

FREE TERMINAL PLACEMENT AGREEMENT



FREE VeriFone PC Charge Software



- ▶ Meets up to date compliance standard for Visa and MasterCard
- ▶ Real time or batch transaction processing
- ▶ Client software supports card readers, PIN pads and check readers
- ▶ Multiple payment types accepted: credit cards, debit cards, EBT, check verification, guarantee and check conversion

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BE IT KNOWN, that for good consideration the undersigned parties make the following additions or changes a part of said contract as if contained therein:

- I. Merchant agrees that the Equipment is the property of NAB, is being licensed to Merchant, and cannot be returned upon the termination or expiration of the Merchant Account with NAB. Merchant hereby agrees to pay NAB the sum of \$595 for the software and licensing should the Merchant Account be terminated or cancelled for any reason prior to the end of the term. NAB reserves the right to replace the above models with comparable models and to add or discontinue models.
- II. Merchant agrees to indemnify and hold NAB harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. Merchant understands that NAB agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice the first year, and that each additional incident will incur a fee of \$99.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

VeriFone PC Charge Software (equipment value of \$595)

Except as herein otherwise expressly provided, the Merchant Agreement, as heretofore amended, shall remain in full force and effect.

Merchant's Authorized Signer:

North American Bancard:

Merchant Printed Name

Merchant Signature Date

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to NAB, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name

Personal Guarantor Signature Date