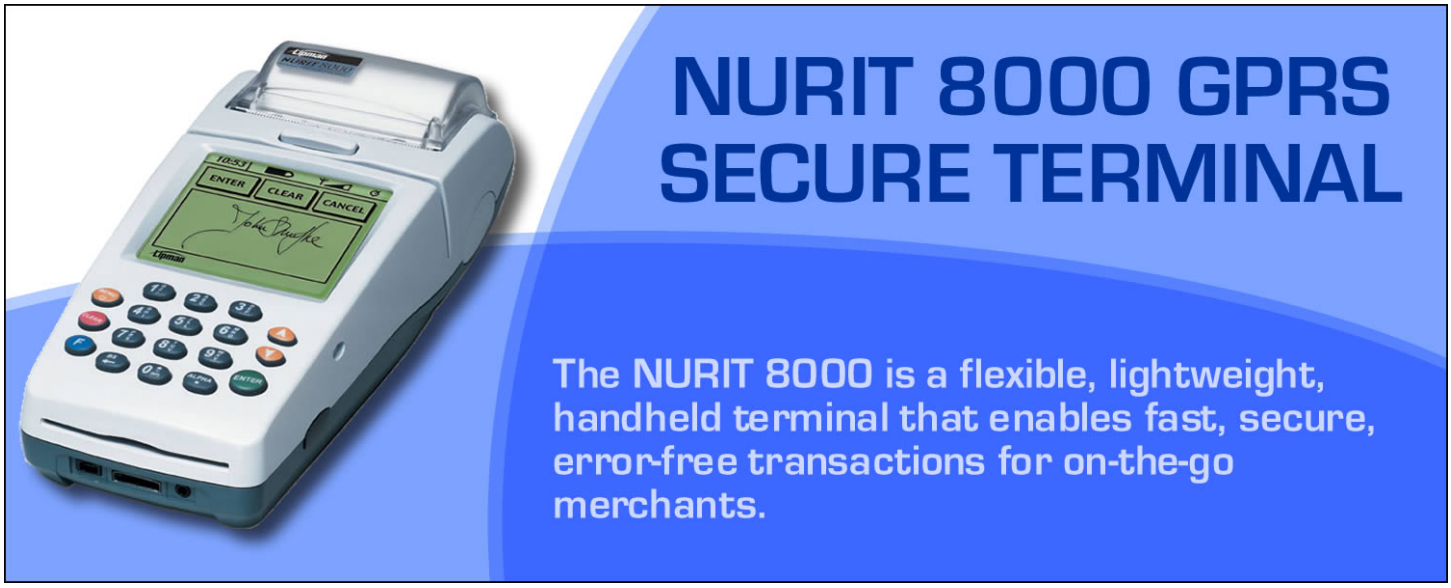
total merchant services
payment solutions for your business

FREE! Wireless Terminal Placement Program



This Agreement is a contract between the Merchant named below and Total Merchant Services, Inc. ("TMS").

Merchant has accepted the Nurit 8000 GPRS Secure Terminal (the "Equipment"), and acknowledges that its initial use of the Equipment shall serve as confirmation that it has been presented with, and has read, understands and agrees to be bound by the APRIVA End-User Airtime Agreement. Merchant will receive a copy of such End-User Airtime Agreement with the welcome kit sent to Merchant by TMS.

Merchant agrees that the Equipment is the property of TMS, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with TMS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value ($750). In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence.

Merchant agrees to indemnify and hold TMS harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment.

Merchant understands that TMS agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice yearly, and that each additional incident will incur a fee of ($99).

The use of the Equipment will be subject to the availability of certain wireless related service, and will be subject to certain legal and regulatory requirements and/or third party license and use restrictions.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

Merchant Owner/Partner/Officer:

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

The undersigned, who will derive a benefit by the entering into of the above Agreement between Merchant and TMS, herby guarantee to TMS, 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**
_____	_____	

Merchant's Email or Fax: _____