This Client Printing Services Terms and Conditions ("Agreement") between Check Issuing LLC, an Arizona limited liability company, having its principal office at 1835 E. 6th St. #22, Tempe, AZ 85281, which does business as Checkissuing ("CI") and the recipient of CI services and signatory of this agreement ("Client") will be effective upon the date of signing and reaffirmed upon usage of CI services. Throughout the term of service, Client agrees to all terms in this agreement.

1. **Services**: CI shall provide its clients with various client payment, printing, mailing and warehousing services ("Services").

2. **Term**: This Agreement shall be for a term of one (1) year from the Effective Date and shall automatically renew for successive one-year terms unless terminated by either party as set forth herein. Either party may terminate this Agreement or any individual service provided by CI upon thirty (30) days written notice to CI as set forth herein. Upon cancellation or termination of Client's account, CI will invoice any fees and expenses due to CI.

3. **Fees**: In consideration of the Services to be rendered pursuant to this Agreement, Client shall pay CI the fees set forth in the separate Checkissuing Application Agreement. All fees shall be due and payable within ten (10) days of Client's receipt of each invoice for Services rendered. Fees are subject to change with written notice to the Client. Client's use of CI services after such changes have been posted shall constitute Client's acceptance of the modifications to these fees.

4. **Billing**: Client will be invoiced every Monday for the previous week's transactions. All invoices will be paid the same week via check or ACH.

5. **Change in Ownership and Multiple Signatories:** In the event there is a change in ownership or signatory of Client, the authorized signatory listed below and only the authorized signatory must notify CI as required in the Notice Section herein with said notice being in writing, of the change of ownership or signatory of Client. CI will then require the new owner to execute a new agreement with CI. In the event there is money due   to

6. **Federal and State Regulations:** The Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries, terrorists, international narcotics traffickers, and those engaged in activities related to the proliferation of weapons of mass destruction. OFAC acts under Presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under US jurisdiction. CI reviews and complies with these regulations and periodically reviews the OFAC sanctions list generated and developed by OFAC and other Federal agencies. In accordance with OFAC regulations, CI will not send checks or other payments to any entity listed or residing in any country that is listed on the OFAC sanction list.

As part of the Federal and state regulations of which CI is subject, CI may be required to cooperate with and participate in investigations of customers and customer transactions. Because of the foregoing, Client agrees and understands that CI may be required by appropriate authorities to make disclosures of customer information and transactions to Federal, state, and banking authorities and if requested, CI will cooperate with and participate in customer investigations. Unless otherwise prohibited by law, such disclosures may include, without limitation, company and administrator information, transaction information, IP address, communications and usage history.

7. **Due Diligence and Know Your Customer Policies:** CI is required to perform due diligence on new customers and to periodically review current customers to make sure the payments handled by CI are for legitimate and legal purposes. Client agrees to cooperate promptly with CI in any due diligence requests that CI may submit to Client. Moreover, Client agrees and understands that due diligence requests by CI benefit all clients by ensuring that all customers of CI are bona fide and legal business operations. These due diligence operations benefit all clients of CI by protecting the services provided and ensuring the continuity of the CI business model.

   All information provided in the CI or CI Client Application ("Application") must be truthful, including Client's business website's title, description, category, and all other requested information. Provision of false, incorrect or deceptive information may result in the termination, locking or closing of Client's CI account. Client hereby grants to CI the right to access the Client's site through manual observation or automated search techniques in order to confirm the accuracy of the application information.

   Client agrees to provide true, accurate and complete Application information and to maintain and promptly update the Client account information as applicable. Client agrees not to impersonate any other person or use a name that Client is not authorized to use. If any information provided is untrue, inaccurate, not current, or incomplete, without limiting other remedies, CI has the right to terminate the Client's use of the Service.

   Client hereby authorizes CI, directly or through third parties, to make any inquiries considered necessary to validate the information contained in the Application. This may include ordering a credit report and performing other credit checks or verifying the information Client provides against third party databases.

   CI regularly reviews its clients to ensure they are properly identified and this is enforced through a rigorous know your customer policy. Customers may not be on any list of known fraudsters, terrorists, money launderers, Office of Foreign Assets Control's Specially Designated Nationals list, lists from third party vendors that track links between persons regarded as high-risk owing to negative reports in the media about them or in public records or any other lists that are now or may become available to CI in the future. CI refuses to work with or process payments for any customer that is found to be undesirable, illegal or appears on one or more lists as listed above.

8. **Acceptable Use Policy ("AUP"):** Client agrees to comply with the AUP throughout the term of service. Any of the following actions may result in the immediate termination of a Client user account or the termination of the Client account in whole:

   a. Any unauthorized attempts, whether successful or not, by a user to gain access to any account not belonging to that user on this or any other CI system.

   b. Attempts to interfere with the regular workings of the CI systems or network connections or which adversely affect the ability of other clients or systems to use CI services.

   c. Participation in any activity that violates any local, state, U.S., or international law or regulation.

   d. Any attempt to use a different name on Client payments other than as used in the normal course of the Client's business operations, as per the information that was submitted to CI for in the client agreement.

   e. The posting or display of any image or wording related to any website running, participating, or advertising acts allowing the subscriber to bet or gamble on an uncertain outcome, or to play a game of chance for stakes.

   f. The operation by Client of an "Online Pharmacy" or any attempt to display, sell, or present for sale pharmaceuticals, prescription drugs, or any form of controlled substances.

   g. Any attempt to display, sell, or transfer materials that violate or infringe any third party copyright, trademark, right of publicity, patent, statutory law, common law or proprietary rights of others, or contain anything obscene, libelous or threatening in nature.

   h. Reproduction, presentation, or transmission of any material in violation of any local, state, U.S., or international law or regulation.

   i. The posting or display of any images or wording that instructs users how to make or perform devices or situations that may violate any state, federal, or international law.

   Client will also be held responsible for the actions of Client's business relationships (referrers, Associates, affiliates, customers, business partners, etc.) that impact CI. Client cooperation is necessary to insure that those involved in these relationships comply with CI's prohibited activities.. If Client or any of Client's business relationships violate any of the CI policies and procedures, CI expects Client to make certain that they immediately cease the non-compliant action or that Client discontinues association with said business relationships. Continuing violations by Client or Client's business relationships may result in CI, in its sole discretion, terminating services as set forth herein. CI reserves the right to refuse to conduct business with Client for any reason and at any time in CI's sole discretion.

9. **Default:** Client shall be in default if it fails to pay fees due to CI when due, is subject to the provisions of Section 6 herein or violates any other provision of this Agreement. In any situation of default, CI may terminate this Agreement immediately with written notice to Client.

10. **Relationship between Parties**: CI's relationship to Client under this Agreement is that of independent contractor. Neither CI nor CI's employees, consultants, subcontractors or agents, shall be or shall be deemed to be an employee or servant of Client. None of the benefits provided by Client to its employees, including without limitation workers' compensation and unemployment insurance, shall be available to CI or CI's employees, consultants, servants or agents as a result of this Agreement.

11. **Confidentiality and Confidential Information:** The parties agree that the protection of confidential information is vital to the business success of both parties and thus they are desirous of detailing the duties and obligations of each party to ensure the best protection of confidential information belonging to each party.

    The Confidential Information to be disclosed can be described as and includes, but is not limited to:

    Invention description(s), banking information, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

    The recipient of Confidential Information shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contracts (collectively referred to as "affiliates") having a need to know.

    This Agreement imposes no obligation upon the recipient of any Confidential Information with respect to any Confidential Information (a) that was in recipient's possession before receipt from discloser; (b) is or becomes a matter of public knowledge through no fault of recipient; (c) is rightfully received by recipient from a third party not owing a duty of confidentiality to the discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, discloser; or (e) is independently derived by recipient. In addition, CI shall not be liable for disclosure of Confidential Information if made pursuant to a bona fide government inquiry, investigation or in response to a valid order of a court or authorized agency of a government.

    Nothing in this Agreement shall be construed to convey any title or ownership rights to the Confidential Information or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft,

disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

Neither party shall reverse engineer any aspect of the other party's Confidential Information including any software systems, programs or other electronic systems and this prohibition prevents either party from any effort or attempt to disassemble, decompile, or otherwise apply any procedure or process in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings or any algorithm, process, procedure or trade secret information contained in the Confidential Information provided by a party.

Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party shall be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

Notwithstanding the provisions of this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by one party to the other party improving an aspect of the Confidential Information shall be owned by the party that owns the improved Confidential Information and the contributing party hereby agrees to assign any such rights to the receiving party.

12. **Non-Solicitation**. Client hereby understands and acknowledges that CI has expended extensive time and resources in finding, hiring, retaining and/or training its employees, consultants, subcontractors or agents. Accordingly, Client hereby agrees that during the Term of this Agreement and for a period of one (1) year after termination of this Agreement, Client shall not directly or indirectly, whether individually or as an owner, officer, director, employee, consultant or agent of any company or other entity, in any manner whatsoever, hire or attempt to hire, retain, engage or solicit, in any manner, any employee, consultant, subcontractor or agent of CI to perform any language interpretation or translation services.

13. **Representations and Warranties**:

By Client: By executing this Agreement, the principals, owners, officers or managing members of Client represent, warrant and certify that all information stated herein and in any application or supporting documentation provided to CI pursuant to this Agreement is true and accurate.

   a. Licensing and Taxes. It is Client's responsibility to determine what, if any, taxes apply to the payments Client makes or receives and to collect, report and remit the correct tax to the appropriate tax authority. CI is not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any transaction.

b. By accepting the terms and conditions as outlined in this Agreement, Clients attests and affirms that it holds all of the necessary licenses to engage in the advertising and sale of the goods and services offered for sale or use through Client's website (if applicable), and that Client does not provide unlawful products or services. If CI has reason to believe that Client may be engaging in or have engaged in fraudulent, unlawful, or improper activity, Client access to the Service may be suspended or terminated.

c. CI shall make commercially reasonable efforts to ensure that requests for printing checks and documents will be made timely. However, a number of factors, several of which are outside of CI's control, will contribute to when the checks and documents are received. CI makes no promises, representations or warranties regarding the amount of time needed to complete the delivery of the checks and documents unless specifically set forth in CI's Service Level Agreement ("SLA"), contemporaneously executed by the parties, and incorporated by reference herein. Moreover, delays in the U.S. or international mail service, may also contribute to delivery delays. CI shall not be liable for any actual or consequential damages arising from any claim of delay.

CI shall not be responsible for payments or documents made to any unintended recipients or for payments made in incorrect amounts due to the input of incorrect information by Client.

Unless specifically set forth in the SLA, CI will not have any liability in connection with any unauthorized interception or use of data relating to Client or the CI service; any inability by Client to use or access the service or the checkissuing.com website for any reason; any actions or transactions by an individual that uses Client's user name and password with Client's consent or knowledge; or any cause over which CI does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or internet service providers.

In no event shall CI be liable (A) for damages caused other than by intentional misconduct or (B) for any indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy), arising out of or in any way related to Client's use of or inability to use the Service or the CI website, even if CI has been advised of the possibility of such damages. In no event shall CI be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, internet access or computer equipment or software) or any circumstances beyond CI's control (such as, for example, a fire, flood, or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services).

14. **Notice**: Notice to CI shall be sufficient when received by CI via overnight express courier or mailed by certified mail, to Check Issuing LLC, Attn: Legal at 1835 E. 6th St.#22, Tempe, AZ 85281.

Notice to Client shall be deemed to be sufficient and immediately delivered to Client to the email address, or mailing address set forth in the Client Application.

Both parties reserve the right to change the address for notice and shall provide new addresses for notice as set forth above.

15. **Assignment**. Client's obligations under this agreement are not transferable, either through acquisition, merger, assignment, or any other legal or illegal method without express written consent of CI. CI may assign its rights and responsibilities upon notice to Client. In the event Client attempts to make an assignment in contradiction to this provision, CI may declare an immediate default and terminate this Agreement.

16. **Disputes**; Governing Law; Relief. CI will attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and without formal proceedings. Any dispute, which cannot be so resolved, will be subject to arbitration upon written demand of either party. The parties agree to arbitrate this matter prior to any state, Federal, or international court action. The arbitration will take place in Phoenix, AZ before a single arbitrator under the auspices of the American Arbitration Association's ("AAA") Commercial Arbitration Rules currently in effect at that time. Arizona law will be applied in the arbitration and any other subsequent legal hearings. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in the Agreement. The arbitrator will render a written opinion setting forth the basis on which he or she arrived at the decision regarding each issue submitted to arbitration. The decision of each issue submitted to arbitration will be final and binding only to the extent it is accompanied by a written explanation of the basis upon which it was arrived at. The parties expressly agree that any award rendered by the arbitrator may be entered and made a full and final judgment in the dispute between the parties in any court of competent jurisdiction.

Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party will be entitled to recover reasonable attorneys' fees and expenses. Parties may modify the dispute clause only through a stipulation signed by both parties.

Should CI be forced to employ dispute resolution mechanisms to enforce the terms of this Agreement, CI shall be permitted to recover its reasonable attorneys' fees and costs incurred therefrom.

17. **Entire Agreement**. This Agreement, in conjunction with the Client Services Application, which is incorporated by reference herein, contains the full and complete understanding and agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements, whether oral or written, concerning the subject matter hereof.

18. **Waiver**; Modification; Cancellation. CI may modify this contract, and will provide written notice to client. Client's use of the CI services after such changes have been posted shall constitute Client's acceptance of the modifications to these policies.

In the event any provision of this Agreement is determined to be unenforceable, the remaining provisions hereof shall not be affected.

Check Issuing, LLC.

Printed Name:_____

Signature:_____

Date:_____

CLIENT

Printed Name:_____

Signature:_____

Date:_____