

ADDENDUM TO THE MERCHANT TRANSACTION PROCESSING AGREEMENT

"FECR PROGRAM" AGREEMENT

The merchant identified below ("Merchant") acknowledges that it will receive the ECR and Credit Card Processing Device ("Equipment") indicated on this Addendum to the Application under the following terms and conditions:

1. Ownership. The Equipment is and will remain at all times, the exclusive property of United Bank Card, Inc. ("UBC") or its assigns, and Merchant's use of the Equipment confers no ownership rights of any kind on Merchant.
2. Fees. **Merchant authorizes UBC to debit annually from the account indicated below ("Account") \$79 as an Annual Fee for each set of Equipment sent to the Merchant in the FECR Program.** Any additional Equipment will be subject to an additional Annual Fee per set of Equipment. Merchant is responsible for purchasing all paper and supply products through UBC or its designated affiliate. Merchant shall have the option to have the Equipment programmed to their specifications via the Online Configurator prior to shipment of the Equipment. The Annual Fee is assessed within the first 30 to 60 days after the account has been approved and then again on each successive anniversary date. The annual fee includes priority replacement (of Equipment of equal to or lesser value), shipping fees apply. See Section 8 for further details. **If applicable, as a condition of approval, Merchant authorizes UBC to debit a security fee of \$99 based on a determination by the Underwriting Department.** If Underwriting determines that such a fee is necessary Merchant will again be asked to assent to this fee upon the completion of the Online Configurator. The \$99 fee shall be deducted from your account in three equal payments of \$33. The \$33 dollar payments shall be deducted in monthly installments during the first three months of Merchants term. In the event the account closes and the cash register is returned to UBC in normal use condition and the Merchant has no outstanding balance on its account the \$99 dollars will be returned within ten (10) business days; otherwise UBC reserves the right to use these funds to offset costs or outstanding balances.
3. Location. Each Merchant will be eligible for one Equipment package per Merchant Location. If Merchant wants additional Equipment they shall be subject to an additional Annual Fee.
4. Use/Term. Merchant will use the Equipment for business purposes only, solely to process credit and debit card transactions through UBC and with no other card processor, for no other purpose. Merchant will not sell or lease the Equipment, and will not allow anyone else to use the Equipment for any reason. UBC has the right to change the terms of this agreement at any time.
5. Maintenance. Merchant acknowledges that it has been trained on the proper use of the Equipment. Merchant will maintain the Equipment in good condition and repair. Merchant will locate the Equipment on Merchant's premises, and will not remove it without UBC's prior written consent. Merchant will not change or remove any lettering or numbering on the Equipment.
6. Return. If Merchant ceases processing card transactions with UBC, or if Merchant's contract with UBC terminates, Merchant will return the Equipment to UBC within 30 days and UBC is authorized to repossess the Equipment. If any Equipment is not returned, whole or in part, the Merchant will owe UBC **\$649 dollars.** If Merchant is receiving replacement Equipment it shall return the replaced Equipment whole or in part (as applicable). With respect to a replacement of Equipment, Merchant shall have thirty (30) days to return Equipment, whole or in part, to UBC. **If Merchant does not return the Credit Card Processing Device within thirty days of receipt of replacement Merchant shall be charged \$195. If Merchant does not return the ECR within thirty days of replacement it shall be charged \$649.** Equipment returned in excess of normal wear and tear will be considered as a Loss as described in Section 7. In the event the Equipment is returned more than thirty (30) days from the date of termination an additional \$75 restocking fee will apply. Merchants are responsible for all return shipping costs and must ship Equipment back to United Bank Card at 140 W. Main Street, High Bridge, NJ 08829 (or as updated upon notice). If Equipment is not returned to this address it will be considered not returned.
7. Loss. If the equipment breaks due to normal wear and tear, UBC will provide priority replacement of the Equipment with comparable Equipment and will ship to merchant within 72 hours from receipt of notice. Delivery times will be based on the option the Merchant chooses as described in Section 8 below. Merchant will be responsible for all other loss, theft, destruction or damage to Equipment. If that happens, Merchant will notify UBC, will hold the Equipment or any wreckage, and will owe **UBC \$649 dollars. If damage or loss is solely to the Credit Card Processing Device Merchant shall owe \$195.** Merchant authorizes UBC to debit the Account for any amount owed under this agreement.
8. Shipping. All ECRs in the FECR Program will be shipped via UPS Ground Shipping, UPS 2nd Day Air Shipping, or UPS Next Day Air Shipping or an entity providing similar service ("Courier") (as selected in the account setup form. Merchant authorizes UBC to debit the amount for shipping from your account in the amount of **\$25 for UPS Ground, \$51.50 for UPS 2nd Day Air, and \$76.95 for UPS Next Day Air Saver,** when the unit ships. Shipping fees shall apply any time the Equipment is shipped to or from UBC. UBC shall have no liability for failure of Equipment to reach its destination in a timely manner once it has delivered the Equipment to the Courier.
9. Miscellaneous. This agreement is not assignable by Merchant, is governed by New Jersey law, and is binding upon the successors and assigns of Merchant and UBC. If this agreement is held by a court to be unenforceable for any reason, the agreement will be narrowed by the court to the extent required to be enforceable. All controversies arising out of this agreement will be brought in state or federal court located in Hampton, New Jersey. This constitutes the entire agreement between the parties relating to its subject matter.