

GLOBAL CHECK

PURCHASE AGREEMENT APPLICATION

Sales code _____

Phone **800-988-6221** fax **800-961-2219**

Global Check Svc, P.O. Box 13022 El Cajon, Ca 92022 (GCS) and the undersigned merchant hereby agree as follows:

1. TERM: The term of this agreement shall be annual beginning on the date signed. Contract renews at the end of each term unless a written notice is received within 30 days of end of term. If terminated during the course thereof fees for the remainder of obligation are due upon termination. In the event of a merchant's breach of any condition all prior authorizations shall be made null and void with the merchant possibly terminated from service. The merchant agrees to authorize all checks received at time of sale with customer physically present using instructions provided by GCS. Merchant shall receive via mail fee schedule and operating instructions. If schedule differs from below, use or installation constitutes acceptance of schedule.

2. GUARANTEE PROGRAM: GCS will purchase all approved checks returned to merchant drawn on U.S. institutions for the face value which conform to the following with the original delivered to GCS within 10 days after being received from financial institution.

- 2.1 The check is made payable to the business name for purchase of goods/services sold in the normal course of business and for the full purchase price.
- 2.2 The customer's name (a person) and physical address are imprinted on the check with customer's signature and merchant's endorsement.
- 2.3 The full day time telephone number and drivers license or state issued ID with expiration date after being reviewed must be legibly written on check.
- 2.4 The terminal approval date matches the date on the check and date of original presentation with check deposited within 3 days if not truncated.
- 2.5 Merchant has not accepted subsequent payment in any form for dishonored check in full or part including but not limited to cash, check, service performed, trade, or return of item dishonored check was written for. In the event of received payment merchant shall notify GCS immediately.
- 2.6 Two party, signature irregular, GCS declined, previously bank returned, stop, temporary, counterfeit, stolen, for cash, postdated, not authorized, and checks known at time of sale to be nonnegotiable may be considered nonconforming and subject to verification program.
- 2.7 Merchant shall provide GCS with any reasonable information pertaining to any check when requested.
- 2.8 Limits may be set for single check and or total monthly claim amounts for a period of ninety days upon commencement of service. Limitations are based on business type, average/low/high check amounts, and total value of monthly check returns that are over the excessive return rate.
- 2.9 Any or all guaranteed checks may be charged back in the event any fraud or deception from merchant is discovered before or after payment.

3. VERIFICATION PROGRAM: GCS will purchase these checks for a maximum amount equal to seventy five percent of the face value of the check. The decision to purchase these checks is at the sole discretion of GCS. The purchase shall be done within ninety days of receipt or longer if specified by merchant. These checks must conform to the following.

- 3.1 The check is made payable to the business for the purchase of goods/services sold in the normal course of business.
- 3.2 The name of the customer (a person) is the same as on the check with customer's signature and merchant's endorsement.
- 3.3 The customer's name, address, area code, phone number, and drivers license or state issued ID must be written on the check.

4. CONVERSION: GCS will convert checks processed through P.O.S. equipment to electronic debits/credits subject to the following conditions. Guarantee service is performed in addition to and is included with conversion service provided '%per check' not 0%

- 4.1 All conditions of guarantee program apply to conversion service as outlined in section 2 and payments as outlined in section 5.
- 4.2 Unless otherwise noted merchant account deposits occur 24 to 72 hours from batch closing. Batching occurs at midnight automatically.
- 4.3 Deposits made will be total check amount minus fees due for conversion and or guarantee service, and prior charge backs if any.
- 4.4 If a customer's check is charged back to GCS for any reason merchant will respond to retrieval request from GCS for same within 3 days. In addition, payment of funds for checks may be held back or reversed to cover charge backs until guaranteed status is determined. Merchant guarantees the availability of funds to cover charge backs. If a guaranteed check, payment is subject to section five.
- 4.5 Merchant guarantees each conversion authorization shall be completed and signed by the actual account holder in person at the time of sale.
- 4.6 Monetary limits may be set for single check and daily deposit amounts. These limits may include additional time to deposit.
- 4.7 Merchant is required to follow instructions given by GCS. Any charge back due to failure to follow instructions will not be guaranteed.
- 4.8 In the event of termination of agreement by either party funds due merchant may be held and or debited from merchant's account to cover potential charge backs. These amounts will not exceed one months check volume and are based on compliance and charge back history.

5. STATEMENT: Payments due merchant are sent with statement on or about the 10th of each month. Activity statements are available via Internet. If merchant does not have Internet access statements will be provided via mail.

6. FEE SCHEDULE One time installation fee _____ One time application fee _____ (To be made payable to rep)

Select Service	% per check	Inquiry	Monthly fee	Monthly Minimum
VERIFICATION	0.00	_____	_____	_____
GUARANTEE	_____	_____	_____	_____
CONVERSION w GUARANTEE	_____	_____	_____	_____

Leave no spaces blank

No part of this document may be waived or altered. The monthly fee is due each month beginning on the date signed. A percent per check and per check inquiry is charged on each check authorization attempt. Percent per check is the face value of the check times '% PER CHECK' above. Monthly minimum is the minimum amount charged each month for the percent per check and per check inquiry combined on all checks authorized each month. Monthly fee, percent per check, inquiry, and monthly minimum fees will be debited on or about the first of each month for the prior months activity. The excessive return rate is five percent of total dollar value. Merchant grants GCS irrevocable authority to debit fees due from merchant's account/accounts as is necessary to perform this agreement from the date signed to a date that is ninety days after either the last transaction or end of term, which ever is greater. GCS may initiate credit entries as well for payments received for merchant. A ten dollar fee will apply for each debit rejected by merchant's bank. Other fees if any will be preceded with a written notice. On termination nonguaranteed checks may be returned or purchased by GCS. Both parties agree the jurisdiction and venue shall be in San Diego county California for legal disputes if any arising from this agreement. GCS shall not be liable for items lost in mail service. In the event of deliberate fraud by merchant it is agreed that damages due GCS from merchant will be the greater of the amount of the fraud or one thousand dollars. Merchant agrees and accepts all terms and conditions here in.

OWNER NAME: _____ BUSINESS NAME: _____
(Printed)

SIGNATURE/DATE: _____ / _____ LOCATION ADDRESS: _____

SSN: _____ CITY / STATE / ZIP: _____

Average/Low/High check _____ / _____ / _____ PHONE / FAX _____ (____) _____ (____) _____

Product or service sold _____ terminal / CheckReader _____

PLEASE INCLUDE A COPY OF A VOIDED BUSINESS CHECK.

MERCHANT TO RETAIN YELLOW COPY