



Payday Express Plus Pre-Authorization - Addendum A

MID # \_\_\_\_\_

By this Payday Express Plus Addendum ("Addendum A") the following terms are added to or modify that check authorization service Warranty Agreement ("Agreement") and Retail Payday Addendum ("Payday Addendum") by and between Secure Payment Systems Inc. ("Company") and the undersigned "Subscriber", to which this Addendum is attached.

This Addendum is effective \_\_\_\_\_, 201\_\_ and shall continue until terminated by either party upon ten (10) days written notice.

1. Whereas Subscriber acknowledges that the Company is providing a "Payday Pre-Authorization" enhancement to its' Retail Payday Service as covered by Subscriber's Retail Payday Addendum where such enhancement permits the final invoice amount of a given transaction to be either greater than or less than the initial voice authorization and,

2. Whereas Subscriber agrees that the duration of time for such electronic transaction entry based on a final invoice amount shall not be not greater than seven (7) calendar days from the date of voice authorization and,

3. Whereas Subscriber agrees that in no event shall the Company be obligated to provide individual electronic authorization amounts that are individually more than twenty-five percent (25%) greater than the corresponding individual voice authorization amounts initially provided to the Company and,

4. Whereas, Subscriber agrees that in such instances covered by this Addendum A:

- a) During the Payday Express voice authorization procedure when the final invoice amount is undetermined, Subscriber shall provide its' best estimate of the final charges as allocated to each of the Payday checks provided as payment and,
b) Subscriber shall obtain from the consumer a series of Payday checks that are signed, dated, payable to the merchant, but which do not have a legal written amount or written numeric amount on each check and,
c) Upon finalization of the invoice amount, but prior to release of the goods or services to the consumer, Subscriber shall
i. Fill in the final check amounts on the Retail Payday Security Agreement that was previously signed by the consumer and,
ii. Have the consumer complete the legal and numeric amounts on all the checks in the series and,
iii. Enter the consumer's personal information into the point of sale terminal and capture the checking account information into the scanner when prompted to receive the approval numbers electronically.

5. Whereas Subscriber additionally agrees to provide to Company either by fax or email within 5 business days of Company's request, a copy of the original invoice estimate either signed by or orally agreed to by the consumer.

6. Fees - In consideration of providing such enhancement Subscriber agrees to a one time set up fee of \$ \_\_\_\_\_ per physical location. SPS discount fees will be deducted from batch settlement based upon on the final electronic transaction amounts, or in the alternative, will be invoiced based upon the voice authorization amounts in the event the electronic transactions are not entered within the 7 calendar day period specified in section 2 above.

7. Untimely Finalization - In the event Subscriber fails to electronically enter such final invoice transactions in the time frame required as noted in Section 2 above, then Subscriber agrees that

- a) If Subscriber has complied with both of Sections 4(c) (i) and 4(c)(ii), then Subscriber shall manually deposit the checks into Subscriber's bank account on the dates agreed to by and between Subscriber and their customer as noted in the Retail Payday Security Agreement. Subscriber agrees that in this instance the Company shall only be liable for return items to the extent that the Company's liability is defined as the lesser of the initial voice authorization "estimate" total or the actual final invoice amount provided however that there is not some other reason per the Services Agreement or Addendum for which the checks should not be reimbursed by Company per a Warranty Exclusion.
b) If Subscriber has not complied with either of Sections 4(c) (i) and 4(c)(ii), then the Company is not liable for reimbursing Subscriber return items relating to any part of the transaction in question, despite having provided voice authorization approval numbers.

Accepted By: \_\_\_\_\_
Subscriber Business Name
Date
Printed Owner Name
Signature

SECURE PAYMENT SYSTEMS, INC.
Date
Title
Printed Name
Signature

\_\_\_\_\_
Date
Title