Visa and MasterCard Chargeback items in any line of business exceed 0.5% of your total Visa and MasterCard transactions in such line of business, you will pay us, for all Visa and MasterCard Chargebacks in excess of such 0.5% threshold during such month in your applicable line(s) of business, the excessive Chargeback fee shown on the Application, in addition to the regular Chargeback fees due to us and any applicable Chargeback handling fees or fines imposed by the applicable Card Organization.** You agree to reimburse us for any fees, fines, charges, and/or penalties assessed against you or us arising from your obligations under this Agreement. At our option, we may deduct any Chargebacks, adjustments, fees, charges, obligations and other amounts you owe us pursuant to any provisions of this Agreement from any settlements due to you, or we may debit your Settlement Account for any such amounts you owe us, or we may invoice you, in which case you must pay us for the invoiced amounts within thirty (30) days of the date of our invoice or such shorter time as may be specified. Except for amounts we elect to collect by invoice, if there are insufficient funds available to be withheld or debited to pay amounts you owe, you must immediately reimburse us upon demand. You authorize us to debit your Settlement Account, or any other account we are otherwise authorized to debit, for any amounts due pursuant to this Agreement, or due us or any of our affiliates for any related services.

If you believe that any adjustments should be made to your Settlement Account based on debits or credits we have made to your Settlement Account, including missing credits, or if you have any other questions or concerns regarding services or regarding any report or statement provided by us, you must notify us in writing within forty-five (45) days after the debit or credit in question was made or is missing, such services are performed, or such report or statement is provided. If you fail to notify us within such time period, we will not be responsible for investigating or effecting any required adjustments. If you notify us after such time period, we may, in our discretion, assist you in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties, but we will not have any liability to effect any such adjustments. Any voluntary efforts by us to assist you in investigating such matters

will not create any obligation to continue such investigation or assist with any investigation in response to any future notices of possible adjustments that are not timely submitted.

Pursuant to Section 24, we may amend the fees and charges for services and supplies provided under this Agreement. You agree to pay any taxes imposed on the services furnished to you on the transactions under and subject to this Agreement, and such taxes will be added to the charges owed to us and will be deducted from the settlement monies due to you in accordance with the Agreement terms. Any taxes so imposed will be exclusive of the taxes based on our net income. You will pay us any extra or special charges imposed by third parties plus our reasonable handling charge for any supplies that we provide, and, if applicable, an overnight shipping charge. You will also pay us any extra or special charges imposed by third parties, plus our handling charge, if any transactions processed or initiated hereunder are charged back, reversed or rejected (including Chargeback fees and fines and ACH reject fees). We may charge you interest at our then current rate for any amounts that are not timely paid by you.

At the time we investigate possible fraud or suspicious account activity, we will charge you an investigative fee of up to fifty dollars (\$50.00).

Several factors affect the best rate you may achieve on any given transaction, including but not limited to, the type of Card used, the number of days between the sale and the date you submit the transaction to us, obtaining authorization, capturing all transaction data, submitting the transaction in the correct format, and proper functioning of your point-of-sale terminal, software, and communications lines. Further, the Card Organizations change the transaction qualification criteria from time to time, and your terminal or software may not meet the new criteria. We make no representation or warranty that your transactions qualify for any given rate, and we disclaim all responsibility and liability for a transaction's failure to so qualify. You will release and hold us harmless from any loss, cost or damage, including legal fees and court costs, resulting from transaction's failure to qualify for a particular rate. In addition, Card transactions that do not meet the necessary criteria for payment are subject to complete denial, reversal and/or chargeback.

12. Chargebacks, Etc. We may charge back to you any transaction amount (commonly referred to as "Chargeback"), and you will reimburse us for any related losses we incur, when it appears that the transaction is subject to charge back by the Card Issuer or Cardholder in accordance with the Rules or applicable law.

13. Retention of Records; Retrieval Requests. You will retain legible images (on microfilm or otherwise) or legible copies of your Card transaction drafts or sales records for a period of at least eighteen (18) months from the date of the transaction or such other period as may be required by law or the Rules. You will submit to us a legible copy of a Card transaction draft or sales record if any Card Issuer requests such retrieval.

Your deadline for providing us a legible copy of the requested Card transaction draft or sales record will be ten (10) days after the date of the Card Issuer's retrieval request, as specified in the notice from us.

14. Confidentiality and Data Security.

- a) You will treat this Agreement, all Manuals/Instructions and any other information provided by us as confidential and will not disclose to any third parties the terms of this Agreement, the provisions of the Manuals/Instructions, any information received from Card Organizations, or any other such information; provided, however, that these restrictions will not apply to information: (a) rightfully obtained by you on a non-confidential basis from an entity or person other than us and our agents and representatives, which entity or person was not subject to a duty of confidentiality, (b) rightfully and independently known by you on a non-confidential basis prior to its disclosure by us or (c) generally available to the public other than through any disclosure by or fault of you or your agents or representatives. In accordance with state and federal law, as well as our applicable policies, we may participate in sharing relevant information among other financial institutions, regulatory authorities, law enforcement agencies and other entities authorized by such law/policies. If you provide and/or issue EBT Benefits in more than one State pursuant to this Agreement, the laws of the State in which the Benefits were issued will apply to information arising out of that transaction.

We may disclose to our affiliates information about you and your activities so that they may consider you for, and if they desire, offer to you their products and services. You agree that we may share information about our experience with you among our subsidiaries and affiliates, such as information about transactions and experiences between us and you. In addition, we may share with our affiliates and subsidiaries information contained in any applications, financial statements or other documents provided by you in connection with these or other transactions, and information we may obtain about you from outside sources.

All NPC Systems are and will remain the exclusive property of NPC or licensors of such NPC Systems, as applicable (except as may expressly provided to the contrary in this Agreement). NPC System(s) will be defined for the purposes of this Agreement as software and related documentation; software technical formats and specifications; hardware and related documentation, formats and specifications; technical and business information relating to inventions and present and future products and product lines; intellectual property; know-how; and any other information that is identified by us as a NPC System. You acknowledge that NPC System(s) and the electronic funds transfer systems operated by each Card Organization or its provider and all technical and operational data, specifications, marketing materials and manuals, including the Rules and any other information regarding such systems, are proprietary and unique and subject to the confidentiality provisions of this Agreement. You will have no ownership interest or other rights in any NPC System. Upon the expiration or termination of this Agreement, you will return all copies of all manuals or other items relating to the NPC System(s) which are in your possession and certify to us in writing that you have retained no material relating to the NPC System(s).

- b) Unless you obtain consents from the applicable Card Organizations, Card Issuers and Cardholders, Recipients and/or States you must not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) for any purpose other than authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions, except pursuant to a court or governmental agency request or order. You will promptly advise the State or its designated agent of all requests made to you for information described above relating to EBT Card transactions. You must use proper controls for secure storage of, and limit access to, and must render unreadable prior to discarding, all records containing Cardholder account numbers, Card imprints and Cardholder signatures. You must not retain or store magnetic stripe data after a transaction has been authorized. If you store any electronically captured Cardholder signature, you may reproduce such signature only upon our request. In addition, you agree to dispose/destroy of all consumer Cardholder information that you may obtain in connection with this Agreement in accordance with the Rules and the Law, including without limitation, the terms of the Gramm-Leach-Bliley Act and other regulations dealing with the privacy and protection of non-public consumer information. You must notify us of the identity of any and all third parties engaged by you ("Merchant Provider(s)") who will have access to Cardholder data and you may allow Merchant Providers access to that data only for purposes authorized under the Rules. You and Merchant Providers must have proper security measures in place for the protection of Cardholder data, and you must comply with and assure that Merchant Providers comply with the Card Organizations' Payment Card Industry ("PCI") Data Security Standard, which may also be referred to as the Visa Cardholder Information Security Program ("CISP") and the MasterCard Site Data Protection Program ("SDP"). You must have written agreements with Merchant Providers requiring that compliance. Any fees, fines or penalties from non-compliance will be passed through to you. During any term of this Agreement, you will immediately notify us of any suspected or confirmed loss or theft of any transaction information, including any loss or theft from a Merchant Provider. As required under the Rules, you are responsible for demonstrating your and Merchant Providers' compliance with the CISP, SDP and PCI programs, and providing reasonable access to your locations and ensuring the Merchant Providers provide reasonable access to their locations to verify your and their ability to prevent future security violations. You will indemnify us against any and all costs, expenses, damages and/or losses resulting from such breach of security, or loss or theft of transaction information. In

addition, in the event of a suspected or confirmed loss or theft of information, you agree, at your cost, to provide all information requested by us, a Card Organization, financial institutions or local, state or federal officials in connection with such event and to cooperate in any ensuing investigation. Any information provided in response to such investigation will (as between you and us) be considered our confidential information. You agree that we may release to the Card Organizations, financial institutions and/or local, state or federal officials, any information you provide to us in connection with a suspected or confirmed loss or theft of transaction information. The requirements of this provision apply to Cardholder data regardless of the medium in which the information is contained and regardless of whether you process transactions via Internet, mail, phone, face-to-face or any other method. Additional information regarding data security may be found at the Card Organization websites.

- c) If you receive a password from NPC to access NPC's database, you will: i) keep the password confidential; ii) not allow any other entity or person to use the password or gain access to NPC's database; iii) be liable for any/all actions taken by any user of the password; and iv) promptly notify NPC if you believe the confidentiality of NPC's database or your information has been compromised by use of the password.
- d) You are responsible for insuring your Merchant Identification Number ("MID") is kept confidential. When a change to a Merchant account is required, you will disclose your MID to our representative as confirmation that the person requesting the change has authority. If the person requesting the change discloses the proper MID, we will assume that person has the proper authority to make the change. You will be fully liable for any changes to your account after disclosure of the MID. We may request from you additional information to further verify your identity in our sole discretion.

15. Advertising. You must display Visa, MasterCard and any other applicable Card Issuer, Debit and EBT Network decals and program marks on promotional materials we furnish, and if applicable the Electron symbol, in equal prominence near the point-of-sale devices and as otherwise required by the Rules. You acknowledge that you will not acquire any right, title or interest in or to any Visa, MasterCard, Debit or EBT Network or other applicable Card Issuer marks by virtue of this Agreement. Further, you must not indicate that Visa, MasterCard, or any other Card Organization or State endorse your goods or services and must not continue using such materials after termination of this Agreement. Any use of a color reproduction, facsimile, replica or picture of a Card Organization Card for advertising purposes other than media advertising is prohibited unless the reproduction, facsimile, replica or picture is proportionately larger or smaller in length and width by at least 10% of the standard dimensions for Card Organization Cards. You will promptly cease all use of a program's marks upon termination of your participation in the applicable Card Organization or upon notification from us or any State or Card Organization to cease use of said marks. No right, title or interest in the service marks have been transferred or is being transferred to this Agreement, except the non-exclusive right to use said marks as provided in this Agreement.

16. Assignment. Subject to the following provisions, this Agreement is binding upon successors and assigns and inures to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent will be considered an assignment or transfer hereof. No assignee for the benefit of creditors, custodian, receiver, trustee in Bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of your assets or business, will have any right to continue, assume or assign this Agreement. We may assign or transfer this Agreement and our rights and obligations under this Agreement and we may delegate our duties under this Agreement, in whole or in part, to any third party, without obtaining your consent.

17. Term; Default; Reserve/Security Account.

- a) This Agreement is binding upon the earlier of (i) its execution by all parties as evidenced by signatures on the Application or (ii) the settlement by us of (A) any Card transaction submitted by you to us pursuant to this Agreement if you are a new customer that does not already have an agreement with us for Card transaction services or (B) any Card transaction submitted by you thirty (30) or more days after your receipt of this Agreement if you are one of our existing customers whose current agreement with us for Card transaction services is being replaced by this Agreement. Unless otherwise agreed by the parties, the Initial Term of the Agreement will be three (3)

years. The Agreement will continue in full force thereafter for successive three-year periods on the same terms and conditions expressed herein, unless any party gives one hundred twenty (120) days advance written notice of termination to the other parties to be effective no earlier than the expiration of the Initial Term or any Renewal Term, or as otherwise set forth herein.

b) We may terminate this Agreement upon thirty (30) days' written notice to you, with or without cause. In addition, if any of the following events (each a "Default") occurs, we may terminate this Agreement immediately without notice and exercise all of our other rights and remedies under this Agreement and applicable law: (i) a material adverse change in your business, financial condition, business procedures, products or services, a sale of all or a substantial portion of your assets, or a change in control of your business (directly or indirectly); (ii) any information provided on the Application was false or misleading, (iii) irregular Card sales, excessive Chargebacks, illegal activity or any other circumstances which, in our discretion, may increase our potential exposure for your Chargebacks or otherwise present a financial or security risk to us; or (iv) a default by you in any material respect in the performance or observance of any term, covenant, condition or agreement in this Agreement, or in any other agreement with us or any of our affiliates, including the non-payment of any fees due to us; (v) any non-compliance by you with the terms of the Agreement or the Rules, or any reasonable belief by us, as applicable, that you may fail to comply with the terms of the Agreement, which failure would constitute a substantial risk to us, (vi) if you are disqualified or withdrawn from the Benefit issuance program(s) indicated on the Application, (vii) there is an overdraft for five (5) consecutive days in your Settlement Account, (viii) any guaranty is revoked, (ix) your business name and/or the names of your principals is listed on the MATCH (Membership Alert To Control High Risk Merchants) System and/or other security/credit alert systems, or (x) you file a voluntary petition or complaint seeking relief under any federal or state bankruptcy or other debt relief statute, an involuntary petition under any federal or state bankruptcy or other debt relief statute is filed against you, you generally become unable to pay your debts or trade obligations as they become due, or you make a general assignment for the benefit of creditors. If an order of relief is entered against you in a case commenced under Title 11 of the United States Code and you are given the right to assume or reject this Agreement, you must do so within sixty (60) days after the entry of such order of relief; if you fail to do so, we may terminate this Agreement immediately upon written notice to you. If, during any six (6) month period (the "Measurement Period") the average size or the total amount of your Card transactions is more than 20% lower than the amount stated in the Application for (i) your average Card transaction size or (ii) one-half of your annual Card volume, then we may terminate this Agreement by giving you at least thirty (30) days' advance notice; any such notice must be sent to you within thirty (30) days after the end of the applicable Measurement Period.

We may, upon receipt of verbal or written instructions from any Card Organization to which we are providing access hereunder, immediately cease to provide to you, including your clients, access to such Card Organization. We will use reasonable efforts to promptly notify you of such interruption in Card Organization access.

c) The provisions of this Agreement that govern processing of Card sales and credits and settlement will continue to apply even after this Agreement is terminated, until all Card transactions are settled or resolved, and the provisions of Sections 10, 11, 12, 13, 14, 16, 17, 18, 20, 21, 22, and 23 will survive any termination. Upon termination, all amounts payable to us will be due and payable in full without demand or other notice of any kind (all of which you agree to expressly waive) and you must immediately send us all the data relating to Card sales and credits made up to the date of termination. We will not be liable to you for any direct or consequential damages you may suffer as a result of the termination of this Agreement.

d) If this Agreement is terminated at any time other than upon expiration in accordance with Section 17 (a), we will be entitled to recover, and you will pay on demand, any and all losses (including consequential damages, loss of profits, costs, expenses and liabilities) incurred by us in connection with termination. You will be responsible for all collection and legal fees and expenses we incur in the collection of any delinquent amounts you may owe us. You also acknowledge that we will incur costs and expenses to provide certain routine services following termination of the Agreement, similar to those provided during the term of this Agreement, including processing Chargebacks relating to transactions that initially occurred prior to termination, providing monthly statements to you to report any such Chargebacks or other adjustments and responding to telephone calls and other inquiries. **Therefore, notwithstanding any**

terms or conditions to the contrary contained elsewhere, if this Agreement is terminated prior to expiration of any term, you agree to pay us an Early Deconversion Fee for each location as set forth on the Application to cover our routine post-termination services. Whether or not we charge an Early Deconversion Fee for our services, you will remain liable for Chargebacks and other adjustments as provided in Section 17(e) and for other costs, damages, losses, expenses and liabilities incurred by us in connection with an early termination of this Agreement. You authorize us to debit your Settlement Account for, or deduct from any settlement funds otherwise owed to you, the Early Deconversion Fee, plus any and all losses (including costs, expenses and liabilities) incurred by us in connection with termination. If your settlement funds or the balance in your Settlement Account is insufficient to cover the Early Deconversion Fee and all such losses, you agree to pay us such amounts immediately on receipt of invoice.

e) After any termination of this Agreement, you will continue to bear total responsibility for any and all Chargebacks, credits and adjustments and all other amounts then due, or which later become due, to us under this Agreement or to either of us or any of our affiliates for any related equipment or related services. In connection with termination, we may require that a reserve/security account be established and maintained by you or on your behalf with us (or otherwise for our benefit) in an amount equal to:

(i) our reasonable estimate of your dollar volume of incoming Chargebacks, for a nine (9) month period and your credits (for returns or otherwise) for a two (2) month period (which may be based on actual volume during the preceding 270 days for Chargebacks and 60 days for credits or 9 times your average monthly dollar volume of incoming Chargebacks and 2 times your average monthly dollar volume of credits, as determined during a recent 12-month period or any shorter term of this Agreement) or such higher amount that we deem necessary and sufficient to cover our potential liability for Chargebacks and credits; plus

(ii) our reasonable estimate of all fees, charges, obligations and other amounts that may be owed to us or we reasonably expect to be owed to us under or in connection with this Agreement at or following termination (including all adjustments needed to reconcile any discrepancies, to reflect increased interchange fees because of failure to comply with intended rates or interchange fees, or otherwise), any and all fines assessed against you or us or which may be assessed against you or us, any and all fines assessed against you or us in relation to Compliance Cases (as defined in the Rules) directly or indirectly attributable to you, any other fees and charges not collected by us prior to termination, and damages and other amounts due under Section 17(e) upon premature termination; plus

(iii) our reasonable estimate of all uncollected fees (including, but not limited to, debit adjustment fees and Authorization fees), charges, obligations and other amounts (including damages and other amounts due upon premature termination) payable to either of us or to any of our affiliates for related equipment or related services.

f) Without exercising (and without waiving) our right to terminate this Agreement immediately without notice and exercise our rights and remedies, if any of the events in Section 17(b) occur, we may, in our sole discretion, (i) require you to establish a reserve/security account with us during the term of this Agreement equal to the same amount as set forth in Section 17(e) and/or (ii) change processing or payment terms to suspend for any reasonable period of time required credits or other payments of any and all amounts now due or to become due to you pursuant to this Agreement. Should processing or payment terms be changed, we will notify you within a reasonable time after effecting a suspension of credits or other payments, stating our reason for such suspension. If you have accepted and processed fraudulent transactions, we will not be obligated to pay you for such transactions and will have full recourse against you for all such aforementioned transactions. We will also have the right to assess fees and recover all costs associated with the investigation of any suspected fraudulent activity. We will have no liability to you for any losses, either direct or indirect, which you may suffer as a result of any such suspension of funds disbursement or failure to pay for transactions.

g) In connection with the termination of this Agreement or any other event entitling us to require a reserve/security account from you (and continuing thereafter until the reserve is released pursuant to Section 17(h)), we may use any funds otherwise due to you, or we may debit your Settlement Account for funds, to establish and maintain on

your behalf (or restore/supplement) the balance of your funds in a reserve/security account containing your funds equal to the amount set forth in Section 17(e). Your reserve/security funds required by Section 17 may be held in a commingled reserve/security account for the reserve/security funds of our customers, without involvement by an independent reserve agent.

h) The requirement to maintain a reserve/security account will not limit our right to debit or withhold ongoing settlement payments as recoupment for Chargebacks, potential Chargebacks, adjustments, fees, fines, charges, obligations and other amounts due hereunder. Your funds in the reserve/security account may be used to settle Chargebacks, adjustments, fees, charges, obligations and other amounts described in Section 17(e), whether arising before, on or after termination and whether such obligations or other amounts are liquidated, fixed, contingent, matured or unmatured, whenever there are not sufficient settlement funds due to you to cover such Chargebacks, adjustments, fees or other charges or obligations. We will refund any of your unused funds remaining in such reserve/security account to you generally no later than 280 days after termination of this Agreement, and if we receive a written request from you within thirty (30) days thereafter, we will provide you with an accounting of any of your funds debited or credited from or to such account. If your funds in the reserve/security account are not sufficient to cover the Chargebacks, adjustments, fees, charges, obligations and other amounts due from you, or if your funds in such account have been released, you agree to promptly pay us such sums upon request.

i) You acknowledge that we may monitor your daily Card transaction activity. You agree that we may upon reasonable grounds divert into a reserve/security account the disbursement of your funds and/or temporarily suspend processing under this Agreement. Reasonable grounds will include, but not be limited to, the following: suspicious or unusual transaction activity; material variance in the nature of your business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by you in this Agreement; you do not authorize transactions; we receive excessive retrieval requests against your prior activity; excessive Chargebacks are debited against your prior activity; you do not deliver product or render full service on or before the transaction date; or you key a foreign card transaction. If your funds are diverted by us or we have temporarily suspended processing under this Agreement, such diversion or suspension will be for any reasonable period of time required by us to fully investigate your account activity and resolve, to our sole satisfaction, your subject transaction or activity. We will maintain any funds diverted in a non-interest bearing account, which may be a commingled account. We will have no liability for any losses, either direct or indirect, which you may attribute to any diversion of funds, or suspension of processing.

j) In the event you fail to establish or maintain any required reserve/security account, we may immediately terminate this Agreement and may exercise any other rights we have under this Agreement.

k) If this Agreement is terminated for any of the reasons specified as cause by the Rules, including, but not limited to, fraud, counterfeit paper, prohibited Card transactions, excessive Chargebacks, highly suspect activity or non-payment of fees, you acknowledge that we may be required or may elect to report your business name and the names of your principals together with other identifying information to the MATCH (Membership Alert To Control High Risk Merchants) System and other security/credit alert systems. You expressly agree and consent to such reporting in the event this Agreement is so terminated and, furthermore, will hold us harmless against any claims that arise as a result of such reporting.

18. Security Interest and Setoff Rights. To secure your obligations to us and our affiliates under this Agreement and any other related agreements described below, you irrevocably grant to us a lien against and security interest in any funds pertaining to the transactions contemplated by this Agreement now in our possession or that may come into our possession, whether due or to become due to you, together with the proceeds thereof, the Settlement Account, the reserve/security account and any other deposit account held by you with Bank or any other financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, and any of your property held by us. Any such funds may be commingled with other funds, and need not be maintained in a separate account. In addition to any rights granted under applicable law and not by way of limitation of such rights, you authorize us at any time and from time to time, without notice or demand (any such notice and demand being expressly waived) to set off, to appropriate and to apply any and all such funds against and on account of your obligations (including damages and other amounts due under Section 17(d) upon premature termination) under or in connection with this Agreement and any other agreement with us or any of our affiliates for related equipment or related services, whether

such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to execute and deliver to us such instruments and documents we may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in this Agreement. In addition, your signature on the Application also will be considered your signature agreeing to any master control agreement as defined in Article 9 of the Uniform Commercial Code among you, us and any other bank, under which agreement we, you and any other bank agree to the disposition of funds in the Settlement Account, the reserve/security account or any other deposit account without further consent by you, provided that the control agreement will not obligate you to pay additional fees to the Bank or to the other bank.

19. Financial and Other Information. You and your undersigned official will provide us upon request financial statements and other information about your business and principal owner(s) and officer(s) and your compliance with the terms of this Agreement. You and your undersigned official(s) and any Guarantor(s) authorize us to obtain from third parties financial and credit information about you, your undersigned official(s) and any Guarantor(s), respectively, in connection with our determination whether to accept this Agreement and our continuing evaluation of the financial and credit status of you, your undersigned official(s) and any Guarantor(s). Upon request, you will provide to us or our representatives reasonable access to your facilities and records for the purpose of performing any inspection and/or copying of your books and/or records we deem appropriate.

You will provide us with written notice of your intent to liquidate, substantially change the basic nature of your business, transfer or sell any substantial part (25% or more) of your total assets, or change the control or ownership of your business or of any other entity that controls your business, thirty (30) days prior to such liquidation, change, transfer or sale taking place. You will also notify us of any judgment, writ, warrant of attachment, execution or levy against any substantial part (valued at 25% or more) of your total assets not later than three (3) days after you obtain knowledge of any such judgment, writ, warrant of attachment, execution or levy.

20. Indemnification. All disputes between you and the Cardholder will be settled between you and the Cardholder. You must ensure that the Cardholder understands that you are responsible for the transaction, for any related customer service, dispute resolution, and performance of terms and conditions of transaction. You agree to indemnify and hold us and any third party providing services hereunder (Providers and Sponsors) and each Card Organization and said Card Organization's participants harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by you under this Agreement, or arising out of your or your employees' negligence, fraud or willful misconduct in connection with your Card transactions, use of our services, or otherwise arising from your provision of goods and services to Cardholders. In addition, you agree to indemnify and hold us and any Providers, Sponsors, States, and each Card Organization and said Card Organization's participants harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from you, or your employees', agents', or representatives' (1) failure to abide by a requirement of this Agreement, (2) violation of any applicable law or regulation or order, (3) misuse of any protected mark of a Card Organization, (4) effecting transactions with the use of a lost, stolen, counterfeit, or misused Card, or (5) conduct of your business. Further, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) we may incur pursuant to any Rule resulting from your action or inaction, including but not limited to, all losses and expenses we may incur as a result of any action you institute against any Card Organization or Card Issuer following a Chargeback. Further, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from our compliance with the verbal or written instructions of any Card Organization. You agree to hold us harmless for any activity arising out of the negligence or willful misconduct, acts and/or omissions of any third party engaged by you including the employees and/or agents of said third party.

If providing any of the services to you hereunder violates, or in our reasonable opinion is likely to violate, any applicable laws or governmental regulations, or should we receive instructions from a governmental agency having authority over your business instructing us to cease providing any or all of said services, or should you cease operations, then we may, upon oral notice to you, immediately cease providing the affected services to you.

We agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by us under this Agreement or arising out of our or our

employees' gross negligence or willful misconduct in connection with this Agreement.

IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR AS A RESULT OF ENTERING INTO OR RELYING UPON THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

21. Performance of Duties. Each party will be excused from performance under this Agreement, except for any payment obligations, for any period and to the extent that the party is prevented from performing, in whole or in part, as a result of delays caused by the other party or any act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations, or nonavailability of electrical power, heat, light, air conditioning, or telecommunications equipment. Such nonperformance will not be a default or a ground for termination as long as reasonable means are taken to expeditiously remedy the problem causing such nonperformance. Notwithstanding the foregoing, during any period when our performance is hindered or precluded by reason of any of the aforesaid causes, your obligations to make payments hereunder will be reduced on an equitable basis. If you elect not to implement the redundant configuration recommended by us for connectivity to us, we will have no liability if the connectivity fails and you agree to indemnify and hold us harmless from any and all resulting losses, liabilities, damages and expenses resulting therefrom. None of the following will be liable or deemed to be in default for any delay or failure to perform under this Agreement or for any interruption in the services resulting, directly or indirectly, from any cause beyond its reasonable control: any State, NACHA, EBT Network, a State's designated agent, or us.

22. Governing Law; Miscellaneous.

a) This Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflicts of law provisions, regardless of where you may conduct business, except that Section 23 will be governed by the Federal Arbitration Act. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. A waiver by us of any of the covenants, conditions, or agreements to be performed by you or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this Agreement.

b) WE MAKE NO WARRANTIES TO YOU, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Our sole liability to you or any third party for any claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of the delay of, or interruption in the services provided or to be provided by us hereunder, will be to use reasonable efforts to commence or resume the services as promptly as reasonably practicable. Should we be required to defend a claim brought by you and we prevail, we will be entitled to reimbursement from you, and you agree to pay us all costs, attorneys' fees and any other expenses incurred in connection with those proceedings. No action, regardless of form, arising out of or related to this Agreement may be brought by you more than one (1) year after the cause of action has accrued.

c) You agree to comply with all applicable federal, state, and international laws and governmental rules and regulations relating to the operation of your business.

d) We, in providing services, are acting as an independent contractor and do not undertake by this Agreement or otherwise to perform any of your regulatory or contractual obligations. We have the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by us under this Agreement.

e) You agree to comply with the Rules. The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. You further agree to comply with all applicable state, federal and local laws, rules and regulations, as amended from time to time ("Laws"), including but not limited to laws and regulations regarding anti-money laundering compliance, in completing Card transactions, submitting them to us, performing your obligations under this Agreement and otherwise conducting your business. You will assist us in complying in a complete and timely manner with all Laws and Rules now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to us all such instruments we may from time to time reasonably deem necessary. It is your

responsibility to know all applicable Laws and the Rules that apply to your acceptance of Cards and for ensuring that your equipment complies with all Laws and Rules. You agree to indemnify, defend and hold us harmless from and against any loss, cost or damage (including reasonable legal fees and court costs) incurred as a result of your failure to comply with applicable Laws or Rules.

f) You will be liable for and will indemnify and reimburse us for all attorneys' fees and other costs and expenses paid or incurred by us in the enforcement of this Agreement, or in collecting any amounts due from you to us or to any agent of ours, or resulting from any breach by you of this Agreement.

g) NPC and Bank are not a party to, and have no liability with respect to, your contractual relationships with third party service providers.

23. Dispute Resolution and Arbitration. If the parties disagree as to any matter governed by this Agreement, the parties will promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place on an individual basis without resort to any form of class action. The arbitrator(s) will have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in Section 22 of this Agreement, any arbitration hereunder will be governed by the Federal Arbitration Act.

24. Amendments. We may change this Agreement, the Manuals/Instructions, or other operating procedures by giving you at least fifteen (15) days advance notice. However, in the event of changes in the Rules or due to security or risk control reasons, certain changes may become effective upon shorter notice. In addition, we may from time to time notify you in writing or through other means of requirements that must be satisfied to qualify for various incentive programs. Any Card sales made by you after the effective date of such change will constitute consent to the new terms.

Notwithstanding the foregoing, we will use reasonable efforts to notify you at least thirty (30) days in advance of any fee changes. Following such notification by us of any amendment of the fees referenced herein and for thirty (30) days thereafter, you may terminate this Agreement upon written notice to us without the obligation to pay us any penalties for early deconversion. However, any Card sales made by you on or after thirty-one (31) days following such notice to you will constitute consent to the new terms.

25. Notices. All notices hereunder (unless involving normal operational matters, including requirements for various incentive programs) must be in writing and will be deemed given (a) if sent by mail, on the third business day after being mailed first-class mail to the specified address; (b) if sent by courier, when delivered; or (c) if sent by facsimile, when transmission is confirmed; in any case, if to you at the address appearing in the Application, and if to us, notice must be sent to c/o NPC at 4601 Commerce Crossings Dr., Suite 300, Louisville, Kentucky, 40229, Attention: Customer Services, Fax: (a) ACH/DDA changes (281) 257-7763, (b) Account Closes (877) 497-4347 and (c) other issues (800) 247-2368, and you may also provide a copy directly to Bank at 1125 First Avenue, 2nd Floor Uptown Center, Columbus, GA 31901, or to such other address as we or you may have specified in a written notice to the other. We may include a notice with or on your statement. As an alternative, we may make any notices available by electronic means such as on our Internet web site and notify you how it may be accessed, including notification by electronic mail. If we make a notice available by electronic means, we also will provide a toll-free telephone number where you may order a paper copy with postage paid

by us. You agree to read all notices affecting this Agreement that we send or make available to you.

26. Certain Rights of Card Organizations. The parties acknowledge that the Rules give the Card Organizations, including all applicable Debit and EBT Networks, the States, the State EBT Service Provider, and certain governmental entities participating in the EBT Project, certain rights to investigate you and to require termination or modification of this Agreement with respect to transactions involving said Card Organization's systems.

27. Systems Enhancements. If, after the effective date of this Agreement, you request us to perform or provide any System Enhancements and we subsequently agree to provide you such System Enhancements, we will use reasonable efforts to provide such System Enhancements if you pay us the additional fees charged by us for such System Enhancements to accommodate changes in applicable Laws or the Rules will be at your expense.

28. Signature; Electronic Contracting; General Provisions. Your signature, a facsimile copy of your signature, a digitally stored image of your signature, or a unique digital signature on or captured within (as applicable) the Application attached to this Agreement serves as the signature for this Agreement. The parties to this Agreement expressly acknowledge and agree that the parties to this Agreement may choose to contract via electronic means and that such contracts will have the same force and effect as if conducted via conventional form. Notwithstanding anything to the contrary elsewhere in this Agreement or in other agreements you may have with us, it is expressly acknowledged and understood that all such electronic contracting is and will be conducted pursuant to the provisions of Kentucky Revised Statutes §369.010 et seq. The parties to this Agreement also expressly acknowledge and agree that any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Agreement will have the same force and effect as the original form of this Agreement. You indicate, by signing the Application or by submitting sales data, your acceptance of and agreement to the terms and conditions of this Agreement. This Agreement will become effective only if and when we note our acceptance of it or process sales data that you submit. In addition, if, after the effective date of this Agreement, you elect to accept other card types, by submitting sales data for said card type (after approval by us and the Card Issuer, if applicable) you indicate your acceptance to the pricing and conditions associated with accepting said Card types.

29. Telephone and Mail Orders; Electronic Commerce; Recurring Sales or Other Preauthorized Orders or Sales. You may not accept MO/TO/IO transactions unless you have specifically informed us of the percent of MO/TO/IO transactions to be conducted and we have specifically authorized you to accept such transactions. Acceptance of such transactions without authorization from us will constitute a breach of this Agreement. If you accept and we authorize you to accept telephone or mail orders or electronic commerce transactions or recurring sales or other preauthorized orders or sales, you must comply with all requirements of the Rules regarding mail order, telephone order, electronic commerce, recurring sales and other preauthorized orders or sales, including but not limited to, the Rules contained in the Manuals/Instructions.

You acknowledge and agree that you will only submit Electronic Commerce Card transactions in U.S. Dollars that arise from a Cardholder's purchase over the Internet. You will be responsible for obtaining any operational consents required of the Card Issuers to comply with procedures or practices contemplated by both you and us under this Agreement. If software is to be purchased by you, you will be responsible for sublicensing fees and all other fees for software and the software programs utilized by you that enables you to connect to and maintain communication between you, the Internet and us. You will, at all times, maintain in effect a Sublicense Agreement for any such software. You agree to use any such software and the software program properly and for the purposes for which it was intended.