

Merchant Participation Agreement

THIS MERCHANT PARTICIPATION AGREEMENT ("Agreement") is made this ____ day of _____ 20__ by and between _____, whose principal place of business is _____ (hereinafter referred to as "Merchant") and MetaBank whose principal place of business is 4900 S. Western Avenue, Sioux Falls, South Dakota 57108 (hereinafter referred to as "Bank").

WHEREAS, one or more automated teller machines ("ATMs") are located on Merchant's premises.

WHEREAS, certain ATMs located on Merchant's premises (i) participate through Bank in electronic funds transfer networks (as existing from time to time, the "Networks") pursuant to an arrangement ("ISO Arrangement") between Merchant and an ISO (as defined below); and (ii) are connected via telecommunications to a data processing platform of a company controlled by First Data Corporation (each a "First Data Company").

WHEREAS, such participation enables Merchant to originate Network transactions at ATMs using debit and/or credit cards participating in the Networks.

WHEREAS, in consideration of Merchant's participation in the Networks through Bank, Merchant has agreed to make certain representations and covenants directly to Bank.

In consideration of the promises set forth herein, Merchant and Bank hereby agree as follow:

1. Definitions. The terms set forth below and used in this agreement shall have the following meaning:

Applicable Law means (i) Any U.S. or non-U.S. federal, state, local or other law or statute; (ii) any rule or regulation issued by a governmental authority; and (iii) any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to either party or the subject matter or transactions contemplated by this Agreement, including the federal Bank Secrecy Act and the regulations implemented by the Office of Foreign Asset Control.

Covered ATMs means Merchant's ATMs that are listed on Schedule 1 attached hereto (as amended from time to time by the parties) and that are both (i) serviced by an ISO pursuant an ISO Arrangement existing on the date hereof; and (ii) connected via telecommunications to a First Data Company data processing platform.

Independent Sales Organization or ISO means a non-member agent who is registered with the applicable Networks by Bank to deploy ATMs as provided in an agreement between ISO and Bank.

Merchant Application means the application attached hereto as Exhibit A and incorporated herein.

Operating Rules means the By-Laws and operating rules of the Networks, as amended from time to time.

Principal means any person directly or indirectly, beneficially or otherwise, owning ten percent (10%) or more of Merchant, and any officer or director of Merchant.

Scrip Terminals are terminals that do not dispense cash and do not qualify as ATMs under various Operating Rules.

2. Merchant Representations and Warranties. Merchant represents and warrants to Bank the following:

2.1 All representations, statements and information made/provided by Merchant or on Merchant's behalf herein, in the Merchant Application, or in any document relating hereto or thereto, are true, accurate and complete at the time of completion and Merchant

will update such information to Bank from time to time and upon request of Bank.

2.2 This Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

2.3 Each Covered ATM is serviced by an ISO.

2.4 Merchant is duly organized, validly existing, and is in good standing under the laws of the State where licensed or registered and is authorized to do business in each state in which the nature of Merchant's activities make such authorization necessary or required.

2.5 The execution, delivery and performance of this Agreement by Merchant are not in conflict with Merchant's articles of organization, by-laws, or any agreement, contract, lease or obligation to which Merchant is a party or by which it is bound and Merchant has the full power and authority to execute and deliver this Agreement and perform all its obligations hereunder.

2.6 Merchant is engaged in the business as denoted in the attached Merchant Application.

2.7 Neither Merchant nor any Principal of Merchant has been the subject of any of the following which has not been disclosed to the Bank:

a. Criminal conviction (except minor traffic offences and other petty offenses):

b. Administrative or enforcement proceeding commenced by the Securities and Exchange Commission, or any other state or federal regulatory agency; or

c. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on the part of Merchant or any principal thereof.

3. Merchant Authorizations and Covenants.

3.1 Merchant hereby authorizes Bank to (a) investigate Merchant and/or Principals, (b) confirm any information provided on the Merchant Application and (c) confirm the accuracy of any representations, warranties or covenants made by Merchant in this Agreement. For this purpose, Bank may utilize credit bureau reporting agencies and/or its own agents. Bank agrees to maintain information relating to Principals in confidence and to not reuse or disclose such information other than in connection with the purpose for which it was obtained or as required by law.

3.2 Merchant will comply with the Operating Rules of each Network and Applicable Law with respect to the placement, servicing, operation and use of Covered ATMs and Merchant's participation in the Networks.

3.3 Merchant will provide prompt written notice to Bank of any change in information on the Merchant Application.

3.4 Merchant will provide prompt written notice to Bank of any material adverse change in the assets, operations or condition, financial or otherwise, of Merchant; and, any change in Principals.

3.5 Covered ATMs are placed in service with the assurance that such ATMs have not been altered or subject to unauthorized modifications or tampering prior to or at the time placed into service or anytime thereafter and are in compliance with all applicable Operating Rules.

3.6 Each Covered ATM will at all times during the term of this Agreement be serviced by ISO.

3.7 Merchant acknowledges that Scrip terminals are not covered by this Agreement and Scrip Terminals do not participate in any Networks through Bank. Any incorrect activation of Scrip Terminals, whether intentional or unintentional, programming changes, or any other attempt on the part of Merchant to fraudulently receive fees from Scrip Terminals will result in (i) full repayment of all fees collected, from the date such Scrip Terminal was incorrectly activated, (ii) a possible fine from applicable Network(s), and (iii) immediate termination of participation of Covered ATMs in Networks through Bank.

4. Bank Covenants. Subject to the terms hereof, Bank shall allow Covered ATMs to participate in the Networks through Bank pursuant to the ISO Arrangement and in accordance with the Operating Rules. For the avoidance of doubt, Bank is under no obligation to allow ATMs that are not driven by a First Data Company to participate in any Networks.

5. Term and Termination.

5.1 This Agreement shall commence as of the date first set forth above, and shall continue until terminated pursuant to Paragraph 5.2. below.

5.2 This Agreement may be terminated immediately upon termination of the ISO Arrangement. In addition, Bank may terminate this Agreement and/or participation of Merchant and/or any Covered ATM into any Network immediately if: (A) Merchant breaches any covenants or agreements contained in this Agreement or if any of Merchant's representations or warranties contained herein are inaccurate; or (B) Bank believes, due to any of the following, that the continued participation of Merchant through Bank could have an adverse effect on Bank or make it commercially impractical to continue providing the services hereunder: (i) changes in Operating Rules; (ii) changes to, or interpretations of, Applicable Law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to the Bank by such authority; or (iii) the occurrence of any circumstances with respect to this Agreement or the subject matter hereof.

6. Indemnification. Merchant shall indemnify and hold harmless Bank, its parent and affiliates, and its and their respective officers, directors, employees and permitted assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including the cost of investigating the claim, the cost of litigation, and reasonable attorneys fees, whether or not legal proceedings are instituted) (collectively, "Claims") paid or incurred by or on behalf of Bank which in any way directly or indirectly relate to, result from or arise out of: (A) any breach of any representation, warranty or covenant of Merchant contained in this Agreement or any schedule, exhibit or attachment, including the Merchant Application; (B) any act or omission of Merchant; (C) Merchant's violation of, or failure to comply with, the Operating Rules or the ISO Arrangement; (D) any Claim of a third party directly or indirectly relating to, resulting from or arising out of this Agreement, participation of an ATM through Bank, the provision of services under the ISO Arrangement, or the provision of terminal driving services by a First Data Company (including any Claim for indemnification by any Network or member thereof); or (E) a payment transaction or attempted payment transaction and arising out of any of the events or causes listed in the Operating Rules.

7. Third Party Beneficiary of ISO Arrangement. Merchant and Bank acknowledge and agree that Bank is a third party beneficiary of the ISO Arrangement and all rights of ISO under the ISO Arrangement may also be enforced by Bank for its own benefit.

8. Limitation of Liability. THE BANK'S CUMULATIVE AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO \$10,000.

9. Exclusion Of Damages. IN NO EVENT WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. THIS IS A SERVICE AGREEMENT, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

11. Assignment. Merchant shall not assign any of its rights or duties created by this Agreement without Bank's prior written consent. A transfer of control of majority interest in Merchant's business shall be deemed such an assignment.

12. Fees. Any fees charged by Bank for Merchant's and/or Covered ATM's participation in the Networks will be charged by Bank directly to ISO.

13. Miscellaneous.

13.1 Governing Law; Forum Selection. This Agreement will be governed by, interpreted and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Any action brought by either party against the other arising out of or related in any manner to this Agreement will be exclusively brought in the appropriate judicial forum located in Delaware, and not in any other state court or in any federal court based on diversity of citizenship.

13.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original hereof, and all of which taken together will constitute one and the same agreement.

13.3 Entire Agreement. This Agreement and the Merchant Application contain the entire agreement of the parties and supersede any prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. There are no representations, warranties, agreements, arrangements, or understandings, oral or written between the parties relating to the subject matter of this Agreement which are not fully expressed herein, or in the Merchant Application. The parties agree

that the traditional formulation of the parol evidence rule (whereby extrinsic evidence may not be used to vary or contradict the unambiguous terms of a document that represents a final and complete expression of the parties' agreement) will govern in any action or proceeding that may ensue concerning this Agreement.

13.4 Amendment. This Agreement may be amended only by a writing duly executed by both parties.

13.5 Survival. Provisions of this Agreement that are intended to survive termination or expiration hereof to give effect to their intent or purpose shall survive the termination or expiration hereof, including Section 6 (Indemnification), Section 7 (Third Party Beneficiary of ISO Arrangement), Section 8 (Limitation of Liability), Section 9 (Exclusion of Damages), Section 10 (Disclaimer of Warranties) and Section 13 (Miscellaneous).

13.6 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

13.7 Binding Effect. Unless otherwise expressly noted, this Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns and no other person shall acquire or have any right under or by virtue of this Agreement. Furthermore, unless otherwise expressly noted, nothing herein shall be implied, or is intended to be construed, to confer upon or give any rights or remedies to any third parties (including third party beneficiaries) under or because of this Agreement to any person or entity.

13.8 Notices. All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (A) upon personal delivery (whether by messenger, overnight delivery, telegram, or otherwise), (B) upon facsimile transmission (receipt of which is orally confirmed by the recipient) or upon transmission by tested telex, or (C) three (3) business days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail, return receipt requested, and addressed to the parties at the address first set forth in this Agreement or in accordance with such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly given upon receipt thereof.

13.9 Insurance. Merchant will obtain and retain insurance coverage adequate to conduct the type of business in which it is engaged.

13.10 Waiver. No course of dealing or failure to enforce any provision or exercise any right under this Agreement by either party shall be construed as a waiver of such provision or right, affect the validity of this Agreement or curtail the ability of any party to enforce such provision or exercise such right in the future.

13.11 Construction. Section headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to any Section are to such Section of this Agreement. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" or "includes" is not limiting. The Exhibits and Schedules referred to herein shall be construed with and as an integral part of this Agreement to the same effect as if they were set forth verbatim herein.

13.12 Further Assurances. The parties from time to time after execution of this Agreement, without further consideration, will execute and deliver, as appropriate, such documents and take such actions as may be reasonably necessary or proper to carry out and consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date first written above.

Merchant Name

Principal/Officer Signature

Printed Name and Title

MetaBank

Officer Signature

Printed Name and Title

EXHIBIT A
MetaBank
Merchant Application

For Internal Use Only
Merchant #: _____

Company (Merchant)

1. Name: _____ 2. Tax Identification #: _____
3. Address 1: _____
4. Address 2: _____
5. City: _____ 6. State: _____ 7. Zip: _____
8. E:mail: _____ 9. Phone: _____ 10. Fax: _____

Principal Owner (Applicant)

11. Name: _____
12. Address 1: _____
13. Address 2: _____
14. City: _____ 15. State: _____ 16. Zip: _____
17. Home Phone: _____ 18. Driver License State: _____ 19. Percent of Ownership*: _____
20. Cell Phone: _____ 21. Driver License #: _____
22. Social Security Number: _____ 23. Date of Birth: _____

*** If Applicant owns less than 50% of Company, additional Applicant/s must complete a Merchant Application until at least 50% of Company is represented.**

Unless you are a governmental agency, answers to the following questions must be attested to by an authorized representative of Applicant and apply, as applicable, to both the Company and the Principal Owner:

24. Has Applicant ever been convicted of any felony under state, federal or foreign law or is Applicant currently under investigation for any violation under state, federal or foreign law? Yes No (If yes, attach explanation)
25. Has Applicant ever had a state-issued regulatory or business license revoked? Yes No (If yes, attach explanation)
26. Has Applicant ever entered into a consent agreement or been adjudicated in a state or federal regulatory enforcement action or is such an enforcement action currently pending against Applicant, including enforcement actions related to violations of the Bank Secrecy Act or other anti-money laundering statutes?
 Yes No (If yes, when, by which authority, what was the nature of the violation, and what was the disposition?)
27. Has Applicant filed bankruptcy within the last ten years? Yes No
28. Company owns/leases the ATMs listed on Schedule 1 to the Agreement? Yes No
29. Company has access to the inside of the ATMs and/or owns the cash in the ATMs? Yes No
30. Company has been doing business with the ISO below since: Prior to November 1, 2005 After November 1, 2005

General Release

In connection with my application for network participation, I and the company that I represent understand that investigative background inquiries are to be made concerning myself including some or all of the following: consumer reports, investigative consumer reports, criminal, and other reports. These reports may include information as to my character, credit worthiness, general reputation, personal characteristics, mode of living, work habits, performance, and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various federal, state and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as claims involving me from the files of insurance companies.
I authorize, without reservation, any party or agency contacted by MetaBank or its agent to furnish the above mentioned information:
Print Full Name: _____
Applicant's Signature: _____

Independent Sales Organization (ISO)

Company Name: _____ Phone #: _____ ISO #: _____
Contact Name: _____ E:mail: _____

Fax completed Merchant Application and Merchant Participation Agreement to 440.779.2490

Schedule 1
Covered ATMS

Location Name

Address

City

State

Zip