

**NETWORK 1 FINANCIAL, INC. (NET1)
MERCHANT CREDIT CARD PROCESSING AGREEMENT**

Processor (NET1 use only):	Sales Rep #:	Sales Rep Name:	Association:
Bank (NET1 use only):	Sic (NET1 use only):		Date :
Existing NET1 Account: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, current product type (please circle all that apply): MC/Visa Debit EBT EFT		Current MID:

PRODUCTS AND SERVICES

PHYSICAL PRODUCTS - utilizing point of sale terminals CREDIT: <input type="checkbox"/> MC/Visa <input type="checkbox"/> New AMEX Request DEBIT: <input type="checkbox"/> <input type="checkbox"/> EBT	VIRTUAL PRODUCTS - using the NET1 Gateway (i.e. VT, VT via API, VT with shopping cart) <input type="checkbox"/> MC/Visa <input type="checkbox"/> New AMEX Request
--	--

Services

<input type="checkbox"/> Expedite Application (available on both product types) - Additional Fees Apply <input type="checkbox"/> Daily Discount Program - net deposit (required for B Paper) (Defaults to Monthly) <input type="checkbox"/> Terminal Re-Program <input type="checkbox"/> Mobil Set Up	<input type="checkbox"/> NET1 Lease (Equipment Lease Only): <input type="checkbox"/> Physical Products Tele-Training <input type="checkbox"/> Virtual Bankcard Tele-Training - Optional* *Billed at \$75/hour or any fraction thereof. First hour billed in advance.
---	--

BUSINESS INFORMATION

LEGAL Name of Business:	Business Name/DBA Name:
Mailing/Billing Address:	Location Address (if different from Billing) (No PO Box):
City, State, Zip:	City, State, Zip:
Contact Name:	County:
Corporate Phone: ()	Corporate Fax: ()
Business Phone: ()	Business Fax: ()
Email Address (Required for Internet Merchants):	# of locations:
Website Address (Required for Internet Merchants):	
Customer Service Phone Number (Required for MOTO and Internet Merchants):	

Type of Goods/Services Sold:	Type of Business (check one): <input type="checkbox"/> Internet <input type="checkbox"/> MOTO <input type="checkbox"/> Service <input type="checkbox"/> Retail
------------------------------	--

Date Business Opened:	Length of Current Ownership: _____ # of years _____ # of months	METHOD OF SALES	% OF PRODUCTS SOLD:
Expected Annual Card Sales (\$):	Average Transaction Amount (\$):	Card Present Swipe: _____%	Direct to Consumer: _____%
Estimated Maximum Transaction Amount (\$):	Current Processor: (if applicable)	Card Not Present: _____%	Business to Business: _____%
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No	High Volume Months (please circle all that apply):	TOTAL: Must Equal 100%	Government (Local, State & National): _____%
		Card Present Imprint: _____%	TOTAL: Must Equal 100%

Ownership Type: <input type="checkbox"/> Assoc., Estate, Trust <input type="checkbox"/> International <input type="checkbox"/> Corporation <input type="checkbox"/> Corp., LLC <input type="checkbox"/> Govt. (Fed., State, Local) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partner <input type="checkbox"/> Medical/Legal <input type="checkbox"/> Non Profit/Tax Exempt (must provide federal form 501C)	Federal Tax ID # (9 Digits) (Required if Incorporated):
Owner 1/Partner/Officer Name:	Business Title:
Home Address:	City, State, Zip:
Equity %:	Social Security #:
Phone Number: ()	
Owner 2/Partner/Officer Name:	Business Title:
Home Address:	City, State, Zip:
Equity %:	Social Security #:
Phone Number: ()	

Bank Reference Name:	Contact:	Phone Number: ()
Trade Reference Name 1:	Contact:	Phone Number: ()
Trade Reference Name 2:	Contact:	Phone Number: ()

FEES AND CHARGES ARE AS SET FORTH ON PAGE 2 OF THIS DOCUMENT.

OTHER CARDS TO BE ACCEPTED / EXISTING ACCOUNT NUMBERS & ADDITIONAL INFORMATION

<input type="checkbox"/> AMEX (10 digits) _____	<input type="checkbox"/> Carte Blanche (10 digits) _____
<input type="checkbox"/> Discover (15 digits) _____	<input type="checkbox"/> JCB (10 digits) _____
<input type="checkbox"/> Diner's Club (10 digits) _____	<input type="checkbox"/> EBT FCS Number (7 digits) _____

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

The Company hereby authorizes NET1 to initiate debit/credit entries to its checking account(s) indicated below at the depository financial institution named below and to debit/credit the same such account(s). The Company acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until i) NET1 has received written notification (by electronic or U.S. mail) from the Company of its revocation in such time and manner as to allow NET1 a reasonable opportunity to act on it and ii) all obligations of Company to NET1 that have arisen under this Agreement have been paid in full. The Company has the right to stop payment of a debit entry by notification to NET1 prior to charging account(s). After its account has been charged, it has the right to have the amount of erroneous debit immediately credited to its account by NET1. The Company must also notify NET1, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred. This notification must be received within 10 days of change. A fee will be charged for any returned ACH debits.

* A voided check from this account must be attached.	Bank Name: _____		Phone Number: _____		
	Address: _____		City: _____	State: _____	
	Transit Routing Number (9 digit number only): _____		DDA Number (Bank account number): _____		

FEES AND CHARGES - COMPLETE SECTION I OR II ONLY

SECTION I - RETAIL/STOREFRONT/FACE-TO-FACE TRANSACTIONS

Processing Rate Tier	Processing Rate (%)	Per Item Fee	Qualifications Description (Based on Gross SALES)
Rate 1			Card present, single authorization required; full magnetic stripe read during authorization; all data passed; settled within 2 days of approved transaction date. Signature required.
Rate 2			Card present, single authorization required; all data passed; settled within 2 days of approved transaction date. Key entered sales are billed at this rate. Signature and Address Verification required.
Rate 3			Authorization required; settled within 30 days of approved transaction date.
Business Card 1 (Electronic)			Applies to Business, Corporate, Purchasing and Fleet cards. Rate 1 requirements. Authorization required and passed in settlement; settled within 3 days of approved transaction date.
Business Card 2 (Standard)			Applies to Business, Corporate, Purchasing and Fleet cards. Authorization required; settled within 30 days of approved transaction date. Applies to all T&E merchants. Applies to non T&E merchants for Purchasing Card transactions if sales tax and accounting code are not entered, and Corporate or Business Card transactions if the sales tax is not entered and if Fleet cards do not contain fuel data. Applies to hotel and car rental transactions that do not include the hotel folio number or car rental, agreement number, hotel check-in date or car rental, checkout date, and extra charges.

SECTION II - INTERNET/MAIL/TELEPHONE ORDER/KEY ENTERED TRANSACTIONS

Processing Rate Tier	Processing Rate (%)	Per Item Fee	Qualifications Description (Based on Gross SALES)
Rate 1			Card not present. Single electronic Authorization for settled amount, settled within 2 days of approved transaction date, Address Verification Service (AVS) required. Invoice/Order number required.
Rate 2			Fails Rate 1 qualifications, settled within 3 days of approved transaction date.
Rate 3			Authorization required, settled within 30 days of approved transaction date.
Business Card 1 (Electronic)			Applies to Business, Corporate, Purchasing and Fleet cards. Authorization required and passed in settlement; settled within 3 days of approval.
Business Card 2 (Standard)			Applies to Business, Corporate, Purchasing and Fleet cards. Authorization required; settled within 30 days of approved transaction date. Applies to all T&E merchants. Applies to non T&E merchants for Purchasing Card transactions if sales tax and accounting code are not entered, and Corporate or Business Card transactions if the sales tax is not entered and if Fleet cards do not contain fuel data.

PROCESSING FEES / RECURRING FEES

Paper Supplies:	AT MARKET VALUE	Monthly Support Fee:	\$ _____ /month
Statement Fee:	\$ _____ /month	On-line Merchant Reporting Fee:	\$ _____ /month*
Minimum Monthly Processing Fee: Calculated using Rate 1 processing volume only	\$ _____ /month	Annual Fee:	\$ _____ /per year
Gateway Access Fee:	\$ _____ /month	START-UP FEES / MISCELLANEOUS	
AMEX Auth Fee:	\$ _____ /each	Application Fee:	\$ _____ /one time
Discover Auth Fee:	\$ _____ /each	Expedite Fee: (MUST be selected in Products & Services above)	\$ _____ /one time
Diners Auth Fee:	\$ _____ /each	Mobile Set Up Fee:	\$ _____ /one time
Carte Blanche Auth Fee:	\$ _____ /each	Equipment:	\$ _____ /one time
JCB Auth Fee:	\$ _____ /each	Virtual Products Tele-Training: (MUST be selected in Products & Services on page 1)	\$ _____ /one time
Charge Back Fee:	\$ _____ /each	Physical Products Teletraining: (MUST be selected in Products & Services on page 1)	\$ _____ /one time
ARU Fee:	\$ _____ /each	Equipment Reprogramming Fee: (MUST be selected in Products & Services on page 1)	\$ _____ /one time
Voice Authorization Fee:	\$ _____ /each	Lease/Rental Deposit:	\$ _____ /one time
Mobile Access Fee:	\$ _____ /month	Sales Tax will be charged to Virginia merchants @ 4.5%.	\$ _____ /one time
Mobile Tran Fee (in addition to per item fee):	\$ _____ /each	Total Due at Signing - collected via ACH:	\$ _____ / one time (total)
Debit Fee:	\$ _____ /each	Total Due at Signing - collected via Check:	\$ _____ / one time (total)
Debit Monthly Access Fee:	\$ _____ /month	Check # : _____	Name on Check: _____
EBT Fee:	\$ _____ /each	Check made payable to: <input type="checkbox"/> NET1 <input type="checkbox"/> Sales Office	
EBT Access Fee:	\$ _____ /month	CANCELLATION FEE: If Company cancels this Agreement during the term or any agreed upon extension term, this sum shall be due NET1. See Article IV. Section 4.01 of the attached terms and conditions for additional details. \$25.00	

*If you are credit approved on or before the 15th of the month, you will receive that calendar month free of charge and thereafter will be charged the recurring amount. If you are credit approved on the 16th or later, you will receive the remainder of that month and the next calendar month free of charge and thereafter will be charged the recurring amount. If you wish to opt out of this program, please sign and date the Opt Out section at the bottom of this Agreement.

EQUIPMENT, PERIPHERALS AND OTHER ACCESSORIES:

TERMINAL / SOFTWARE	QTY.	TERMINAL APPLICATION	TERMINAL PROGRAM	PROVIDER - If NOT Merchant
			VISANET: <input type="checkbox"/> Term Capture PAYMENTECH: <input type="checkbox"/> Term Capture <input type="checkbox"/> Host Capture	<input type="checkbox"/> NET1 <input type="checkbox"/> ISO
<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Tips <input type="checkbox"/> Server <input type="checkbox"/> Hotel <input type="checkbox"/> Invoice # <input type="checkbox"/> Autoclose <input type="checkbox"/> Purchasing Card <input type="checkbox"/> Split Dial (Visanet Only) <input type="checkbox"/> Address Verification (AVS) <input type="checkbox"/> Dial Pay (primary method of auth/capture - no terminal required) <input type="checkbox"/> NXT (Paymentech Only) - additional paperwork required <input type="checkbox"/> AMEX PIP (Visanet or Paymentech utilizing AMEX software) - additional paperwork required				

PRINTER	QTY.	PROVIDER If NOT Merchant	PIN PAD	QTY.	PROVIDER - If NOT Merchant
		<input type="checkbox"/> NET1 <input type="checkbox"/> ISO			<input type="checkbox"/> NET1 <input type="checkbox"/> ISO

TERMINAL / SOFTWARE	QTY.	TERMINAL APPLICATION	TERMINAL PROGRAM	PROVIDER - If NOT Merchant
			VISANET: <input type="checkbox"/> Term Capture PAYMENTECH: <input type="checkbox"/> Term Capture <input type="checkbox"/> Host Capture	<input type="checkbox"/> NET1 <input type="checkbox"/> ISO
<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Tips <input type="checkbox"/> Server <input type="checkbox"/> Hotel <input type="checkbox"/> Invoice # <input type="checkbox"/> Autoclose <input type="checkbox"/> Purchasing Card <input type="checkbox"/> Split Dial (Visanet Only) <input type="checkbox"/> Address Verification (AVS) <input type="checkbox"/> Dial Pay (primary method of auth/capture - no terminal required) <input type="checkbox"/> NXT (Paymentech Only) - additional paperwork required <input type="checkbox"/> AMEX PIP (Visanet or Paymentech utilizing AMEX software) - additional paperwork required				

PRINTER	QTY.	PROVIDER If NOT Merchant	PIN PAD	QTY.	PROVIDER - If NOT Merchant
		<input type="checkbox"/> NET1 <input type="checkbox"/> ISO			<input type="checkbox"/> NET1 <input type="checkbox"/> ISO

IF NET1 PROVIDED: Purchase NET1 Lease (by approval only)

SHIP TO: ISO Sales Rep Merchant Pick up from Net 1 *Note: Shipped to Merchant unless otherwise stated*

SHIP VIA: Priority Overnight Standard Overnight 1-3 Business Days Saturday Delivery *Note: Shipped 1-3 unless otherwise stated*

EXECUTION OF AGREEMENT

BY SIGNING THIS AGREEMENT, THE COMPANY CERTIFIES TO NET1 THAT IT IS AUTHORIZED TO SIGN THIS AGREEMENT. THIS AGREEMENT, TOGETHER WITH THE TERMS AND CONDITIONS ATTACHED HERETO, AND INCORPORATED HEREIN BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS. THE COMPANY HEREBY AGREES TO ABIDE BY ALL THE PROVISIONS OF THIS AGREEMENT.

The quoted discount Rate "1" (Visa/MasterCard only) is based upon the Company:

- 1) All of the Company's application and expedite (if applicable) fee(s) will be non-refundable if Company cancels the Application before credit approval and/or installation.
- 2) This Agreement is not considered received until all documentation requirements and requests have been fulfilled by the Company.
- 3) The Signatory hereby gives permission to NET1 to access his/her credit history via Trans union, Equifax or other credit-reporting agency.
- 4) An authorized Officer of the Company has read and hereby acknowledges receipt of the terms and conditions to it.
- 5) Maintaining an average transaction size of \$_____ and annual volume estimate of \$_____ as stated on page 1 of this application.
- 6) All retail Companies maintain that neither telemarketing nor mail order comprise more than 5% of their business.

The Company agrees that this is an application for bankcard processing and is binding until such time as accepted by NET1 and the Bankcard Processor.


To qualify for processing, the Company must have, but is not limited to, having the following:

- 1) If a Retail merchant, a physical location with visible business sign.
- 2) If a MOTO merchant, the Company must complete Internet/Mail Order/Telephone Order Questionnaire addendum.
- 3) Terminals not installed within 120 days after receipt are subject to cancellation without refund.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT (INCLUDING FUNDS TRANSFER INSTRUCTIONS INCLUDED HEREIN) TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES TO BE EFFECTIVE ON THE DATE SET OUT BELOW.

By signing this Agreement, the Company understands that outstanding sums due and owing to NET1 will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in Fees or termination of this Agreement, per the attached Terms and Conditions. In the event of non-payment of any sums due, NET1 reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same. By signing below, the Company represents that the information it has provided on this Agreement is complete and accurate.

The Company understands that the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to the business entity to accept the American Express Card by American Express Travel Related Services Company, Inc. By accepting the American Express card for the purchase of goods and/or services, the Company agrees to be bound by the Terms and Conditions. Additionally, the Company agrees that all representations and Agreements found above shall be deemed to have been made for the benefit of, and may be enforced by American Express Travel Related Services Company, Inc. (also referred to herein as "AMEX") as well as NET1 and Bank. This Agreement incorporates by reference the Terms and Conditions attached hereto.

COMPANY NAME:	NETWORK 1 FINANCIAL, INC.
Signature: 	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

As a primary inducement to NET1 to enter into this Agreement, I, the undersigned Guarantor, absolutely and unconditionally guarantee the full and prompt payment of all Company's indebtedness and liabilities, and the performance of all Company's obligations, to NET1 under the Agreement (the "Obligations"). I agree that upon Company's default I will pay NET1, in accordance with the terms and conditions of this Agreement, all fees and other sums payable by Company under this Agreement. Further, I acknowledge and agree that (i) this Guaranty will continue until the Obligations are fully and finally performed; (ii) this is a guaranty of payment and performance and not of collection, and in no case will NET1 be required to attempt collection from Company or pursue any other remedy or action before collection from me; (iii) the provisions of the Agreement may be modified or waived without notice to or consent by me and without invalidating this Guaranty; (iv) this Guaranty will be governed by and construed in accordance with the laws of the Commonwealth of Virginia; (v) NET1 is authorized to investigate any and all credit information pertaining to this Guaranty; (vi) I will be responsible for all legal fees and other costs that NET1 incurs enforcing this Guaranty.

Signature: 	Social Security #	Affiliation with Company
--	-------------------	--------------------------

SITE INSPECTION INFORMATION (To Be Completed by Sales Rep)

LOCATION TYPE: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Trade Show <input type="checkbox"/> Other (describe):	
MERCHANT: <input type="checkbox"/> Owns Business Site <input type="checkbox"/> Leases Business Site	Landlord Name: _____ Landlord Phone: _____
Does Business Appear Legitimate: <input type="checkbox"/> Yes <input type="checkbox"/> No	Comments: _____ Other (please describe): _____
Is site photo included with Application: <input type="checkbox"/> Yes <input type="checkbox"/> No	Is business Open and Operating: <input type="checkbox"/> Yes <input type="checkbox"/> No
Is inventory sufficient for Business Type: <input type="checkbox"/> Yes <input type="checkbox"/> No	Are Visa and MasterCard decals visible: <input type="checkbox"/> Yes <input type="checkbox"/> No
Are Goods and Services Delivered at Time of Sale: <input type="checkbox"/> Yes <input type="checkbox"/> No	Any Mail/Telephone Order Sales Activity: <input type="checkbox"/> Yes <input type="checkbox"/> No

By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct, to the best of his/her knowledge and is represented by her/his Company.

Sales Representative - Signature:	Sales Representative - Printed Name:	Date:
-----------------------------------	--------------------------------------	-------

Opt Out for On-line Merchant Reporting Services

I choose not to accept the On-line Merchant Reporting services.		
Signature:	Printed Name and Title:	Date: