

## GUARANTY

**THIS GUARANTY** dated as of \_\_\_\_\_, 20\_\_ executed and delivered by \_\_\_\_\_ (the "Guarantor") in favor of CheckFreePay Corporation and its affiliates and subsidiaries ("CheckFreePay").

**WHEREAS**, pursuant to that certain Walk-In Bill Payment Processing Services Agreement (the "Agreement"; capitalized terms used herein and not otherwise defined herein shall have their respective defined meanings as set forth in the Agreement), dated as of \_\_\_\_\_, \_\_\_\_\_ (as amended from time to time), by and between CheckFreePay Corporation (formerly known as American Payment Systems, Inc.) and the Guarantor, among other things, CheckFreePay creates and manages the Agent Network to receive bill payments for the benefit of Guarantor, processes Customer Payment Data and reports it to Guarantor, and handles and remits to Guarantor the proceeds of bill payments received through the Agent Network;

**WHEREAS**, the Guarantor requires Agent Locations in certain areas that CheckFreePay is not able to find an Agent suitable to it but Guarantor is willing to guaranty the performance of a certain Agent in regards to certain obligations of the Agent under the Agent Agreement (the "Agent Agreement") which CheckFreePay will execute between it and the certain Agent which Guarantor agrees to Guaranty (the "Guaranty Agent") as outlined in Exhibit A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor agrees as follows:

**Section 1. Guaranty.** The Guarantor hereby unconditionally and irrevocably guaranties to CheckFreePay, the prompt performance, when due, of the obligations of the Guaranty Agent pursuant to the Agent Agreement to deposit or transfer Customer Payment Funds collected by the Guaranty Agent for the benefit of the Guarantor and to timely provide the Customer Payment Data and report it to CheckFreePay as required by the Agent Agreement (the "Obligations"). It is expressly understood that the Guarantor's obligation under the preceding sentence (a) shall be limited to (i) the payment of money equal to the amounts, if any, that the Guaranty Agent fails to deposit in accordance with the terms of the Agent Agreement and (ii) the payment of costs or damages incurred as a consequence of the failure, if any, of the Guaranty Agent to timely deliver to CheckFreePay the Customer Payment Data and reports but (b) shall not include specific performance in kind of any of the Obligations of CheckFreePay. The Guarantor shall forthwith, upon demand, pay and discharge the obligations of the Guaranty Agent set forth in this Guaranty. CheckFreePay is not required to attempt to collect from any other party prior to collecting from Guarantor. CheckFreePay may take any action without notifying Guarantor or releasing Guarantor from liability. Furthermore, Guarantor agrees to pay for any and all expenses that CheckFreePay incurs in enforcing this Guaranty, including all attorneys' fees, collection costs, and court costs.

**Section 2. Representations and Warranties.** The Guarantor hereby represents and warrants that:

(a) (1) it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority and the legal right to own and operate its property, to lease the property it operates and to conduct the business in which it is currently engaged, (2) it has the power and authority and the legal right and capacity to execute and deliver, and to perform its obligations under, this Guaranty and has taken all necessary action to authorize its execution, delivery and performance of this Guaranty;

(b) this Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditor's rights generally, general equitable principles and an implied covenant of good faith and fair dealing;

(c) the execution, delivery and performance of this Guaranty will not violate any provision of any requirement of law or contractual obligation of the Guarantor and will not result in or require the creation or imposition of any lien on any of the properties or revenues of the Guarantor pursuant to any requirement of law or contractual obligation of the Guarantor; and

(d) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or governmental authority and no consent of any other person (including, any shareholder or creditor of the Guarantor) is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty.

**Section 3. Notices.** All notices, requests, demands and other communications to or upon CheckFreePay and the Guarantor to be effective shall be in writing and shall be deemed to have been duly given and made when (a) delivered to the recipient in person, (b) if given by mail, when deposited in the mails by certified mail, return receipt requested, or (c) if by facsimile or similar electronic transmission, when sent and receipt has been confirmed, addressed as follows:

(i) if to the CheckFreePay, at the address or transmission number for notices provided in the Agreement; and

(ii) if to the Guarantor, at its address or transmission number for notices set forth under its signature below.

Whenever any notice is required to be given by applicable law or this Guaranty, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each of the CheckFreePay and the Guarantor may change their respective addresses and transmission numbers for notices by notice in the manner provided in this Section.

**Section 4. Amendments.** This Guaranty may not be amended except in writing signed by the CheckFreePay and Guarantor.

**Section 5. Severability.** Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**Section 6. Integration.** This Guaranty represents the agreement of the Guarantor with respect to the subject matter hereof and there are no promises or representations relative to the subject matter hereof not reflected herein.

**Section 7. Section Headings.** The section headings used in this Guaranty are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**Section 8. Successors and Assigns.** This Guaranty shall be binding upon the successors and assigns of the Guarantor and shall inure to the benefit of the CheckFreePay and each of their successors and assigns.

**Section 9. Governing Law and Jurisdiction.** This Guaranty shall be governed by, and construed under, the laws of the State of Connecticut, all rights and remedies being governed by said laws, without regard to conflict of laws principles.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered as of \_\_\_\_\_, 20\_\_.

GUARANTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Paul Harrison  
SVP & General Manager  
CheckFreePay Corporation  
15 Sterling Drive  
Wallingford, CT 06492  
Fax: (877) 237-0237  
Email: [paul.harrison@fiserv.com](mailto:paul.harrison@fiserv.com)

**Exhibit A**  
**Guaranty Agent Location(s)**

Agent Location Name:

Address:

City, State, Zip Code:

Telephone:

Telefax:

EIN #:

Terminal ID Number: