

Terms and Agreement

WHEREAS, Client offers its customers the right to pay amounts due over time pursuant to the terms of a written contract (individually the "Contract" and collectively the "Contracts").

WHEREAS Member Solutions is a billing and servicing company that collects amounts due under contracts assigned to it by its clients and remits the amounts collected, less its fees, to its clients.

WHEREAS Client wishes to engage Member Solutions as its exclusive agent to collect amounts due under the Contracts, and Member Solutions is willing to undertake such activities, on the terms and conditions contained herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Obligations of the Parties

a. Obligations of Member Solutions:

- (i)** Member Solutions will service all Contracts assigned by Client to the best of its ability. Member Solutions expressly disclaims all representations and warranties as to collectability of the Contracts. Member Solutions may reassign, cancel or reject any Contract at any time and for any reason.
- (ii)** If Member Solutions services a Contract via an electronic billing method and any payment is reversed, declined, charged back, or cannot be processed for any reason, Member Solutions may change that Contract and any related Contracts to statement billing and, if applicable, charge a higher billing rate.
- (iii)** Member Solutions may collect reasonable fees from the Client's customers such as late or declined payment fees, etc. Such fees shall be excluded from the computation of Net Collections (defined below).

b. Obligations of Client:

- (i)** Client assigns the Contracts to Member Solutions for billing and servicing. Client designates and appoints Member Solutions as its exclusive agent to act on its behalf, take all actions and execute all necessary documents relating to the billing, processing and servicing of the Contracts.
- (ii)** Client may cancel an assigned Contract with no obligation to pay the cancellation fee only if:
 - (a)** The customer is entitled to cancel the Contract under applicable state law because of death, disability or relocation, or
 - (b)** Client wishes to terminate the Contract and release the customer from any further obligation to Client. Any outstanding fees accrued by the customer or Client relating to the Contract will be paid to Member Solutions prior to cancellation of any Contract.
- (iii)** If Client cancels billing on any open Contract for any reason other than those set forth in Paragraph 1b(ii) above, Client will pay Member Solutions \$25 for each Contract

cancelled. In addition, Member Solutions will retain 25% of Net Collections (the "Holdback") for 90 days to cover incidental fees and offset returns and charge backs. If Member Solutions incurs fees or expenses in excess of the Holdback, Client shall reimburse Member Solutions for all such fees within 10 days of notice by Member Solutions. If Member Solutions cancels a Contract, no cancellation fee will be charged. (iv) If Client accepts a payment directly under an assigned Contract, Client shall immediately notify Member Solutions. Member Solutions will charge the Client, or deduct from Net Collections, any applicable fees due on that payment for that Contract. Failure to notify Member Solutions of receipt of a direct payment within 10 days of receipt of such payment will result in an additional \$10 charge to Client. (v) If Member Solutions is notified of a payment that has been reversed, charged back, stopped or is uncollectible for any reason (the "uncollectible Amount") and Member Solutions has already remitted payment to the Client, Client shall repay Member Solutions the uncollectible Amount within 10 days of notice by Member Solutions. (vi) At the time of execution of this Agreement, Client will provide Member Solutions with valid bank account and/or credit card information. Notwithstanding anything else herein to the contrary, Client knowingly and irrevocably authorizes Member Solutions to deduct from Net Collections and/or charge electronically Client's bank account and/or credit card on file with Member Solutions any amounts due Member Solutions that remain outstanding beyond the due date set forth herein.

2. Payment for Services Rendered.

a. Member Solutions will retain a percentage of all amounts collected based on the billing method chosen by Client as payment for services rendered pursuant to this Agreement. The total amount collected less the sum of all Member Solutions' fees and any other authorized charges is defined as "Net Collections."

b. If Member Solutions accepts a Contract that is delinquent at the time of assignment, Member Solutions may charge a one-time fee of \$15.00 for each delinquent Contract accepted to offset additional servicing costs.

c. Member Solutions reserves the right to increase credit card rates on ten (10) days notice if credit card processing costs increase.

d. Commencing on the first of the month that is three (3) months after the Effective Date and continuing during the term of this Agreement, the minimum monthly fee payable to Member Solutions shall be \$100 per month.

e. Member Solutions reserves the right to impose a surcharge for statement accounts if postage rates increase.

f. Member Solutions will charge \$3.00 for each non-billed Contract entered by its staff into its system. Non-billed Contracts include complementary (no-charge) Contracts; paid-in-full Contracts; and Contracts that are terminated within the cancellation period. There is no charge for non-billed contracts that are entered by Client via the Member Solutions web site.

3. Representations and Warranties.

Client represents and warrants that:

a. At the time of assignment to Member Solutions and during the term of such Contracts, the Contracts will be in compliance with all applicable federal, state and local laws and

regulations, enforceable in accordance with their terms and not subject to any setoff, counterclaim, or defense.

b. The assignment of Contracts to Member Solutions will not violate the terms of any of the Contracts or any obligation or agreement to which the Client or the Contracts are bound.

c. Client will faithfully, and to the best of its ability, perform its obligations under the Contracts for the term of each Contract, and the Client will take no action that may injure Member Solutions' rights or interests with respect to the Contracts.

d. Client will cooperate with Member Solutions and furnish any additional information or documents requested by Member Solutions in connection with its obligations under this Agreement. Client authorizes Member Solutions, and its designees, to make any inquiries it deems necessary in connection with this application. Client further authorizes any person or consumer reporting agency to complete and furnish Member Solutions any information that it may have or obtain in response to such inquiries, and agrees that such information shall be and remain the property of Member Solutions.

e. The bank account and/or credit card information provided by Client to Member Solutions shall be valid, existing accounts at the time provided and at all times during the Term of this Agreement. Client shall immediately notify Member Solutions in the event of the change, cancellation, modification or alteration to the account information.

4. Disbursements.

Client may choose up to two (2) of the permitted funding dates specified in this Agreement during each month whereby 80% of Net Collections then available are paid to Client ("Scheduled Advance"). Scheduled Advances in excess of two (2) per month are available to Client for a fee of \$10 for each additional Advance. Advances processed on dates not specified herein ("Special Advance") may be requested by Client for a fee of \$35. Member Solutions will disburse to Client all remaining Net Collections on the third (3rd) day of each month.

5. Delinquent Accounts.

a. If a Contract is more than 60 days delinquent, Member Solutions may contract with an outside party for pre-collection services consisting of a series of letters sent from our attorney to each such delinquent account. The Client will be charged \$10.00 for these services. Member Solutions will continue to service the Contract.

b. Severely delinquent Contracts may, with Client's written permission, be transferred to a collection agency. If a Contract is transferred to a collection agency, Client will receive 65% of all amounts collected by the collection agency. If the Client accepts a payment (the "Collection Payment") on a Contract transferred to a collection agency, the Client agrees to pay the collection agency or Member Solutions on the collection agency's behalf, or have withdrawn from Net Collections, 35% of the Collection Payment.

c. If Client does not permit Member Solutions to transfer a Contract to a collection agency within 15 days after request by Member Solutions, the Contract will be reassigned to Client.

d. Client agrees that once a Contract is transferred to a collection agency, the collection agency has the sole discretion to determine whether to reassign the Contract back to Client. If Client requests the collection agency to reassign a particular Contract, the

Client shall pay all applicable cancellation fees of the collection agency and the Client authorizes Member Solutions to pay such fees to the collection agency from Net Collections.

6. Indemnification.

Client indemnifies and holds harmless Member Solutions, its officers, directors, employees and agents from and against any and all claims, demands, actions, liabilities, damages, costs or expenses, including court costs and reasonable attorneys fees arising out of or relating to

- (i) Member Solutions' execution and performance of this Agreement,
- (ii) Client's breach of any term or condition of this Agreement; or
- (iii) Claims against Client by third parties, including but not limited to Client's customers arising out of or relating to any matter or thing. Client's obligations hereunder shall survive termination of this Agreement.

7. Term and Termination.

a. Unless otherwise terminated as provided herein this Agreement shall continue during any period in which Member Solutions is servicing Contracts for Client.

(i) Member Solutions may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to Client.

(ii) Subject to the terms and conditions hereof, Client may terminate this Agreement at any time upon ninety (90) days prior written notice to Member Solutions.

b. If Client terminates this Agreement, Member Solutions shall have the right to continue billing any Contracts assigned to Member Solutions prior to the effective date of termination. Client agrees that the terms of this Agreement shall remain in full force until Member Solutions has completed billing on all such open Contracts.

c. This Agreement may be immediately terminated by Member Solutions upon notice to Client if;

(i) a petition in bankruptcy, insolvency or reorganization is filed by or against Client, Client becomes subject to a composition for creditors, goes into receivership or otherwise becomes insolvent,

(ii) there is a change in the ownership of Client,

(iii) Client breaches this Agreement, and/or

(iv) any representation or warranty of Client is untrue in any material respect.

8. Use of Trademarks.

Client, on behalf of itself and its officers, directors, employees and agents (collectively "Releasees") consents to Member Solutions' unrestricted use of Releasees' trademarks, trade names, logos, names, statements and/or photographs provided Member Solutions by Client for Member Solutions' advertising, sales, marketing, promotion or any other business purpose. Client further grants Member Solutions the unrestricted right to market any products or services Member Solutions deems appropriate to Client's customers.

9. Relationship of Parties.

Nothing contained in this Agreement shall be deemed or construed to create a joint venture or partnership between Member Solutions and Client and, except as set forth herein, neither party shall have the power to control the activities and operations of the other. Member Solutions status at all times will be that of independent contractor. Neither party is authorized as an agent, employee or legal representative of the other and neither party shall have any power or authority to bind or commit the other except that Member Solutions may establish or administer rules or policies for Client if Client's rules conflict with Member Solutions' billing policies.

10. Governing Law and Interpretation.

a. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts or choice of law. Any legal action arising under or in connection with this Agreement shall be commenced in Montgomery County, Pennsylvania or in federal court in Philadelphia, Pennsylvania. This Agreement shall bind the parties hereto and their officers, directors, agents, successors, and assigns, provided, however, that Client may not assign its obligations hereunder without Member Solutions' express written permission.

b. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties hereto and supersede all prior and contemporaneous agreements between the parties, whether oral or written. Except as otherwise provided, this Agreement may be modified only by Member Solutions, upon ten (10) days notice to Client. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this Agreement.

11. Notices.

Any notice or other communication hereunder shall be by hand or overnight delivery, registered or certified mail or electronic mail. In addition, Member Solutions may provide notice to Client by posting notice on its website, www.membersolutions.com. Unless otherwise provided herein notice shall be deemed to have been given or made when delivered, mailed or posted to the other party at its address set forth herein.

RATE SCHEDULE

PAYMENT METHOD	RATES	MEMBER SOLUTIONS RATES BASED ON MONTHLY BILLING PER LOCATION				
		\$5K to \$10K	\$10K TO \$15K	\$15K TO \$20K	\$20K TO 30K	\$30K & OVER
EFT/ACH	5.5%	4.90%	4.75%	4.50%	4.25%	(call for custom quote)
Visa/MasterCard/Discover	7.9%	7.65%	7.25%	6.90%	6.50%	(call for custom quote)
American Express	8.9%	8.65%	8.25%	7.90%	7.50%	(call for

						custom quote)
Statement/Coupon Book	9.9%	9.65%	8.90%	8.50%	7.90%	(call for custom quote)
NOTES:						

BY ACCEPTING THE TERMS AND CONDITIONS, YOU ARE LEGALLY BOUND. FURTHERMORE BELOW CONSTITUTES CLIENT'S AUTHORIZATION FOR MEMBER SOLUTIONS TO ELECTRONICALLY DEPOSIT FUNDS TO THE BANK ACCOUNT PROVIDED ABOVE (IF APPLICABLE).