

PAYMENT PROCESSING NOTICE

Payment Processing Provider:

EFS Companies, LLC

PO Box 3918

Chesterfield, MO 63006-3918

(844) 242-2633

| Purchaser: | Seller: |
|---------------------|-----------------------|
| NAME _____ | LEGAL NAME _____ |
| ADDRESS _____ | DBA _____ |
| CITY, ST, ZIP _____ | ADDRESS _____ |
| PHONE _____ | CITY, ST, ZIP _____ |
| EMAIL _____ | PHONE _____ FAX _____ |
| FAX _____ | EMAIL _____ |
| | SALESPERSON _____ |

| Payment Processing Terms | Payment Processing Terms |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>All dollar amounts are in U.S. dollars.</i> | This Payment Notice is between Purchaser and EFS Companies, LLC ("EFS"). Purchaser has purchased a service contract ("Contract") from Seller that is issued by Ensurety, Inc. ("Administrator"). EFS has contracted with Administrator and is the payment processing provider for the Contract sold by Seller and administered by Administrator. |
| Contract Monthly Payment _____ | Term: Month to Month Renewable |
| Initial Payment Date (First due date no more than 30 days from sales date) | Contract Number: _____ |
| Monthly Payment Date <u>01</u> day of each calendar month | Year: _____ State: _____ |
| | City: _____ |
| | Street Address: _____ |

Authorization for Credit Card Payment

Purchaser hereby authorizes EFS on behalf of Administrator to make recurring monthly charges to Purchaser's credit card account listed below in the amounts and on the dates disclosed under the Payment Processing Terms until such time as EFS has received a notice to cease payments from Purchaser, Seller or Administrator in time to allow reasonable opportunity to act on it.

 Credit Card Number Expiration Date (MM/YY) Type of Card(MC, Visa, Amex, Discover)

I authorize charges to my credit card account as provided at time of Contract purchase or at time of payment method revision for the payment of recurring monthly charges in accordance with this notice. In the event that my credit card expires or becomes invalid, I authorize EFS to continue to process payments by providing what it reasonably believes to be accurate or corrected billing information. I agree to the foregoing as a convenience and waive any liability against EFS in connection with or related to the foregoing.

RECURRING BILLING: The Contract will automatically renew unless Purchaser voluntarily or involuntarily fails to make any Monthly Payment (as defined above under Payment Processing Terms) in full. Purchaser authorizes Administrator through EFS to charge the Monthly Payment. Other applicable charges may apply as shown under Payment Processing Terms and the following paragraph ("Applicable Charges"). Purchaser acknowledges that the amount billed based on stated monthly payment and applicable late fees may vary from month to month for reasons that may include differing amounts due to Applicable Charges.

APPLICABLE CHARGES: If any payment due hereunder is not received within 10 days of the scheduled Initial Payment Date or Monthly Payment Date, as applicable (each, a "Payment Date"), and except as prohibited by applicable law, Purchaser agrees to pay EFS a late payment fee in the amount of the lesser of 5% of the late payment or \$5.00 (the "Late Charge").

PURCHASER SHALL HAVE THE RIGHT, AT ANY TIME, TO CEASE PAYMENTS OF AMOUNTS DUE HEREUNDER BY WAY OF NONPAYMENT. IF PURCHASER FAILS TO MAKE ANY PAYMENT WHEN DUE, PURCHASER'S CONTRACT WILL

DEFAULT. Any payment made by Purchaser after the effective date of default will not result in an automatic reinstatement of the Contract. In the event of Contract default, Purchaser should contact the Seller or Administrator for any refunds for which Purchaser may be entitled.

This Notice sets forth the terms and conditions of the Program agreed to by Purchaser by phone or other electronic means. This Notice shall be effective and will be provided at time of contract fulfillment. Purchaser agrees that he/she has had the opportunity to review, accept, and correct any errors contained in this Notice. Purchaser affirms he/she will further review this Notice and correct any errors contained herein by contacting EFS or Seller within 30 days of the date listed below. The personal information regarding Purchaser that is provided by Purchaser in connection with this Notice will not be used or shared with any other party other than for the purpose of the services provided in this Notice and the Contract and as required or permitted by applicable law.

Purchaser agrees that EFS and Administrator upon 60 day written notice to Purchaser may increase Monthly Payment amounts. In addition, if the Monthly Payments due hereunder are increased due to underwriting considerations, EFS shall have the right, upon receipt of Purchaser's written authorization, to revise dollar amounts on the face of this Notice. Any change by Purchaser (by way of deletion, modification, supplementation or otherwise), to the preprinted portion of this may render the Contract void at Administrator's or EFS' option.

EFS may, with or without notice to Purchaser, assign or pledge its rights, title and interest in, to and under this Notice and the power of attorney herein described. Upon written notice from any such assignee, Purchaser shall make all payments to such assignee without defense, offset or counterclaim. Purchaser hereby releases and discharges EFS from any liability for damages with respect to any action taken following a default in payment or performance by Purchaser hereunder and shall indemnify and hold EFS harmless from any liabilities, claims, damages or causes of action in connection with any such action by EFS.