MARKETING AGREEMENT – Check Services

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 200__ , by and between Red Check ("RCI"), a Division of Paytriot Inc., a Wyoming company, and _____, a _____.
("CONTRACTOR") Company Name Type of Business

W I T N E S E T H:

WHEREAS, CONTRACTOR engages in the business of the sale of Electronic Check Transaction Services and various other services (as defined below); and

WHEREAS, RCI presently provides such Electronic Check Transaction Services to merchants and RCI wishes to expand its market share by retaining CONTRACTOR to assist RCI in selling its services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I. DEFINITION

Section 1.1. Definitions. The following terms shall have the meaning specified herein.

"Check" has the meaning defined in the Texas Commercial Code.

"Contract Term" means the initial term of this Agreement as set forth in Section 5.1 hereof, or any one-year renewal term of this Agreement if this Agreement is renewed pursuant to Article V below.

"Gross Sales" means, for any time period, the gross generated by a Merchant, which is processed by RCI.

"Merchant" means any bona fide seller of goods, services or both procured by CONTRACTOR on behalf of RCI and which has entered into a written agreement with RCI which sets forth the terms and conditions under which RCI agrees to provide Electronic Check Transaction Services.

"Merchant Agreement" means the form of written application and agreement designated and approved by RCI for CONTRACTOR to use in marketing RCI's Electronic Check Transaction Services to prospective Merchants.

"Electronic Check Transaction Services" means the processing and settlement of Merchant Transactions including, but not limited to (i) merchant processing and settlement, (ii) merchant customer activation and approval, (iv) merchant security and recovery, (v) merchant customer and other "back office" services, and (vi) merchant charge back and retrieval services.

"Merchant Program" means the Electronic Check Transaction Services provided by RCI to Merchants procured by CONTRACTOR pursuant to this Agreement.

"Merchant Program Standards" means the credit criteria, standards, policies and procedures

established by RCI to be used by CONTRACTOR in the soliciting of prospective Merchants and other policies and procedures established by RCI and designed to promote Merchant satisfaction and to preserve relationships with existing Merchants.

"Merchant Transaction" means the purchase by a consumer by means of a Check of goods or services from a Merchant.

"Person" means any individual, corporation, partnership, joint venture, trust, or unincorporated organization.

"Regulatory Authority" means, as the context requires, the Office of the Comptroller of the Currency, the Federal Deposit Insurance network(s), National Automated Clearing House Association (NACHA), and any other federal or state agency having jurisdiction over RCI or CONTRACTOR.

"Rules" means the rules and regulations of any Regulatory Authority (including without limitation the National Automated Clearing House Association rules), as the same may be amended or supplemented from time to time.

Section 1.2. Construction. Unless the context otherwise clearly requires, words used in singular include the plural, and words used in the plural include the singular.

ARTICLE II. MARKETING OF MERCHANT PROGRAM

Section 2.1. Marketing of RCI's Merchant Program. RCI hereby appoints CONTRACTOR as an Independent Contractor to market RCI's Electronic Check Transaction Services to prospective Merchants in accordance with this Agreement.

Section 2.2. Duties of CONTRACTOR. CONTRACTOR shall locate prospective Merchants that CONTRACTOR believes to be likely candidates for Electronic Check Transaction Services with RCI. CONTRACTOR shall obtain such information and documentation as RCI may reasonably require on each prospective Merchant. For each such Merchant that CONTRACTOR thus procures, CONTRACTOR shall obtain the Merchant's duly authorized signature on a Merchant Agreement (complete with applicable discount rate and all pertinent information required by the Merchant application form and any other forms required by RCI).

Section 2.3. Form of Merchant Agreement. CONTRACTOR shall only utilize the form of Merchant Agreement, which has been designated and approved by RCI. RCI shall have authority to amend or revise the form of Merchant Agreement from time to time and the right to establish and amend or revise the discount rate, buy rate, transaction fees, and all fees due from the Merchant. Each Merchant Agreement shall set forth the terms and conditions under which RCI will provide Electronic Check Transaction Services to Merchants.

Section 2.4. RCI to Approve All Merchant Agreements. CONTRACTOR acknowledges that approval of a Merchant creates a customer relationship between RCI and the Merchant, which involves, among other things, the collection and disbursement of funds to process and settle Merchant Transactions. RCI shall, in its sole discretion, make the final decision as to whether or not to approve or decline any Merchant Agreement submitted to RCI in accordance with this Agreement.

Section 2.5. Acceptable Merchants. CONTRACTOR shall market only to bona fide and lawful businesses.

Section 2.6. Ownership of Merchant Accounts. Merchant Accounts and Merchant Account records related to Electronic Check Transaction Services shall be and remain the sole and exclusive property of RCI. RCI specifically reserves the right to assign RCI's rights and obligations under Merchant Agreements to third parties.

Section 2.7. Supplies; Training. CONTRACTOR shall make available to each Merchant an adequate amount of initial materials and supplies necessary for each Merchant to complete Merchant Transactions. CONTRACTOR shall provide each Merchant with necessary training in the procedures and rules applicable to the use of checks and the operation of appropriate terminals.

Section 2.8. Adverse Information. CONTRACTOR shall promptly notify RCI in writing if it becomes aware (i) of any adverse information about the financial condition, solvency or bankruptcy (voluntary or involuntary) of any Merchant, or (ii) of any other adverse information indicating that any Merchant's honoring or use of checks is other than the bona fide sale of goods or services in a lawful retail business.

Section 2.9. Other Marketing Organizations. Nothing in this Agreement shall affect or limit RCI's rights to establish contractual relations with independent marketing organizations or other independent sales organizations to market Electronic Check Transaction Services for RCI.

Section 2.10. No solicitation of Merchants. During the term of this Agreement, CONTRACTOR for a period of two years shall not actively solicit or otherwise cause any Merchant to leave, transfer, or otherwise take any of its Electronic Check Transaction Services business to another check processing service, financial institution, or other authorized provider of its Electronic Check Transaction Services.

Section 2.11. Compliance with Rules and Regulatory Authorities.

(a) CONTRACTOR will comply with all applicable laws and regulations, including without limitation, such laws and regulations of federal, state and local governmental authorities and the National Automated Clearing House Association, as required.

(b) If a Regulatory Authority makes a demand on either RCI or CONTRACTOR that the parties (or either of them) discontinue or substantially modify this Agreement or asserts that the responsibilities conducted hereunder is in violation of any NACHA rules, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which event this Agreement shall be terminated as provided in Article V below, and neither party shall be deemed in default hereunder by reason of such termination. Upon such termination, RCI shall continue to pay compensation due to CONTRACTOR as provided in Section 5.2 unless prohibited by the Regulatory Authority.

Section 2.12. Promotional Materials. CONTRACTOR shall use only such marketing, advertising or other promotional materials approved in writing by RCI that comply with this Agreement, all applicable laws and regulations, and the Rules. Before submitting such materials to RCI for its approval, CONTRACTOR shall independently determine that such materials are in full compliance with this Agreement, all applicable state and federal laws and regulations, and the NACHA rules. CONTRACTOR shall keep such materials updated as necessary to assure continued compliance.

ARTICLE III. COMPENSATION AND EXPENSES

Section 3.1. Expenses. CONTRACTOR shall be responsible for and shall pay to RCI all registration fees and expenses relating to CONTRACTOR's involvement with the Merchant Program. CONTRACTOR shall be responsible for and shall pay each and all of its contractors or employees in connection with the performance of its duties or activities hereunder. RCI shall have no obligation

whatsoever to reimburse CONTRACTOR for any expenses incurred by it in connection with this Agreement.

Section 3.2. Legal Review. Each party shall be responsible for their own expenses for any subsequent legal fees or expenses in connection with reviewing changes to such documents or materials or new documents or materials proposed or used by CONTRACTOR.

Section 3.3. Compensation to CONTRACTOR. Not later than the (15th) fifteenth business day of the month following each month for which compensation is due to CONTRACTOR hereunder RCI will pay to CONTRACTOR an amount equal to such compensation as is determined in accordance with Schedule A attached hereto and incorporated herein for all purposes. In the event of any discount price changes implemented by RCI generally applied to all CONTRACTOR's during the term of this Agreement which result in discount rate changes to Merchants, Schedule A may be changed by RCI in an amount determined by RCI and effective as of the date of the price change. RCI agrees to pay CONTRACTOR its compensation calculated hereunder by crediting an account maintained by CONTRACTOR for that purpose. RCI shall have the sole right to adjust the rate of a merchant.

Section 3.4. Compensation Payable After Termination of Agreement. If this Agreement is terminated because of the expiration of a Contract Term or if CONTRACTOR terminates this Agreement pursuant to Article VI below as a result of a default by RCI, RCI shall continue to pay compensation due under Section 3.3 to CONTRACTOR as provided in Section 5.2 below. If, however, this Agreement is terminated by RCI as a result of default by CONTRACTOR, the provisions of Section 6.4 below shall control.

Section 3.5. Withholding of Certain Payments. In the event RCI suffers any loss, liability or damage relating to the fraudulent activity of a sales agent of CONTRACTOR in connection with the Merchant Program, RCI may withhold amounts due to CONTRACTOR under this Agreement until RCI has fully recovered the amount of such loss.

Section 3.6. Setoff Rights; Security Interest in Deposits. RCI shall have the right to set off and apply against all obligations of CONTRACTOR owed to RCI, at any time and without notice to CONTRACTOR, any and all deposits or other sums at any time credited by or owing from RCI to CONTRACTOR, whether or not the obligations of CONTRACTOR to RCI are then due. As additional security for the obligations of CONTRACTOR to RCI, CONTRACTOR hereby grants RCI a security interest in all money, instruments and other property of CONTRACTOR now or hereafter held by RCI.

ARTICLE IV. ADDITIONAL OBLIGATIONS OF CONTRACTOR

Section 4.1. Compliance with ISO/ISA Procedures and Policies. CONTRACTOR agrees to comply with RCI's ISO/ISA Procedures and Policies for Merchant Accounts. CONTRACTOR agrees that RCI may from time to time revise such procedures and policies, and CONTRACTOR agrees to comply with any revisions to the procedures and policies within thirty (30) days after receipt of such revisions.

Section 4.2. Control of Funds. CONTRACTOR acknowledges that all funds to be received or paid in connection with the Merchant Program shall be under the sole control of RCI. CONTRACTOR agrees that if any such fees, payments, or funds are inadvertently sent to CONTRACTOR, CONTRACTOR shall be deemed to have received such monies in trust for the benefit of RCI and shall immediately remit such monies directly to RCI.

Section 4.3. CONTRACTOR's Warranties and Representations.
CONTRACTOR warrants and represents to RCI as follows:

(a) CONTRACTOR represents that it has full power to enter into and complete the transactions required herein, and that this Agreement is enforceable against it in accordance with its terms, and that the activities contemplated herein do not conflict with or constitute a breach of or default under any contracts or commitments to which it is a party.

(b) If CONTRACTOR is a corporation, partnership or limited liability company, CONTRACTOR is duly organized, validly existing, and in good standing under the laws of the state in which it is incorporated or formed.

(c) CONTRACTOR is authorized to do business in each state in which the nature of CONTRACTOR's activities makes such authorization necessary or required.

(d) CONTRACTOR has the full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder. The provisions of this Agreement and the performance by CONTRACTOR of its obligations hereunder is not in conflict with CONTRACTOR's charter documents (if applicable) or any agreement, contract, lease, or obligation to which CONTRACTOR is a party or by which it is bound.

(e) Neither CONTRACTOR nor any principal of CONTRACTOR has been the subject of any of the following:

1. Criminal conviction (except minor traffic offenses and other petty offenses);

2. Credit Bureau may be used in determining eligibility;

3. Administrative or enforcement proceeding commenced by Securities and Exchange Commission, state securities Regulatory Authority, Federal Trade Commission, or any other state or federal regulatory agency; or

4. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practices on the part of CONTRACTOR or any principal thereof.

For purposes of this subsection and subsection 4.2 the word "principal" shall include any person directly or indirectly owning ten percent (10%) or more of CONTRACTOR, any persons collectively directly or indirectly owning ten percent (10%) or more of CONTRACTOR, any officer or director of CONTRACTOR, any person actively participating in the control of CONTRACTOR's business, and any spouse of any of the foregoing.

(f) At execution of this Agreement CONTRACTOR will provide RCI a list of all pending lawsuits to which it is a party or is named and will provide RCI updates as appropriate to such suits and inform RCI of any new litigation.

Section 4.4. Site Surveys. CONTRACTOR shall, upon request by RCI, perform a site survey of any Merchant requested by RCI within a reasonable period of time as specified by RCI at time of request; such site surveys to be completed by CONTRACTOR's personnel. Failure of CONTRACTOR to perform a site survey as provided herein shall be deemed to be a material default by CONTRACTOR for failure to comply with the Rules as provided in Section 6.3.

ARTICLE V. TERMS OF THIS AGREEMENT

Section 5.1. Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date of this Agreement. Unless either party notifies the other via certified mail not later than thirty (30) days prior to the expiration of the initial or any renewal term that it does not wish to renew this Agreement, this Agreement shall automatically renew for additional terms of one (1) year upon the same terms and conditions.

Section 5.2. Payment of Compensation to CONTRACTOR Following Termination. RCI agrees to make payments to CONTRACTOR as provided in Section 3.3 above as long as Merchants signed by CONTRACTOR remain in compliance with the agreement, CONTRACTOR continue to provide local support to Merchant, and the monthly compensation payments to CONTRACTOR under Section 3.3 exceeds Fifty Dollars ($50.00) per month.

ARTICLE VI. DEFAULT AND REMEDIES

Section 6.1. Default. In the event of a default by a party hereunder or a breach of any of its warranties or representations set forth herein the non-defaulting party shall provide written notice of that fact to the defaulting party. The defaulting party shall thereupon have thirty (30) days within which to cure such default (or such longer period as the non-defaulting party reasonably determines necessary to cure such default if the defaulting party promptly commences and diligently pursues cure of the default).

Section 6.2. Remedies. In the event of a default hereunder for which notice has been given as provided above and if the defaulting party has not cured such default, the non-defaulting party shall have such rights and remedies as may be available at law or in equity, including the right to terminate this Agreement and the right to sue for and recover any damages caused by such default and including also the rights of specific performance and injunctive relief.

Section 6.3. Immediate Termination for Failure to Comply with NACHA Rules. In the event of any material default by CONTRACTOR with respect to its obligation to comply with the NACHA rules, RCI may thereupon deliver reasonable specific written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall have 48 hours to cure such breach pursuant to Section 6.1 above. RCI may in its discretion immediately terminate this Agreement upon delivery of written notice of termination thereof to CONTRACTOR and without regard to the cure period for any repeated offenses for failure to comply with the Rules.

Section 6.4. Compensation Following Termination as a Result of CONTRACTOR's Default. If RCI terminates this Agreement pursuant to Article VI, RCI shall have no further obligation to pay any compensation otherwise due to CONTRACTOR pursuant to Article III above from and after the expiration of the cure period provided for in Section 6.1 above or, in the event of an immediate termination pursuant to Section 6.3 above, from and after the effective date of termination.

ARTICLE VII. CONFIDENTIAL INFORMATION

Section 7.1. Non-Compete/Non-Circumvent. CONTRACTOR agrees that it shall not, during the term of this Agreement, influence or attempt to influence any employee of RCI to terminate their employment with RCI, to work for any competitor of or any vendor, provider, marketing agent or independent sales organization of RCI, nor shall CONTRACTOR directly or indirectly solicit any customers, vendors, providers, marketing agents or independent sales organizations of RCI.

Section 7.2. Confidential Information. In performing their obligations pursuant to this Agreement, each party may have access to and receive disclosure of certain confidential information about the other party or parties, including but not limited to the names and addresses of a party's customers or members, and a party's marketing plans, objectives and test results, which are confidential and proprietary and the property of the party which disclosed the information (hereinafter "Confidential Information"). Confidential Information shall not include information in the public domain. RCI and CONTRACTOR agree that Confidential Information shall be used by each party solely in the performance of its obligations pursuant to this Agreement. Each party shall receive Confidential Information in confidence and not disclose Confidential Information to any third party, except as may be necessary to perform its obligations under this Agreement, and except as may be agreed upon in writing by the party owning the information. Upon request or upon the termination of this Agreement, each party shall return to the other party all Confidential Information in its possession in hard copy or electronic form, including by way of example but not limited to reports, plans and manuals. The Parties agree that Merchant Identities, Merchant Check data and information concerning the transactions conducted by Merchants are confidential information belonging to RCI. Any release of Confidential Information will be considered an Immediate Termination for Failure to Comply with NACHA rules as in Section 6.3. Compensation will follow under Section 6.4

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1. Indemnification.

(a) CONTRACTOR covenants and agrees to indemnify and hold harmless RCI, its parent or affiliates, and their respective officers, director, employees and permitted assigns, against any direct, indirect, contingent, special, or consequential liabilities, claims, damages, losses or expenses, arising from any legal action, claim, demand or proceedings brought against RCI (other than by CONTRACTOR) as a result of any misrepresentation, breach of warranty or no fulfillment of a covenant of this Agreement on the part of CONTRACTOR (collectively "Claim"); provided, that this provision shall not apply if such claim arises out of (i) an act of fraud, embezzlement or criminal activity by RCI, (ii) negligence, willful misconduct or bad faith by RCI, or (iii) the failure of RCI to comply in any material respect with, or to perform in any material respect its obligations under this Agreement.

(b) RCI covenants and agrees to indemnify and hold harmless CONTRACTOR and its parent or affiliates, and their respective officers, directors, permitted employees and permitted assigns, against any direct, indirect, contingent, special, or consequential liabilities, claims, damages, losses or expenses arising from any legal action, claim, demand or proceedings brought against CONTRACTOR (other than by RCI) as a result of any misrepresentation, breach of warranty or no fulfillment of a covenant of this Agreement on the part of RCI (collectively "Claim"); provided, that this provision shall not apply if such Claim arises out of (i) an act of fraud, embezzlement or criminal activity by CONTRACTOR, (ii) negligence, willful misconduct or bad faith by CONTRACTOR, or (iii) the failure of CONTRACTOR to comply in any material respect with, or to perform in any material respect its obligations under this Agreement.

(c) Each party shall promptly notify the other of any threat of a claim that such party becomes aware of and that may give rise to a request for indemnification pursuant to this Section 8.1.

Section 8.2. Compliance with Laws & Regulations. RCI and CONTRACTOR each represent and warrant to the other that it is familiar with the requirements of all applicable laws and regulations, including without limitation, such laws and regulations of federal, state and local governmental authorities and the National Automated Clearing House Association, as required. Additionally, RCI and CONTRACTOR take full responsibility for remaining abreast of all future laws and regulations pertinent to this agreement.

Section 8.3. Relationship of the Parties. RCI and CONTRACTOR agree that in performing their responsibilities pursuant to this Agreement they are in the position of independent contractors. CONTRACTOR shall undertake and perform all necessary actions to obtain and maintain such independent contractor status, including appropriate filings with the Internal Revenue Service and any other Regulatory Authority. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture between RCI and CONTRACTOR.

Section 8.4. Governing Law; Choice of Forum. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties shall be governed by and interpreted by the laws of the State of Texas, excluding the choice of law and conflicts of laws principles of that state.

Section 8.5. Severability. If one or more provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforced in accordance with its terms. The remainder of this Agreement shall remain in full force and effect.

Section 8.6. Survival. All representation and warranties shall survive the execution of this Agreement. Section 2.10 shall survive the termination of this Agreement for the time period set forth therein and Section 7.1 shall survive for a period of three years.

Section 8.7. Assignment. This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement shall not be assigned or transferred by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that RCI may assign this Agreement and its rights hereunder to a purchaser of all or substantially all the assets of RCI. Any information disclosed pertaining to assignment of merchant processing to be held as Confidential Information until public notification.

Section 8.8. Force Majeure. CONTRACTOR will be liable for any failure to perform any obligation (other than payment or reimbursement obligations) hereunder, or from delay in the performance thereof, due to causes beyond its control, including without limitation industrial disputes of whatever nature, acts of God, public enemy, acts of government, failure of telecommunications, or other calamity.

Section 8.9. Notices. All notices, requests and approvals required by this Agreement (i) shall be in writing, (ii) shall be addressed to the parties as indicated below unless notified in writing of a change in address, and (iii) shall be deemed to have been given either when personally delivered or when sent by regular United States mail, in which event it shall be sent postage prepaid upon delivery thereof, or, if sent by telegram, facsimile or telex, upon delivery thereof, as follows:

To RCI:	Red Check Solutions, 508 Main Street Marble Falls, TX 78654	**To CONTRACTOR:** _____ _____ _____
	Attention: ISO Relations Phone: (877) 733-2432 Facsimile: (830) 265-4117	**Attention:**_____ **Phone:**_____ **Facsimile:**_____

Section 8.10. Waiver. Neither of the parties shall be deemed to have waived any of its rights, powers, or remedies hereunder unless the waiving party approves such waiver in writing.

Section 8.11. Counterparts. This Agreement may be executed and delivered by the parties hereto in any number of counterparts, and by different parties on separate counterparts, which taken together, shall constitute but one and the same instrument.

Section 8.12. Amendment. The provisions of this Agreement may be amended only by an agreement in writing signed by the parties hereto.

Section 8.13. Entire Agreement. This Agreement, any Exhibits or Schedules hereto, and other documents delivered pursuant hereto constitutes the final and entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof. The parties agree that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, arbitration or other proceeding involving this Agreement.

Section 8.14. Attorney's Fees. If any action (whether legal or equitable and whether litigation or arbitration or some other proceeding) obligations hereunder (including obligations to a third party beneficiary), the prevailing party (as shall be determined by the court or other adjudicator) shall be entitled to recover its reasonable attorneys' fees and costs of suit from the other party in addition to such other relief as may be granted.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

Red Check Solutions	**CONTRACTOR**
By: _____	**By:_____**
Title: _____	**Title:_____**
Date: _____	**Date: _____**