

This Personal Guaranty (the "Guaranty") is made this [REDACTED] day of [REDACTED], 20 [REDACTED], by the undersigned, [REDACTED] (hereinafter, each individually, the "Guarantor"), in favor of Priority Payment Systems LLC ("PRIORITY"), and relates to the obligations of [REDACTED] (hereinafter, "Merchant") to PRIORITY, as set forth in the ACH Services Merchant Agreement, dated the [REDACTED] day of [REDACTED], 20 [REDACTED] (the "Agreement").

Guarantor hereby acknowledges, agrees, and promises to perform as follows:

1. PURPOSE AND CONSIDERATION: Guarantor acknowledges that the execution and delivery of this Guaranty by Guarantor is a condition to PRIORITY entering into the Agreement with Merchant, and is made to induce PRIORITY to enter into the Agreement. Guarantor is a stockholder, partner, member, manager, officer or director of Merchant.

2. GUARANTY: Guarantor hereby absolutely, unconditionally and irrevocably, guarantees the full and prompt payment by Merchant of each and every present and future liability, debt and obligation (the "Guaranteed Obligations") of the Merchant under the Agreement.

Further, if Merchant should fail to pay any of the Guaranteed Obligations on the due date thereof (whether due on demand, at stated maturity, upon acceleration or otherwise) or any other Event of Default (as such term is defined in the Agreement) shall occur or exist, or if Merchant should dissolve or become insolvent, or if a petition for an order for relief with respect to Merchant should be filed by or against Merchant under any chapter of the Bankruptcy Code (as such term is defined in the Agreement), or if a receiver, trustee or conservator should be appointed for Merchant or Guarantor or any of Merchant's or Guarantor's property, or if Merchant should default in the observance or performance of any covenant or agreement with PRIORITY and such default shall not be cured within any cure period mutually agreed upon in writing by Merchant and PRIORITY, then, in any such event and whether or not any of the Guaranteed Obligations is then due and payable or the maturity thereof has been accelerated or demand for payment from or performance by Merchant has been made, then PRIORITY may without notice to Guarantor make any or all of the Guaranteed Obligations immediately due and payable hereunder as to Guarantor and PRIORITY shall be entitled to enforce the Guaranteed Obligations of Guarantor hereunder.

3. GUARANTY AS INDEPENDENT: The obligations of Guarantor hereunder are independent of the obligations of Merchant, and Guarantor expressly agrees that a separate action or action may be brought and prosecuted against Guarantor whether or not any action is brought against Merchant and whether or not Merchant is joined in any action against Guarantor and that PRIORITY may pursue any rights or remedies it has under the Agreement and under this Guaranty in any order or simultaneously or in any other manner.

4. WAIVER BY GUARANTOR: Guarantor hereby waives:

- i) any right to require PRIORITY to proceed against, give notice to or make demand upon Merchant;
- ii) any right to require PRIORITY to pursue any remedy of PRIORITY;
- iii) any right to participate in or to direct the application of any security held by PRIORITY;
- iv) any defense arising out of any disability or other defense of Merchant, including cessation, impairment, modification, or limitation, from any cause, of liability of PRIORITY or of any remedy for the enforcement of such liability; and
- v) any and all rights under OCGA § 10-7-24, et seq.

5. SUBORDINATION BY GUARANTOR: Guarantor hereby agrees that any indebtedness of Merchant to Guarantor, whether now existing or hereafter created, shall be subordinated to any indebtedness of Merchant to PRIORITY.

6. AUTHORIZATIONS TO PRIORITY: Guarantor authorizes PRIORITY, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to:

- i) change, renew, compromise, extend, accelerate or otherwise change the time for payment of any amounts under the Agreement;
- ii) waive or fail to take action with respect to any default by Merchant under the Agreement; and
- iii) waive or fail to take action with respect to any remedy under the Agreement.

7. APPLICATION OF PAYMENTS RECEIVED BY PRIORITY: Any sums of money that PRIORITY receives from or on behalf of Merchant may be applied by PRIORITY to reduce any indebtedness of Merchant to PRIORITY as PRIORITY, in his sole discretion, deems appropriate.

8. TERMINATION OF GUARANTY: This Guaranty may not be terminated by Guarantor and shall terminate upon the full payment and satisfaction of all of the Guaranteed Obligations.

9. NOTICES AND DEMANDS. All notices and demands under this Guaranty shall be in writing and shall be deemed properly given if: (i) sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the party to receive the notice or demand at the address set forth for such party below, three (3) business days after postmark or (ii) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as noted below, on the next business day after such delivery. The parties' addresses for such Notices and Demands are:

PRIORITY: PRIORITY PAYMENT SYSTEMS LLC
2001 WESTSIDE PARKWAY SUITE 155
ALPHARETTA, GEORGIA 30004
ATTENTION: CHIEF OPERATING OFFICER
FAX NO.: 855-270-0111

GUARANTOR: _____

Either party may change such addresses from time to time by providing notice as set forth above.

10. ENTIRE AGREEMENT: This Guaranty constitutes the entire agreement between the parties hereto with respect to the matters specifically addressed herein and supersedes any prior guaranty between the parties regarding such matters. This Guaranty shall not be modified or altered except by a written instrument executed by Guarantor and PRIORITY.

11. BINDING EFFECT: This Guaranty shall be binding upon the Guarantor and its successors and assigns and inure to the benefit of PRIORITY and its successors and assigns.

12. GOVERNING LAW: This Guaranty shall be governed by the laws of the state of Georgia (exclusive of the choice of law rules thereof). Guarantor hereby consents to the jurisdiction of the state and federal courts in the state of Georgia in any dispute arising from or in connection with this Guaranty. Guarantor further agrees that service of process may be made, in addition to any other method permitted by law, by certified mail, return receipt requested.

13. SEVERABILITY: If any provision of this Guaranty shall be held to be invalid or unenforceable in whole or in part, then the invalidity or unenforceability of such provision shall not be held to invalidate any other provision contained herein and all such other provisions shall remain in full force and effect.

14. ATTORNEYS' FEES: Guarantor agrees to pay all expenses incurred by PRIORITY in connection with enforcement of the PRIORITY's rights under this Guaranty, including, but not limited to, court costs, collection charges and reasonable attorneys' fees and disbursements.

15. CAPTIONS FOR CONVENIENCE: The headings and captions hereof are for convenience only and shall not be considered in interpreting the provisions hereof.

16. CAPITALIZED TERMS: Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed on the day and year noted below.

DATE

GUARANTOR

SIGNATURE

PRINT NAME

ADDRESS

GUARANTOR

SIGNATURE

PRINT NAME

ADDRESS

GUARANTOR

SIGNATURE

PRINT NAME

ADDRESS

GUARANTOR

SIGNATURE

PRINT NAME

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WITNESS

SIGNATURE

PRINT NAME

ADDRESS