



The Leader in Payment Processing

## DEBIT CARD AGREEMENT

This Debit Card Agreement ("Agreement") is being entered into by and between Harris, N.A. ("BANK") and the Merchant identified on the attached Application (which is incorporated herein and constitutes a part of this Agreement as if fully set forth herein and which is hereafter referred to as the "Application"). In this Agreement, the words "you" and "your" mean the Merchant and the word "we", "our" and "us" refer to BANK. This Agreement governs the terms applicable to the provisions of certain services with respect to your transactions involving on-line debit cards. All references to the Application in this Agreement mean both the Application attached to this Agreement when it is first executed by you and us and any supplemental versions of the Application mutually agreed upon when you open additional locations or when you otherwise request additional or different services.

**Services Provided.** You wish to purchase from us and we wish to sell to you certain services (the "Services") necessary for the processing and settlement of your on-line debit card transactions submitted to the debit networks which are hereinafter referred to individually as a "Debit Network" and collectively as the "Debit Networks." You represent that you have entered into a Card Processing Agreement with the BANK for the processing and settlement of credit cards and off-line debit cards. The Services provided under this Agreement are not available to you unless you have entered into a Card Processing Agreement with us.

You agree that during the term of this Agreement and subject to the other provisions of this Agreement, and unless otherwise specifically agreed to in writing by us, this Agreement shall be a "requirements contract," which means that we (directly or through others) shall be the sole provider of such Services.

**Charges.** We shall charge the BANK processing fee set forth on the attached Application for each debit transaction submitted to each Debit Network regardless of whether such transaction is approved, declined, or determined invalid. In addition, you will be assessed for each debit transaction a debit network fee, which is a blended fee based on the transaction fees assessed by the various Debit

**Networks.** The current debit network fee set forth on the attached Application is based upon Debit Network fees currently in effect and upon certain sponsorship arrangements made by us with a Debit Network Sponsor (Sponsor) for your sponsorship needed to participate in each applicable Debit Network. You agree that should any Debit Network or Sponsor raise or lower its interchange fees or other charges, we shall have the right to adjust your fees to reflect the increase or decrease in such fees or charges. You agree to pay for all Debit Network or Sponsor setup fees, chargeback fees and adjustment fees including but not limited to late fees which may be imposed by Debit Networks and Sponsors. You agree to pay any taxes imposed on the Services furnished to you on the transactions under and subject to this Agreement and such taxes shall be added to the charges owed to us and shall be deducted from the settlement monies due to you in accordance with the Agreement terms. Any taxes so imposed shall be exclusive of the taxes based on our net income. We shall charge you the daily/monthly fees as set forth on the Application for the Services to be provided pursuant to this Agreement and such other fees as set forth thereon and such amounts will be payable as provided for in Section 10. Said fees may be collected hereunder in accordance with the terms and provisions of this Section and Section 10. We may require you to pay us any extra or special charges imposed by third parties plus our reasonable handling charge for any supplies that we provide, and, if applicable, an overnight shipping charge.

If you believe any adjustments are needed with respect to any debits or credits effected by us, with respect to your account designated by you, as the account to be credited by us, for debit card transaction amounts due to you hereunder (hereinafter, the "Settlement Account"), for any amounts due to or due from you, or if you have any other questions or concerns regarding the Services, or regarding any report provided by us, you shall notify us in writing, within forty-five (45) days after such debit or credit is effected, such transaction in accordance with the Services is processed and settled, or such report is provided. If you fail to notify us within such time frame, we shall not be required to investigate the matter or effect any related adjustment, absent any gross negligence or willful misconduct by us. If you notify us after such time period, we may, in our discretion and at your cost, investigate the matter addressed in your notice, but we shall not have any liability to effect any related adjustment absent any gross negligence or willful misconduct by us. Any voluntary efforts by us to investigate such matter, shall not create any obligation to continue such investigation, or to investigate any future notice of a question, concern or possible adjustment that is not timely submitted.

**Acceptance of Cards.** You will honor any valid on-line debit card properly tendered for use for on-line point-of-sale debit transactions for the Debit Networks. You shall not engage in acceptance practices or procedures that discriminate against, or discourage the use of, any debit card in favor of any other competing card brand that is also accepted. You shall not complete any point-of sale on-line debit transaction that has not been authorized. You may store and forward data for later authorization if permitted by the applicable Debit Network within the time frames and in accordance with the rules and procedures established by such Debit Network. You shall display the applicable Debit Network program marks or signs or decals at or near the point-of sale devices to inform the public that certain debit cards will be honored by you and shall not indicate, directly or indirectly, that any Debit Network endorses any goods or services other than its own services. No right, title or interest in or to the program marks has been transferred or is being transferred in this Agreement, except the non-exclusive right to use the program marks as provided in this Agreement. You shall promptly cease all use of a program's marks upon termination of your participation in the applicable Debit Network.

**Access to the Service.** Upon this Agreement becoming effective as provided in Section 16, we shall make the Services selected by you operational and available to you upon a mutually agreed upon implementation plan. You agree to cooperate with us and provide us with all necessary information and

assistance required for us to successfully make the Services operational and available to you.

**Availability of Terminals.** You shall take all reasonable steps necessary to ensure that all point-of-sale devices and PIN (personal identification number) pads shall be available for use by the cardholders of each Debit Network to which you are being provided access for the cardholders' on-line debit card transactions and you shall ensure that such devices and PIN pads function in a reliable manner. Systems Data and Confidentiality.

**BANK Systems.** All BANK Systems are and will remain the exclusive property of BANK or licensors of such BANK Systems, as applicable, and, except as expressly provided in this Agreement, you shall have no ownership interest or other rights in any BANK System. You acknowledge that the BANK Systems include our proprietary information and agree to keep the BANK Systems confidential at all times. Upon the expiration or termination of this Agreement you will return all copies of all manuals or other items relating to the BANK Systems which are in your possession and certify to us in writing that you have retained no material relating to the BANK Systems. You agree that upon termination of this Agreement you will not reverse-engineer or disassemble and will decompile or destroy the BANK off-line conversion capability and data that resides in your system and agree not to use BANK's off-line conversion capability or data with any other processor. You acknowledge that such capability is proprietary and unique to BANK and is considered confidential under this Agreement.

**MERCHANT Information.** Information relating to you or your clients contained in your data files is your exclusive property and we will only be the custodian of that information. We agree to hold in confidence all your and your clients' proprietary information provided to us. However, upon the request of any appropriate federal or state regulatory authority with jurisdiction over your business and after we have, when reasonably possible, notified you of such request, we will allow such authority access to all your records and other information in our possession and provide any related assistance that is required.

Promptly after the termination or expiration of this Agreement and the payment to us of all sums due and owing, including without limitation any amounts due under Termination Provisions, we will, at your request and expense, return to you all of your information, data and files in our then standard format and media.

**Confidentiality.** Except as otherwise provided in this Agreement, we and you each agree that all information communicated to one by the other or the other's affiliates, whether before or after the effective date, will be received in strict confidence, will be used only for purposes of this Agreement, and except for the requirements of Section 6(b), will not be disclosed by the recipient party, its agents, subcontractors or employees without the prior written consent of the other party. Each party agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, including, without limitation, the terms of this Agreement, except as required by legal, accounting or regulatory requirements beyond the reasonable control of the recipient party. The provisions of this Section will survive the expiration of termination of this Agreement.

**Trade Secrets.** You acknowledge that the electronic funds transfer system operated by each Debit Network or its provider and all technical and operational data, specifications, marketing materials and manuals, including the Debit Network Rules as defined in Section 9 and any other information regarding such system, are proprietary to the Debit Network and/or its provider and have been developed as trade secrets at the Debit Network and/or its provider's expense. Except as provided in the following sentence, you will hold and use such property in strict confidence and as trade secrets and will not copy, sell, transfer, sublicense, assign, distribute or disclose such property or any part or parts of it in any form, to any individual, firm, corporation or other entity, nor permit any of your employees, agents, or representatives to do so either voluntarily or by operation of law without the prior written consent of BANK and the Debit Network. Internal dissemination of proprietary information by you shall be limited to your agents or employees whose duties justify the need to know such information and then only on the basis of a clear understanding by such agents or employees of their obligation to maintain the trade secret or confidential status of such proprietary information solely to the use permitted to you. You shall be responsible for the actions of your agents and employees within the scope of their employment with respect to such proprietary information. If you or any of your employees, agents or representatives shall attempt to use or dispose of any such property in a manner other than as expressly permitted under the applicable Debit Network Rules, you agree that the Debit Network and its provider shall have the right to injunctive relief enjoining such use, disposition, attempted use or disposition, it being acknowledged that legal remedies are inadequate to protect the Debit Network and its provider.

**Availability of Services.** We will use reasonable efforts to cause the Services to be available to you 24 hours a day, 7 days a week, subject to scheduled maintenance and scheduled downtime.

**Use of Services.** You assume exclusive responsibility for the consequences of any oral or written instructions you may give to us, for your failure to properly access the Services in the manner prescribed by us, and for your failure to supply accurate input information. You shall be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition, and for notifying us of any errors in the foregoing after receipt of the applicable report from us. You will reject all incorrect reports or output within two (2) Business Days after receipt of daily reports or output, within five (5) Business Days after receipt of annual, quarterly or monthly reports or output, and within three (3) Business Days after receipt of all other reports or output. You will be responsible for the quality and accuracy of all data provided to us. We may, at our option, return to you for correction before processing any data submitted by you which is incorrect, illegible or otherwise not in proper form. If you do not provide your data to us in accordance with our specified format and schedule, we will use reasonable efforts to reschedule and process the data

You will comply with all operating instructions issued by us to you from time to time. Except as otherwise provided in this Agreement, you will be responsible for

the supervision, management and control of your use of the BANK Systems, including without limitation (1) implementing sufficient procedures to satisfy your requirements for the security and accuracy of the input you provide, and (2) implementing reasonable procedures to verify reports and other output from us within the time frames specified here in above.

You agree that you will use the Services in accordance with such reasonable rules as may be established by us from time to time as set forth in any materials furnished by us to you. You agree that, except as otherwise contemplated herein or otherwise permitted by us, you will use the Services only for your own internal and proper business purposes and will not resell, directly or indirectly, any of the Services or any portion thereof to any third party.

**Access to Debit Networks.** You shall sign appropriate agreements with each applicable Debit Network and/or Sponsor and agree to comply with the rules, regulations, procedures and other membership duties and obligations of the Debit Networks (the "Debit Network Rules") as from time to time in effect, which are applicable to you. Any penalties incurred by us or you for your failure to comply with Debit Network Rules will be your responsibility. We may, upon receipt of verbal or written instructions from any Debit Network or Sponsor to which we are providing access hereunder, immediately cease to provide to you, including your clients, access to such Debit Network. We shall use reasonable efforts to promptly notify you of such interruption in Debit Network access.

**Settlement of Debit Card Transactions.** After receiving the applicable settlement files from the applicable Debit Network, we will transfer settlement funds to you with respect to your on-line debit card transactions processed by us by initiating a transfer of applicable settlement funds received from the Debit Networks through the Automated Clearing House ("ACH") to your Settlement Account (defined below); this will generally occur the second banking day after we process the applicable transactions. You will designate an account at a depository institution within the United States of America as the account to be debited and credited for card transactions, fees and chargebacks (the "Settlement Account"). All settlements to you for on-line debit card transactions will be based upon gross sales, less credits/refunds, adjustments, per transaction fees when due, chargebacks, and any other amounts then due from you to us. All deposits to your Settlement Account or other payments to you are subject to BANK's final audit and checking, and you agree that BANK, upon notice to you, may charge or credit your account for any deficiencies and overages or may deduct such amounts from settlement funds due to you.

We may, within our sole discretion, delay your settlement payments for up to seven (7) days, which period will begin after the settlement payments were received by us. In this event, you acknowledge that we will, and you expressly authorize us to, delay your settlement payments for up to seven days. This delay of your settlement funds does not preclude us from exercising our right to establish an escrow/security account or to suspend payments pursuant to Section 15 of this Agreement. The settlement payments will begin to be credited to your Settlement Account, less any monies owed us, on the next business day following expiration of this rolling delay period. This rolling delay of the settlement payments will be ongoing and continue as long as we are providing your processing services.

We shall not have any responsibility to settle your transactions involving Cards other than on-line debit cards under this Agreement.

We will not be liable for any delays in receipt of funds, failure to receive funds, or errors in debit and credit entries caused by third parties including but not limited to the Debit Networks or your financial institution. In the event there are insufficient funds in your Settlement Account to pay any monies owed to us, you agree to immediately reimburse us for these monies upon demand, or at our option, we may deduct monies owed from any settlements due to you.

**Chargebacks/Adjustments.** You specifically agree that we may charge back to you any transaction amount (commonly referred to as a "chargeback" or "adjustment") for the reasons stated and within the time frames permitted by the then current Debit Network Rules or pursuant to applicable law. You agree that we may also chargeback any other transaction amount which is settled by us pursuant to this Agreement if such chargeback/adjustment is permissible under the applicable Debit Network Rules in effect at the time of or subsequent to the execution of this Agreement.

**Laws and Governmental Regulations.** Each party to this Agreement shall comply with all applicable laws and governmental regulations in the performance of its respective responsibilities and obligations hereunder. If providing any of the Services to you hereunder violates, or in our reasonable opinion is likely to violate, any applicable laws or governmental regulations, or should we receive instructions from a governmental agency having authority over your business instructing us to cease providing any or all of the Services, or should you cease operations, then we may, upon oral notice to you, immediately cease providing the affected Services to you. This Debit Card Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without regard to conflicts of law provisions.

**Limitation of Liability - Indemnification.** Notwithstanding any other provisions in this Agreement, the following shall apply: WE MAKE NO WARRANTIES TO YOU, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We will undertake reasonable efforts to make the Services available during the hours referred to in the Section of this Agreement entitled "Availability of Services"; however, we cannot and do not guarantee such availability. Accordingly, our sole liability to you or any third party (including your clients) for any claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of the delay of, or interruption in the Services provided or to be provided by us hereunder, shall be to use our reasonable efforts to commence or resume the Services as promptly as reasonably practicable.

You shall indemnify and save harmless us and any third party providing services hereunder (Providers and Sponsors) and each Debit Network and said Debit Network's participants from any and all claims, liabilities or losses, including reasonable costs and attorney's fees, arising or resulting from your, or your employees, agents, or representatives (1) failure to abide by a requirement of this Agreement, (2) violation of any applicable law or regulation or order, (3) misuse of any protected mark of a Debit Network, (4) willful misconduct fraud or gross negligence in the use of the Services, (5) effecting transactions with the use of a lost stolen, counterfeit, or misused debit card in the use of the Services, or (6) conduct of your business.

Neither we nor any Provider or Sponsor shall be liable or deemed to be in default for any delay or failure to perform under this Agreement or for any interruption in the Services resulting, directly or indirectly, from any cause beyond its reasonable control.

You shall indemnify and hold us harmless from any claims, liabilities or losses, including costs and attorney's fees resulting from our compliance with the verbal or written instructions of any Debit Network.

We shall not have any duty of indemnity or liability to you or any of your clients for any and all claims, liabilities or losses, including reasonable costs and attorney's fees, arising or resulting from your use of the Services, except to the extent that such claim, liability or loss is due solely to our willful misconduct, fraud or gross negligence.

IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR AS A RESULT OF ENTERING INTO OR RELYING UPON THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

Each party will be excused from performance under this Agreement, except for any payment obligations, for any period and to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other party or any act of God, war, civil disturbance, court order, labor dispute, third party nonperformance or other cause beyond its reasonable control, including failures, fluctuations, or non-availability of electrical power, heat light air conditioning, or telecommunications equipment. Such nonperformance will not be a default or a ground for termination as long as reasonable means are undertaken to expeditiously remedy the problem causing such nonperformance. Notwithstanding the foregoing, during any period when our performance is hindered or precluded by reason of any of the aforesaid causes, your obligations to make payments hereunder shall be reduced on an equitable basis.

Each party will indemnify, defend and hold harmless the other from any and all claims, actions, damages, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and expenses, arising out of any claims of infringement by the indemnitee of any United States letters patent, any trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by common law or by any law of the United States or any State alleged to have occurred because of Systems provided or work performed under this agreement. However, this indemnity will not apply unless the indemnitee informs the indemnitor as soon as practicable of any claim or action alleging such infringement and has given the indemnitor full opportunity to control the response thereto and the defense thereof, including, without limitation, any agreement relating to settlement. Termination Provisions.

If you default in the performance of your obligations under this Agreement other than under Section 14(b) through 14(f), and you fail to cure such default within ten (10) days after receiving written notice specifying such default, then we may terminate this Agreement, and upon such occurrence any and all amounts payable hereunder shall be due and payable in full without demand or invoice of any kind.

If you fail to pay any daily fees when due, then we may terminate this Agreement immediately upon notice to you and, any and all amounts payable hereunder shall be due and payable in full without demand or invoice of any kind.

If you become or are declared insolvent or bankrupt, are the subject of any proceedings relating to your liquidation or insolvency or for the appointment of a receiver, conservator or similar officer, or make an assignment for the benefit of all or substantially all of your creditors or enter into any agreement for the composition, extension, or readjustment of all or substantially all of your obligations, then upon such occurrence this Agreement shall immediately be terminated without notice, and all amounts payable hereunder by you to us shall thereupon be due and payable in full without demand or invoice of any kind. You agree that this Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the Bankruptcy Code.

If you materially default in your performance under this Agreement by effecting transactions with lost, stolen, or counterfeit debit cards or engage in or cause irregular debit card transactions to occur either by your own actions or that of your employees, representatives, or agents, then upon such occurrence, this Agreement shall immediately be terminated without notice, and all amounts payable hereunder by you to us shall thereupon be due and payable in full without demand or invoice of any kind.

If the Card Processing Agreement between you and us is terminated or if you are only processing and settling on-line debit card transactions with us and not

credit card transactions, then we may terminate this Agreement immediately upon notice to you and, any and all amounts payable hereunder shall be due and payable in full without demand or invoice of any kind.

We may terminate this Agreement at any time upon fifteen (15) days written notice.

The provisions of this Agreement governing processing of on-line debit cards will continue after termination of this Agreement until all card transactions made prior to termination are settled or resolved. In addition, the provisions in Sections 11, 12, 13, 14, 15, and 17(a) and (b) and your obligations to us for amounts due pursuant to this Agreement shall survive any termination.

**Escrow Account.** You agree that after any termination of this Agreement, you shall continue to bear total responsibility for any and all chargebacks and adjustments resulting from transactions processed pursuant to this Agreement. For a period of 280 days after termination, you shall maintain an escrow account with us in an amount equal to the preceding 270 days of your chargeback and adjustment dollar volume (or, if this Agreement has been in effect less than 270 days, an amount equal to 9 times your average monthly chargeback and adjustment dollar volume during the term of this Agreement). The requirement to maintain an escrow account shall not limit our right to debit or withhold ongoing settlement payments for chargebacks and adjustments and potential chargebacks and adjustments. Escrowed funds may be used to settle chargebacks and adjustments (whether arising before, on or after termination) whenever there are not sufficient settlement funds due to you to cover such chargebacks and adjustments.

We will refund any monies remaining in such escrow account to you no later than 280 days after termination of this Agreement, and will provide you with an accounting of any sums debited or credited from or to such account. If the escrow account is not sufficient to cover the chargebacks and adjustments due from you pursuant to this Agreement, or if the escrowed funds have been released, you agree to promptly pay us such sums upon request.

**Term.** You indicate, by signing the Application or by submitting Card transactions, your acceptance of and agreement to the terms and conditions of this Agreement. This Agreement is effective only (i) if and when we note our acceptance of it, (ii) we process Card transactions you submit, or (iii) upon full execution. Unless otherwise agreed by the parties, the initial term ("Initial Term") of this Agreement is three (3) years. Thereafter, this Agreement will automatically renew for successive one-year terms (the "Renewal Terms") unless either party gives the other party written notice at least one-hundredtwenty (120) days prior to the expiration date of the Initial Term or the Renewal Term then in effect that the Agreement will not be renewed beyond such term.

#### Miscellaneous.

**Binding Nature and Assignment.** The terms of this Debit Card Agreement shall be binding upon any successors or assigns and it shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer the Services provided under and pursuant to the terms of this Debit Card Agreement without our prior written consent.

**Notices.** All notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of debit card transactions) shall be in writing; shall be sent by mail, courier, or facsimile; if to you at your address appearing on the Application, and if to us at 1231 Durrett Lane, Louisville, Kentucky, 40285-0001, Facsimile (502) 315-2948, Attention: Customer Services; and shall be given (1) if sent by mail when received, (2) if sent by courier when delivered, and (3) if sent by facsimile, when transmission is confirmed.

**Relationship of Parties.** We, in providing Services, are acting as an independent contractor and do not undertake by this Agreement or otherwise to perform any of your regulatory or contractual obligation. We have the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by us under this Agreement.

**Changing This Agreement.** We may change this Agreement at any time upon at least fifteen (15) days advance notice. However, in the event of changes in the Debit Network rules or for security or risk control reasons certain changes may become effective on shorter notice.

**System Enhancements.** If, after the effective date of this Agreement, you request us to perform or provide any system enhancements, customer reports, or related service enhancements that are different from or in addition to the system, services and reports we agree to provide you as of the effective date of this Agreement (collectively, "System Enhancements"), we will use reasonable efforts to provide such System Enhancements if you pay us the additional fees charged by us for such System Enhancements. Following receipt of any request for System Enhancements, we shall provide you with a description of the System Enhancements to be made, together with an estimate of our fee for providing such System Enhancements. If you thereafter instruct us to make such System Enhancements, we shall do so and you shall pay the additional fees charged by us for such Systems Enhancements.

**Waiver.** A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this Agreement.

**Termination by Debit Networks.** The parties acknowledge that the Debit Network Rules give the Debit Networks certain rights to terminate or limit this

Agreement with respect to transactions involving on-line debit cards.

Signature; General Provisions. Your signature, a facsimile copy of your signature, a digitally stored image of your signature, or a unique digital signature on or captured within (as applicable) the Application attached to this Agreement serves as the signature for this Agreement. The parties to this Agreement expressly acknowledge and agree that the parties to this Agreement may choose to contract via electronic means and that such contracts shall have the same force and effect as if conducted via conventional form. Notwithstanding anything to the contrary elsewhere in this Agreement or in other agreements you may have with us, it is expressly acknowledged and understood that all such electronic contracting is and shall be conducted pursuant to the provisions of Kentucky Revised Statutes §369.010 et seq. The parties to this Agreement also expressly acknowledge and agree that any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Agreement shall have the same force and effect as the original form of this Agreement. You indicate, by signing the Application or by submitting sales data, your acceptance of and agreement to the terms and conditions of this Agreement.

Dispute Resolution and Arbitration. If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provision in Section 12 of this Agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act.

**Merchant**

**Harris, N.A.**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of Signer:** \_\_\_\_\_

**Name of Signer:** \_\_\_\_\_

**Title of Signer:** \_\_\_\_\_

**Title of Signer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_