

**PAYTEK****Electronic Check Recovery & Check Verification Agreement**

THE PREMIER PAYMENT PROCESSOR

240 Glenis Drive Murfreesboro, TN 37129 Phone: 800-641-9998 Fax: 615-869-0189

**Term of Service** - MBK, Inc DBA Paytek Solutions ("We or "Us") agrees to provide our services to Merchant ("You" or "Your") as selected. This agreement shall be perpetual in duration. **Cancellation** - You can cancel this agreement at any time for any reason by actually providing us written notice. We can cancel this agreement at any time for any reason by actually providing you written notice. Termination does not diminish your obligations to any check submitted; hold harmless, making payments to us, indemnification or arbitration. **Assignment** - You assign transfer and convey to us all of your rights title and interest in any check(s) submitted to us. This assignment is not limited. We are entitled to all returned check charges, punitive or liquidated damages. If for any reason this assignment is not effective you appoint us as your attorney in fact to enforce your right title and interest or claim and authorize suit in your name or ours. **Electronic Check Recovery** - We agree to pay you the full amount we receive, up to the face value, for any check collected. We also agree to pay you the revenue share amount stated below for each service fee we collect electronically. We retain any and all additional revenue. **Check Verification** - If selected, we will provide you access to a check verification database. Upon your request, the verification system reports suggestions for check acceptance or refusal. The decision to accept or refuse a check is always your option and your option only. **We Pay You** - On the 1<sup>st</sup> and 15<sup>th</sup> day of each month for the first payment cycle after we receive guaranteed funds. **Bank Direct** - The check must be routed directly from your bank to us through banking channels. **How You Pay Us** - When you owe us money for any reason we may ACH your checking account for all fees and or payments due us with or without notice. We also may deduct monies due us from any future reimbursements we owe you or make a formal demand for payment. You must pay us on demand for this agreement and any future agreements. **Reporting** - We report directly to you every 15 days using the US mail system. In addition, you may securely view check images and various reports on line at [www.payteksolutions.com](http://www.payteksolutions.com). **Additional Forms and Obligations** - You or your employees are obligated to perform the following during term, and in some cases, after termination: Point of sale decals and or notices, which may be legally required prior to and during the check acceptance process, must be visible to check writer. If decals are not visible, you must inform the check writer of all information printed on the decal. Upon our request, you must provide proof that you maintained our point of sale notices at all times. Execute a bank authorization form, or complete a returned check consolidation agreement, which allows us to receive your checks directly after first presentation from your bank or our bank. Neither you nor your employees should ever tell a person that we said anything negative about someone regardless of the circumstance. Never collect a check that we are trying to collect. Instead, have them contact us directly for payment. **Indemnification and Hold Harmless** - You agree to indemnify us and hold us harmless from your breach of your obligations. This indemnification and hold harmless is broad and all encompassing. Included is your payment of all our expenses for attorney fees, expert witnesses, and cost of court. **Liabilities** - Neither you nor we shall be liable for delay or failure to perform if the failure or delay is a direct result of actions beyond reasonable control. If at any time you believe we are in breach of this agreement, you must give our General Manager, President, or Vice President actual written notice. Allow us 10 days to cure the suspected breach. You agree that we are not liable to anyone for anything related to this agreement, including attorney fees, cost of court, lost profits, lost revenue, or damages of any kind. You waive your rights to all statutory and punitive damages and penalties. In any case, our liability is limited to the amounts you paid us for our services over the previous calendar year. **Arbitration Resolution** - You agree that any dispute or claim related to this agreement will be settled by the American Arbitration Association using the Commercial Arbitration Rules. Judgment on the award rendered may occur in any court with such jurisdiction. The sole site of the arbitration shall be Nashville, TN. Tennessee law will apply. If we prevail, the arbitrator will award us all of our reasonable cost and expense. This may include, but not be limited to, attorney fees, cost of reproduction, travel expense, and any other expense as a direct result of the arbitration. **No Modifications** - No oral modification to this agreement will be accepted. Any written modification must be initiated by both parties and accepted by Paytek's management. We are not an agent or fiduciary. We are simply an arms length independent contractor. Any unenforceable clause will be excluded and the remainder enforced. We may assign this agreement in writing. If you transfer or sell your business and the new operator or owner continues to use our service, they are also bound by this agreement. The relationship and this agreement are bound by the laws of Tennessee. We may change the terms at any time with 30 days written notice. Copyright 2008, MBK Inc. All rights reserved.

|                                    |                                  |  |           |
|------------------------------------|----------------------------------|--|-----------|
| <b>Store Location</b>              |                                  | <b>Billing (if different from main location)</b> |           |
| DBA <u>MARTIN'S MILL 1SD</u>       |                                  | DBA <u>MARTIN'S MILL 1SD STUDENT ACTIVITY</u>    |           |
| Legal Name <u>SAME</u>             |                                  | Legal Name                                       |           |
| Address <u>301 FM 1861</u>         |                                  | Address  |           |
| City <u>BEN WHEELER</u>            | State <u>Tx</u> Zip <u>75754</u> | City   | State Zip |
| Phone <u>903-479-3872</u>          | Fax <u>903-479-3711</u>          | Phone  | Fax       |
| Contact <u>LESLIE LEE</u>          | Title <u>BUSINESS MGR</u>        | Contact  | Title     |
| Email <u>lee@martinmillisd.net</u> |                                  | Email  |           |

**ACH Banking Information**

|   |   |                                |  |  |  |
|---|---|--------------------------------|--|--|--|
| Bank Name   |   | ABA or Routing Number          |  | Account Number                         |  |
| <u>FIRST STATE BANK</u>                                       |   | <u>11909443</u>                |  | <u>[REDACTED]</u>                      |  |
| Program Type  |   | Revenue Share                  | Equipment — AC/DC Power and Phone Line Required                        |  |  |
| <input checked="" type="checkbox"/> Electronic Check Recovery | <input type="checkbox"/> Check Verification<br>\$20 Per Month | <u>\$5.00</u>                  | Ship terminal to: <input type="checkbox"/> Store location              | Purchase price of \$430.00             |  |
|   |   |                                | Ship terminal to: <input checked="" type="checkbox"/> Billing location | (plus applicable sales tax)            |  |
| Report Type   |   | Frequency                      |  | Delivery Method                        |  |
| <input checked="" type="checkbox"/> Received                  | <input checked="" type="checkbox"/> Paid                      | <input type="checkbox"/> Daily | <input checked="" type="checkbox"/> Weekly                             | <input type="checkbox"/> Monthly       | <input checked="" type="checkbox"/> Email  |
|   |   |                                |  | <input type="checkbox"/> Dedicated Fax | <input checked="" type="checkbox"/> Online |
| Authorized Signature  |   | Printed Name                   |  | Effective Date                         | Paytek Representative                      |
| <u>x Your Name</u>  |   | <u>LESLIE LEE</u>              |  | <u>10/15/09</u>                        | <u>RICH BLAIR</u>                          |

# BANK MAIL RELEASE AUTHORIZATION

To: FIRST STATE BANK P.O. BOX 97 Returned Items Department

Branch City: BEN WHEELER State: TX Zip: 75754

DEBBIE CORNETT  
Dear ~~Bank~~ Representative,

dcornett@fsb.benwheeler.com

903-833-5861 PHONE 903-833-5101 FAX

I/We would like to change our current mailing address for all returned checks and authorize you to mail all returned items to:

**PAYTEK SOLUTIONS  
PO Box 10749-0015  
MURFREESBORO, TN 37129**

Please forward all unpaid items **immediately after first presentation** to the PAYTEK address above. Please send a secondary notice to us at the address below. Include the maker's name, reason for return, and amount of check for our records. This new address and authorization will continue to be in effect until otherwise changed.

Your immediate attention and confirmation in this matter will be greatly appreciated.

Sincerely,

Authorized Signer (printed): TODD SCHNEIDER Title: SUPERINTENDENT

Signature: x Your Name Date: 10/15/09

Authorized Signer (printed): LESLIE LEE Title: BUSINESS MANAGER

Signature: x Your Name Date: 10/15/09

Account Name: MARTINS Mill 1SD STUDENT ACTIVITY Phone: 903-479-3872

Mailing Address: 301 FM 1861

City: BEN WHEELER State: TX Zip: 75754

Routing #: 111909443 Account #: [REDACTED]

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