

AUTOMATIC PAYMENT COLLECTION AGREEMENT

Company Name ("Client"): _____

DBA: _____

Address: _____

City, State, ZIP: _____

Partner (if applicable): _____

CheckFree Services Corporation ("CheckFree")
6000 Perimeter Drive
Dublin, Ohio 43017-3215
(800) 242-9522

Authorized Account:

Authorized Persons:

Account Number: _____

Name: _____

Name: _____

Bank and branch name: _____

SSN: N/A non-profit _____

SSN: N/A non-profit _____

ABA/Routing Number: _____

Title: _____

Title: _____

Account Type: _____

Phone: _____

Phone: _____

This Automatic Payment Collection Agreement ("Agreement") is entered into between CheckFree and Client as of the date CheckFree has by its signature below indicated acceptance hereof.

1. Agency. Client appoints CheckFree as its exclusive agent for the collection of monthly or other periodic charges ("Periodic Payments") from all of those persons ("Consumers") who have agreed to make such Periodic Payments.

2. Collection. CheckFree accepts the appointment and agrees that on the agreed upon date(s) of each calendar month (or the next banking day if the agreed upon date(s) fall on non-banking days during the term of this Agreement), CheckFree will submit to various networks, including, but not limited to, the Automated Clearing House and the Federal Reserve System and National Credit Card Networks data in the form required for the electronic debiting of Periodic Payments from Consumers' bank deposits or credit card accounts and a deposit on the next banking day of those Periodic Payments to Client's bank deposit account.

3. Authorization. Client will obtain from each participating Consumer necessary information in proper form authorizing automatic entries to such Consumer's bank or credit card account to transfer Periodic Payment amounts to Client's bank deposit account. Client will indemnify and hold CheckFree and its directors, officers, agents, employees, affiliates subsidiaries, and successors in interest harmless from and against all claims, damages, losses, penalties, and expenses (including without limitation attorneys' fees), resulting from or related to Client's failure to obtain such authorizations. Client hereby authorizes CheckFree to make direct deposits of Periodic Payments and to debit for fees and other charges as set forth herein and on the attached Fee Addendum.

4. Collection Data. Client shall provide CheckFree with data necessary for the electronic funds transfer ("Collection Data") in the form and at the times prescribed by CheckFree and shall make periodic checks and updates necessary to cause the Collection Data to be current and accurate at all times. The format and schedule requirements for delivery of Collection Data by Client may be changed by CheckFree during the term of this Agreement, and Client shall deliver Collection Data in conformity with changed requirements set forth from time to time by CheckFree. By delivering such data to CheckFree, Client shall be presumed to have approved and warranted the accuracy of the its contents. Client warrants to CheckFree that all data and entries delivered to CheckFree by Client will (a) be in correct form, (b) contain true and accurate information, (c) be fully submitted by the Consumer, and (d) be timely under the terms and provisions of this Agreement.

5. Fees. For the services performed by CheckFree, Client will pay the fees as detailed on the attached Fee Addendum. Client pays any applicable sales tax.

6. Changes in Fee Schedule. Charges for the services may be changed by CheckFree at any time upon sixty (60) days prior written notice to Client. Upon receipt of any notice of a price increase, Client may, by written notice to CheckFree given at least thirty (30) days prior to date such price increase becomes effective, terminate this Agreement

within ninety (90) days after the date of such notice, in which case such price increase will not be effective with respect to the Client.

7. Payment of Fees. CheckFree will deduct automatically all fees and other charges described in paragraph 5 hereof from the Periodic Payments to be deposited in Client's Authorized Account, and Client hereby authorizes CheckFree to deposit all Periodic Payments less all such deductions in Client's Authorized Account. Should the Periodic Payments be Inadequate to cover the fees due CheckFree pursuant to the Fee Addendum, Client authorizes CheckFree to electronically debit Client's Authorized Account for the balance due. Client agrees to execute and deliver to CheckFree all bank authorizations and other documents necessary for CheckFree to effect the automatic transfer of Periodic Payment collection or to effect the electronic debit discussed in the preceding sentence. CheckFree acknowledges that the Authorized Persons are the only persons authorized by Client to change the Authorized Account information.

8. Settlement. Client accepts full financial responsibility for the amount of any debit entries returned unpaid to CheckFree, irrespective of the reason for the return. In settlement of each debit entry returned unpaid, Client authorizes CheckFree to debit Client's Authorized Account on the day the return is received by CheckFree or thereafter, and Client warrants that it shall, at all times, maintain a sufficient balance in such account to cover returned debit entries. Client will pay to CheckFree the amount of any returned debit entry which for any reason cannot, in part or in whole, be debited against Client's Authorized Account. CheckFree may require Client to maintain a balance with CheckFree to cover returns.

9. Warranties and Limitations of Liability. CheckFree warrants that it will exercise reasonable care in the performance of its obligations under the Agreement. CHECKFREE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. Because of the extreme difficulty of fixing actual damages for any failure of CheckFree to perform its obligations hereunder, or from any failure of CheckFree to perform any obligations imposed by law, the parties agree that CheckFree's liability hereunder, if any, shall be limited to liquidated damages in the amount of the Minimum Processing Fees (refer to Paragraph 5), or the total amount of the Transaction Fees (refer to Paragraph 5), paid for the two (2) calendar months immediately preceding the month in which the event occurred which gave rise to the damages. The provisions of this paragraph apply even though the loss or damage, irrespective of cause or origin, results, directly or indirectly, from either performance or non-performance of obligations imposed by this Agreement. IN NO EVENT WILL CHECKFREE BE RESPONSIBLE FOR (A) ANY INCIDENTAL OR CONSEQUENTIAL LOSSES RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF CHECKFREE'S DUTIES HEREUNDER, OR (B) FOR ANY LOSS OR DAMAGE TO CLIENT DIRECT OR CONSEQUENTIAL ARISING OUT OF OR IN ANY WAY RELATED TO ACTS OR OMISSIONS OF THIRD PARTIES INCLUDING, BUT NOT LIMITED TO:

VARIOUS COURIER SERVICES, THE FEDERAL RESERVE BANK OF CLEVELAND-COLUMBUS OFFICE, THAT BANK WITH WHICH THE CLIENT DEALS OR THE EMPLOYEES OR AGENTS OF SUCH BANK OR ANY FINANCIAL INSTITUTION WHICH RECEIVES OR ORIGINATES ENTRIES OR PAYS ELECTRONIC DEBITS OR CREDIT CARD PAYMENTS FROM CONSUMER ACCOUNTS.

10. Compliance with Law and Indemnification.

A. Client shall be solely responsible for compliance with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by Consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

B. Any forms provided by CheckFree to Client for use in connection with the Collection Data, authorizations, waivers, and notifications herein described will be provided solely for the convenience of CheckFree and Client, and CheckFree makes no representation or warranty that any such form provided is sufficient or otherwise in compliance with applicable federal, state, or local legal requirements or rules. CheckFree shall have no liability to Client for failure of any such forms to comply with such requirements or rules. All such forms will be returned to CheckFree and not used by Client after termination of this Agreement.

C. Client will indemnify and hold harmless CheckFree and CheckFree's processing financial institution from any and all claims, lawsuits, demands, damages, costs or other expenses, including, but not limited to, attorney fees resulting from or in any way related to: (i) Client's breach of any warranty contained herein or arising by operation of law, (ii) any act or omission of Client or Client's employees or agents, (iii) any act by any Consumer or Consumer's employees or agents, or (iv) Client's failure to comply with any applicable law, regulation or rule, provided, however, that this indemnification shall not apply to any loss caused to CheckFree by failure of the forms provided by CheckFree to comply with law, if such forms have been properly used by Client in accordance with CheckFree's directions.

11. Delays and Excuse from Performance. CheckFree shall not be liable for any delay or other failure of performance caused by factors beyond the reasonable control of CheckFree, such as, but not limited to: strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction or acts of third parties as described in paragraph 8. If, after the date of this Agreement, any law, regulation, or ordinance, whether federal, state, or local, becomes effective which substantially alters the ability of CheckFree to perform its services hereunder, CheckFree shall have the right to terminate this Agreement under thirty (30) days written notice to Client.

12. Marketing Materials and Use of CheckFree Marks. Client shall have the right to use such marketing materials containing the CheckFree name, service mark, symbols and logos associated therewith ("CheckFree Marks") as may be supplied by CheckFree from time to time. Client will use the CheckFree Marks only in a manner and form approved by CheckFree and solely in connection with solicitation of Consumer participation in the automatic payment collection services to be provided hereunder. All title and interest in and to the CheckFree Marks remain with CheckFree, and upon termination of this Agreement for any reason, Client shall have no further right to the use of the CheckFree Marks, shall immediately cease all use and display thereof, and shall return to CheckFree all Marketing materials provided by CheckFree and then in Client's possession.

13. Term and Termination. The term of this Agreement shall be for one (1) year beginning on the date of the first collection and is automatically renewed for one (1) year on the anniversary date each year. The Client understands that CheckFree has undertaken significant implementation and investment costs which are amortized over the term of this Agreement. In consideration of these costs and the pricing structure offered in the Fee Addendum, the Client agrees to pay liquidated damages to CheckFree if the Client elects early termination of this Agreement. The liquidated damages for early termination will be the value of the previous month's CheckFree fees paid each month for the remainder of the current term. These liquidated damages are due and

payable in a lump sum on the date of cancellation of the Agreement. The Agreement shall be automatically renewed unless Client gives CheckFree written notice of its intention not to renew at least one hundred and twenty (120) days prior to the last day of the then current term, in which event the effective date of the termination shall be such last day. In addition, either party shall have the right to terminate this Agreement, effective immediately, if either party is in default of any obligation under this Agreement and the default continues for fifteen (15) days following written notice from other party, or if either party is declared bankrupt, files a petition under any bankruptcy laws, has a receiver appointed for all or substantially all of its property, or makes an assignment of all or substantially all of its assets for its creditors. Upon termination, all rights and obligations hereunder shall cease except Client's obligations to pay: (a) the applicable fees for any services performed by CheckFree prior to the effective date of termination; (b) all amounts due under any other agreement between CheckFree and Client; and, (c) for any items returned subsequent to the effective date of termination. To cover returned items under (a) and/or (b) of this paragraph, CheckFree shall be entitled to hold from Client's final deposit an amount CheckFree considers to be adequate. CheckFree shall forward to Client return item verification as these items are received.

14. Disclaimer of Third Party Rights. The rights and obligations created by this Agreement apply solely to the parties hereto, subject only to the indemnity provision applicable to CheckFree's originating depository financial institution. Neither CheckFree nor Client intend that any third party shall (a) benefit from the performance of the duties described herein, or (b) acquire any cause of action or other claim against either party for non-performance of those duties.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the specific subject matter hereof, and no modification of this Agreement shall be binding on CheckFree unless such modification is in writing and signed by an authorized representative of CheckFree.

16. Notices. Any notice required or allowed to be given under this Agreement shall be addressed to the other party at the address set forth above or to such other address as either party may instruct the other party in writing.

17. Unenforceable Terms. If any provision of this Agreement is held invalid, illegal or unenforceable, this Agreement will be interpreted as if such provision, to the extent the same has been held invalid, illegal or unenforceable, had never been contained herein.

18. Assignability. This Agreement is not assignable by either party without first receiving the prior written consent of the other party.

19. Applicable Laws. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to choice of law principles.

ACKNOWLEDGED AND AGREED TO BY CLIENT:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTED BY CHECKFREE:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____



CheckFree is a registered trademark of CheckFree Services Corporation
6000 Perimeter Drive, Dublin, Ohio 43017-3215
(800) 242-9522

MERCHANT AGREEMENT

Company Name ("Merchant"): _____
DBA: _____
Address: _____
City, State, ZIP: _____
Partner (if applicable): _____

CheckFree Services Corporation ("CheckFree")
6000 Perimeter Drive
Dublin, Ohio 43017-3215
(800) 242-9522

The Fifth Third Bank (the "Servicer")
38 Fountain Square Plaza
Cincinnati, Ohio 45263

This Agreement is entered into by and among CheckFree, Servicer and Merchant as of the date indicated below.

RECITALS. Servicer is a member of both the Visa and MasterCard networks (each referred to as a "System") Servicer will act as Merchant's sponsor with respect to such Systems, and accepts and processes electronic sales drafts from qualified merchants for processing through the System's interchange or other settlement process. CheckFree, whose clients consist of merchants of goods and services, provides certain services and benefits to its clients. CheckFree and Servicer have entered into a Bank Card Merchant Agreement whereby processing and related services will be provided to qualified CheckFree clients by the Servicer and CheckFree. Merchant, as a client of CheckFree, desires to honor System cards ("Cards") and will offer to Servicer all electronic sales drafts relating to such transactions.

SECTION 1. CARD TRANSACTIONS

1.1 Applications. Merchant may be required to submit to Servicer and/or CheckFree credit or financial statements and updated financial statements for itself and its principal owners and executive officers from time to time as determined by Servicer and/or CheckFree. Servicer and/or CheckFree may require audited or reviewed financial statements. Merchant represents that all information contained in such documents is true. Merchant understands and acknowledges that Servicer and/or CheckFree will retain such information regardless of whether or not Merchant is approved for membership. Merchant authorizes Servicer and/or CheckFree to check credit and employment history for itself and its principal owners and executive officers for the purpose of evaluating Merchant's eligibility for membership. Merchant represents that all of its locations are within the United States.

1.2 Honor All Qualified Cards. Merchant will honor any valid Cards properly tendered for use. Merchant agrees not to establish any minimum or maximum transaction amounts as conditions for honoring Cards; nor shall Merchant impose any surcharge or extract any special agreement, condition or security from a System cardholder ("Cardholder") on System transactions. Any tax Merchant is required to collect must be included in the total transaction amount and must not be collected separately in cash. Merchant shall not disburse cash in a System transaction with a Cardholder.

1.3 Compliance With Applicable Laws/Indemnification. Merchant is responsible for complying with any requirements imposed upon Merchant by applicable laws and regulations, and further agrees to indemnify Servicer and CheckFree from any liability (including legal fees and costs) as a result of a violation of any law or regulation resulting from an act or omission of Merchant. Merchant and CheckFree shall each further indemnify, defend, and hold harmless Servicer, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Servicer, its directors, officers, employees, affiliates and agents resulting from or arising out of the services provided by Servicer pursuant to this Agreement, any dispute arising out of the terms of this Agreement

including but not limited to those relating to any sales transaction acquired by Servicer, any violation of any System rule or regulation, or by reason of any breach or nonperformance of any provision of this Agreement on the part of Check Free or Merchant; provided, however that nothing in this Agreement shall require Merchant or CheckFree to indemnify Fifth Third for any claims to the extent resulting from the gross negligence or willful misconduct of Fifth Third. This indemnification shall survive the termination of the Agreement.

1.4 Verification/Authorization of Cards. Merchant shall check each Card for validity, including a comparison of the signature appearing on the Card with the signature on the sales draft, as well as assure "good from" and "good through" dates are currently in effect.

1.5 Completion of Sales Draft Forms. All sales drafts and credit vouchers will be on forms supplied or approved by Servicer and/or CheckFree, and will be completed to include the name and location of Merchant, the name of Cardholder, the name of the authorized user (if different), the date, a description of the merchandise sold or services rendered, signature of Cardholder, and the total cash price of the sale. At least one (1) copy of the sales draft or credit voucher shall be delivered to Cardholder or authorized user of the Card.

1.6 Mail Order, Telephone Order, Recurring Transactions. In each case in which a transaction is completed without the imprinting of the Card on the sales draft, Merchant shall be deemed to warrant the true identity of the Cardholder as the authorized holder of such Card. The fact that Merchant has obtained authorization for the transaction does not alter such warranty of identity or the need for independent verification. Merchants who accept payments of recurring charges (e.g., insurance premiums, subscriptions, membership fees, tuition, utility charges or other such charges) shall obtain from the Cardholder a written request that such goods or services be charged to Cardholder's account. Such request shall be retained by Merchant and shall remain valid until: (1) Merchant receives a written cancellation notice from Cardholder; and, (2) all sales drafts transacted under the request are cleared through the System's settlement process and entered onto Cardholder's account without Cardholder's objection. Cardholder must update the written request annually. Merchant acknowledges and agrees that it shall be solely responsible for any and all liabilities arising in connection with mail order, telephone order, or recurring transactions.

1.7 Cardholder Information. Merchant shall not disclose to third parties (other than to Merchant's agents for the purpose of assisting Merchant in completing the transaction or as specifically required by law) a Cardholder's account information or other personal information obtained without the prior written consent of Cardholder. Such consent shall be obtained on a document separate and apart from a sales draft. Merchant may not require Cardholders to provide personal information, such as home or business telephone number, a home or business address or a driver's license for identification as a condition for honoring Cards. Merchant may not request Card numbers or other account information be recorded on the "exterior portion" of any form or similar device designed as a return response from Cardholder.

1.8 Refinancing Delinquent Obligations. Merchant shall not refinance a delinquent obligation of Cardholder including, but not limited to, obligations arising from the dishonor of a personal check.

SECTION 2. PROCESSING OF SALES DRAFTS

2.1 General. Subject to the terms and conditions hereof, CheckFree agrees to accept from Merchant and forward to Servicer, and Merchant agrees to offer to CheckFree, all sales drafts relating to sales under the System.

2.2 Merchant's Account. Merchant shall establish and maintain an account at a financial institution acceptable to Servicer which Servicer or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system (the "Account") for the purpose of depositing System sales drafts. Merchant irrevocably authorizes Servicer to debit and/or credit the Account to settle any and all fees and other amounts due Servicer under this Agreement, and such authority shall remain in effect for a period of two (2) calendar years following the date of termination of this Agreement. Merchant shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement.

2.3 Delivery of Sales Drafts. Merchant shall deliver all sales drafts to CheckFree on the same day as they are received.

- Merchant shall not deposit sales drafts drawn on Merchant's own personal or business Card without previous approval from CheckFree and/or Servicer and never for the advance of funds.

- Merchant shall not deposit sales drafts not originated as a result of a direct transaction or act between Cardholder and such Merchant.

- Merchant shall not accept any payment from Cardholder and submit a credit voucher for the purpose of effecting payment of the Cardholder's account.

- Merchant shall not deposit drafts that it knows or should have known to be fraudulent or not authorized by Cardholder.

2.4 Warranties on Collectibility. Merchant warrants that as of the date any sales draft is tendered to Servicer, Merchant has no reason to question the validity of the sales draft or its collectibility.

2.5 Warranties by Merchant Lawyers. Merchants who practice law warrant that the services rendered pursuant to any sales draft will not relate to any bankruptcy, insolvency, or receivership or similar credit proceeding of the Cardholder.

2.6 Credit for Sales Drafts. Servicer will credit Merchant's account for sales drafts tendered by Merchant. All Card fees, at rates from time to time established by CheckFree, and other agreed upon fees, shall be paid by Merchant and may be charged on a periodic basis by Servicer to Merchant's account. Servicer reserves the right not to purchase tendered sales drafts, provided Servicer gives notice to Merchant that Merchant may not draw on amounts so tendered for a reasonable period to be determined by Servicer. The affixing of the Merchant's name, together with preparation and delivery by Merchant of the sales drafts, shall constitute an endorsement, negotiation and sale by Merchant to Servicer subject to Servicer's right of recourse as stated herein. Merchant hereby waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demands or notices in connection with any sales draft. Merchant hereby consents to extensions of time granted or compromises made with any Cardholder liable on any sales draft without affecting Merchant's liability on the sales drafts or under this Agreement. Merchant acknowledges that Servicer's agreement as set forth in this Agreement to accept or purchase sales drafts and the funding of chargebacks constitutes providing financial accommodations on behalf of Merchant.

2.7 Servicer's Right of Chargeback. Servicer reserves the right to chargeback Merchant's account without notice, or to refuse to accept a sales draft, if any of the following conditions apply to a System transaction by Merchant: (1) merchandise is returned whether or not a credit voucher is delivered to Servicer; (2) any sales transaction exceeds Merchant's dollar limit and has not been specially authorized by System's authorizing party; (3) sales draft is alleged to have been drawn, accepted or endorsed improperly or without authority; (4) sales draft is illegible; (5) Cardholder disputes the sale, quality or delivery of merchandise or the performance or quality of services covered by the sales draft; (6) sales draft was accepted by or from Merchant in breach of any warranty or duty hereunder; (7) financial accommodation for

merchandise sold or services performed was a violation of any applicable law or regulation; or, (8) Servicer has received a chargeback voucher from any System Merchant on a sales draft that originated from Merchant.

Under no circumstances is Servicer or CheckFree obligated to ascertain the merits of a dispute or alleged dispute concerning a System or transaction under a System among or between Merchant, Cardholder or any Merchant of a System. Whenever Servicer or CheckFree has a reasonable basis to believe that it may receive items which Servicer may chargeback under this section to Merchant's account, Servicer may withhold for a reasonable time, without liability for wrongful dishonor, any funds previously credited to Merchant's account or funds otherwise on deposit by Merchant with CheckFree.

2.8 Refund Policy. Recognizing Merchant's responsibility to act in a reasonable, commercial manner with its customers, Merchant agrees to establish a fair policy for: (1) the exchange and return of merchandise; or, (2) the refund for defective merchandise or services. Credit for all returns relating to System transactions will be given by submitting System credit vouchers and not given in cash. Merchant may limit its acceptance of returned merchandise or establish a policy to make price adjustments for any transaction, provided that proper disclosure is made and the purchased goods or services are delivered to Cardholder at the time of the transaction. Proper disclosure by Merchant must be visibly posted at the time of the transaction, and the following words or similar wording must be legibly printed on all copies of the sales draft or invoice being presented to Cardholder for signature. The following wording must be approximately ¼ inch high and in close proximity to the space provided for Cardholder's signature: "NO REFUND" or "EXCHANGE ONLY" or "IN-STORE CREDIT ONLY."

2.9 System Records. Servicer and/or CheckFree may examine and verify at any reasonable time all records of Merchant pertaining to sales drafts tendered to CheckFree and processed by Servicer, and Merchant agrees to preserve such records for a period of three (3) years from date of sales draft. Merchant agrees to reconcile the monthly merchant statement for errors within thirty (30) days. Merchant will bring any errors to CheckFree's or Servicer's attention immediately. The failure of Merchant to bring to CheckFree's or Servicer's attention within thirty (30) days (or longer, the shortest period allowed under applicable law) after CheckFree or Servicer sends or otherwise makes the Merchant statement available to Merchant will preclude Merchant from asserting against Servicer or CheckFree a claim based upon the claimed error.

SECTION 3. MERCHANT AS SYSTEM PARTICIPANT

3.1 System Regulations. Merchant agrees to be bound by each System's regulations and procedures, as amended from time to time.

3.2 Display of System Service Marks. Merchant shall properly display the appropriate System service marks to inform the public which Cards will be honored by Merchant.

3.3 Rights of Servicer's System Processor. Merchant understands that Servicer is the processor of System transactions, and that all sales drafts offered to CheckFree are tendered for payment through each System interchange or other settlement process. Merchant agrees that any transaction that does not conform to this Agreement can be rejected by Servicer and charged back to Merchant's account without notice.

SECTION 4. OTHER PROVISIONS

4.1 Termination of Agreement. This Agreement shall continue until terminated and may be terminated, without cause, by Merchant or CheckFree. In the event of termination by Merchant, however, one hundred twenty (120) days prior written notice to Servicer and CheckFree shall be required. Notwithstanding anything to the contrary in this Agreement, CheckFree and Merchant acknowledge and agree that Servicer may terminate its rights and obligations hereunder at any time upon notice to CheckFree and Merchant. In the event Servicer terminates its rights and obligations hereunder or the Bank Card Merchant Agreement between CheckFree and Servicer terminates, this Agreement shall not terminate but shall continue with the servicer of

CheckFree's choice. Merchant agrees to execute documentation to evidence the change of servicer at the request of CheckFree. Such documentation shall be deemed to be automatically executed by Merchant in the event that CheckFree sends notice of such new servicer and documentation to Merchant.

4.2 Fees. Servicer may assess fees to Merchant for the services provided to Merchant by Servicer and/or CheckFree hereunder, in accordance with the fees set forth in the Automatic Payment Collection Agreement between Merchant and CheckFree.

4.3 Merger. All proposals, negotiations and representations, if any, regarding this Agreement and made prior to the date of this Agreement are merged herein.

4.4 Amendment. CheckFree and/or Servicer may, by giving written notice to Merchant of an amendment, amend this Agreement from time to time. Unless Merchant elects to terminate this Agreement, Merchant is deemed to have agreed to said amendment.

4.5 Continued Duties of Merchant After Termination. Upon termination, Merchant shall continue to be responsible for any financial or other obligations arising from this Agreement. Immediately upon termination, Merchant shall return to Servicer and/or CheckFree all materials and supplies furnished to Merchant, and shall immediately cease using each System's name and service marks.

4.6 Dispute Resolution. If this Agreement is referred to an attorney for enforcement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The exclusive venue for any litigation arising out of, or related to, this Agreement will be Franklin County, Ohio. This Agreement will be governed by the laws of the State of Ohio without regard to the principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of ___, 20__.

BY MERCHANT:

Authorized Signature: _____

Name: _____

Title: _____

BY CHECKFREE:

Authorized Signature: _____

Name: _____

Title: _____

BY SERVICER:

Authorized Signature: _____

Name: _____

Title: _____



CheckFree is a registered trademark of CheckFree Services Corporation
6000 Perimeter Drive, Dublin, Ohio 43017-3215
(800) 242-9522

APPLICATION

Company name _____ DBA name _____

Actual business physical address _____

City _____ State _____ Zip _____ Phone number _____

Website _____

Mail/Phone Order: Yes No Tax ID # _____ Years in operation _____

Has your company ever been denied electronic financial transaction processing? Yes No

If yes, please explain: _____

Total monthly EFT volume: ACH - \$ < &20,000 V/MC - \$ <&5000 Other - \$ N/A

Has your company ever applied to CheckFree for processing? Yes No If yes, date: _____

Average EFT ticket size: \$ _____ Processing: V/MC # _____

Amex # _____ Discover # _____

Nature of business (in detail) _____

Has your company been terminated by your existing processor? Yes No

If yes, please explain: _____

Is your company currently operating under Bankruptcy protection? Yes No

If yes, please explain: _____

Form of ownership: Corporation Partnership Proprietorship Other Non-profit

PRINCIPALS: (Top 3 ministry leaders)

Name _____ % of ownership _____ N/A
Title _____ Social Security Number _____ N/A
Address _____ City _____ State _____ Zip _____

Name _____ % of ownership _____ N/A
Title _____ Social Security Number _____ N/A
Address _____ City _____ State _____ Zip _____

Name _____ % of ownership _____ N/A
Title _____ Social Security Number _____ N/A
Address _____ City _____ State _____ Zip _____

BUSINESS BANK REFERENCES:

Bank Business Account # _____

Bank name _____ Phone _____

Previous bankcard relationship _____

I hereby certify that everything stated on this Application is true to the best of my knowledge and authorize CheckFree to conduct any credit or other investigation and agree to provide CheckFree with appropriate corporate and/or personal financial statements and/or tax returns for the evaluation of this Application. Pending review and approval, the CheckFree Merchant Application and Merchant Agreement shall function as our contract.

Signature _____

Client/Corporation _____

Date _____