CONVERSION INCENTIVE AGREEMENT

PCBancard

As additional consideration for Merchant agreeing to enter into the Merchant Processing Application & Agreement ("MPA") (the terms and conditions of which are incorporated herein by reference) and the Merchant's acceptance of the Conversion Incentive Offer (the "Incentive"), PCBancard, LLC ("PCB") hereby agrees to provide Merchant with a one-time payment in the sum of: **$**_____ (the "Conversion Incentive Amount") following the first ten-thousand and 00/100 dollars ($10,000.00) of Visa®, MasterCard®, Discover Card® or American Express®, transactions processed through such Merchant Account after activation to assist Merchant in offsetting a portion of any conversion costs merchant incurs by transferring its merchant transaction processing to PCB from its existing provider. As consideration for accepting the Conversion Incentive Amount from PCB in the amount from PCB the amount indicated above, Merchant hereby agrees to process all applicable credit/debit transactions exclusively with PCB for a period of no less than one (1) year from the Effective Date of the MPA.

Processing Volume as indicated on Merchant's most recent processing statement at the time of acceptance of the MPA.

Visa/MC/Amex/Disc - Conversion Incentive Amount

Monthly Volume: $_____

Calculated Incentive (0.25% × Monthly Volume × 12):

$_____

Approved Incentive (capped at $1,000):

$_____

Early Termination: Should Merchant cease to maintain the monthly processing volume stated on the MPA, terminate the MPA, or should the applicable bank or processor terminate the MPA for cause prior to the expiration of the Initial Term, Merchant hereby expressly agrees to repay PCB, in full, the Conversion Incentive Amount within ten (10) days of the effective date of any such termination. PCB shall be entitled to interest at a rate of one and one-half percent (1.5%) per month on any amount of the Conversion Incentive Amount not timely received.

ACH Authorization: Merchant hereby irrevocably authorizes PCB to debit directly from the Merchant's Account that portion of the Conversion Incentive Amount not received by PCB from Merchant within the time limit stated above. Such authorization shall survive the termination of this Agreement, the MPA, or any other agreement between the parties. Merchant shall not be entitled to, and hereby waives, any requirement for notice prior to any such debit against the Merchant Account. Merchant shall be solely responsible for all fees or charges assessed by its financial institution, or any other entity, including all overdraft and NSF charges, and irrevocably releases PCB and holds PCB harmless from all such fees and charges, regardless of cause. Nothing contained herein shall be considered to modify or change the terms and conditions contained in the MPA, and to the extent any terms are in conflict therewith, the terms and conditions of the MPA shall control.

Routing # | | | | | | | | | ACH can be performed by the following entities: PCBancard, LLC

Account# _____ The ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals.

Merchant Owner/Partner/Officer:

Print Name **Title** **Signature** **Date**

Business Legal Name **Business DBA Name**

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and PCB, hereby guarantee to PCB, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement. The undersigned, by signing below, agree to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name **Personal Guarantor Signature** **Date**

PCBancard LLC:

Print Name **Title** **Signature** **Date**