

RESOLVERGROUP PRODUCT SUBSCRIPTION and LICENSE AGREEMENT

This Agreement for use of the ResolverGroup Application (the "Agreement") is entered into between ResolverGroup, LLC, a Nevada Limited Liability Company ("Licensor") and _____, with its principal office at _____ ("Subscriber"). The parties hereby agree as follows:

1. Definitions

1.1 "Application" means the ResolverGroup Product to be implemented for Subscriber under Section 14 herein, as that Application may be modified in accordance with Section 4.

1.2 "Confidential Information" means information in any form that a party knows or reasonably should know is the confidential, non-public information of the other party. Without limiting the foregoing, Confidential Information shall include (a) the Application, and (b) all Personally Identifiable Information.

1.3 "Effective Date" means the date that this Agreement is signed by both parties.

1.4 "Personally Identifiable Information" means any account holder specific data created or obtained in connection with the use of the Application, including names, addresses, transactional data, account numbers, and any other personally identifying information.

1.5 "Term" means the time period beginning on the Effective Date and ending upon the effective date of any termination of this Agreement.

2. License. Subject to the terms of this Agreement and only for the Term, Licensor grants Subscriber a limited, non-exclusive, non-transferable, non-sublicenseable, revocable license to access and use the Application through the use of an Internet browser, solely for the purpose of Subscriber's internal use and not for the benefit of any third party. All rights not expressly granted hereunder are expressly reserved by Licensor.

3. Title. All title, ownership rights, and intellectual property rights in and to the Application, and any enhancements, improvements, derivative works or other modifications thereto, including without limitation any changes suggested or requested by Subscriber, are and shall remain at all times the sole property of Licensor. No proprietary or intellectual property rights transfer to Subscriber as a result of this Agreement.

4. Upgrades and Additional Offerings. Licensor or persons acting on behalf of Licensor may modify the Application during the Term, including by adding, modifying or removing features at any time during the Term in its sole discretion. Such changes may apply to all Application users or to groups of Application users.

5. Term and Termination.

5.1 This Agreement begins on the Effective Date and continues until terminated by either party by giving thirty (30) days prior written notice to the other party.

5.2 Licensor may suspend Subscriber's access to the Application at any time without notice if Licensor reasonably believes that Subscriber has violated any material term of this Agreement.

6. Customer Support. Subscriber may obtain reasonable technical support relating to its use of the Application by telephoning the customer support number or emailing the address designated for such use by subscribers, but specifically excluding support relating to implementation and reconfiguration of the Application. Licensor represents that support agents will use commercially reasonable efforts to respond to support requests by the end of the business day following the date of receipt of such requests. Support inquiries may be placed only by authorized user personnel of Subscriber who have username and password access to the Application.

7. Confidentiality.

7.1 Each party ("Recipient") agrees to keep confidential and not disclose or use, except in performance of its obligations under this Agreement, any Confidential Information of the other party ("Discloser"). To the extent reasonably required to perform its obligations under this Agreement, Recipient may use and disclose Confidential Information of Discloser internally, including with employees, consultants and contractors who are bound by confidentiality obligations at least as restrictive as those stated herein.

7.2 Notwithstanding Section 7.1 above, unless otherwise authorized by Subscriber, Licensor will not use or disclose Personally Identifiable Information other than as follows, provided that at all times Licensor complies with all applicable laws, regulations (including specifically regulations of all federal banking agencies and the Federal Trade Commission) and its privacy and security policy provided to Subscriber: (i) to process transactions through the Application and to otherwise maintain and support Subscribers' accounts; (ii) to communicate with Subscriber regarding issues relating to the Application or transactions; (iii) for Licensor's internal business planning purposes; and (iv) to obtain services from third parties relating to the Application, provided that any such third party is bound by obligations prohibiting use by or disclosure to any third party of such Personally Identifiable Information.

7.3 Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by Recipient; (ii) is rightfully known by Recipient at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by Recipient without use of or access to Discloser's Confidential Information; (iv) Recipient rightfully obtains from a third party without restriction on use or disclosure; or (v) is disclosed with the prior written approval of Discloser.

7.4 Recipient may disclose the Confidential Information of Discloser: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over Recipient, provided that Recipient gives Discloser prompt notice of any such order or requirement; or (ii) on a confidential basis to Recipient's legal, financial or security advisors.

7.5 Subject to Section 7.2 above, the parties agree that any data or information other than Personally Identifiable Information that relates in any manner to account usage via the Application and that is acquired by Licensor in the course of its provision of the Application or its services under this Agreement will belong equally to each party, and nothing in this Agreement shall prohibit either party from disclosing or using such data or information in its aggregate form.

8. No Warranty. Subscriber acknowledges that Licensor is engaged in the publishing business only. The Application(s) is/are published SOLELY as general information resources. Advice, techniques and recommendations are general in nature and do not constitute legal advice in any particular matter. Subscriber is urged to consult his or her own legal counsel if legal advice is desired in a particular circumstance. The content of publications of Licensor ARE NOT WARRANTED to be free of errors or omissions.

LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, FUNCTIONALITY OR NONINFRINGEMENT. Licensor MAKES NO WARRANTY THAT: (i) USE OR OPERATION OF THE INTERNET SITE OR THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; OR (ii) LOSS OF DATA WILL NOT OCCUR; OR (iii) MESSAGES OR REQUESTS WILL BE DELIVERED IN A

TIMELY FASHION; OR (iv) THE INFORMATION PROVIDED IN OR THROUGH THE APPLICATION IS ACCURATE, COMPLETE OR CURRENT.

9. Limitation of Liability.

9.1 NEITHER PARTY WILL BE LIABLE TO THE OTHER, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR DELAY, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ADDITIONALLY, THE AGGREGATE LIABILITY OF Licensor TO SUBSCRIBER FOR ANY AND ALL LOSSES, DAMAGES, COSTS OR EXPENSES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE CLAIM), WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL FEES ACTUALLY PAID BY SUBSCRIBER TO Licensor UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

9.2 NOTWITHSTANDING SECTION 9.1 ABOVE, IN NO EVENT WILL Licensor BE LIABLE TO SUBSCRIBER FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHERWISE, ARISING OR RESULTING FROM: (A) MISTAKE, THEFT, FRAUD OR OTHER MISCONDUCT BY SUBSCRIBER, ITS EMPLOYEES OR AGENTS, OR BY ANY THIRD PARTY, IN CONNECTION WITH THE APPLICATION; OR (B) ANY USE OF ANY MACROS.

9.3 The parties expressly acknowledge and agree that Licensor and Subscriber have entered into this Agreement in reliance upon the limitations of liability specified herein.

10. Responsibility for Use of Subscriber's Account.

10.1 Subscriber is solely responsible for all use of its Application account. Subscriber is responsible for maintaining the confidentiality of its passwords, account numbers and other information, and for appropriate segregation of duties for Application users. Subscriber agrees to keep its passwords and account numbers confidential, and to notify Licensor immediately if it learns that a password or account number has been compromised.

10.2 Subscriber will not, and will not permit any employee, agent or other third party to undertake any action intended to interfere with effective operation of the Application or violate any applicable law or regulation in connection with this Agreement. Subscriber will indemnify and hold harmless Licensor and its officers, directors, and employees from any claim or damage sustained by Licensor as the result of any breach by Subscriber of this Section 10.2.

11. Assignment. Subscriber may not assign its rights or obligations under this Agreement without the prior written consent

of Licensor, which will not be unreasonably withheld. Any assignee of Subscriber must agree to be bound by the terms and conditions of this Agreement.

12. Miscellaneous. This Agreement is the complete agreement of the parties regarding the subject matter hereof and supercedes any prior oral or written agreements or representations. The failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. The non-performance of a party will be excused for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. Except as otherwise provided herein, this Agreement may be amended only by a written amendment signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. This Agreement will be governed by Delaware law, excluding its conflict of laws principles. The exclusive forum and venue for any dispute arising under or in connection with this Agreement will be in any court of competent jurisdiction located in Las Vegas, Nevada, and the parties hereby consent and agree to submit to the general jurisdiction of any court in that venue. Signatures transmitted electronically or via facsimile shall have the same force and effect as the original. Each party to this Agreement is responsible for compliance with the Agreement by its employees and authorized agents.

13. License Fees; Implementation Services, Limited Warranty and Limitation of Liability for Implementation Services.

13.1 Subscriber will pay to Licensor the annual license fees set forth in Exhibit A to this Agreement ("License Fees"). License Fees (and, if applicable, annual support fees) are due and payable within thirty (30) days of receipt of an invoice from Licensor.

13.2 Subscriber will be implemented as a user of the Application in accordance with Licensor's customary implementation procedures ("Implementation Services"). Subscriber will pay any reasonable travel expenses (if any) for Implementation Services within thirty days of invoicing by Licensor.

13.3 A finance charge of 1.5% per month or the highest amount permitted by law (whichever is lower) will be assessed on any undisputed payments received after the due date.

13.4 Notwithstanding the warranty disclaimer contained in Section 8 herein, Licensor warrants that it will perform the Implementation Services in a good and workmanlike manner. **SUBSCRIBER'S SOLE REMEDY FOR BREACH OF THE FOREGOING WARRANTY WILL BE FOR LICENSOR TO REPROGRAM SUBSCRIBER'S APPLICATION ACCOUNT TO CORRECT ANY DEFECT RESULTING FROM SUCH BREACH. LICENSOR WILL HAVE NO LIABILITY FOR IMPLEMENTATION DEFECTS RESULTING FROM CONDUCT OR DEFECTIVE INFORMATION PROVIDED BY SUBSCRIBER.**

13.5 Subscriber will confirm that all Subscriber processes and Subscriber information (including rules and other specifications regarding Subscriber's account) are accurately and adequately included and implemented in the Application by Licensor.

In witness whereof, each party has caused its duly authorized representative to execute this Agreement.

Licensor: ResolverGroup, LLC

By: _____
Name: _____
Title: _____
Date: _____

Subscriber: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
Annual License Fees and Payment of Annual License Fees

Check Management Solutions - ONLINE

Annual subscription for comprehensive check loss and recovery resources, including the Check Issue Resolver™, forms and letters. Fees are based upon the number of seats/User ID's.

| <i>Number Seats</i> | <i>Annual Fee Years 1 & 2</i> | <i>Annual Fee (After Year 2)</i> |
|---|---------------------------------------|--------------------------------------|
| <input type="checkbox"/> One | \$1,500 | \$2,500 |
| <input type="checkbox"/> Additional individual seats/user ID's / Ea | \$1,000 | \$1,500 |
| Enter quantity _____ | | |