

NEWTEK MERCHANT SOLUTIONS

MERCHANT PROCESSING AGREEMENT ZERO COST PROCESSING ADDENDUM

This Zero Cost Processing Addendum (this "Addendum") to the "MERCHANT AGREEMENT" (comprised of the Merchant Processing Application and the Terms and Conditions, all as may be modified, supplemented and/or amended from time to time, including without limitation by this Addendum), among SYNOVUS BANK ("Bank"), NEWTEK MERCHANT SOLUTIONS, LLC ("NMS") and the "Merchant" identified below, is effective as of the "Effective Date" set forth below between NMS and Merchant. Capitalized terms used, but not defined, herein shall have their respective meanings as set forth in the Merchant Agreement.

ZERO COST PROCESSING PROGRAM DESCRIPTION

NMS offers a program by which a merchant can accept credit card payments and not be charged the credit card processing fees and costs set forth in the Merchant Agreement (the "ZCP Program"). Under the ZCP Program, the merchant's customer pays a "Technology Fee" for the use of NMS's payment technology that is in addition to the price charged by the merchant for the goods or services; the Technology Fee is paid to NMS and the price paid for the goods or services is paid to the merchant.

AGREEMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Merchant elects to participate in the ZCP Program on the terms set forth in this Addendum.
2. So long as Merchant continues to participate in the ZCP Program, Merchant will not be charged the processing fees and costs for credit card transactions otherwise set forth in the Merchant Agreement. Merchant may discontinue its participation in the ZCP Program by providing NMS at least fifteen (15) days' prior written notice. Merchant understands and agrees that NMS may cease making the ZCP Program available in general or to Merchant at any time. In the event Merchant discontinues its participation in the ZCP Program or NMS ceases making the ZCP Program available to Merchant, Merchant will be charged the processing fees and costs for credit card transactions set forth in the Merchant Agreement.
3. The Technology Fee to be charged to Merchant's customers shall be _____ above the price paid for the goods or services for the same transaction.
4. Merchant agrees to abide by all requirements of the ZCP Program, including without limitation any instructions provided by NMS for Merchant's participation in the ZCP Program, and all applicable laws and the Network Rules.
5. This Addendum is intended to supplement the terms and conditions of the Merchant Agreement and should be read together with the Merchant Agreement as one complete agreement, with all other terms and conditions set forth in the Merchant Agreement, including without limitation any limitations on liability or disclaimers applicable to NMS set forth therein, being expressly incorporated herein and interpreted to apply to Merchant's participation in the ZCP Program. In the event of any conflicts between the terms of this Addendum and the Merchant Agreement, the terms of this Addendum shall control.
6. Merchant acknowledges and agrees that this Addendum is solely between Merchant and NMS, and that the Bank is not a party to this Addendum. Merchant further agrees that Bank will have absolutely no liability with respect to the ZCP Program or this Addendum and that Merchant will defend and hold the Bank harmless with respect to any claims relating to the ZCP Program.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

Effective Date: _____

NEWTEK MERCHANT SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____