

GLOBAL PAYMENTS DIRECT, INC.

MERCHANT SERVICES AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION AND DEFINITIONS.

Through a competitive Request for Proposal, the Office of Illinois State Treasurer ("Treasurer") has selected Forte Payment Systems, Inc. ("Forte") to provide for financial transaction acceptance and processing services for merchants approved by the Treasurer. Forte entered into an Agreement for Electronic Payment Processing for the Illinois Funds E-Pay Electronic Services with the Treasurer effective October 22, 2013 ("Master Services Agreement"). Under the Master Services Agreement, the Treasurer has approved Global Payments Direct, Inc. ("Global") as a sub-contractor and provider of a portion of Forte's obligations. The Master Services Agreement further contemplates that all merchants are to execute an agreement ("Merchant Services Agreement") which binds the Merchant (as that term is defined in the Merchant Services Agreement), Treasurer, Forte, Global, and Member (as hereinafter defined), in contract. This Global Payments Direct, Inc. Merchant Services Agreement Terms and Conditions ("Terms and Conditions") is incorporated into the Merchant Services Agreement and applies to all instances when Global serves as the Processor (as that term is defined in the Merchant Services Agreement) for an approved Merchant.

The Treasurer is a party to the Terms and Conditions for the purpose of establishing terms and conditions for an approved Merchant to receive electronic payment processing services. Forte is a party to the Terms and Conditions solely for the purpose of fulfilling its obligations to Treasurer under the Master Service Agreement, but has no rights or obligations under these Terms and Conditions.

The bank identified in these Terms and Conditions and the Merchant Services Agreement ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Payments Direct, Inc. ("Global") is a registered independent sales organization of Visa, a member service provider of MasterCard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"), and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Each Merchant that elects to receive Services (as defined below) hereunder will complete an application and will execute the Merchant Services Agreement thereby binding the Merchant to these Terms and Conditions. The Merchant Services Agreement will be signed by Global, the Member, Forte, the Treasurer, and the Merchant.

Merchant and Global agree that the rights and obligations contained in these Terms and Conditions do not apply to the Member with respect to American Express, Discover, and PayPal transactions and Switched Transactions (as defined below).

Under the Merchant Services Agreement, Merchant will be furnished with the services and products selected by Merchant and described in these Terms and Conditions (collectively and individually, as applicable, the "Services"). Global will be the sole and exclusive provider of the Services on behalf of the Merchant for the entire term of the Merchant Services Agreement. Treasurer acknowledges and agrees that the Terms and Conditions does not give the Treasurer any rights that can be transferred. Any Merchant that executes a Merchant Services Agreement and elects to receive the Services hereunder agrees to be bound by the Merchant Services Agreement for the entire term of the Merchant Services Agreement, including the terms of these Terms and Conditions as may be modified or amended in the future.

2. SERVICE DESCRIPTIONS.

Global's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. Each Merchant will be eligible to accept payment in a card present environment, and via telephone order, mail order, Internet, and Interactive Voice Response ("IVR") methods. From time to time under the Merchant Services Agreement, upon Merchant's request, Global may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global's prior written approval and are subject to applicable pricing. Global does not purchase the indebtedness associated with Switched Transactions.

Debit/ATM Processing Services shall be provided in one or more of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global will provide Merchant with the ability to access the Networks that Global has connected to for the purpose of authorizing debit card transactions at the point of sale from cards issued by the members of the respective Networks. Global will provide connection to such Networks, terminal applications, settlement and reporting activities. Further provisions regarding debit card services are set forth in Section 29 below.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of the Merchant Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip or by other evidence of the indebtedness as required by the card associations or network organizations depending on the method of payment. Forte will provide the evidence of indebtedness for Internet and IVR transactions related to the E-Pay Program in compliance with the requirements of the card associations and network organizations, and any other party, as applicable. Global and its Member shall have no liability, of whatever nature, for a failure by Forte to provide the evidence of indebtedness, and Treasurer agrees to provide to Global any information not provided by Forte. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of the Merchant Services Agreement, and to be bound by the operating regulations, requirements and rules of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization covered by the Merchant Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Global may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out the Merchant Services Agreement. If the directions or forms issued are a result of a requirement of the Member, or a card association or network organization, and/or are issued by Global and are relevant to all or at least 25% of Global's merchants, these directions and the terms of the forms are binding as soon as they are issued and shall form part of these Terms and Conditions of the Agreement. Treasurer will be provided a copy of such directions and forms when same are provided to the Merchants. Otherwise, the directions and forms shall be governed by Section 17 below. Such operating regulations and rules may be reviewed upon appointment at Global's designated premises. If, pursuant to this Section, Global changes any of the terms of the Merchant Services Agreement or the regulations and rules referenced in this Section, Merchant or Treasurer shall have the right to terminate the Merchant Services Agreement with thirty (30) days advance written notice to Global.

Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to these Terms and Conditions to comply with and be bound by, the rules and regulations of Visa, MasterCard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global, Member, a card association or network organization in connection with cardholder and transaction information security. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to represent a chargeback with respect to such transaction. Merchant will indemnify and hold Global and Member harmless from any fines and penalties issued by Visa, MasterCard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global and Member at Merchant's location(s) and will reimburse Global for any losses incurred by Global with respect to any such fines, penalties, fees and costs.

Without limiting the generality of any other provision of these Terms and Conditions, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Global and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will indemnify and hold Global and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global. Merchant shall cease to use or display such service marks immediately upon notice from Global or upon termination of the Merchant Services Agreement.

5. PAYMENT AND FEES.

Merchant will be paid for indebtedness purchased under the Merchant Services Agreement by credit to Merchant's account(s) with a financial institution designated by Merchant in accordance with the Merchant Services Agreement (the "Settlement Account"). Merchant's Settlement Account will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of the Merchant Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's Settlement Account on a daily basis as incurred.

Merchant agrees to pay and Merchant's Settlement Account will be charged for the discount, fees, and other charges described herein and in Appendix G of the Master Services Agreement (which is attached hereto as Exhibit

A) and in the Merchant Services Agreement together with any other customer credits, adjustments, and installation fees on a monthly basis. Notwithstanding the foregoing, the parties acknowledge that only with respect to Services provided to Merchant in connection with the E-Pay Program and services provided to Merchant by Forte, and as an accommodation to the Merchant by Global, (a) Global will deposit the gross amount of service fee transactions associated with Internet, IVR and Point of Sale transactions related to the E-Pay Program, and (b) Global will debit the discount, fees, and other charges described in the Merchant Services Agreement for Internet, IVR and Point of Sale transactions and for the service fee transactions related to the E-Pay Program, to and from the account of Forte (the "Forte Account") on Merchant's behalf if a Forte Account is designated by Merchant in writing, authority for such credits and debits to the Forte Account is provided to Global by Forte, and the arrangement is approved by Global. Merchant also agrees to pay and Merchant's Settlement Account(s) will be debited as incurred for all fees, fines, penalties, etc. charged by the card associations or network organizations on account of Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to the Merchant Services Agreement. If a review of the indebtedness discloses any error, Merchant's Settlement Account may be debited or credited therefor, without notice, and if Merchant's Settlement Account does not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global or Member to Merchant's account which is permitted hereunder. Merchant agrees that Member and Global have the right to receive payment on indebtedness purchased hereunder and that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global. Merchant hereby assigns to Member and Global all of its right, title, and interest in and to all indebtedness submitted and purchased hereunder.

Global's standard reporting products for the activities described above will be provided to the Treasurer and to the Merchants, as required by the Master Services Agreement.

6. EQUIPMENT AND SUPPLIES.

Any advertising material; leased equipment including imprinters, authorization terminals, or printers; software; credit card authenticators; unused forms; and Merchant deposit plastic cards provided by Global will not become Merchant's property. Merchant will protect them from loss, theft, damage or any legal encumbrance and will allow Global and its designated representative's reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under the Merchant Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, Global or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Merchant's use of such Software shall be limited to that expressly authorized by Global. Global's suppliers are intended third party beneficiaries of the Merchant Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions will instruct Merchant in the proper use of the terminals, and Merchant shall use and operate the terminals only in such manner. If Merchant has purchased the maintenance/help desk service hereunder for its terminals, Merchant will promptly notify Global of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or need for repair or maintenance, whereupon Global will make the necessary arrangements to obtain required maintenance. Merchant is responsible for shipping costs for any returned equipment. Merchant shall cooperate with Global in its attempt to diagnose any problem with the terminal. In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and

participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global against any loss arising out of damage to or destruction of any item of equipment provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global for any costs, expenses, and judgments Global may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment provided hereunder. Any unused equipment in its original packaging purchased from Global hereunder may be returned to Global at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.

Merchant acknowledges that some of the services to be provided by Global and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Terms and Conditions, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under the Merchant Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under these Terms and Conditions to any other party.

7. FINANCIAL INFORMATION.

Global, or its duly authorized representatives, may examine the books and records of Merchant relevant to any indebtedness previously purchased or presented for purchase under the Merchant Services Agreement or otherwise through Global. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global as specifically requested in writing in individual cases.

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global and Member sixty (60) days prior written notice of its intent to change the basic nature of its business. Upon the occurrence of any such event, the terms of the Merchant Services Agreement may be modified to meet any requirements of the applicable card associations or network organizations affected by such change.

9. TRANSFERABILITY.

The Merchant Services Agreement is not transferable by any Merchant without the written consent of Global and Member. Any attempt by the Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Treasurer and Merchant agree that the rights and obligations of Global hereunder may be transferred by Global without prior notice to Treasurer or Merchant pursuant to the sale of Global or a material transaction involving the sale of certain of Global's assets, and that the entity purchasing such assets shall be deemed an accepted subcontractor under the Master Services Agreement. Any other transfer by Global requires prior written consent of the Treasurer pursuant to Section 27.0 of the Master Services Agreement. Treasurer and Merchant agree that the rights and obligations of Member hereunder may be transferred to any other member without prior notice to Treasurer or Merchant. Treasurer and Merchant acknowledge that the transferable rights of Global and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's Settlement Account and the Forte Account as described herein. Global will provide prompt subsequent notice to the Treasurer and Merchant of the transfer of the respective rights and obligations hereunder by Global or Member.

In the event the Merchant or Treasurer has a good faith objection to the transferee of either Global or the Member, it may terminate the Merchant Services Agreement upon thirty (30) days advance, written notice to Global.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip or other evidence of indebtedness as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, set-off or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will work to resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; and (g) that all of the information contained in the Merchant Services Agreement is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant.

Merchant agrees it will not use the terminal service of American Express, Novus, Discover or any other private label card provider in conjunction with the Services provided by Global.

NEITHER MEMBER, NOR GLOBAL, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. CARDHOLDER DISPUTES.

Merchant agrees to work directly with the cardholder to satisfy with the cardholder any claim or complaint arising in connection with the card sale that is unrelated to an issue arising from Global's negligent provision of the Services.

12. LIMITATION OF LIABILITY.

Neither Member nor Global shall be liable to Merchant or Treasurer for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, electrical power failures, communication failures, the errors or failures of third party systems, or other similar causes beyond such party's control.

Under no circumstances shall Global or Member be liable for any lost profits, lost interest, or for special, consequential, punitive or exemplary damages arising out of or relating in any way to the Merchant Services Agreement, including but not limited to, damages arising out of placement of a Merchant's name on any terminated merchant list for any reason, even if Global or Member has been advised of the possibility of such damages. Under no circumstances shall Global or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer.

Treasurer and Merchant agree that neither Global nor Member shall have any liability under these Terms and Conditions for the actions or omissions of Forte.

It is agreed that in no event will Global or Member be liable to Merchant or Treasurer for any claim, loss, billing error, damage, or expense caused by Global's or Member's performance or failure to perform hereunder which is not reported in writing to Global by Merchant or Treasurer, as applicable, within three (3) months of such failure to perform or, in the event of a billing error, within six (6) months of the date of the invoice or applicable statement.

13. TERM AND TERMINATION.

These Terms and Conditions shall be coterminous with the Master Services Agreement entered into by the Treasurer and Forte, meaning that these Terms and Conditions and the Merchant Services Agreement shall automatically terminate upon the termination of the Master Services Agreement between Treasurer and Forte, provided that if either Treasurer or Forte terminates that Master Services Agreement prior to the expiration of the then-current term, Treasurer will provide Global with thirty (30) days written notice of such termination.

The Treasurer may terminate the Merchant Services Agreement and its Services with respect to a particular Merchant upon fourteen (14) days advance written notice to Global.

Global or Treasurer may terminate the Merchant Services Agreement or any portion thereof upon one hundred eighty (180) days prior written notice to the other party.

In the event of Merchant's default in performing under any provision of this Merchant Services Agreement, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, or upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, Global may decide to terminate the Merchant Services Agreement as to the subject Merchant on written notice to Treasurer and the Merchant.

Unless one of the aforementioned events creates a level of risk such that immediate termination is necessary, Global shall give written notice to Merchant and Treasurer of its intention to terminate the Merchant Services Agreement as to a Merchant unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make the Merchant Services Agreement terminable as to that Merchant, at the option of Global, at the end of such 30 day period unless notification is withdrawn.

In the event that Global or Member breach the terms and conditions hereof, the Treasurer or Merchant may, at its option, give written notice to Global and Member of its intention to terminate the Merchant Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make the Merchant Services Agreement terminable, at the option of the Treasurer or Merchant, at the end of such 30 day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to its Settlement Account or to the Forte Account as applicable and as described herein. If the deposit has already been posted to Merchant's Settlement Account or the Forte Account, said posting will be reversed and the deposit returned to Merchant. Termination of the Merchant Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from Global (but not from any other leasing agent), including but not

limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global or Member reasonably believes an indebtedness previously purchased is unacceptable based on the rules and regulations of the card associations or network organizations or based on Global's policies, the amount of such indebtedness may be charged back and may be charged against Merchant's Settlement Account and when applicable, the Forte Account. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide; provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through charging Merchant's Settlement Account, Merchant shall, upon demand by Global, pay Global the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. FRAUD AND IMPROPRIETY.

In the event Global reasonably suspects fraud or impropriety, including but not limited to the factoring of drafts, Global or Member may withhold the proceeds of indebtedness presented for purchase in amounts equal to the transactions suspected of fraud or impropriety. If Global does withhold such proceeds, it shall notify the Treasurer within two (2) business days of the withholding that such proceeds are being withheld due to suspected fraud or impropriety, and Treasurer shall notify Merchant.

16. INTENTIONALLY OMITTED.

17. AMENDMENTS.

The Merchant Services Agreement, its attachments, and the Card Acceptance Guide may be changed upon written notice to the Treasurer and Merchants if such change results from a directive of the Member, a card association or network organization and/or if such change will impact all or at least 25% of Global's merchants. The change will be effective on the date set forth in the written notice. Notwithstanding any other provision in the Merchant Services Agreement, the only fees that may deviate from those listed in Appendix G to the Master Services Agreement are those set forth in Section 6.5.1, 6.5.2, and 6.5.4 of the Master Services Agreement. Any other changes to the Agreement, the Card Acceptance Guide, or the directions and forms issued by Global to Merchants from time to time will be effective when approved in a writing signed by Global, Member, Merchant, Forte, and the Treasurer. If, pursuant to this Section, Global changes any of the terms of the Merchant Services Agreement or the regulations and rules referenced in this Section, Merchant or the Treasurer shall have the right to terminate the Merchant Services Agreement with thirty (30) days advance written notice to Global.

18. WAIVER.

No provision of the Merchant Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought.

19. EXCHANGE OF INFORMATION.

In furtherance of its provision of the Services hereunder, Global may exchange information about Merchant with the Treasurer, Forte, Member, other financial institutions, credit card associations, and network organizations. Also, and for the purpose of Global's provision of the Services hereunder, Merchant hereby authorizes Global to disclose

information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions without any liability to the Merchant.

20. GENERAL.

If any provision of the Merchant Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of the Merchant Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting the Merchant Services Agreement.

21. NOTICES.

All notices required by the Merchant Services Agreement shall be in writing and shall be sent by telefax, by overnight carrier, or by regular or certified mail. All notices sent to Global or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 10 Glenlake Parkway, North Tower, Atlanta, Georgia 30328. Any notices sent to Merchant shall be effective upon actual receipt of such notice by Merchant at the address provided by Merchant in the Merchant Services Agreement. Any notices sent to the Treasurer shall be effective upon actual receipt of such notice by Treasurer at 400 West Monroe Street, Ste 401, Springfield, Illinois 62704, Attention: Jose Gonzalez, Director of Illinois Funds/E-Pay Operations. Global will copy the Treasurer with its notices to the Merchants. The parties hereto may change the name and address of the person to whom all notices or other documents required under the Merchant Services Agreement must be sent at any time by giving written notice to the other party.

22. MERGER.

The Merchant Services Agreement including these Terms and Conditions constitutes the entire Agreement between Merchant, Treasurer, Forte, Global, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing. This merger does not affect the Master Services Agreement between the Treasurer and Forte, which remains in full effect unless terminated pursuant to its terms. As between Forte and the Treasurer, to the extent the Master Services Agreement and the Merchant Services Agreement are in conflict, the Master Services Agreement shall control.

23. EFFECTIVE DATE/GOVERNING LAW.

The Merchant Services Agreement shall become effective upon the date of latest execution of a Merchant Services Agreement by Global, Member, Merchant, Forte, and the Treasurer. The Merchant Services Agreement shall become effective as to each Merchant upon its execution of a Merchant Services Agreement or upon submission of a transaction by Merchant to Global hereunder. The Merchant Services Agreement will be governed by and construed solely in accordance with the laws of the State of Illinois, without regard to any conflicts of law provisions.

24. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Services Agreement is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefor with instructions to credit Merchant's Settlement Account. Depository, Member, and/or Global may charge Merchant's Settlement Account at Depository or Forte Account, as applicable, for any amount due under the Merchant Services Agreement. Global must receive thirty (30) days in advance and in writing any changes to the account numbers or to the Depository.

25. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, the Merchant Services Agreement cannot be assumed or enforced, and Global and Member shall be excused from performance hereunder.

26. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global pursuant to these Terms and Conditions or otherwise approved in advance in writing by Global. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

27. PAYPAL MARKS.

PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

28. AMERICAN EXPRESS CARD ACCEPTANCE.

Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into these Terms and Conditions. In addition, Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under these Terms and Conditions. For the avoidance of doubt, "cardholder" as used in these Terms and Conditions shall include Card Members as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Global may disclose American Express Transaction Data (which for purposes of this Section 28 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful

business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with the Merchant Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global customer service as described in the Merchant Services Agreement. For purposes of this Section 28, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted to from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 28 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under the Merchant Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global, its affiliated entities and/or any other cash advance funding source that partners with Global or its affiliated entities, without consent of American Express.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in the Merchant Services Agreement.

Without limiting any other rights provided herein, Global shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

29. DEBIT / ATM PROCESSING SERVICES.

Merchant agrees to utilize the Services in accordance with the Agreement, its exhibits or attachments, and Global's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of the Merchant Services Agreement), and to provide Global with the necessary data in the proper format to enable Global to properly furnish the Services. Merchant acknowledges that Merchant and Global must comply with all of the requirements, rules, and regulations of the Networks. Copies of the relevant agreements or operating regulations shall be made available upon request. Global may terminate or modify the provision of Services to Merchant if any of Global's agreements with Networks are terminated for any reason or if any entity threatens to terminate services to Global due to some action or inaction on the part of Merchant; provided, however, that Global will provide Treasurer with written notice of either event, and Treasurer will provide notice to Merchant.

For Member contact:
BMO Harris Bank
111 West Monroe Street
Chicago, IL 60603

Debit sponsorship provided by Wells Fargo Bank N.A.

Exhibit A

Appendix G to Master Services Agreement

See attached.