

# Secure Payment Systems "Payday Express Plus" Transaction

Merchant Business Name \_\_\_\_\_ MID # \_\_\_\_\_

The undersigned Purchaser ("Purchaser") and retailer / service provider ("Merchant") agree as follows:

- All information contained in or made a part of this Pay Day Security Agreement ("Agreement") is true and correct.
- Purchaser agrees that Merchant may request authorization from Secure Payment Systems, Inc. ("SPS") for the checks ("PayDay checks") and understands that if authorized, SPS may be obligated to reimburse Merchant if they are not honored by Purchaser's financial institution when presented as either paper instruments, check images, or electronic debits. Merchant acknowledges receipt of the check(s) listed below from Purchaser. Purchaser approves of SPS obtaining and considering Purchaser's personal credit information for the purpose of making authorization decisions. Merchant and Purchaser agree that the PayDay check having the first deferred deposit date shall be deposited the next banking day after the purchase date and shall be of an amount equal to not less than thirty-three and one-third (33 1/3) percent of the sum total value of all the PayDay checks contemplated by this transaction. Merchant and Purchaser agree that (1) the remaining checks shall each be of the equivalent amount to cover the balance due and (2) shall be electronically deposited approximately thirty (30), sixty (60), and ninety (90) days after the purchase date and (3) that the sum total of all PayDay checks covered by this Agreement shall be less than or equal to two thousand dollars (\$2,000.00).
- By signature below Purchaser represents, warrants, and guarantees that the above PayDay checks will be honored and paid by Purchaser's financial institution when presented, and authorizes SPS and/or Merchant to deposit (and re-deposit) such PayDay Checks via electronic ACH debit, paper draft, or image replacement document on or after the deferred deposit dates. Purchaser agrees to pay SPS the face amount of any PayDay check not honored by Purchaser's financial institution along with a service charge of twenty-five dollars (\$25.00) or the maximum allowed by law, plus interest, penalties, collection costs, and reasonable attorney's fees.
- SPS is an intended beneficiary of this Agreement, and the parties agree that this Agreement shall be governed by the laws of the State of Nevada. Venue for any action arising out of this Agreement to which SPS is a party shall be in a state court of competent jurisdiction in Clark County, Nevada.
- If there is a conflict between any part of this Agreement and any present or future law or regulation or act, the part of this Agreement that is so affected shall be modified only to the extent necessary to bring it within the requirements of such law or regulation or act.

\$ Amount	Check #	Deposit	Approval #
<input type="text"/>	Chk # 1	Immediate *	Chk # 1 _____
<input type="text"/>	Chk # 2	30 days *	Chk # 2 _____
<input type="text"/>	Chk # 3	60 days *	Chk # 3 _____
<input type="text"/>	Chk # 4	90 days *	Chk # 4 _____
<input type="text"/>	<b>Total Purchase \$ Amount</b>		<b>Today's Date</b> ___/___/___

\* timing may vary slightly within a couple of days

## Customer Personal Information (please print clearly):

Customer Printed Name \_\_\_\_\_

Customer Authorization / Signature \_\_\_\_\_

Home # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Street Address (no PO Box) \_\_\_\_\_ Apt / Suite # \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Current Employer Business Name \_\_\_\_\_

Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Work # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

# Yrs at Current Employer \_\_\_\_ Full Time / Part Time \_\_\_\_ ("FT" or "PT")