

United Bank Card

140 West Main Street • High Bridge • NJ 08829

Tel: 888 301-8354 • Fax: 800 729-6711

GIFT / LOYALTY CARD PROGRAM

Powered by Valutec Card Solutions

1 CUSTOMER INFORMATION

DBA Name _____

Company Name _____ Number of locations _____

Address _____

City _____ State _____ Zip Code _____

Company Phone _____ Fax _____

Contact Name _____ Phone#/extension _____

Contact Email _____

Bank Account DDA Number _____ Routing Number _____

URL (Website) _____

2 ACCOUNT DATA

Sales Rep Name _____ ID _____

Sales Rep Phone _____ Ext _____

Sales Rep Email Address _____

1. Type of Account Independent Merchant
 Corporate of Multi-Chain Alliance (Mall, Franchise)

2. Merchant Type Retail Restaurant or Retail w/tips

3. Bus. Description _____

4. Send MID/TID to: _____

5. Terminal Type _____

6. Time Zone (check one)
 Eastern Central Mountain Pacific

7. Password options for terminal functions?
 yes (password) _____ no

8. Pooling: Corporate Location Report Only

9. Billing Level Corporate Location

10. Web Reports Access Setup (use 8 letters/digits)
 UserName _____
 Password _____

3 CARD PACKAGES (Select One)

100-Card Package 100 Standard Cards & Merchandising Package. Gift Card program only.
 • No. of 100-Card Packages Ordered _____ x \$179 = \$ _____

500-Card Package 500 Standard Cards & Merchandising Package Gift Card program only.
 • No. of 500-Card Packages Ordered _____ x \$499 = \$ _____

• Monthly System Access Fee # of locations _____ x \$10.00 = \$ _____

• Per transaction fee _____ x \$0.49 = \$ _____

Merchant Name on Card PLEASE PRINT CLEARLY & ATTACH BUSINESS CARD IF AVAILABLE

No more than 24 characters/spaces recommended. Long names may require 2 lines on card.

1. Choose Card Design SC1 SC2 SC3 SC4 SC5 SC6 SC7 SC8

2. Choose Card Holder 1H 2H 3H 4H 5H (Display signage will match hanger chosen)

3. Choose Lettering Style
 Gill Sans Reg. Helvetica Cond. Bold Janson Bellevue Cafisch script

4. Choose Lettering Color Black Red Blue Silver Gold

Custom Card Package Program Type(s) Gift Loyalty

Per Location Setup Fee	\$ 0	Qty Gift Cards	\$0.59	Cost ea.	_____
Monthly System Access	\$10.00	Qty Loyalty Cards	\$0.59	Cost ea.	_____
Per Transaction Fee	\$0.49	Graphic Design: \$75 per design			\$ _____
Return ACH	\$ _____ 50.00	Prepress/Proof: \$100 per design			\$ _____

Custom Card Production Card production clock begins upon receipt of PROOF APPROVAL

1. Contact for Card Production
 Reseller Company Contact listed above Other _____

2. Who Will Create Card Design? Valutec Merchant Reseller

3. Artwork Enclosed with order: disk / paper Will be emailed by: Merchant / Reseller No artwork

4. Back-of-Card Verbiage Select Verbiage Option 1 (bullet point) 2 (paragraph) 3 Custom (attach copy)

5. Email Proof To: Merchant Reseller Other _____

6. Ship Cards To: Merchant Reseller Individual Locations Other _____

5 PAYMENT INFORMATION

Package Selected _____

Account Setup Cost \$ 0

Total Card Cost \$ _____

Merchandising Cost \$ _____

TOTAL SETUP Cost* \$ _____

*Shipping & Handling will be added to total.

Payment Method
 Check Credit Card COD ACH

Card # _____

Exp. Date _____ CW2 _____

COMPANY USE ONLY

Download Record Number _____

Merchant Id _____

Terminal ID _____

Client ID _____

Card Sequencing _____

Application ID _____

Contract Complete? _____ Contract Entered? _____

As indicated in the attached Card Processing Agreement, fees and charges will be deducted directly from the bank account indicated above via Automated Clearing House (ACH) transfer of funds through the ACH bank designated by Valutec Card Solutions (VCS). Your signature below is your signature to the Card Processing Agreement and, as such, authorizes VCS to debit and credit funds to this account and acknowledges you have received and read a copy of the Card Processing Agreement and agree to be bound by the provisions thereof. Minimum 2-year contract term. ATTACH VOIDED CHECK FROM DESIGNATED BANK ACCOUNT.

Owner's Signature (required) _____ Title _____ Print Name _____ Date _____

Card Processing Agreement

RECITALS

Whereas the Customer understands that Valutec Card Solutions (VCS), a Delaware corporation, administers an electronic Gift Card, Loyalty Card and Prepaid Card ("Card") system business, whereby institutions are able to route, process and settle Card transactions at certain point of sale terminals; and Whereas the Customer desires to have VCS perform Card processing services; Now, therefore, in consideration of the foregoing recitals, and of the mutual promises hereinafter set forth, VCS and the Customer hereby agree as follows:

I. SERVICES

- 1.1 Services to be provided by VCS - Subject to the terms and conditions set forth in this Agreement, VCS hereby agrees to perform the following services for the benefit of the Customer:
- (a) VCS shall provide for the electronic processing of Card transactions and purchases made by customers of Customer who hold approved Cards ("Approved Cards"). VCS shall electronically confirm that the holder of the Approved Card ("Cardholder") activating the Card transaction through the Customer has an active account on the VCS electronic gift card processing system (Card system) in which there are sufficient funds that can be reserved or removed to pay for their purchases;
 - (b) VCS shall process electronic point of sale transactions for the Customer, consisting of Card System services. VCS shall provide for the electronic debiting of the Cardholder's account when said Cardholder has made a purchase and the electronic crediting of the Cardholder's account when value is added to the Cardholder's account;
 - (c) VCS shall maintain an accessible electronic record of the transactions described in subsection (a) and (b) above for a period of 60 days. The services to be rendered by VCS in accordance with this Section 1.1 shall be referred to herein as the ("Services"); and
 - (d) VCS will supply to and accept from the Customer all information and data reasonably required from time to time in connection with the Services.
- 1.2 Duties to be provided by the Customer - Subject to the terms and conditions set forth in this Agreement, the Customer agrees:
- (a) The Customer will accept for processing by VCS any transaction initiated by a Customer utilizing Approved Cards without discrimination with regard to the Customer who initiated the transaction or the point-of-sale terminal at which a transaction was initiated (the "POS Terminal");
 - (b) The Customer will supply to VCS all information and data reasonably required from time to time by VCS to perform the Services, including the location of POS Terminals and Cardholder data and content as may be agreed upon by the parties from time to time and within such time or times as may be reasonably necessary to perform the Services promptly and in a proficient manner;
 - (c) The Customer will maintain all transaction records and other records required by law or regulation to maintain in connection with the operation of the electronic point of sale processors (Card Terminals).
 - (d) The Customer will obtain, operate and maintain at its own expense the Card Terminals;
 - (e) The Customer will be responsible for the accuracy and adequacy of all data transmitted by it or on its behalf for processing by or storage of information on VCS' Card processing system;
 - (f) The Customer will maintain sufficient "back-up" information and data to reconstruct any information or data loss due to any system malfunction;
 - (g) The Customer will comply with all Federal and State laws and regulations relating to information bearing on financial transactions, if applicable;
 - (h) The Customer will make its personnel and VCS records available to VCS, all within such time or times and in such forms or manner as may be reasonably necessary to enable VCS to perform the Services promptly and in a proficient manner; and Notwithstanding anything contained in this Agreement to the contrary, the Customer's relationship with VCS shall be exclusive, and Customer shall be obligated to have VCS perform Card processing services on its behalf.
- 1.3 Use of Name and Logo - VCS shall obtain written approval from the Customer prior to any reference to or use of Customer's name, logo, trademark, service marks, copyrights or any other proprietary classification of Customer or its affiliates in any advertising, promotional or instructional materials provided by or for VCS, and VCS shall comply with any conditions of any such approval required by Customer.

II. FEES

- 2.1 Fee Schedule - In consideration for the performance of the Services by VCS, the Customer agrees to pay to VCS the fees and other charges set forth in Exhibit A attached hereto and made a part hereof. The fees and charges will be collected through direct debit of Customer's bank account via the Automated Clearing House (ACH) on a monthly basis and all fees and charges will be due and payable the date of transfer of funds.
- 2.2 Responsibility for Taxes and Expenses - The Customer understands and agrees that it shall be responsible for the payment of all Federal, State, and local taxes (and any amounts legally levied instead of taxes), exclusive of taxes based upon VCS net income, arising out of or incidental to its participation in this Agreement as well as all other expenses, fees, and charges.
- 2.3 No Surcharge - The Customer hereby covenants and agrees that it will not charge any increased fee, surcharge, or any other premium payment of any of its customers for Card transactions, the use of the POS Terminals or the operation of the System unless such surcharges are permitted by the applicable law or regulation.

III. SYSTEM CONNECTION

- 3.1 Specifications - Upon written acceptance of this Agreement, VCS will supply Customer with a copy of its information and procedures for enabling it to communicate with the System. The Customer understands that such information may be amended by VCS at any time upon notice to the Customer, provided such amendments are reasonable.

IV. DOWN SYSTEM

The Customer hereby agrees that in the event that the Card System is down and not able to verify transactions for customers, VCS will not continue to process transactions. The Customer agrees that it will be solely responsible in the event that any transactions are authorized by the Customer without the knowledge or assent of VCS, such will be the sole responsibility of the Customer, and the Customer will indemnify and hold harmless VCS from and against any and all damage, loss, liability, consequential damage, expense, claim or obligation arising in connection therewith.

V. CONFIDENTIALITY

- 5.1 Confidential Information - "Confidential Information" shall mean any of the following information disclosed by either party:
- (a) Any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, products planning information, marketing strategies, plans, finance, operations, customer relationships, pricing, customer profiles, sales estimates, business plans, and internal performance results relating to the past, present or future business activities of Customer or VCS or any of their affiliates and the customers, clients and suppliers of any of the foregoing;
 - (b) Any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Customer, VCS or any of their affiliates a competitive advantage over its competitors; and
 - (c) All confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flowcharts, databases, inventions, information, and trade secrets, whether or not patentable or copyrightable.

Confidential Information includes without limitation, all documents, inventions, substances, engineering and laboratory notebooks, drawings, diagrams, computer programs and data, specifications, bills of material, equipment, prototypes and models, and any other tangible manifestation (including data in computer or other digital format) of the foregoing which now exist or come into the control or possession of the party.

- 5.2 Confidentiality Obligations - Except as expressly authorized by prior written consent of the other party, each party shall:
- (a) Limit access to any Confidential Information received by it to its employees and agents who have a need-to-know in connection with performing its obligations under this Agreement;
 - (b) Advise its employees and agents having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Section 5;
 - (c) Take appropriate action by instruction or agreement with its employees and agents having access to the Confidential Information to fulfill its obligations under this Confidentiality Agreement;
 - (d) Safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material;
 - (e) Use all Confidential Information received by it solely for purpose of performing its obligations under this agree and for no other purpose whatsoever; and
 - (f) Not disclose any Confidential information received by it to third parties.
- Upon the request of the disclosing party, the recipient shall use reasonable efforts to collect and surrender (or confirm the destruction or nonrecoverable data erasure of computerized data) all Confidential Information and all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) pertaining to or including the Confidential Information. Notwithstanding the foregoing, legal counsel for the recipient may retain solely for archival purposes one copy of all Confidential Information as well as documents, memoranda, notes and other writings prepared based on the Confidential Information.
- 5.3 Exceptions to Confidentiality - The obligations of confidentiality and restriction on use in Section 5.2 shall not apply to any Confidential Information that:
- (a) Was the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the recipient;
 - (b) Was lawfully received by the recipient from a third party free of any obligation of confidence to such third party;
 - (c) Was already in the possession of the recipient prior to receipt thereof, directly or indirectly, from the disclosing party;
 - (d) Is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the disclosing party as much advance notice of the possibility of such disclosure as practical so that the disclosing party may attempt to stop such disclosure or obtain a protective order concerning such disclosure;
 - (e) Is subsequently and independently developed by employees, consultants or agents of the recipient without reference to the Confidential Information disclosed under this Agreement; or
 - (f) Is disclosed by the recipient in accordance with the prior written approval of the disclosing party.
- 5.4 Rights in Confidential Information - Except as specifically provided for herein, this Agreement does not confer any right, license, interest or title in, to or under the Confidential Information to the recipient. Except as specifically provided for herein, no license is hereby granted to the recipient, by estoppel or otherwise under any patent, trademark, copyright, trade secret or other proprietary rights of the disclosing party. Title to the Confidential Information shall remain solely in the disclosing party.
- 5.5 Rights in Confidential Information - Customer and VCS agree that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that either party may have, the disclosing party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of the confidentiality and other obligations of this Agreement. Each party further agrees to waive any requirements for a bond in connection with any such injunctive or other equitable relief.

VI. LEGAL COMPLIANCE

The Customer and VCS each understands and agrees that it shall be responsible for its own compliance with all Federal, State, and local laws, rules, and regulations applicable with respect to this Agreement, including without limitation, statutes, regulations and judicial decisions relating to the establishment and sharing of the POS Terminals, consumer protection, antitrust and franchise and shall hold the other party harmless against any and all liability or expenses related thereto.

VII. INSURANCE

The Customer and VCS each understands and agrees that it shall be responsible for obtaining all insurance that may be required of it by government agencies and reasonably prudent business practices.

VIII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 Indemnification by the Customer - The Customer agrees that it shall indemnify and hold harmless VCS and its officers, directors and shareholders, from any and all loss, cost, expense, claim, damage and liability (including attorney's agent fees and court costs) paid or incurred by any one or more of them, to the extent it arises from, is caused by, or is attributable to, any of the following:
- (a) The failure of the Customer, its employees, agents, or representatives, to abide by any requirement imposed by this Agreement; or
 - (b) The violation by the Customer, its employees, agents, or representatives, of any applicable law, regulation or court order relating to this Agreement.
- 8.2 Indemnification by VCS - VCS agrees that it shall indemnify and hold harmless the Customer, and its officers, directors and shareholders, from any and all loss, cost expense, claim, damage and liability (including attorney's agent fees and court costs) paid or incurred by any one or more of them, arising from, caused by, or attributable to, any of the following:
- (a) The failure by VCS, its employees, agents, subcontractors, or representatives to abide by any requirement imposed by this Agreement;
 - (b) The violation by VCS, its employees, agents, subcontractors, or representatives, of any applicable laws, regulation or court orders relating to this Agreement; or
 - (c) Gross negligence, willful misconduct or any act or omission by VCS or any of its employees, agents representatives or subcontractors.
- 8.3 Limitation of Liability
- (a) Notwithstanding anything in this Agreement to the contrary, in no event shall Customer, its affiliates or its directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
 - (b) Notwithstanding anything in this Agreement to the contrary, Customer's cumulative liability for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement) and regardless of this form of action or legal theory shall not exceed the amount of fees received or paid by Customer to VCS pursuant to this Agreement for services performed in the immediately preceding 12 months.
 - (c) Notwithstanding anything in this Agreement to the contrary, in no event shall VCS, its affiliates or its directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost

profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

- (d) Notwithstanding anything in this Agreement to the contrary, VCS' cumulative liability for all losses, claims suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement) and regardless of this form of action or legal theory shall not exceed the average of three months revenue received by VCS from this Customer over the preceding twelve months, or such lesser time if this agreement has been in effect for less than twelve months.

IX. TERM

This Agreement shall commence on the date set forth in the Merchant Setup Form and shall have an initial term of two-years from the date so indicated. This Agreement shall automatically renew for an additional one-year term unless either party has notified the other in writing, at least ninety (90) days prior to the expiration of the initial term or any such renewal term, that it does not wish to renew the Agreement.

X. TERMINATION

- 10.1 Termination by VCS - The Customer understands and agrees that this Agreement and its participation in the system may be terminated for "good cause" by VCS. For purposes of this Section, "good cause" shall mean:
- (a) A material breach of this Agreement by the Customer;
 - (b) Failure to pay at the time specified any fees, charges or other amounts owed by the Customer to VCS in accordance with the terms of this Agreement;
 - (c) A determination by VCS that all Customer transactions have ceased and their relationship with the Customer has therefore ceased; or
 - (d) The violation of any law or regulation applicable to the Customer that has an adverse effect upon the operation of the system.
- 10.2 Termination by Customer - VCS understands that this Agreement may be terminated by the Customer in the event:
- (a) Of a material breach of this Agreement by VCS; e.g., gross negligence or failure to honor the terms and conditions of this agreement; or
 - (b) That the participation in the Card Program by the Customer, or VCS' operation and administration of the Card System, is held illegal by any judicial or regulatory authority having jurisdiction over them
- 10.3 Responsibilities upon Termination - The Customer and VCS understand and agree that in the event this Agreement is terminated:
- (a) Neither party shall have any further rights with respect to each other except for those that arose prior to the effective date of the termination including the mutual confidentiality provisions
 - (b) The Customer shall not be entitled to a refund of any fees, charges, or other amounts paid to VCS and shall remain liable for, and shall continue to be responsible for, meeting all financial and other obligations arising from its participation (including the payment of any and all applicable fees, charges, and other amounts), may have accrued prior to the effective date of such termination;
 - (c) Each party shall be responsible for the reinstallation of their computer or telecommunications support services and all related charges; and
 - (d) Each party shall cease the use of all materials and properties provided by the other and destroy or return all said material and property, as designated by the other party.
- 10.4 Continuing Obligations - The expiration or sooner termination of this Agreement shall not affect or impair in any manner or respect the obligation or rights of either party under Articles V and VIII of this Agreement, nor any right, duty, or obligation arising pursuant to acts or omissions prior to the effective date of such termination.

XI. PROPRIETARY INTEREST

The Customer shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Services provided by VCS hereunder or its software equipment. This Agreement is not to be construed as granting to the Customer any patent rights or patent license in any patent, which VCS may obtain in respect of the Services, provided by VCS hereunder or its software and equipment. The Customer will make no attempt to duplicate or otherwise ascertain the components, circuit diagrams, logic diagrams, flow charts, source and object code, schematics or operation of, or otherwise attempt to reverse engineer any VCS provided equipment or software. Merchant hereby grants VCS the right to reproduce, publish, display or otherwise exhibit the plastic cards and collateral material produced by VCS for Merchant under this agreement in connection with the advertising, promoting, demonstrating, showing or publicising of VCS and/or its products and services.

XII. COMPLIANCE WITH LAW

This Agreement is subject to, and the parties agree to comply with, all laws, rules and regulations promulgated by duly constituted governments and authorities relating to the use of communication lines leased from domestic, international and foreign communications carriers to transmit information. It is understood and agreed by the parties that the performance of the services hereunder may be subject to examination by authorized representatives of Federal and State governmental agencies and VCS is authorized to furnish any such agency reports, information and other data as may be required under applicable laws, rules and any other actions Customer may deem appropriate in response.

XIII. REGULATIONS

It is understood and agreed by the parties hereto that the performance of the services is or might be subject to regulation or examination by authorized representatives of Federal and State regulatory agencies, and that VCS is authorized to submit or furnish to any such agency such reports, information, assurances or other data as may be required by them under applicable laws and regulations provided VCS provides Customer with reasonable advance notice of such action and an opportunity to object or take any other actions Customer may deem appropriate in response. The Customer and VCS will notify each other upon receipt of such requests so that each party may have an opportunity to object or take other actions which that party deems appropriate in response.

- 13.1 Entire Agreement - This Agreement, including all matters incorporated by references herein, constitutes the entire Agreement between parties and supersedes all previous negotiations, commitments and writings.
- 13.2 Waivers - No course of dealing and no failure by a party to enforce any provision of or exercise any right under this Agreement shall be construed as a waiver of such provisions or right or affect the validity of this Agreement, or limit, prevent or impair the right of any party subsequently to enforce such provisions or exercise such right.
- 13.3 Non-Assignability - This Agreement shall not be assigned by either party without the prior written consent of the other party and any assignment without such consent shall be void; provided, that VCS shall be free to assign this Agreement to any direct or indirect subsidiary or affiliate thereof or to any third party that purchases all or a substantial part of the stock or assets of VCS.
- 13.4 Amendments - Except as otherwise provided herein, no amendment to this Agreement shall be effective or bind any party unless set forth in writing and signed by the duly authorized representatives of the parties.
- 13.5 Headings - The titles and headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.
- 13.6 Severability - Should any of the provisions of this Agreement be invalid, such invalidity shall not affect the validity of the remaining provisions.
- 13.7 Applicable Law - This Agreement shall be governed and interpreted by the laws of the State of Tennessee.