



By this “MobileXpress21” Addendum (“Addendum”), the following terms are added to or modify that Services Agreement (“Agreement”) by and between Secure Payment Systems, Inc. (“SPS”) and the undersigned (“Subscriber”), having a federal tax identification # _____:

1. Electronic Check Transactions - This Addendum is effective on the later of _____, 201__ or the effective date of the Agreement and applies only to the certified smart phone brand _____ and model # _____ whose designated depository account is shown on the Services Agreement for which point-of-purchase (“POP”) authorization is requested by Subscriber for the conversion of paper-based checks to electronic Check21 image replacement documents (“IRD”) or, in the absence of a qualified image, then an qualified electronic Automated Clearinghouse (“ACH”) debit.

2. Fees – The fees shown and agreed to on the Services Agreement to which this Addendum is attached shall prevail except that the network access fee is revised in its entirety to \$.25 per electronic access, which shall include batch closing requests, and if a non guarantee transaction (verification or otherwise) then a fee of \$2.50 per return item will also apply. There shall additionally apply per enabled cellular smart phone a wireless image gateway monthly flat fee of \$_____ as well as an annual license fee of \$_____.

3. Owner / Partner / Officer Information

Owner/Partner/Officer (1) Name _____ % Ownership _____ SSN # _____ Drivers License # _____ State _____

Owner/Partner/Officer (2) Name _____ % Ownership _____ SSN # _____ Drivers License # _____ State _____

3a. Business Credit References

Business Name (1) _____ Contact _____ Title _____ Phone # _____

Business Name (2) _____ Contact _____ Title _____ Phone # _____

By my signature below, I (Subscriber) hereby authorize my financial institution to accept and process credits and debits initiated by SPS or its Originating ACH Processor on the depository account shown on the Service Agreement to which this Addendum is attached. I (Subscriber) understand that this authorization shall remain in effect unless revoked in writing, but, that I (Subscriber) may not revoke such authorization during any period that electronic check transactions are being cleared by SPS, nor for a period of 30 days following electronic transmission of a final electronic check authorization. I (Subscriber) understand that I (Subscriber) must notify SPS of any change in (a) ownership or (b) designated depository account and that absent sufficient, advance written notice amounts credited or debited to Subscriber subsequent to any such change may be subsequently held by SPS until a determination is made regarding true and correct ownership of the transaction Entries in question. SPS may debit the designated account of Subscriber directly without further authorization for the purpose of causing payments due to SPS to be received. SPS may additionally pursue all other lawful means of collecting funds due it from Subscriber.

4. Performance and Conditions of Service

4.1 SPS agrees to provide the Service to Subscriber in accordance with (a) the terms and conditions of this Addendum, and (b) the Operating Rules of the National Automated Clearing House Association (“NACHA”) as currently in effect, including without limitation, all schedules, exhibits and appendices as may be attached, as the same may hereafter be amended, modified, added to or substituted, or any successor rules or regulations adopted by NACHA governing the transmission of Entries through the ACH Network (the “NACHA Operating Rules”) and (c) any applicable federal and state laws and regulations (including but not limited to the Fair Credit Reporting Act and Regulation E when and where each apply, and (d) any laws, regulations or rules enacted after the Effective Date and applicable to the Service. Subscriber agrees to the Service as provided by SPS and shall perform its obligations hereunder in accordance with the terms and conditions of the Services Agreement as amended. In connection with this application and approval thereof, by Subscriber’s signature below, owners / partners authorize SPS or its agents to procure investigative consumer reports and understand that such report may contain information about personal financial stability, background, character, and reputation.

AGREEMENT

This Agreement includes all of the terms and conditions on the reverse side (or if not on the reverse then on a separate document) and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Agreement, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Agreement, and that Subscriber can find the most current form of this Agreement’s respective terms and conditions online at www.securepaymentsystems.com or obtain such by email to SPS upon request.

Accepted By: _____
Subscriber

SECURE PAYMENT SYSTEMS, INC.

Printed Name Title

Printed Name Title

Signature Date

Signature

Not valid and binding until approved by an Authorized Manager of Secure Payment Systems

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TERMS AND CONDITIONS

This document sets out the terms and conditions governing the agreement between the Secure Payment Systems (SPS) , its officers, employees, affiliates, licensees and agents, the Originating Depository Financial Institution (F/I), and the Business Customer (Subscriber) named herein:

WHEREAS: Subscriber desires SPS, and SPS agrees, in conjunction with F/I to provide IRD processing (Image Replacement Document, as outlined in U.S.C. §§ 5001 et seq. as amended and related regulations (“Check21”)), IRD (Image Replacement Document, as outlined in Check21), Automated Clearing House (ACH) and other services to Subscriber as indicated on page one of this Agreement. If SPS is to process transactions through SPS’ Banking Relationship, transactions will be placed through SPS as a third party originator of Origination Depository Financial Institution (“ODFI”) Transactions. SPS will send all transactions through an ODFI in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (“NACHA”) and the applicable Federal Regulations governing ACH transactions and IRD checks. Subscriber understands that a violation of any NACHA rules may result in fines issued by NACHA for said violations and said fines will be passed on to Subscriber. Subscriber agrees to comply with SPS’ reasonable requests for record retention and signature authorization if and when necessary. Subscriber grants to F/I, SPS, or its designees the right to audit these authorizations and record retention compliance at reasonable expense to Subscriber. Subscriber agrees that each entry shall in no way breach any Federal, State, or local statute or regulation pertaining to and for electronic funds transfers, including the Electronic Funds Transfer Act, Regulation E, Check 21, and all such other laws and regulations. (“Rules and Regulations”).

4.2 Regulatory Compliance. Subscriber will use its best efforts, and will bear the final responsibility to ensure that Subscriber’s policies and procedures meet the requirements of the Rules and Regulations pertaining to IRD type transactions. Subscriber is encouraged to consult Subscriber’s counsel regarding the compliance of authorization and payment procedures whenever there is any doubt about compliance. It is understood that SPS must comply with all rules and regulations governing IRD transactions. Subscriber must pass strict regulatory compliance in both the U.S. and wherever elsewhere domiciled as such is contemplated by any and all U.S. and foreign Bank Secrecy Acts, Money Transmitter Licensing, Check Cashing Licensing (including but not limited to behaving as an aggregator of check cashers), et al. If requested by SPS, Subscriber must, within ten (10) days, provide ample and reasonable evidence of passing any and all audits in a successful manner.

4.3 Representations. Subscriber represents and warrants with respect to all entries that EACH check is an unaltered, single party check or share draft, in its original form, drawn on a U.S. domiciled financial institution, properly signed and dated, and payable in U.S. dollars directly to Subscriber. Subscriber agrees that the check writer must show sufficient identification in order to execute the transaction that is contemplated. Subscriber agrees to defend, indemnify, and hold SPS and all its agents, as well as F/I, harmless for any losses, liabilities, legal action, costs or expenses SPS or F/I incurs as a result of any breach of these representations and warranties either intentionally or unintentionally by Subscriber. Subscriber shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the check writer of authority.

4.4 Identifying Numbers. SPS and F/I may rely solely on identifying routing and account numbers of checks drawn on U.S. financial institutions. Subscriber will indemnify SPS and F/I for any losses, liabilities, costs, or expenses SPS or F/I suffers or incurs as a result of incorrect data supplied by Subscriber.

4.5 SPS’ Responsibilities. Submitting entries - Entries shall be submitted to SPS by Subscriber by using certified smart phones as provided or outlined by SPS. Entries whose batches are closed by 5:00 PM EST shall be processed the same day.

4.6 Originating Transactions. SPS will use the information provided by Subscriber to originate Subscriber’s entries through the Federal Reserve System using the F/I as originator. Subscriber understands that SPS or F/I may reject Subscriber’s entries for any reason permitted or required in the Rules and Regulations. Subscriber also understands that an entry may be rejected by SPS or its origination may be delayed if the entry would cause SPS to knowingly violate any Federal Reserve or other regulatory risk control program or any law or regulation. At Subscriber’s request, SPS will make reasonable efforts to reverse or delete an entry, but SPS will have no responsibility for the failure of SPS or any other person or entity to comply with Subscriber’s request. All requests MUST be in writing and faxed, delivered or mailed to SPS.

4.7 Returned Entries. SPS will apply returned entries (except those where a valid warranty exists pursuant to the Services Agreement), invalid entries, or monetary adjustments due as a result of erroneous data capture, to Subscriber’s settlement account when they are received.

4.8 Settlement and Finality.

(a) If SPS originates the files, SPS will settle all entries normally up to three (3) business days from the date the transactions are initially transmitted to the F/I or on a schedule agreed to in writing and made a part of this agreement or at SPS’ or F/I’s discretion.

(b) Returned Entries Beyond Settlement: Subscriber agrees to honor ALL return entries where such entry is not warranted by SPS according to the Services Agreement to which this Addendum is attached and permit debiting from Subscriber’s settlement account. In the event there are not sufficient funds in Subscriber’s account to cover Subscriber’s obligations under this Agreement, Subscriber agrees to pay SPS the amount of the deficiency on demand in immediately available funds. SPS may, as a last resort, hold or net settle transactions and or debit any account maintained by Subscriber to recover returned transactions. In all cases, a charge back that fails to clear Subscriber’s account shall have a fee of \$25 debited against Subscriber’s account.

(c) Lockbox: Returns received by SPS prior to settlement of a batch to which such return belongs shall be netted out of such settlement.

4.9 Limits of SPS’ and F/I’s Liability. SPS will be responsible for SPS’ performance in processing check 21 IRD transactions as a Third Party Service Provider of IRD transactions or as a software or systems vendor in accordance with the terms of this Agreement, and the Rules and Regulations. SPS and F/I do not accept responsibility for errors, acts or failures to act of others, including other entities, banks, communications carriers or clearing houses through which entries may be originated or SPS or F/I receives or transmits information, and no such entity shall be deemed SPS’ or F/I’s agent. SPS and F/I shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond SPS and F/I’s control.

5.0 - OTHER TERMS AND CONDITIONS

5.1. Term and Cancellation. This Agreement shall have an initial term of twelve months and shall thereafter automatically renew for successive one year terms unless terminated by providing ninety (90) days advance written notice prior to the end of the initial term or any renewal term.

5.2. Limited Warranty. SPS WARRANTS THAT SPS OWNS ALL INTELLECTUAL PROPERTY RIGHTS NECESSARY TO GRANT THIS LICENSE, AND SPS INDEMNIFIES SUBSCRIBER AGAINST ANY CLAIMS FROM THIRD PARTIES THAT SUBSCRIBER DOES NOT HAVE THE RIGHT TO USE SPS’ PRODUCT OR SERVICE. SPS MAKES NO WARRANTY (OTHER THAN ABOVE), EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPS SHALL HAVE NO LIABILITY WITH RESPECT TO SPS’ OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR ANY DAMAGES OTHER THAN DIRECT DAMAGES TO SUBSCRIBER OR TO ANY THIRD PARTIES DEALING WITH SUBSCRIBER EVEN IF SPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 Limitation of Actions. No action or proceeding arising out of this Agreement may be brought by SPS or SUBSCRIBER more than one year after the cause of action is discovered. Subscriber agrees to indemnify and defend SPS and F/I against any and all claims or actions against SPS or F/I due to any action or inaction of Subscriber.

5.4 Independent Contractors. SPS, F/I, and Subscriber are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

5.5 Arbitration. All disputes between Subscriber and SPS arising out of this Agreement shall be submitted to binding arbitration, under the commercial arbitration rules of the American Arbitration Association. Venue for any arbitration proceedings initiated by either party shall be in Las Vegas, Nevada. Any award may include attorneys fees and costs.

5.6 Entire Agreement. If any provision of this Addendum is deemed unenforceable, the remaining provisions shall remain enforceable. Subscriber means each Subscriber named on this MobileXpress21 Addendum and any and all other parties as the contract requires. If there is more than one Subscriber named on the Processing Agreement, each and every so named Subscriber is bound by the signing thereof. The Services Agreement includes all of the terms and conditions on pages 1 and 2 of this Addendum and has been executed on behalf of and by the authorized management of each party as of the date written below in multiple copies each being effective as an original. Subscriber acknowledges, accepts, and agrees to be bound by all terms & conditions, even if not provided or shown such at the time Subscriber executes this Addendum, and that the absence of viewing such therefore does not invalidate or create a waiver or breach of this Addendum.