

**APPOINTMENT AGREEMENT FOR PAYMENT SERVICES**

This Appointment Agreement for Payment Services (“**Appointment Agreement**”), dated as of \_\_\_\_\_, 20\_\_ (“**Effective Date**”) is made by and among **CheckFreePay Corporation**, a Connecticut corporation (“**CFP**”), **CheckFreePay Corporation of New York**, a New York corporation, (“**CFPNY**”), **CheckFreePay Corporation of California**, a California corporation (“**CFPCA**”) and \_\_\_\_\_ (“**Agent**”). Each of CFP, CFPNY, CFPCA and Agent is referred to herein as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, each of the Licensees is engaged in the business of money transmission, and is licensed or otherwise authorized to provide the Payment Services (defined below) in various jurisdictions;

**WHEREAS**, Agent, is engaged in the business of (i) marketing and distributing financial products and services on behalf of certain third parties, including, without limitation, state-licensed money transmitters, (ii) processing financial transactions, and/or (iii) performing other services for companies offering financial products and services, including stored value products and services;

**WHEREAS**, Licensees desire to appoint Agent, as their representative and designated agent, solely to the extent required by Applicable Law, with the authority to provide the Payment Services, as defined herein, as appropriate, from time to time.

**NOW, THEREFORE**, in consideration of the agreements, conditions and covenants set forth below, the Parties agree as follows:

1. Appointment.

A. Each of CFP, CFPNY, and CFPCA (each, a “**Licensee**,” and, collectively, the “**Licensees**”) hereby appoint Agent as its representative and designated agent, with the authority to provide the Payment Services, pursuant to the terms and conditions set forth herein, and on any applicable schedules and exhibits hereto, and to engage in money transmission on its behalf, as applicable, through the internet, telephone, retail locations or as otherwise designated by the Licensees, in each case as approved by the Licensees, from time to time, for the sole purpose of performing Agent’s obligations under Schedule B – “Terms and Conditions for CheckFreePay Link (API) – Bill Payment Services”, attached hereto. “**Payment Services**” shall solely consist of domestic walk-in bill payment services, whereby bill payment customers can enter participating Agent retail locations (“**Agent Locations**”) and make payments on certain consumer accounts held by billers providing goods and services to such bill payment customer, which payments are then processed and remitted to the biller on behalf of the bill payment customer. Agent may not delegate its appointment hereunder without the prior written consent of each Licensee and any regulatory authority whose consent is required by Applicable Law.

B. Agent hereby expressly acknowledges and agrees that it is under an express duty to act only as authorized by Licensees pursuant to this Agreement. Any unauthorized provision of Payment Services by Agent shall constitute a material breach of this Appointment Agreement, and in such event, (i) each Licensee shall be completely released from any liability or obligation to Agent relating to the unauthorized Payment Services, and (ii) each Licensee shall have the right to terminate the Agent’s rights under this Appointment Agreement at any time and Agent may be subject to disciplinary action.

2. Payment Services.

A. Generally. Agent acknowledges that, as between the Licensees and Agent, and subject to the fulfillment of any notice or approval obligations owed to consumers, each Licensee shall have the right, in its sole discretion, from time to time, to establish, change, alter, or amend the terms and conditions, warranties, methods of payment and any other matters relating to the provision of the Payment Services, including discontinuance of the Payment Services at any time upon notice to Agent and/or the relevant consumers, as applicable. Upon receipt of notice of cancellation of the Payment Services, Agent shall immediately (x) cease, and cause each of its retail locations to cease, offering such cancelled service, (y) remove, and cause each of its retail locations to remove, from any physical location, telephone system or internet site of Agent, as applicable, any signage or other promotional material related to such cancelled service. Agent agrees to be solely responsible for the correctness and legitimacy of all Payment Services conducted by it and for all data entered by Agent’s employees, agents or representatives in connection therewith. Agent shall not intentionally or negligently falsify sales records or engage in deceptive, unethical, misleading or fraudulent conduct that is, or could reasonably be expected to be, detrimental to any Licensee or their products or services. All Payment Services conducted by Agent shall be in accordance with the Licensees’ instructions and written procedures as provided to Agent from time-to-time. Without limiting the foregoing, upon reasonable advance written notice to Agent that any Licensee has determined, in its reasonable discretion, that Applicable Law requires a modification to the manner in which Agent provides the Payment Services, Agent shall utilize commercially reasonable efforts to modify its provision of the Payment Services to so comply with Applicable Law. In the event that any Licensee determines, in its sole reasonable discretion, that the modification implemented by Agent with respect to such Applicable Law is insufficient to comply, then such Licensee may immediately terminate this Appointment Agreement upon notice to Agent.

B. Emergency Suspension. Upon fax or other notice to Agent by Licensees, Agent agrees to immediately halt the provision of all Payment Services (“**Emergency Suspension**”). An event giving rise to an Emergency Suspension may include an immediate regulatory change, governmental action, a breach of security, the need to protect or preserve Consumer Funds (defined below), the financial insolvency of any Party, a suspension, stay, or hold on any of Agent’s deposit or bank accounts that contain Consumer Funds, the appointment of a receiver, trustee or fiduciary over any Party, or any other similar reason determined by any Licensee using its commercially reasonable judgment in order to prevent fraud, abuse, or a violation of Applicable Law and immediately upon Agent being subject to a bankruptcy filing until the Bankruptcy Authorization (defined below) is obtained or waived in writing by each Licensee.

C. Loss Recovery. Agent will be liable for all losses and hereby assumes all risk of loss for all Consumer Funds (defined below) received by Agent until such Consumer Funds are received by Licensees including, without limitation: (A) losses incurred as a result of theft or robbery, (B) ACH failures and losses (C) losses caused by the fraud, negligence, or theft by Agent's employees, agents or representatives in connection with the provision of the Payment Services; or (B) losses caused by Agent's acceptance of a form of payment in connection with the provision of the Payment Services which results in (1) insufficient funds or (2) funds obtained in a fraudulent manner being used by a consumer in connection with the Payment Services, including, without limitation, checks drawn against accounts with insufficient funds, invalid credit cards, stolen checks, stolen credit or prepaid cards, or counterfeit currency. Each Licensee will cooperate in a commercially reasonable way with Agent's personnel in an effort to locate and prosecute the perpetrator of such fraud.

### 3. Compliance.

A. Agent shall comply with Applicable Law in its provision of the Payment Services including, without limitation, those provisions set forth in Exhibit A attached hereto and incorporated herein. "Applicable Law" means (i) all applicable rules and regulations of any card association utilized in connection with the Payment Services, (ii) any applicable rule or requirement of the National Automated Clearinghouse Association, (iii) Payment Card Industry Data Security Standards, and (iv) any and all foreign, federal, state and local laws, treaties, rules, regulations, regulatory guidance, determinations of (or agreements with) an arbitrator or governmental agency or authority and mandatory written direction from (or agreements with) any arbitrator or governmental agency or authority, including, without limitation, the Bank Secrecy Act and its implementing regulations including, without limitation, 31 C.F.R. 1022.210, 31 C.F.R. 1022.320, 31 C.F.R. 1022.420, and any successor provisions, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and statutes or regulations of any state relating to the Payment Services, money transmission, unclaimed property, the marketing, issuance, sale, authorization or usage of a prepaid access device (including, but not limited to, Title IV of the Credit Card Accountability Responsibility and Disclosure Act of 2009, Section 920 of the Electronic Fund Transfer Act, as amended, and the Prepaid Access Rule), or otherwise applicable to any of the Parties by law or made applicable to any Party as specifically provided for in this Agreement, as the same may be amended and in effect from time to time.

B. Each Licensee and Agent acknowledge and agree that its activities hereunder, and the activities of any authorized delegates or hereunder, are subject to the supervision, examination, and regulation of various state regulatory authorities having jurisdiction over the Licensees as licensed money transmitters.

C. Agent shall be responsible for collecting and paying all applicable taxes, including but not limited to sales or service taxes, income tax arising from Agent's Commission income, or any other taxes which may be imposed by any state or governmental authority with jurisdiction over Agent. Agent will keep any required records of such tax obligations and promptly transmit payments to the applicable taxing authority on a timely basis.

D. Agent shall cooperate in a background verification and credit check process pursuant to the Licensees' requirements and various state and federal regulations, including, without limitation, the Bank Secrecy Act, as amended. Agent shall provide Licensees with the required Credit Verification Application ("CVA") completed by every person who holds a ten percent (10%) or greater ownership interest in Agent. Agent must provide an updated CVA as necessary from time to time to ensure that all information contained in the CVA remains current and accurate at all times. Agent acknowledges and agrees that all information contained in the CVA provided by Agent may be verified on at least an annual basis. The appointment of Agent outlined herein is subject to the results of the verification process and may be revoked by Licensees at any time for any reason or no reason.

E. Agent shall not charge any fee to consumers for Payment Services except as expressly authorized by Licensees. Agent understands and agrees that charging any amount to consumers other than as expressly authorized by Licensees shall constitute a material breach of this Appointment Agreement and may result in immediate termination.

F. Agent agrees to designate a qualified employee as the BSA/AML Compliance Officer for Agent. Agent understands and agrees such designee must complete and pass Licensees' BSA/AML Agent Training Program prior to offering the Payment Services, and annually thereafter. Additionally, on an as needed basis, but in no case more than one time per year, Licensees may conduct a compliance assessment which assessment may include, without limitation, a review of Agent's state and federal compliance policies, procedures, internal controls, and transaction testing, conducting interviews with Agent's personnel, and evaluating Agent's BSA/AML compliance program, state licenses, employee compliance training, most recent AML/OFAC independent review, description of products and services including volume in dollars and transactions, number of CTRs and SARs filed and analyzed by report subject (agents and consumers), transaction review processes and report review, OFAC system demonstration, and forward looking business plans.

G. Licensees shall comply with Applicable Law in its provision of the Payment Services and will maintain any and all applicable licenses and registrations necessary to carry out the Payment Services pursuant to the terms of this Agreement.

H. Licensees shall provide to Agent, and Agent shall display at all times in a site clearly visible to the public, all regulatory postings which may include fee schedules, consumer information signs or licenses as required by the states in which Agent operates. Other signs, posters, window decals and other promotional materials ("**Signage**") may be posted at Agent discretion.

### 4. Warranties, Limitations of Liability.

A. NO PARTY, NOR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY TO THIS APPOINTMENT AGREEMENT OR ITS SUBSIDIARIES, PARENTS OR AFFILIATES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR

EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WRONGFUL DEATH OR INJURY OF ANY PERSON. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS CONTAINED IN THIS SECTION 4(A) SHALL NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO INDEMNIFICATION BY AGENT PURSUANT TO SECTION 5(B), BELOW.

B. NO PARTY, NOR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

C. Each Party shall have the duty to mitigate damages for which any other Party may become responsible.

5. Indemnification.

A. Each Licensee covenants and agrees to indemnify and hold Agent, its parent or affiliates, and their respective officers, directors, employees, agents and permitted assigns harmless against any and all liability, damages, costs, expenses, including reasonable legal fees and expenses, for any third-party claim or demand, including, without limitation, any fees or penalties assessed by any regulatory authority (“**Claim**”) arising out of or related to: (1) such Licensee’s breach of a representation or warranty under this Appointment Agreement; or (2) any gross negligence, fraud or willful misconduct by such Licensee. This provision shall not apply with respect to Agent to the extent Agent is obligated to provide indemnity under sub paragraph (B) below.

B. Agent covenants and agrees to indemnify and hold each Licensee, its respective parent or affiliates, and respective officers, directors, employees, agents and permitted assigns harmless against any and all Claims arising out of or related to: (1) Agent’s breach of a representation, warranty or obligation under this Agreement; (2) any negligence, fraud or willful misconduct by Agent or any of its employees, agents or representatives, including, without limitation, fraudulently or incorrectly entering or omitting data regarding the Payment Services or failing to collect or deposit the appropriate amount of funds to be remitted as part of any Payment Services conducted by Agent. This provision shall not apply with respect to any Licensee to the extent such Licensee is obligated to provide indemnity under sub paragraph (A) above.

C. If any Claim is asserted against any Party or Parties (individually or collectively, the “**Indemnified Party**”) by any person who is not a Party to this Agreement in respect of which the Indemnified Party may be entitled to indemnification under the provisions of subsections (A) or (B) above, written notice of such Claim shall promptly be given to any Party or Parties (individually or collectively, the “**Indemnifying Party**”) from whom indemnification may be sought. The Indemnifying Party shall have the right, by notifying the Indemnified Party within ten (10) business days of its receipt of the notice of the Claim, to assume the entire control (subject to the right of the Indemnified Party to participate at the Indemnified Party’s expense and with counsel of the Indemnified Party’s choice) of the defense, compromise or settlement of the matter, including, at the Indemnifying Party’s expense, employment of counsel of the Indemnifying Party’s choice. The Indemnifying Party shall not compromise or settle a Claim against the Indemnified Party without the Indemnified Party’s consent, which shall not be unreasonably withheld or delayed, where such compromise or settlement involves the payment of money or an admission of liability by the Indemnified Party.

6. Consumer Funds; Obligations During Bankruptcy. Agent shall hold in trust and remit all money and monetary value received in connection with the provision of the Payment Services in accordance with the terms of this Appointment Agreement, including Schedule B, and Applicable Law. The consumer funds received by Agent and any authorized delegates hereunder, in connection with the provision of the Payment Services (“**Consumer Funds**”) shall be and remain the sole property of the applicable consumers and/or their designated beneficiary during and after the time the Consumer Funds are presented to Agent by the consumer and will not be deemed the property or an asset of Agent, nor will such Consumer Funds be included on any balance sheet or asset statement of Agent. Furthermore, Agent represents and warrants that the Consumer Funds are not be subject to, and covenants that during the term of this Appointment Agreement will not be subject to, creditors (whether secured or unsecured) of Agent or its affiliates, whether in connection with any bankruptcy or secured creditor proceeding filed by or against Agent, its affiliates or otherwise. Agent shall take all action necessary or appropriate: (A) to ensure that the Consumer Funds do not become subject to any pledge, assignment, transfer or security interest made or granted, voluntarily or involuntarily, by Agent to any third party; and (B) to accomplish the immediate release to the Licensees of all Consumer Funds, current or future, and remove such Consumer Funds from inclusion in any bankruptcy proceeding involving Agent or proceeding brought against Agent by any creditor of Agent. Agent agrees that (X) in any cash management or other related motion filed in its bankruptcy proceeding, that Agent will include a request to obtain bankruptcy court authorization to continue the remittance of Consumer Funds to the Licensees in the manner provided under this Appointment Agreement and Schedule B, and (Y) Agent will obtain entry of an order approving such arrangements on an interim and/or final basis in form and substance acceptable to each Licensee (“**Bankruptcy Authorization**”). Notwithstanding anything to the contrary contained herein, Agent agrees that it shall be liable to the Licensees for all Consumer Funds associated with the Payment Services provided by Agent pursuant to this Appointment Agreement. Moreover, in the event that Agent is not a corporation, every person who holds a ten percent (10%) or greater ownership interest in Agent shall be personally liable to Licensees for all Consumer Funds associated with the Payment Services provided by Agent pursuant to this Appointment Agreement. Agent hereby authorizes each Licensee to initiate electronic funds transfers of Consumer Funds from the account in which such funds are maintained by Agent into an account designated by such Licensee at such frequency as the Licensees may determine appropriate, or as may otherwise be required by Applicable Law.

7. ACH Authorization. I (we) hereby authorize Licensees to initiate entries to my (our) bank accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Licensees are notified by me (us) in writing to cancel it in such time as to afford Licensees and the financial institution a reasonable opportunity to act on it.

\_\_\_\_\_  
 (Name of Financial Institution)

\_\_\_\_\_  
 (Address of Financial Institution - Branch, City, State, & Zip)

Financial Institution Routing Number: \_\_\_\_\_  
 Bank Account Number: \_\_\_\_\_

Agent shall provide Licensees with a check marked "VOID" or a letter provided by the depository institution where the bank account is maintained, which includes the account title, bank routing number and account number.

8. Compliance Audits. Agent acknowledges and agrees that its activities hereunder are subject to the supervision, examination, and regulation of various state regulatory authorities having jurisdiction over Licensees, and each Licensee may periodically, and upon ten (10) business days prior written notice, conduct audits of Agent during Agent's normal business hours, including a review of its facilities, as well as examination, audit, inspection, copying of all data, records, files and books and records related to this Appointment Agreement or the Payment Services, to confirm Agent's compliance with Applicable Law and this Appointment Agreement. Agent shall use commercially reasonable efforts to deliver any document or instrument necessary for Licensees to obtain such information from any person maintaining records for Agent.

9. Confidentiality. Other than communications that may be required between Agent and the applicable CheckFreePay ISO (Independent Sales Organization) solely in connection with such ISO's obligations with respect to the Payment Services hereunder, Agent shall not disclose or make available to any third party, without the prior written consent of Licensees, any terms of this Agreement including commissions and other fees paid to Agent, consumer information, consumer account numbers, consumer bill entries, data, software or any part of such software, specifications, drawings, models, technical and business data and plans, documents, other works of authorship and other creative works, ideas, computer programming including but not limited to object code and source code, trade secrets, knowledge and know-how, whether in written or oral form ("**Confidential Information**"). Agent and its respective affiliates shall only use, maintain and disclose data (i) in accordance with Applicable Law and, (ii) only for purposes of performing its obligations related to the Payment Services or (iii) as maybe related to transactions that also affect other services provided by Agent. Agent shall not in any way remove, duplicate, extract or copy the data (or any portion thereof) once captured by the terminal. In addition, Agent shall not retain, in any form, Confidential Information obtained from the consumer for the purposes of providing Payment Services once captured by the terminal unless and only for the limited time designated by Licensees pursuant to any applicable schedules and exhibits hereto or as required by Applicable Law. Agent must take reasonable measures to ensure the secure disposal of Confidential Information so that the information cannot be read or reconstructed. Each party shall treat all such Confidential Information as confidential and store in a secure manner. Agent will not disclose the Confidential Information to any third party other than to an agent, contractor or employee of a party as required to perform a party's obligations hereunder (and except as may be required by Applicable Law, and then, only after prior written notice to the other party) and will not make use of any of such Confidential Information other than as contemplated in this Agreement in connection with the Payment Services. This provision shall survive for a period of three (3) years after termination or expiration of this Agreement; provided, however, that any Confidential Information that comprises "Trade Secrets" under applicable law shall be afforded such confidential treatment for so long as such Confidential Information continues to meet such definition of a Trade Secret (but in no event less than three (3) years), and any data shall be afforded such confidential treatment in perpetuity. Agent agrees that all documents containing any Confidential Information shall be shredded, or otherwise destroyed, and disposed of in compliance with Applicable Law in a manner consistent with retaining the confidentiality of the information in accordance with the terms herein.

10. Trademark and Service Mark Use. Agent shall use Licensees' name, logo, trademark and/or service mark, or that of any third party, ("Marks") only in the forms and format expressly approved by Licensees in writing, and Agent shall not alter, manipulate, or otherwise use said Marks in any display, in store, web site, and/or yellow page advertising except as otherwise expressly authorized by Licensees.

11. Insurance. Agent shall, at their own cost and expense, obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A- (VII) or better, insurance to cover their obligations under this Appointment Agreement to protect itself and Licensees on a direct primary and non-contributory basis for loss or damage in connection with Agent's performance of the Payment Services. Agent shall maintain property insurance in an amount sufficient to cover the full replacement cost of any terminal(s), owned by Licensees, including improvements and betterments made to Agents premises to accommodate the terminals. Agent shall maintain sufficient commercial crime coverage including fidelity coverage and loss in and loss out in amounts sufficient to cover all Consumer Funds handled by Agent hereunder. Such coverage shall provide for the handling of funds belonging to third parties and coverage shall not be restricted by the definition of employee in relationship to any person handling funds under this Appointment Agreement including sole proprietors, partners, stockholders and any other person performing duties in connection with this Appointment Agreement. All such policies (except Worker's Compensation) shall name Licensees as an additional insured and as loss payee. Agent shall immediately notify Licensees if it receives notice of cancellation or non-renewal of any insurance required to be maintained hereunder. Upon execution of this Appointment Agreement, Agent shall provide Licensees with a certificate or certificates of insurance evidencing the following coverages and amounts with such insurers. Licensees shall have the right, but not the duty, to arrange any insurance required hereunder and to deduct any cost from fees otherwise owed Agent under this Agreement if Agent fails to furnish evidence of insurance.

12. Term and Termination. The term of this Appointment Agreement ("**Term**") shall commence upon the Effective Date and continue in full force and effect through and including October 16, 2015 ("**Initial Term**"), unless terminated sooner pursuant to the exercise of a Party's termination rights hereunder. This Appointment Agreement shall automatically renew and extend on the anniversary of the Initial Term expiration date for successive one (1) year terms thereafter (each a "**Renewal Term**") until the earlier of: (i) Licensee's notice to Agent in the event of Agent's Emergency Suspension lasting more than ten (10) business days or Agent's breach of this Appointment Agreement; (ii) the exercise of any other termination right hereunder by any Licensee; (iii) the exercise of either Licensee's or Agent's termination right hereunder upon expiration of the Initial Term or any subsequent Renewal Term upon not less than thirty (30) days' prior written notice to the other Party; or (iv) upon any

Licensee providing Agent thirty (30) day's prior written notice of termination for any reason. Upon Agent's receipt of any notice of termination, Agent shall conspicuously post a sign informing consumers of the termination of the Payment Services and providing them with Licensees' toll-free consumer service phone number. Upon termination of the Payment Services, Agent shall immediately (a) cease, and cause each of its retail locations to cease, offering such cancelled service, (b) remove, and cause each of its retail locations to remove, from any physical location, telephone system or internet site of Agent, as applicable, any signage or other promotional material related to such cancelled service.

13. Successors in Interest. In the event any Licensee is acquired by or merged into an affiliated entity, such affiliated entity shall assume the obligations of such Licensee hereunder and shall have the authority to maintain Agent's agency appointment according to the terms and conditions hereunder. The term "Licensee" as used hereunder shall apply to such affiliated entity in the same capacities and to the same extent as applied to any Licensee so acquired by such affiliated entity.

14. Relationship of the Parties. Each Party agrees that, except as otherwise provided herein, they are independent contractors to each other in performing their respective obligations hereunder. Nothing in this Appointment Agreement or in the working relationship being established and developed hereunder shall be deemed or is intended to be deemed, nor shall it cause, any of the Parties to be treated as partners, joint ventures, or otherwise as joint associates for profit. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior written consent of the other Parties.

15. Amendments. Agent acknowledges and agrees that any Licensee may, from time to time, amend this Appointment Agreement, including, without limitation, Exhibit B and Attachment B-1 attached hereto, as such Licensee shall deem necessary in its reasonable discretion to comply with Applicable Law, at which time such Licensee shall communicate to Agent the content of any such amendment. No later than five (5) business days following Agent's receipt of any such notification from any Licensee, Agent shall acknowledge its receipt of such notice and provide such Licensee with evidence of its consent to such amendment in the manner specified in the notice, following which this Appointment Agreement shall be amended in the manner specified in such amendment. Agent expressly acknowledges and agrees that failure by Agent to acknowledge receipt of such notice and provide evidence of its consent thereto shall be deemed consent by Agent with the same force and effect as if Agent had provided same in writing.

16. Notices. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by air courier, facsimile transmission, email, terminal notices, or by certified or registered mail, postage prepaid, to the address for either Party as set forth on this Agreement or the Agent's credit application associated with this Agreement, or to such other address as the addressee may have specified in notice duly given to the sender as provided herein.

17. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Appointment Agreement without the prior written consent of each of the other Parties; provided, however, that any Licensee may assign its rights and obligations under this Appointment Agreement to any third party who: (a) is licensed as a money transmitter in each of the jurisdictions in which any Licensee is required to be licensed hereunder, (b) is registered as a money services business with the U.S. Department of Treasury's Financial Crimes Enforcement Network, if applicable, and (c) otherwise acknowledges receipt of such assignment and agrees to assume the rights and obligations herein.

18. Governing Law. This Appointment Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of law principles thereof.

19. Severability; Waiver. If any provision of this Appointment Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Appointment Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Appointment Agreement. The failure by any Party to insist upon strict performance of any of the provisions contained in this Appointment Agreement shall in no way constitute a waiver of its rights as set forth in this Appointment Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by any other Party in the performance of or compliance with any of the terms and conditions set forth in this Appointment Agreement.

20. Survival. All provisions of this Appointment Agreement which by their nature extend beyond the expiration or termination of this Appointment Agreement, including, without limitation, Sections 4, 5, 12 and 13, shall survive the termination or expiration of this Appointment Agreement.

21. Entire Agreement. This Appointment Agreement and all schedules, exhibits, and attachments hereto shall state the entire agreement reached between the Parties with respect to the subject matter hereof and may not be amended or modified except by written instrument duly executed by the Parties hereto in accordance with Section 15 above. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. This Agreement shall bind and inure to the benefit of the Parties, their respective heirs, successors, representatives and proper assigns.

22. Counterparts. This Appointment Agreement may be executed and then delivered via facsimile transmission, via the sending of PDF or other copies thereof via email and in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same Appointment Agreement.

IN WITNESS HEREOF, the Parties have executed this Appointment Agreement as of the Effective Date.

**CHECKFREEPAY CORPORATION for itself and its subsidiaries  
CHECKFREEPAY CORPORATION OF NEW YORK and  
CHECKFREEPAY CORPORATION OF CALIFORNIA**

**BY AGENT:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Paul D. Harrison

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

Title: SVP & General Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agent hereby designates the below employee as the BSA/AML Compliance Officer for Agent. Agent represents and warrants that the designated employee is qualified to hold the position by virtue of his/her knowledge of the Bank Secrecy Act and the regulations promulgated thereunder, including, without limitation, 31 C.F.R. 1022.210, 31 C.F.R. 1022.320, 31 C.F.R. 1022.420 and/or his/her experience with money services businesses operations and transactions. Agent understands and agrees such designee must complete and pass CheckFreePay’s BSA/AML Agent Training Program prior to acceptance of CheckFreePay transactions hereunder, and again each year that Agent remains a CheckFreePay Agent thereafter. Upon any change to the designee or their contact information outlined below, Agent shall promptly contact CheckFreePay’s Compliance Hotline at (800) 308-7668 ext. 4652 and provide the updated contact information for forwarding to the BSA/AML Compliance Manager.

Designation of BSA/AML Compliance Officer for Agent:

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

Official Position with Agent: \_\_\_\_\_

Email Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

**Exhibit B**  
**Terms and Conditions for CheckFreePay Link (API) – Bill Payment Services**

**I. Definitions.**

1. “ACH Transfer” means an automated clearinghouse transfer of funds from one bank account to another, made in accordance with Applicable Law.
2. “Agent Commission” has the meaning ascribed in Section 7.1 hereof.
3. “Agent Disclosures” means all forms, notices, signage, postings, receipts or other communications required by Applicable Law, or by CheckFreePay as deemed necessary for proper utilization of the Bill Payment Services.
4. “Agent Location” means as approved by CheckFreePay, those retail outlets or other locations owned or operated by Agent or by an entity under contract with Agent, located in the contiguous United States (specifically excluding Puerto Rico, Guam and other U.S. territories) in which Agent offers the Bill Payment Services from time to time, and that has POS Terminals capable of processing Transactions in connection with the Bill Payment Services.
5. “Authorized Biller” means a Biller with whom CheckFreePay has a written agreement and for whom CheckFreePay is authorized to accept Transactions on their behalf.
6. “Authorized Services” means the Bill Payment Services offered at Agent Locations, which effects the transmission of Data and Consumer Funds from a Payor to an Authorized Biller.
7. “Banking Business Day” means each day that is not (a) a Federal Reserve holiday, or (b) a day on which banks in the United States are legally closed.
8. “Bill Payment Services” means the transmission of Data and Consumer Funds within the United States from a Payor, in order to effectuate payment to a Biller including, Authorized Services (where available), Next Day Services and Standard Services in connection with Agent’s offering of Bill Payment Services at Agent Locations.
9. “Billers” means those entities for whom CheckFreePay performs fund transfer services, including, but not limited to Authorized Billers and which entity holds an account to be paid by a Payor as designated as a Payee by a Payor in connection with Bill Payment Services.
10. “CheckFreePay Back End” means CheckFreePay’s proprietary host systems, which accept Transactions from Agent’s in connection with Bill Payment Services and which processes such Transactions and transmits them to Billers.
11. “CheckFreePay Intellectual Property” has the meaning ascribed in Section 9.1.
12. “CheckFreePay Link” means CheckFreePay’s proprietary application programming interface (API) which connects a POS Terminal to the CheckFreePay Back End in order to effect payment by Payors to a Biller in connection with Bill Payment Services.
13. “CheckFreePay Link Integration Guide” means CheckFreePay’s proprietary specifications and requirements as provided by CheckFreePay to Agent for Agent’s use solely in connection with the programming of its POS Terminals, in order to integrate with CheckFreePay Link.
14. “CheckFreePay Operation Guide” means the guidelines for the daily operation of the Bill Payment Services (whether offered through CheckFreePay Equipment or CheckFreePay Link) and related compliance information.
15. “CheckFreePay Transaction Fee(s)” means compensation to CheckFreePay in connection with a Transaction, as outlined herein.
16. “Close Out” means the transfer (performed at least once daily) by Agent of all Data obtained during performance of the Bill Payment Services.
17. “Commission” means those amounts due to Agent as result of the services it performs as CheckFreePay’s agent in connection with the sale of Bill Payment Services.
18. “Data” means the identification of the Biller, the dollar amount of the Transaction, the Payor’s account number with the Biller, the Payor’s name, telephone number and other non-public personal information as applicable, the type of tender, the type of bill payment transaction (whether a Next Day Services or Standard Services transaction), any information required by Applicable

Law to be collected from the Payor by CheckFreePay, and any information mutually agreed upon in writing by Agent and CheckFreePay, solely in the performance of the Bill Payment Services.

19. "Fees" means amounts for Payor Fees and Transaction Fees.
20. "Funds" means Consumer Funds plus any associated CheckFreePay Transaction Fees collected by Agent per this Agreement in connection with the Bill Payment Services.
21. "Next Day Services" means those Bill Payment Services in which payments owing to third parties are to be processed and delivered to a Biller on the Banking Business Day following the day on which Funds are received from a Payor.
22. "Payor" means an individual or a business who obtains Bill Payment Services at an Agent Location.
23. "Payor Fee(s)" means the fee(s) charged by Agent to a Payor in accordance with Applicable Law as set forth in Section 7.1.
24. "Payor Information" means the Data collected from or about a Payor in connection with a Transaction.
25. "POS Terminal" means any equipment used by Agent to perform the Bill Payment Services, including but not limited to: a kiosk, terminal or computer, monitor, keyboard, printer, scanners, cords and cables, and as agreed to by CheckFreePay.
26. "Standard Services" Bill Payment Services in which payments owing to third parties are to be processed and delivered to a Biller within three (3) Banking Business Days following the day on which funds are received from a Payor.
27. "Tender" means the method of payment tendered by a Payor in connection with a Transaction, including cash and any other legal tender agreed to in writing by CheckFreePay and Agent.
28. "Transactions" means a request, or multiple requests, by Payors for Bill Payment Services conducted and processed through a POS Terminal.
29. "Transaction Fees" means those fees charged by CheckFreePay to Agent in accordance with pricing as outlined herein.

## II. Bill Payment Services

- 2.1 CheckFreePay grants to Agent, and Agent accepts, a revocable, non-exclusive, non-transferable limited license to use the CheckFreePay Link and CheckFreePay Link Integration Guide solely for Agent's use in programming its POS Terminals to interface with CheckFreePay Link in Agent Locations. The CheckFreePay Link Integration Guide constitutes confidential information belonging to CheckFreePay shall be used by Agent only in connection with the Bill Payment Services. Agent understands and agrees that it does not have the authority or right to grant any licenses or sub-licenses to the CheckFreePay Link Integration Guide or CheckFreePay Link.
- 2.2 CheckFreePay may make any modifications, changes, adjustments or enhancements to the Bill Payment Services ("CheckFreePay Modifications"), including changes to the CheckFreePay Link Integration Guide; *provided, however*, that if any of the CheckFreePay Modifications have a materially adverse effect upon Agent, that cannot be mutually resolved between the Parties, Agent may terminate this Agreement according to the provisions herein. Agent will endeavor in good faith to make such CheckFreePay Modifications. Notwithstanding this Section 2.2 or Section 2.3 below, if any CheckFreePay Modifications shall be required by Applicable Law, CheckFreePay shall notify Agent in writing of the actions which Agent would be required to take in order to comply. Agent shall comply with the actions required by Applicable Law; *provided, however*, that if such CheckFreePay Modifications required by Applicable Law have a materially adverse effect upon Agent, that cannot be mutually resolved between the Parties, Agent may terminate this Agreement according to the provisions herein. Agent acknowledges that CheckFreePay may release updates, modifications, enhancements or maintenance releases (collectively "Updates") to CheckFreePay Link when such Updates are developed by CheckFreePay and made generally available to other commercial clients at no additional cost.
- 2.3 Agent will have access to those Billers that are available under the version of the API which Agent operates under. CheckFreePay may add or remove Billers from time to time, in its sole discretion.
- 2.4 CheckFreePay shall provide to Agent all Agent Disclosures required by Applicable Law and shall instruct Agent as to how to disclose and/or display such Agent Disclosures. Agent shall display or provide to Payors, as applicable, all such Agent Disclosures as instructed by CheckFreePay. Agent shall provide every Payor a receipt, in form and substance compliant with Applicable Law, related to any Transactions made in connection with the Bill Payment Services.
- 2.5 Agent shall provide customer service for the Bill Payment Services by reasonably assisting Payors and CheckFreePay with the following issues: (i) any problem or questions related to the POS Terminal, (ii) hardware, software, technical support and the usage of the Bill Payment Services software application, (iii) determination of how to correct Payment issues either (a) through the POS



Terminals, (b) informing the Payor to contact the Biller, or (c) contacting the CheckFreePay helpdesk for assistance, and (iii) any additional customer service obligations mutually agreed to by CheckFreePay and Agent.

- 2.6 CheckFreePay shall provide reasonable second tier customer service as related to Payment issues associated with the Bill Payment Services. This shall include working with Agent and the Billers, as applicable, to resolve misapplied Payments, make adjustments and reconcile Transactions, as needed. Agent understands and agrees that in order to perform second tier customer service, CheckFreePay may require information including but not limited to, customer name, account number and account holder information as required by the Biller.
- 2.7 As of the Effective Date, CheckFreePay's hours of operation are as follows: Monday through Friday, 8:00 a.m. to 10:00 p.m. Eastern Time and Saturday and Sunday, 8:00 a.m. to 5:00 p.m. Eastern Time, except for New Years' Day, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. Emergency after hours contact information is set forth in the CheckFreePay Operation Guide. CheckFreePay shall notify Agent of any changes in CheckFreePay's hours of operations.
- 2.8 CheckFreePay shall ensure that all Payments for Standard Services are processed by CheckFreePay and delivered to Billers within three (3) Banking Business Days following receipt by CheckFreePay of the Payments (the "**Standard Processing Period**"); *provided, however,* that the Standard Processing Period for any Payments received by CheckFreePay after 7:00 p.m. Eastern Time shall begin on the next Banking Business Day. CheckFreePay shall ensure that all Payments for Next Day Services are processed by CheckFreePay and delivered to Billers on the next Banking Business Day following receipt by CheckFreePay of the Payments (the "**Next-Day Processing Period**"); *provided, however,* that the Next Day Processing Period for any Payments received by CheckFreePay after 7:00 p.m. Eastern Time shall begin on the next Banking Business Day.
- 2.9 Agent shall work with CheckFreePay to review activity on any and all Transactions, as needed. Adjustments shall be handled in accordance with the CheckFreePay Operation Guide. Upon a reasonable request by a Payor, Agent shall refund bona fide Payments to the Payor; *provided, however,* that, CheckFreePay shall only reimburse Agent if and when CheckFreePay is reimbursed from the Biller. CheckFreePay agrees that it shall use commercially reasonable efforts to pursue such reimbursement from the Biller. As between Agent and CheckFreePay, Agent will be responsible to a Payor for all costs (including but not limited to late fees) incurred by such Payor as a result of a misapplication of a Payment caused by Agent. As between Agent and CheckFreePay, CheckFreePay will be responsible to a Payor for all costs (including but not limited to late fees) incurred by such Payor, as a result of a misapplication of a Payment caused by CheckFreePay.
- 2.10 Agent shall maintain records of all Transactions and any related documentation, in accordance with the CheckFreePay Operation Guide. Agent may be required to provide bill stubs to CheckFreePay to facilitate adjustment processing.

### III. Programming and Connectivity of POS Terminals to CheckFreePay Link

Using the CheckFreePay Link Integration Guide, Agent's information technology staff, at its sole cost and expense, will (i) program the POS Terminals in accordance with the CheckFreePay Link Integration Guide; and (ii) work with CheckFreePay's information technology staff to develop the necessary connectivity between Agent's POS Terminals and CheckFreePay Link. Prior to offering Payors Bill Payment Services, Agent must pass the CheckFreePay Link certification test requirements and receive certification signoff from CheckFreePay. Each Party shall bear its own costs associated with such certification. Agent agrees to provide CheckFreePay all relevant specifications, designs, and architecture documents associated with the front-end application that integrates with CheckFreePay Link, all of which is Agent's proprietary Confidential Information. CheckFreePay shall have the right to review such documents during the implementation and certification phases of development.

### IV. Authorized Billers.

From time to time, CheckFreePay will make available to Agent a list of Authorized Billers offered through CheckFreePay Link. The Parties may from time-to-time mutually agree to add Authorized Billers as Billers under this Agreement; *provided, however,* that Authorized Billers shall only be added to the extent that each such Biller has agreed to have Agent included in their agent network (CheckFreePay shall use commercially reasonable efforts to obtain such Biller authorization in writing). CheckFreePay shall determine the Payor fee schedule for any Authorized Billers, subject to requirements of Applicable Law and the related agreement between CheckFreePay and such Authorized Biller. Commissions for Consumer Fee Authorized Biller transactions will be split 50/50 between Agent and CheckFreePay. Notwithstanding the aforesaid, Agent acknowledges that CheckFreePay has some unique relationships with Authorized Billers that may require splits that are different than 50/50. For these Billers, CheckFreePay will present said Billers and unique Commission splits to Agent; if Agent wishes to process payments under these terms, Agent will approve the Biller and related Commission split in writing, which may be via email. Commissions for Biller paid (free to consumer) Authorized Biller transactions will be set based on CheckFreePay's contractual terms with each Biller and mutually agreed upon in writing by both Parties, which may be via email.

### V. Agent Commissions; Funds Settlement; Invoices

- 5.1 Agent may charge each Payor a fee for each Transaction (a "**Payor Fee**"). For each Transaction, Agent may retain the difference between the Payor Fee and the Transaction Fee for such Transaction ("**Agent Commission**"), calculated based on pricing outlined

herein; provided, however, Agent shall not charge a Payor Fee in excess of any amount permitted by Applicable Law and/or as may be permitted by an Authorized Biller.

- 5.2 Agent shall transmit Data to CheckFreePay as outlined in the CheckFreePay Link Integration Guide. In connection with the Bill Payment Services, on a daily basis, at a time mutually agreed upon (the "**Cut-off Time**"), Agent will balance the Transactions and Funds. CheckFreePay Link will systematically transmit a complete record of all Transactions received by the CheckFreePay Back End during the previous twenty-four (24) hour period prior to such Cut-off Time (a "**Link Transaction File**") in order to execute the required auditing, reporting and cash management processes. If CheckFreePay fails to deliver a Link Transaction File, or if it anticipates that a Link Transaction File will be delivered later than the Cut-off Time, CheckFreePay shall send an e-mail to a specified distribution list designated by Agent and shall call Agent's Help Desk at phone number to be provided by Agent. If Agent has not received a Link Transaction File by the Cut-off Time, Agent shall send an e-mail to a specified distribution list at CheckFreePay and shall call CheckFreePay's IT center at 1-888-590-3777.
- 5.3 For purposes of processing Transactions, Agent shall obtain Data as specified by CheckFreePay and shall submit all Data in accordance with the CheckFreePay Operation Guide. Agent shall immediately notify CheckFreePay in writing of any material failure or anticipated failure to meet its obligations to transmit Data to CheckFreePay hereunder.
- 5.4 If Agent materially fails to meet its Data delivery obligations for any reason other than (a) a failure by CheckFreePay to deliver a complete Link Transaction File as outlined in Section 7.2 or (b) any material breach of this Agreement by CheckFreePay, CheckFreePay shall have the right to suspend the Bill Payment Services upon two business days prior written notice to Agent. If such failure is not cured within two business days, CheckFreePay may suspend or terminate the Bill Payment Services upon notice to Agent.
- 5.5 Agent shall, initiate via ACH Transfer (or pursuant to such other method as may be designated by CheckFreePay from time to time) to CheckFreePay's designated bank account, transfer all Funds collected prior to the Cut-off Time, as reflected in the reconciliation between the applicable Agent POS Terminal Transaction log and the Link Transaction File, by 5:00 p.m. Eastern Time on the next Banking Business Day if that day is a Banking Business Day, and if not a Banking Business Day, by 5:00 p.m. Eastern Time on the next occurring Banking Business Day. Mismatched Transactions will be reconciled by the parties according to a mutually acceptable process.
- 5.6 Agent shall immediately notify CheckFreePay in writing of any material failure or anticipated failure to meet its obligations to deliver Funds to CheckFreePay hereunder.
- 5.7 If Agent fails to meet its Funds delivery obligations for any reason other than (a) a failure by CheckFreePay to deliver a complete Link Transaction File as contemplated by Section 7.2 or (b) any breach of this Agreement by CheckFreePay, CheckFreePay shall immediately notify Agent of the failure to deliver Funds and Agent shall wire by the end of that day. If Funds have not been received then CheckFreePay shall have the right to immediately suspend the Bill Payment Services by providing written notice to Agent. If such failure is not cured within two Banking Business Days, CheckFreePay may continue such suspension or terminate this Agreement.

## VI. Communications Lines and Equipment.

- 6.1 Agent shall be responsible for the provision, installation and ongoing maintenance of appropriate and secure communications equipment and connections to CheckFreePay's data centers (collectively, the "**Communication Lines**"). Agent reserves the right to change the Communication Lines to be used for the Bill Payment Services in the future so long as the Communication Lines work properly with CheckFreePay Link. Agent shall be responsible for the reliability or continued availability of the Communication Lines and related equipment used by Agent in accessing the Bill Payment Services.
- 6.2 Each Party shall provide commercially reasonable security measures to prevent unauthorized access to the other Party's computerized files and records. The Parties reserve the right to issue and change their respective procedures from time-to-time to improve or protect file security.
- 6.3 Each Party shall implement comprehensive written information security programs that include administrative, technical, and physical safeguards which are designed to: (a) ensure the security and confidentiality of Data; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Payor; and (d) ensure that disposal of Data is handled in such a way that the information is rendered unreadable. Upon a party's discovery of any unauthorized access to or use of Data, the Party shall: (i) take immediate corrective action to stop the unauthorized access or use, (ii) immediately notify the other Party of the unauthorized access or use and its cause, (iii) promptly investigate to determine the cause of the incident, (iv) take further corrective action to prevent recurrence of a similar incident, and (v) notify the other Party of the results of the investigation and the corrective action.
- 6.4 Agent and CheckFreePay each shall be responsible for maintaining security for its own systems and any systems used by any agent in connection with the Bill Payment Services contemplated in this Agreement and for connectivity between its systems and the other Party's systems, and shall ensure that its systems and those of its agents are free from viruses and other defects. Neither Party will be

responsible for any impact to the Bill Payment Services caused by the other Party's internal systems and CheckFreePay shall not be responsible for any impact to the Services caused by the Communication Lines.

**VII. Transaction Pricing:**

Pricing for transactions via the Bill Payment Services hereunder shall be set forth in Attachment B-1 – CheckFreePay Commission Schedule, attached hereto.

Agent hereby represents and warrants that it has the authority to enter into this Agreement, and by executing and delivering this Agreement, it will not be in violation of any other agreement, arrangement or understanding that it may be a party to. The Parties represent and warrant that the person signing this Agreement (majority owner or Board of Director designee) is authorized to execute this Agreement and bind the Parties.

**By CheckFreePay Corporation: for itself and  
Its subsidiaries  
CheckFreePay Corporation of New York  
CheckFreePay Corporation of California**

**By Agent:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: Paul D. Harrison

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

Title: SVP & General Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT B-1

CHECKFREEPAY COMMISSION SCHEDULE

MASTER TERM ID \_\_\_\_\_  
(REQUIRED FOR EXISTING AGENTS)

**Internal use only--Check all that apply:**

\_\_\_\_\_ Add new Biller(s)

\_\_\_\_\_ Add additional terminal(s)      Quantity to add: \_\_\_\_\_

\_\_\_\_\_ Add additional Agent Location(s) - **attach Exhibit A**

\_\_\_\_\_ Change Commission Rate

Term ID's of locations affected by change:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Authorized Billers: NOT APPLICABLE**

Billers for which Agent may charge a Fee for processing Transactions (not allowed by some states or Billers):

Billers	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay

**Authorized Taxable Billers - Agent must set up taxes. Yes \_\_\_\_\_ No \_\_\_\_\_ NOT APPLICABLE**

Billers	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay

Billers for which Agent will earn a Commission for processing Transactions:

**NOT APPLICABLE**

Billers	Commission
	\$
	\$
	\$

Billers for which Agent may charge a Fee for processing Transactions in addition to earned Commissions paid by Biller (not allowed by most states or Billers):

**NOT APPLICABLE**

Billers	Maximum Fee
	\$
	\$

**Non-Contracted Billers:**

	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay
Standard Billers	\$ 1.50	\$0.75	\$0.75
Next Day Master Card & Visa	\$ 3.50	\$1.75	\$1.75
Next Day Billers	\$ 2.25	\$1.13	\$1.12

\* All prices are per 1 bill payment stub

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

Majority Owner Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_