

BUSINESS OFFICE CONVERSION ADDENDUM AND AMENDMENT TO SERVICE AGREEMENT

The following shall serve as an Addendum and Amendment to the Service Agreement, between CrossCheck, Inc. (hereinafter "Check Center") and (_____) (hereinafter "YOUR STORE"). All provisions of that agreement not so modified by this Addendum and Amendment shall remain in full force and effect as though no modification(s) had occurred. This Addendum and Amendment shall take effect upon execution by both parties who have full force and authority to do so. Upon execution, this Addendum and Amendment is merged with the Service Agreement which is hereby expressly incorporated by reference herein. Acceptance by Check Center of any check does not signify that such check conforms to all the requirements of the Service Agreement or any applicable law, rule, regulation or policy. The Service Agreement is hereby modified and amended in the following particulars:

CHECK ACCEPTANCE: Only YOUR STORE(s), covered by this Agreement, shall contact Check Center to request approval numbers for all U.S. and U.S. Territories' checks, drawn in U.S. dollars, and received by YOUR STORE(s) for goods or services purchased by the check writer. Upon receipt of said checks, YOUR STORE shall contact Check Center to request approval numbers as noted above. Based on Check Center's experience, the information in Check Center's computer files, and the information provided by YOUR STORE(s), Check Center shall inform YOUR STORE(s) whether Check Center will issue an approval number on each such check. **YOUR STORE(s)' decision to accept or reject any check shall be made solely at YOUR STORE(s)' own discretion.** Acceptance for processing by Check Center of any check does not mean such check conforms to the requirements of this Agreement or any applicable law, rule, regulation or policy. YOUR STORE(s)' acceptance of checks subject to this agreement effectuates an immediate assignment by operation of law, to all right, title and interest in and to such check(s) to Check Center.

LIMITED WARRANTY: The prospective warranty reimbursement provided under the terms of this Addendum and Amendment is a limited warranty and only applies to those checks for which YOUR STORE receives an approval number from Check Center for checks submitted to YOUR STORE as payment on an Accounts Receivable, current account for which the check writer has been invoiced. Expressly excluded from prospective warranty reimbursement are those checks which are issued and presented to YOUR STORE as payment for the following, including but not limited to aged receivables, past-due accounts and any and all delinquent debts. For purposes of this Addendum and Amendment, the foregoing shall be defined as those obligations in excess of thirty (30) days. In addition, the scope of warranty pursuant to this provision is limited to those checks returned by the maker's bank marked or otherwise indicated as Non-Sufficient Funds (NSF), Uncollected Funds, and if so selected as a premium by YOUR STORE, Stop Payment items.

FEE: In consideration for the Limited Warranty as noted above, YOUR STORE understands and agrees that it shall be assessed a Monthly Fee in the amount of twenty dollars (\$20.00) for this service. YOUR STORE further understands and agrees that this fee shall only apply to the Business Office Conversion service offered herein. YOUR STORE shall be responsible for all applicable fees noted in the Schedule of Fees contained within the Service Agreement.

YOUR STORE(s)' PUBLIC DISCLOSURE RESPONSIBILITIES: Check Center shall provide language to be printed in YOUR STORE(s) customer's statements which informs check writers of YOUR STORE(s)' use of Check Center's check processing service.

REQUIREMENTS FOR PROCESSING CHECKS: YOUR STORE(s) shall provide YOUR STORE'S customers via statement message, the exact language printed in the Confirmation Letter. Receipt of this notice constitutes authorization by YOUR STORE'S customers to the Check Processing procedure as provided in the Service Agreement. YOUR STORE shall retain the source document (check) for a minimum of fourteen (14) days following receipt of the item from the check writer. Thereafter, in accordance with all applicable State and Federal laws, YOUR STORE shall destroy said items in a manner consistent with those laws.

CHECK WRITER'S AUTHORIZATION INITIATES DEBIT ENTRY: YOUR STORE(s) acknowledges that the check writers have been notified of YOUR STORE'S check processing policy and that notice and receipt of said policy constitutes authorization on behalf of the check writer to process said checks accordingly.

CHARGEBACKS, RETURNS, NON-CREDITED CHECKS AND WARRANTY EXCLUSIONS: In addition to those exclusions previously enumerated in the Service Agreement, expressly excluded from prospective warranty reimbursement under the terms of this Addendum and Amendment are checks returned by the maker's bank containing the return reason Account Closed, Account Not Found or Unable to Locate and all checks issued and presented in connection with the purchase or lease of a Motor Vehicle.

IDENTIFICATION EXCLUSION: For purposes of this Addendum and Amendment concerning BUSINESS OFFICE CONVERSION checks only, YOUR STORE shall be excused from the obligation to inscribe the check writer's valid U.S. Motor Vehicle Driver's License Number and State of Issuance, valid State Identification Card or valid U.S. Military Identification Card on checks issued and presented to YOUR STORE. However, the foregoing Identification information, as well as the correct and current telephone number of the check writer must be forwarded to Check Center upon submission of any and all applicable checks.

CONSUMERS OPTING OUT: Upon receipt of notice that a consumer wishes to opt out of the Business Office Conversion service, YOUR STORE understands and agrees that it shall not convert, attempt to convert, or otherwise attempt to electronically process the consumer's item utilizing the CrossCheck Business Office conversion system. Checks submitted by YOUR STORE not in compliance with this provision shall be returned to you and are expressly excluded from prospective warranty reimbursement.

All checks submitted to Check Center shall comply with all remaining provisions of the Service Agreement in order to qualify for prospective warranty reimbursement by Check Center.

The Service Agreement, as amended by this Addendum and Amendment to Application/Service Agreement, as well as any confirmation letter you have received, expresses the entire understanding and contains all of the agreements, conditions, understandings and representations of the parties with respect to the subject matter hereof.

This Addendum and Amendment becomes binding and effective upon execution by an Officer of Check Center.

IN AGREEMENT HEREOF:

Print Name: _____
Title: _____
Date: _____

Check Center

Date