

AGREEMENT for WIRELESS Payment Processing Services
**eFunds Pipeline
No. (Internal only)**

THIS AGREEMENT (inclusive of the following Sections 1, 2, and 3 and Schedules A and B) ("Agreement") for Wireless Payment Processing Services between eFunds Corporation ("eFunds") and Merchant named below (hereinafter "Merchant") shall be effective as of contract execution and shall continue for three (3) years or until terminated in accordance with the provisions of Schedule B (the "Term").

The following schedules shall apply to this Agreement:

- **Schedule A** Pricing
- **Schedule B** Wireless Payments Agreement Processing Services

As of the date of this Agreement is executed by Merchant, eFunds will provide the products and services in the schedules listed above to the Merchant (the "Products" and "Services"), and the Merchant hereby agrees to accept and to pay for such Products and Services in accordance with the terms of this Agreement.

IMPORTANT – IRS REGULATIONS REQUIRE YOU TO PROVIDE YOUR TAX ID INFORMATION
Complete all required information on pages 1, 2, 3.

* Required information

FNS No. *

								This is your USDA Food & Nutrition Services Authorization number for SNAP/Food Stamps. You must have a USDA-FNS number to enter into this Agreement with eFunds. Apply at www.fns.usda.gov/snap/retailers.
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**Merchant
Store Name***

--

Please PRINT name of your store

**Primary
Address***

--

**Primary
Phone***

--

City*

--

State*

--

Zip Code*

--

**IRS Legal
Filing Name***

--

PRINT legal name of your enterprise as shown on your income tax return

**Federal Tax
ID or SSN***

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(Check one)

☐ Federal Tax ID

☐ SSN

**Type of
Business***
(Check one)

☐ Corporation

☐ Individual/sole proprietor

☐ Partnership

☐ LLC

☐ Nonprofit/Tax-exempt

☐ Government Entity

☐ Foreign Entity

If you check "Foreign Entity", you must complete and provide eFunds with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

ACCEPTED AND AGREED: Merchant understands, accepts and agrees to this Wireless Payments Agreement in its entirety, including Sections 1-3, Schedule A, and Schedule B.

MERCHANT
EFUNDS CORPORATION

Signed by*
Print Name*
Title*
Date Signed*
Signed by
Print Name Prashant Gupta

Title Group Executive

**Received by
eFunds**

**Complete, sign and return pages 1-5
of this agreement to eFunds by fax
OR mail.**

Fax to: 414.341.7484 Secure electronic fax. No cover page needed.

Mail to: eFunds Merchant Services, Attn: Wireless Merchant, PO Box 290, Milwaukee WI 53201-0290

FNS No.

1 - MERCHANT INFORMATION

☐ New Merchant: **Please complete pages 1-5.**

☐ Existing Merchant adding new Services: **Please complete pages 1-5.**

* Required information

MERCHANT LEGAL NAME	<input style="width: 350px; height: 30px;" type="text"/>	Phone No.	<input style="width: 150px; height: 30px;" type="text"/>
Contact Name	<input style="width: 350px; height: 30px;" type="text"/>	Fax	<input style="width: 150px; height: 30px;" type="text"/>
Primary Address	<input style="width: 350px; height: 30px;" type="text"/>		
City	<input style="width: 250px; height: 30px;" type="text"/>	State	<input style="width: 30px; height: 30px;" type="text"/> ZIP <input style="width: 60px; height: 30px;" type="text"/>
Primary E-mail	<input style="width: 600px; height: 30px;" type="text"/>		

Selling Season – Check all that apply.

YEAR-ROUND	<input style="width: 30px; height: 30px;" type="text"/>	JAN	<input style="width: 30px; height: 30px;" type="text"/>	FEB	<input style="width: 30px; height: 30px;" type="text"/>	MAR	<input style="width: 30px; height: 30px;" type="text"/>	APR	<input style="width: 30px; height: 30px;" type="text"/>	MAY	<input style="width: 30px; height: 30px;" type="text"/>	JUN	<input style="width: 30px; height: 30px;" type="text"/>	JUL	<input style="width: 30px; height: 30px;" type="text"/>	AUG	<input style="width: 30px; height: 30px;" type="text"/>	SEP	<input style="width: 30px; height: 30px;" type="text"/>	OCT	<input style="width: 30px; height: 30px;" type="text"/>	NOV	<input style="width: 30px; height: 30px;" type="text"/>	DEC	<input style="width: 30px; height: 30px;" type="text"/>
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Payments Accepted: Check ONE

☐ EBT (Electronic Benefit Transfer)

☐ EBT/Debit

☐ EBT/Debit/Credit (Credit requires a separate sponsor agreement.)

2 – EQUIPMENT SHIPPING INFORMATION

☐ Same as Merchant address and contact info in Section 1

(Address to which your equipment should be shipped)

* Required information

MERCHANT LEGAL NAME*	<input style="width: 280px; height: 30px;" type="text"/>	Shipping Phone	<input style="width: 100px; height: 30px;" type="text"/>	Other Phone	<input style="width: 100px; height: 30px;" type="text"/>
ATTN:	<input style="width: 450px; height: 30px;" type="text"/>		FAX	<input style="width: 100px; height: 30px;" type="text"/>	
C/O:	<input style="width: 450px; height: 30px;" type="text"/>			Phone No.	<input style="width: 100px; height: 30px;" type="text"/>
Shipping Address:	<input style="width: 450px; height: 40px;" type="text"/>				
	(NO PO Boxes)				
City	<input style="width: 180px; height: 30px;" type="text"/>	State	<input style="width: 30px; height: 30px;" type="text"/>	ZIP	<input style="width: 60px; height: 30px;" type="text"/>
Shipping Instructions	<input style="width: 580px; height: 40px;" type="text"/>				

3 – Funds Settlement/Invoices/Bank Account

IMPORTANT!

To receive your daily funds settlement (deposit) and to pay invoices, you must have a CHECKING (not savings) account that can accept ACH debits and credits. Please see Wireless Payments Agreement Schedule B, Section 6, Payments, and Section 15, Merchant Responsibilities, for funds settlement details.

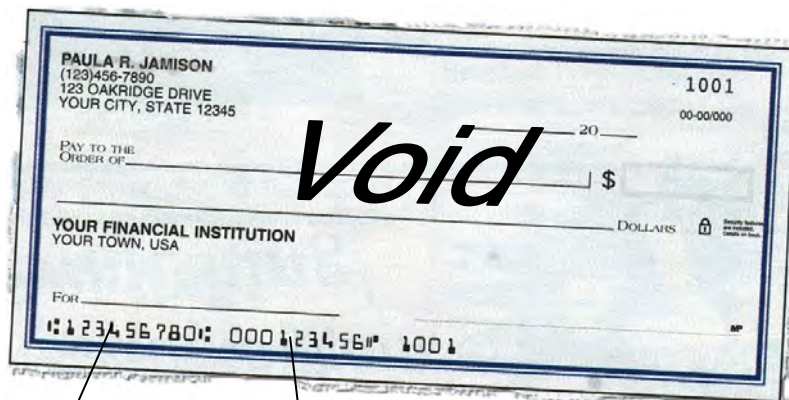
Your financial institution and account information will be verified using the codes at the bottom of your check.

Write VOID on a check (not deposit slip).

BEFORE faxing (or mailing) the printed copy of the Agreement to eFunds, tape top edge of voided check over this picture >>

If you return the agreement by fax,
In addition to taping the check to this page, please fill in the information below from your check, in case the faxed image of the check is unreadable.

* Required information



Bank Routing Number*								

Merchant's Bank Account Number*														

—END SECTION 1 - MERCHANT INFORMATION—

In connection with the Services to be provided to the Merchant under Schedule (B), Wireless Payments Processing Services, the Merchant:

- 1) AGREES to obtain Installation/Activation and Monthly Service from eFunds.
- 2) AGREES to pay to eFunds the Total Equipment Cost.

A.1 – EQUIPMENT COST:

1. On First Invoice: the **Total Equipment Cost** as defined in the table below.

☐ **BILL MERCHANT** ☐ **BILL OTHER** Effective dates to

This is the package equipment cost for Wireless Payments equipment. Please contact eFunds if you have questions.

(Enter quantity, enter unit price, right click on amount then Update Field)

Item	Includes	Quantity	Unit Price	Amount
Plan	VeriFone Vx610 POS Terminal 3 year Warranty AC power cord (also charges battery) Extra Battery Training, Activation Carrying Case Shipping & Handling	1	1200.00	\$1,200.00
Total Equipment Cost will be included on your first invoice from eFunds. Invoiced amounts may be debited via ACH to the checking account you provide in Section 3 of the Merchant Information, Section 1.			Total Equipment Cost	\$1,200.00

A.2 – MONTHLY SERVICE:

This is the package equipment cost for Wireless Payments equipment. Please contact eFunds if you have questions.

☐ **BILL MERCHANT** ☐ **BILL OTHER** Effective dates to

	Includes	Fee	
EBT and Debit	<ul style="list-style-type: none"> • 24/7 Customer Service • Transaction Processing • Verizon Wireless Network and All Connectivity/Call Costs • Funds Settlement • Statements • Suspend Service Feature 	\$45.00	Suspend Service Feature The Monthly Service fee is charged only in months with EBT and/or Debit transaction activity.
	Reactivation if Service terminated for non-payment	\$100.00	
EBT and Debit & Credit	<ul style="list-style-type: none"> • 24/7 Customer Service • Transaction Processing • Verizon Wireless Network and All Connectivity/Call Costs • Funds Settlement • Statements • Suspend Service Feature 	\$45.00 PLUS additional fees including \$15.00 Minimum	Merchant must contact and specifically request that the credit sponsor suspend credit fees during off-season.
	Reactivation if Service terminated for non-payment	\$100.00	

A.3 – TRANSACTION FEES:

Transaction fees applicable to “Payments Accepted” as defined in Merchant Information Section 1. Payment Accepted options are EBT, EBT/Debit, EBT/Debit/Credit. This is the package equipment cost for Wireless Payments equipment. Please contact eFunds if you have questions.

☐ **BILL MERCHANT** ☐ **BILL OTHER** _____ **Effective dates** _____ **to** _____

	Includes	Per Transaction Fee
EBT	<ul style="list-style-type: none"> • Food Stamp Purchase and Return • Food Stamp Voucher Clear Purchase and Return • Cash (TANF) Purchase • Void Last Transaction • Balance Inquiry 	\$0.15
Debit	<ul style="list-style-type: none"> • Cash (Debit) Purchase & Return • Void Last transaction 	\$0.40
Credit	Subject to Fees and Conditions set forth in separate agreement with credit sponsor.	

A.4 – REPAIR/REPLACEMENT SHIPPING FEE:

The repair/replacement shipping fee is **\$20.00 per shipment** for replacement terminal or battery. Please contact eFunds if you have questions.

☐ **BILL MERCHANT** ☐ **BILL OTHER** _____ **Effective dates** _____ **to** _____

- END OF SCHEDULE (A) – PRICING -

1. Definitions

Acquirer means a POS Acquirer.

Banking Day means a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve, which is used for settlement, is open for business.

Benefit Card means a Card issued by a governmental agency, which can be used at a Wireless POS Terminal as an access device to initiate one or more Transactions.

Card means any access device or account number issued to a Cardholder for use in effecting Transactions at Wireless POS Terminals, including without limitation debit cards and Benefit Cards.

Cardholder means any Recipient or other individual person or entity to which a Card has been issued and who is authorized to use such Card to initiate Transactions at a Wireless POS Device.

CAS or Cardholder Authorization System means the telecommunication and processing system (including software and hardware) operated by or on behalf of an Issuer that authorizes or declines Transaction requests.

EBT System means the Electronic Benefits Transfer (EBT) system of eFunds, including without limitation the system that provides for the electronic movement of funds.

EFT System means the Electronic Funds Transfer (EFT) system of eFunds, including without limitation the system that provides for the electronic movement of funds.

Equipment means the Wireless POS Terminal and battery provided to Merchant.

Documentation means: (a) with respect to the EBT System, all Operating Bulletins (as they may be amended from time to time), and other information provided to Merchant by eFunds concerning the EBT System; and (b) with respect to the EFT System, all user documentation for the EFT System provided to the Merchant by eFunds, as amended from time to time by Funds.

Federal Regulations means all federal laws, rules and regulations of the United States of America that are applicable under this Agreement, including but not limited to: (a) the rules of the Food and Nutrition Service, United States Department of Agriculture that are published in 7 CFR Chapter II (7CFR 274.12); and (b) any other federal laws, regulations and rules that are applicable to the EBT System and/or the EFT System, including but not limited to the federal Electronic Funds Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. 1693 *et seq.*) and Regulation E (12 C.F.R.205) promulgated thereunder; the federal Truth-In-Lending Act (15 U.S.C.1601 *et seq.*) and Regulation Z (12 C.F.R. Section 226) promulgated thereunder; and all applicable International Standards Organization (ISO) and American National Standards Institute (ANSI) standards referenced in any such laws, regulations or rules.

Merchant means a retailer that has entered into a contract with eFunds pursuant to which contract the retailer may: (a) sell goods to Recipients using the EBT System; and/or (b) sell goods to other Cardholders using the EFT system.

Network means any national or regional electronic funds transfer network or other card processing network supported by or through eFunds, including but not necessarily limited to Visa, MasterCard, MAC, Plus, Cirrus, STAR, NYCE, Pulse, American Express and Discover.

PIN means a Recipient's personal identification number.

POS means point of sale.

Processing Services means the computer data processing services provided by eFunds to Merchant through the EBT System and the EFT System, as applicable, in accordance with this Schedule B and may include Wireless POS Terminal driving, electronic authorization, links to Networks, Transaction switching, and other support services.

Quest® Operating Rules means the Quest® Operating Rules issued by the National Automated Clearing House Association, as amended from time-to-time.

Recipient means any individual person who is authorized to use a Benefit Card to receive benefits through an EBT System.

Transaction means: (a) with respect to the EBT System, one of the following transactions initiated at a Wireless POS Terminal and processed by the EBT System: Benefit Balance Inquiry, Denial, Food Stamp Purchase, Food Stamp Return, Cash Purchase, Void Last, Voucher Clear Purchase or Voucher Clear; and (b) with respect to the EFT System, an authorization request, cash withdrawal, payment transaction, refund, or reversal initiated by a Cardholder at a Wireless POS Terminal and that is transmitted to eFunds for processing under this Schedule B.

Transaction Fee means a fee paid to eFunds by Merchant to interface to the EBT System or the EFT System for each applicable Transaction.

Wireless POS Terminal means a wireless POS transfer device, which machine or device is under the control of a Merchant and which can be used by a Cardholder to initiate a Transaction.

Any other terms that are capitalized in this Agreement but not defined in this section or elsewhere in the Agreement shall have the meanings as specified in the Quest® Operating Rules.

2. Headings

The titles and headings preceding the text of the sections and paragraphs of this Agreement have been inserted solely for convenience or reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

3. Changes

Changes to this Agreement may only be made by the execution of written Schedules and/or amendments to this Agreement by authorized representatives of both parties in a format specified by eFunds.

4. Wireless POS Terminals and Services

Unless otherwise agreed by eFunds and Merchant, eFunds will sell to Merchant and Merchant will purchase from eFunds the Wireless POS Terminal(s) required by Merchant. eFunds will provide to Merchant and Merchant will obtain from eFunds the Wireless POS Terminal installation, activation and monthly support Services described in Schedule A.

Following activation of the Wireless POS Terminal(s) by eFunds and during the Term of this Agreement, eFunds agrees to provide and Merchant agrees to accept and use the Processing Services, as applicable, all in accordance with the terms and conditions of this Agreement. eFunds agrees that it will provide or arrange for the provision of an EBT authorization database and an EFT authorization database, as applicable, each of which will enable Merchant to access

the database through the EBT System and the EFT System, respectively, in accordance with the Documentation and the terms and conditions of this Agreement.

5. Pricing

Merchant shall pay to eFunds the fees for the Wireless POS Terminal(s) and Processing Services as set forth in Schedule A of this Agreement. eFunds reserves the unrestricted right to charge Merchant the amount of any increases in third party telecommunication charges, service charges, Network pass-through fees, sponsorship or other third-party fees. In addition, eFunds may adjust its fees annually upon at least sixty (60) days written notice to Merchant; provided that, no increase in eFunds rates shall exceed ten percent (10%) per annum.

Any taxes based on this Agreement or on the Products and Services provided under this Agreement, including but not limited to sales, use, and personal property taxes, shall be paid by Merchant; except that, Merchant shall not be responsible for any taxes based upon the income of eFunds.

6. Payment

All amounts to be paid to eFunds under this Agreement are due when the applicable Products or Services are provided. Merchant shall advise eFunds, within fifteen (15) days of the date of any invoice, if it has any objections to the invoice. If eFunds does not receive an objection from Merchant, and upon the election of eFunds, Merchant authorizes eFunds to initiate, and Merchant agrees to pay, an electronic funds transfer or ACH debit in the amount of the invoice. If payments are not received when due, eFunds may terminate this Agreement for default as provided below, withhold or suspend any other Products or Services under the Agreement; refuse to execute any additional Schedules or amendments to this Agreement; charge Merchant interest on amounts due at the greater of the highest legal rate or 1.5% per month; charge Merchant any bank charges and other expenses (including but not limited to attorney's fees) related to nonpayment or collection; and bring any required legal action to recover amounts due. Payment shall not excuse either party from a duty that otherwise exists to pay other amounts actually owed or to refund amounts overpaid under this Agreement. If any Products or Services are withheld or suspended pursuant to this Section 6, then Merchant shall pay a re-activation fee as set forth in Schedule A.

7. Warranties

eFunds warrants that, during the Term of this Agreement, all Products and Services described here will comply, in all material respects, with the specifications described in the applicable Documentation; that the Processing Services will be performed in a workmanlike manner; and that its employees shall have the proper skill, training, and background so as to be able to perform the Processing Services in a workmanlike manner. Merchant represents and warrants that, as of the Effective Date, and at all times during the Term of this Agreement: (i) all information contained in Merchant's application to purchase the Products and Services reflected in this Schedule, together with any other information provided to eFunds by Merchant in connection with this Agreement, is true and complete in all material respects; (ii) it has the power to execute, deliver and perform this Agreement; (iii) this Agreement is duly authorized and will not

violate any provisions of law or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; and (iv) there is no action, suit or proceeding, pending, or threatened, that, if adversely decided to Merchant, would impair Merchant's ability to carry on its business or perform its obligations under this Agreement.

EXCEPT AS SPECIFICALLY STATED IN THIS SECTION, ALL PRODUCTS AND SERVICES PROVIDED BY EFUNDS ARE "AS IS", AND EFUNDS DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION.

8. Remedies and Limitations of Liability

The parties acknowledge that circumstances could arise entitling a party to damages or rescission arising from a failure by the other party to perform its obligations under this Agreement and have agreed, in all such circumstances, that the remedies of the non-defaulting party and the liabilities of the defaulting party shall be limited to those set forth in this Agreement. For any breach or default of this Agreement by eFunds, the sole liability of eFunds shall be to remedy the breach. Each party reserves the right to obtain equitable relief where appropriate. Each party waives any and all claims against the other party for incidental, special, punitive, indirect or consequential damages of any kind. In addition to the preceding limitations, eFunds shall not be liable for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively "Losses") of any kind unless Merchant provides written notice to eFunds of the event that gave rise to the alleged liability within thirty (30) days of occurrence. No action arising out of this Agreement may be brought by Merchant more than one (1) year following the event that gave rise to the action. eFunds' liability under this Agreement is limited, in all cases, in the aggregate, to the amount of fees paid for the applicable Product or Service during the three (3)-month period immediately preceding the event that gave rise to the liability. If any eFunds' Service is ever inoperative or unavailable, Merchant's sole and exclusive remedy is the retransmission of data when the Service becomes operational again. These limitations shall apply regardless of the form of action and whether the action is brought in contract, tort (including, but not limited to, negligence), strict liability, or otherwise. Each party acknowledges that the fees paid under this Agreement are based in part upon Merchant's willingness to accept the limitations of liabilities set forth in this section.

9. Indemnification

(a) Except as provided by subsections 9(b) and 9(c) below, Merchant shall indemnify, defend, and hold eFunds harmless from and against any and all claims, demands, and causes of action of any kind made against eFunds by a third party for any damages (including lost profits and any direct, incidental, consequential, special, indirect, or punitive damages) arising out of or related to the Merchant's use of the Products or Services provided under this Agreement.

(b) eFunds and its respective affiliates and subsidiaries who have executed this Agreement shall, to the extent responsible for the performance of obligations under this Schedule B, indemnify, defend, and hold the Merchant harmless from and against any and all claims, demands, and causes of action of any kind made against Merchant by a third party claiming that the Processing Services offered under this Schedule B infringe a United States patent or United States copyright. Should any Processing Service become, or in the opinion of eFunds become likely to become, the subject of a claim of infringement, eFunds may obtain for the Merchant the right to continue to use or replace or modify the Service to make it non-infringing, at no charge to the Merchant. This subsection contains the entire liability of eFunds for any alleged infringement.

(c) eFunds and its respective affiliates and subsidiaries who have executed this Agreement shall, to the extent responsible for the performance of obligations under this Schedule B, indemnify and hold harmless Merchant in accordance with Chapter 10, Liabilities and Indemnification, of the Quest Operating Rules when Merchant qualifies as a Participant pursuant to such rules.

(d) Each party shall promptly notify the other of any claim for which it seeks indemnification; authorize the indemnifying party to defend and to control the defense of the claim, at the indemnifying party's expense; and provide, at no charge to the indemnifying party, all documents, witnesses, and other reasonable assistance that may be necessary to defend against the claim.

10. Force Majeure

Neither party shall be liable for any losses or be in breach of its obligations under this Agreement as a consequence of any act or cause that is beyond its reasonable control and without its fault or negligence, provided that reasonable notice is given to the other party of the existence of such act or cause.

11. Waiver

The failure of either party to enforce at any time any provision of this Agreement, or to exercise any right provided for by this Agreement, shall not in any way be construed as a waiver of such provision or right, nor shall it affect in any way the validity of this Agreement or any part of this Agreement, or limit, prevent, or impair the right of either party to enforce such provision or to exercise such right at a later time.

12. Confidential Information

"Confidential Information" means a party's proprietary or confidential information that has been designated as Confidential Information or that, by the nature of the circumstances surrounding the disclosure, ought to, in good faith be treated as confidential or proprietary information. Confidential Information shall not include information that is or becomes publicly known through no wrongful act of the party receiving the information; becomes known without confidential or proprietary restriction from a source other than the disclosing party; can be shown by written records that the recipient possessed the information prior to the disclosure by the disclosing party; or was or is independently developed without use of or reference to Confidential Information from the other party. Each party agrees and acknowledges that (i) during the course of this Agreement, it may learn certain

Confidential Information of the other party; (ii) Confidential Information shall remain the sole and exclusive property of the disclosing party; (iii) Confidential Information is made available to the receiving party on a limited use basis solely for use as required by or set forth in this Agreement; (iv) it will not sell, disclose, or otherwise make Confidential Information available, in whole or in part, in a manner not provided for in this Agreement, without the prior written consent of the other party, except that a party may disclose Confidential Information to its affiliates and independent contractors who have assumed confidentiality obligations in accordance with this Agreement; and (v) it will utilize no less than a reasonable degree of care to prevent disclosure of Confidential Information to any unauthorized person or entity.

13. Use and Ownership of Intellectual Property and Information

Any and all Confidential Information, software or other work Product provided by eFunds to Merchant, and any derivative works, modifications, adaptations or enhancements therefrom or thereto, shall remain the sole and exclusive property of eFunds.

The Merchant agrees that eFunds may store, disclose, and use information obtained by eFunds under this Agreement to the extent and only in such manner that such storage, disclosure, and use shall be for purposes of performing the obligations of eFunds under this Agreement or for purposes permitted under federal, state, or local statutes, regulations, and requirements applicable to eFunds.

14. Use of Technology

Merchant acknowledges that the technology of eFunds, including but not limited to its method of processing Transactions, computer programs, and message formats, has been developed on an ongoing basis through the expenditure of a significant amount of time, effort, and resources. Merchant shall not use any of technology of eFunds for any purpose other than as contemplated by this Agreement.

15. Merchant Responsibilities

Merchant shall use the Wireless POS Terminal only to provide the applicable Transactions. Merchant shall maintain a checking account at the sponsoring financial institution for the purpose of electronic settlement of Transactions. This checking account must accept debit and credit ACH transactions. Merchant shall notify eFunds of any transaction, which is erroneously or believed to be erroneously handled by the EBT System or the EFT System within six (6) business days from the original Transaction date. Merchant shall supply eFunds with any supporting documentation upon request. Failure to notify eFunds within such six (6)-day period waives any right to an adjustment. In addition, eFunds may initiate adjustments where a Cardholder submits a substantiated claim within the timeframe allowed by applicable law, regulation or rule (including but not limited to any Federal Regulation), or where other system errors have been identified.

Unless specifically allowed by Federal Regulations or other applicable law, Merchant shall not charge Recipients a fee for providing benefits or doing a balance inquiry.

Merchant represents itself to be properly authorized by the

Food and Nutrition Service of the U.S. Department of Agriculture ("FNS") to accept SNAP (Supplemental Nutrition Assistance Program) food benefits in accordance with Federal Regulations. Merchant shall notify eFunds immediately in the event it is no longer so authorized or approved and the Agreement shall immediately terminate. Merchant agrees to display Quest service marks or any other licensed marks of any governmental entity, and other materials supplied by eFunds, in accordance with the standards set by the state in which the Services are provided ("State"). Merchant will use the service marks only to indicate that Benefit(s) can be redeemed at Merchant's location and will not identify or otherwise single out EBT Cardholders as recipients of the food benefit assistance program. The use or disclosure of any information concerning a Recipient or Cardholder for any purpose not directly connected with the performance of Merchant's duties pursuant to this Agreement is prohibited.

16. Third Party Products and Processing Services

If, as a part of the Processing Services, Merchant requests or requires access to Networks or to other third party service providers, Merchant agrees to enter into the appropriate agreements with such Networks or third party service providers, including but not limited to sponsoring financial institutions. Merchant agrees to comply with the terms of any such Network or third party service provider agreement, all applicable Network operating rules and regulations, and to pay any fees imposed by Network(s) or third party service providers with respect to Merchant. eFunds will sign a "processor" or other agreement if required by the Network or third party service provider. Merchant will indemnify, defend and hold eFunds harmless from and against any fees, costs, liability or obligation to any Network or third party service provider arising out of any such agreement or otherwise, unless eFunds has specifically assumed such fees, costs, liabilities or obligations under this Agreement, and notwithstanding any provision of any such "processor" or other agreement signed by eFunds. It is understood and agreed that any Network sponsorship for Merchant under this Agreement shall be coterminous with the Term; provided, however, that both parties shall comply with any applicable Network operating rules and regulations and all applicable laws after any termination of any sponsorship provided for pursuant to this Schedule B. While eFunds will make commercially reasonable efforts to sponsor Merchant for membership in Networks as requested or required by Merchant, Network membership is contingent upon Merchant meeting Network requirements and approval by the Network of the Merchant's completed application. Each Network establishes its own criteria for membership, and eFunds makes no representations or warranties concerning its ability to obtain membership for Merchant. If eFunds believes that Merchant will not meet the requirements of a Network, eFunds shall have no duty to provide such sponsorship.

If any Network or third party service provider mandates modifications to the Processing Services, or modifications are required to or because of the Wireless POS Terminals used with the Processing Services, Merchant shall be responsible for paying for such changes on a time-and-materials basis; provided, however, that eFunds will use reasonable efforts to

prorate such charges among its customers using the affected Network, service provider, or Wireless POS Terminal. In addition, eFunds reserves the right to modify the Processing Services provided during the Term. If a modification initiated by eFunds materially degrades the quality or value of the Processing Services to Merchant, then Merchant may terminate this Agreement within thirty (30) days of the receipt of updated Documentation describing the modification, without penalty, effective sixty (60) days after receipt by eFunds of written notice of termination from Merchant. Modifications under this section are not subject to the requirements of Section 3, Changes, of this Schedule B.

17. Merchant's Remedies

eFunds will provide accurate output from input material submitted for processing, except that eFunds shall not be responsible for the accuracy or adequacy of input material nor the resultant output from any inadequate or inaccurate input data. The accuracy and adequacy of input shall be judged as received at the eFunds data processing center. The accuracy and adequacy of output shall be judged as sent from the eFunds data processing center. In the event that employees of eFunds cause errors in Merchant's data to occur and Merchant requests correction of such data within sixty (60) days of the error, eFunds will, as Merchant's sole remedy for such errors, correct such data as necessary at the expense of eFunds. Merchant is required to provide all information reasonably requested with respect to alleged errors.

18. Compliance with Laws

Merchant agrees to comply with all applicable Federal Regulations and any other statutes, regulations, and requirements of the State and FNS concerning the subject matter of this Agreement. Merchant will cooperate with eFunds by performing any specific directions given by FNS, the State or any other regulatory agency having jurisdiction that are made necessary as a result of such statutes, regulations, and requirements. eFunds and Merchant shall comply with the Quest® Operating Rules, and each shall be solely responsible for their respective costs related thereto.

The functions and features of the Processing Services shall be capable of complying with all Federal Regulations in effect at the time the Services were ordered by Merchant, to the extent such functions and features as described in the Documentation allow or assist Merchant to comply with such Federal Regulations. If changes in Federal Regulations require any modification to the Processing Services, eFunds shall, at its expense, make such changes as are required to conform to then-current Federal Regulations, except to the extent such changes are outside the features and functions of the Processing Services. eFunds shall also use reasonable efforts to conform the Processing Services to state and local laws and regulations; provided, however, that Merchant shall be responsible for notifying eFunds of all such laws and regulations. eFunds reserves the right to charge Merchant, on a time-and-materials basis prorated among those customers of eFunds requesting the modification, for making any necessary modifications to the Processing Services as a result of state or local law.

19. Equipment

Equipment will be shipped to Merchant by eFunds, FOB eFunds. Risk of stolen Equipment or loss or damage to

Equipment shall pass to Merchant upon delivery of Equipment to Merchant. Merchant must notify eFunds promptly if Equipment is lost, stolen, or damaged. If Merchant believes Equipment is malfunctioning, Merchant shall call the appropriate eFunds' phone number to report such problem. eFunds will attempt to determine by phone if there is an Equipment problem. Merchant shall cooperate with eFunds in attempting to resolve any Equipment problems. If any Equipment has a problem that would negatively impact benefit distribution, eFunds shall use its best efforts to replace the Equipment within two (2) business days after receipt of defective Equipment from Merchant. If replacement Equipment is shipped to the Merchant, the Merchant may call the appropriate eFunds' phone number for assistance with the replacement process. The use of Equipment for any reason other than receipt and use of the Services provided by eFunds hereunder is strictly prohibited. eFunds shall provide Merchant with the software necessary to load into the Equipment. Merchant will be responsible for utilizing a UL approved power strip with a surge protector when plugging the Wireless POS Terminal or base into an electrical outlet. Merchant will be responsible for purchasing its own supplies (i.e. receipt paper) from a vendor of its choice. All costs incurred by Merchant as a result of participation in the EBT System and the EFT System shall be Merchant's responsibility.

20. Telecommunications

Wireless communications used for Transaction processing is included in the monthly fee to Merchant.

21. Food Stamp Vouchers

Off-line vouchers are used when a Wireless POS Terminal is not working or the EBT System is not available and merchant needs to perform a Food Stamp Purchase or Return Transaction. If electronic authorization of food stamp benefits is not available, and the Merchant chooses to complete the sale, Merchant must comply with the off-line processing procedures and State specific limits.

22. Settlement

"Settlement" is the transfer of funds to Merchant to compensate Merchant for the goods disbursed at Merchant's Wireless POS Terminal to Cardholders. Settlement involves only those funds involved in Transactions that are processed through the EBT System or the EFT System. The settlement function is performed on a daily basis on each Banking Day. Settlement will be processed through the eFunds designated Federal Reserve Bank to the Merchant account. There will be one (1) daily entry for the net amount "due to" Merchant for all Transactions that are processed through the EBT System and the EFT System. This amount includes all debits and credits sent to and received from the EBT System and the EFT System between the prior settlement and 6:00 p.m. Central Time ("CT") each day. The settlement entry for Merchant's account will be made on the next Banking Day. Weekend settlement consists of three (3) separate entries for Friday, Saturday, and Sunday and will be posted on the next Banking Day. If Merchant is located in or settling through other Federal Reserve jurisdictions, settlement entries for Merchant may be delayed pursuant to Federal Reserve inter-district settlement.

Merchant assumes responsibility for auditing and balancing the data contained in any reports and for reconciling any out-

of-balance condition. Merchant will notify eFunds of any out-of-balance condition that Merchant believes to be, or reasonably should have believed to have been, caused by a failure of eFunds' Services, by midnight of the third (3rd) working day immediately following the day of receipt of such data by Merchant. Any failure of Merchant to notify eFunds of any out-of-balance condition within such time period waives Merchant's right to an available adjustment.

23. Audit Requirements

eFunds shall have the right, during the Term of this Agreement, upon reasonable notice and during normal business hours, to conduct a review of the books and records of Merchant to determine or to verify the compliance of Merchant with its obligations under applicable law and this Agreement, including the payment of fees. Merchant shall be subject to examination and audit when requested by the Federal or State Government or certified public accountants satisfactory to eFunds of all its functions in connection with the processing of items to and from the EBT System or EFT System. The expense of these examinations shall be borne by Merchant.

24. Error Resolution

Merchant is obligated to cooperate fully with eFunds and all other participants in the EBT System or EFT System in the resolution of disputes and system errors. With respect to the EBT System, error resolution will be handled in accordance with the Quest® Operating Rules and any applicable Federal Regulations. With respect to the EFT System, error resolution will be handled in accordance with applicable laws and regulations and Network rules. Merchant shall notify eFunds of any Transaction that is erroneously, or believed to be erroneously, handled by the EBT System within the timeframes required by FNS regulations and the Quest® Operating Rules from the original Transaction date. Failure to notify eFunds within such time period waives Merchant's rights to an Acquirer-Initiated Correction. eFunds may request copies of receipts and other available records from Merchant for purposes of resolving any claim of a system error. Merchant must provide requested information to the extent available within the time specified in the then current Quest® Operating Rules, Network rules or applicable law concerning error resolution.

25. Merchant Information

Notwithstanding anything in this Agreement to the contrary, Merchant acknowledges that eFunds may release information regarding Merchant's use of the EBT System upon request by any Federal or State agency having authority to request such information. The use or disclosure by Merchant of any information concerning a Recipient for any purpose not directly connected with the performance of Merchant's duties is prohibited.

26. Assignment

Neither party shall be permitted to assign this Agreement or any rights, duties, nor responsibilities under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, eFunds may obtain Products and/or Services from third parties to the extent necessary to perform its obligations under this Agreement. In addition, eFunds may assign this Agreement to

any directly or indirectly held and majority-owned subsidiary of eFunds or to any successor in interest in connection with a merger, acquisition, business combination, divestiture, or business reorganization without Merchant's consent.

27. Notices

All notices provided for by this Agreement shall be made in writing and addressed to the address set forth on Schedule 1 of this Agreement, or in accordance with the last written instructions received from each party concerning the person and address for such notices. Such notice shall be effective upon receipt. Any notice related to default or termination shall be sent by registered or certified mail.

28. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

29. Independent Status

Neither party shall be deemed an agent, partner or co-venturer of the other by reason of this Agreement or of any Products or Services provided under this Agreement.

30. Governing Law and Disputes

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law provisions. Each party irrevocably consents to the jurisdiction and venue of the state and federal courts located in the State of Delaware for the resolution of any matter arising under this Agreement and for which judicial relief is sought. Neither party shall institute any judicial action against the other party in any court located outside the State of Delaware. Each party waives any claim of a non-convenient forum or other objection to such jurisdiction.

31. Construction

Unless explicitly stated otherwise, for an event that calls for either party to exercise its judgment, give its consent, or perform an obligation, a standard of reasonableness shall apply. The parties expressly acknowledge that the terms and conditions of this Agreement have been the subject of review, discussion, and participation by both parties. Those provisions of this Agreement that by their terms, nature or senses survive any termination or expiration of this Agreement shall so survive in accordance with their terms.

32. Termination

Either party may terminate this Agreement in its entirety, effective thirty (30) days after providing written notice of a material breach to the other party that remains uncured prior to the effective date of termination; except that, if the material breach is Merchant's failure to pay any monies as required by this Agreement, eFunds may terminate this Agreement in its entirety, effective ten (10) days after providing written notice of such default to Merchant if the non-payment is not cured prior to the effective date of termination. In addition to any other right of termination under this Agreement, Merchant may terminate this Agreement by providing written notice of termination within sixty (60) days after receipt of notice from eFunds of a fee increase, material change to the terms and conditions of this Agreement, or material change in the Quest® Rules that is adverse to Merchant's interests.

eFunds may terminate this Agreement at any time upon thirty (30) days prior notice to Merchant in the event of any material change to the Quest® Operating Rules, Network rules or

Federal Regulations that is adverse to the interests of eFunds.

Merchant shall immediately resolve any operational problem within the EBT System that Merchant has caused upon discovery by Merchant or after oral notification by eFunds, whichever is earlier. eFunds may terminate this Agreement thirty (30) days after Merchant's receipt of written notice that Merchant has caused an operational problem within the EBT System.

eFunds may terminate this Agreement immediately upon the request of the State or Federal Agency with appropriate jurisdiction. Either party may also terminate this Agreement in its entirety, effective immediately upon written notice, if the other party (i) fails to protect the other party's Confidential Information in accordance with the terms of this Agreement; (ii) makes a general assignment for the benefit of its creditors; (iii) suffers the appointment of a trustee, liquidator, or receiver for its business or property; (iv) is the subject of a bankruptcy, receivership, insolvency, dissolution, or liquidation proceeding; or (v) is adjudicated insolvent or bankrupt. Termination of this Agreement shall not relieve either party from any obligation accrued through the date of termination or from any terms and conditions in this Agreement that continue beyond termination. If Merchant terminates this Agreement or any Schedule, or if eFunds terminates this Agreement for the Merchant's material breach, eFunds shall be entitled to the immediate payment by Merchant of all fees earned but not paid prior to the date of termination.

33. Nondiscrimination

Merchant shall not on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any Services or benefits provided under this agreement; (b) provide any Services or benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of Services or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

34. Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and other communications, written or oral. Except where specifically indicated in this Agreement, any modification or amendment must be in writing and signed by both parties. No purchase order or other Merchant form will modify, supersede, add to, or in any way vary the terms of this Agreement. Any acknowledgment by eFunds of such a Merchant form shall be solely for informational purposes. A photocopy or facsimile of signatures shall be satisfactory proof of offer and acceptance of this Agreement by both parties.

-END OF SCHEDULE (B) – PROCESSING SERVICES –

-END OF AGREEMENT -