

VDOCS Mail Scan, Business Process and Check Deposit Agreement

THIS AGREEMENT (this "Agreement") is made and entered into by and between

"Client" Business Name: _____
 Street: _____
 City, ZIP: _____

and

VDOCS VDOCS Corporation
 7470 141st Street
 Seminole, FL 33776

as of this DATE with reference to the following facts:

1. Appointment of VDOCS.

On the terms and conditions specified in this Agreement, Client hereby appoints VDOCS to perform Mail Scan, Business Process remote deposit, direct deposit checks, check payments and processing services and, also on such terms and conditions, VDOCS hereby accepts such appointment.

VDOCS provides check deposit services for Client. The Client will set up Check Deposit User within his Business Account in the Remote Check Deposit Service of his Bank.

VDOCS will receive Checks for the Client and is authorized to use the Remote Check Deposit User Account to deposit the checks to the Client's account.

2. Term and Termination.

The term of this Agreement shall (a) commence as of the date upon which the

VDOCS Services are fully operational with respect to Client, which date shall be deemed to have occurred at such time as Client effects its first Mail Scan and Remote check deposit transaction. The Service will be automatically extended for successive one (1) Month terms (each a "Renewal Term") unless either party notifies the other of its desire to terminate this Agreement at least thirty (30) days prior to expiration of the Initial Term or any such Renewal Term. The Initial Term, as well as any and all Renewal Terms are hereinafter collectively referred to as the "Term".

Notwithstanding the foregoing:

(i)
VDOCS may terminate this Agreement on thirty (30) days' prior written notice to Client if Client defaults in making any payment due hereunder and has not remedied such payment default within five (5) days immediately following VDOCS delivery to Client of a written demand that such payment be made, it being understood and agreed that, if this Agreement is terminated pursuant to this Section

(ii) either party hereto may terminate this Agreement without cause upon thirty (30) days' prior written notice.

3. Compliance with Applicable Law.

Each party hereto shall at all times throughout the Term be and remain in full compliance with all statutes, laws, ordinances, regulations, rules and other binding pronouncements.

4. Hardware and Communications.

Throughout the Term, VDOCS Corp shall be solely and exclusively responsible for the acquisition and maintenance, at its sole cost and expense, of that image capture, data processing and transmission equipment.

5. Access to Account. Client shall be solely and exclusively responsible to maintain the user account granting VDOCS Corp access to deposit check to Client's Account.

6. Mutual Confidentiality. Each party hereto acknowledges and agrees that by reason of this Agreement it will have access to certain information and materials concerning the other party's business plans, customers, technology, products and other items that are confidential and of substantial value to such party or with respect to which applicable law and regulations impose obligations of privacy (collectively, "Privacy Laws"), which value and/or compliance with the Privacy Laws would be impaired if such information were disclosed to third parties or used for purposes other than as expressly permitted by this Agreement (collectively, "Confidential Information"). Each party hereto (the "Receiving Party") therefore agrees to maintain any and all Confidential Information received by it or on its behalf from the other party (the "Disclosing Party") in the strictest confidence, and agrees not to (i) disclose, publish, release, transfer or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party or (ii) use any of such Confidential Information except as specifically contemplated by this Agreement.

7. Limitations on Liability. VDOCS agrees to employ due care and attention in the preparation and maintenance of the Scan Mail and Remote Check Deposit System and in performing the Deposit Services

(i) VDOCS provides Mail Scan and Remote Check Deposit Services for Client. Data processing and other functions to be performed by VDOCS hereunder entail the risk of human and machine error, omissions, delays and losses (including without limitation inadvertent loss or misstatement of data). Accordingly, Client and VDOCS agree that, (i) except for instances in which VDOCS (including without limitation its officers, directors, employees and agents) commits an act of gross negligence or intentional misconduct, VDOCS shall not be liable to Client for any errors, omissions, delays, or other mishaps.

(ii) VDOCS will provide Mail Scan and Remote Check Deposit Services. VDOCS can and shall not be held liable for any content or deposited amount of any of the deposited checks or scanned mail and documents. Client shall indemnify, defend and hold harmless VDOCS Corp and its affiliates (as well VDOCS and such affiliates' respective directors, officers, agents and employees) from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable legal fees and costs) arising from any clients customers written checks.

8. Miscellaneous Provisions.

(a) Entire Agreement.

This Agreement and any exhibits hereto (each of which is hereby incorporated herein by reference) constitute the final and entire understanding and agreement between the parties hereto with respect to the subject matter hereof and shall supersede all prior negotiations, understandings, representations and agreements between the parties relating to such subject matter hereof.

(b) Further Assurances.

Subject to the terms and conditions expressly set forth herein, the parties hereto shall use their best commercially reasonable efforts to do and perform or cause to be done and performed all further acts required hereby, and in that connection shall execute and deliver all other agreements, certificates, instruments or documents, as the other party may reasonably request in order to promote and effectuate the intent and purpose of this Agreement and the consummation of the arrangements contemplated hereby. Neither party hereto shall voluntarily undertake any course of action inconsistent with the performance or satisfaction of the requirements applicable to it set forth in this Agreement, and each party shall promptly do all such acts and take all such measures as may be appropriate to enable it to perform as early as practicable the obligations herein required to be performed by it.

(c) VDOCS Rules.

Client hereby acknowledges that VDOCS may from time to time establish and deliver to Client reasonable written rules, regulations and operational guidelines with respect to use of the VDOCS System and the VDOCS Services and that such rules, regulations and guidelines shall be binding upon Client fifteen (15) days after delivery thereof to such Client.

(d) Authority to Execute.

Each of the parties to this Agreement represents and warrants that the individual executing such Agreement on its behalf (specifically including, in Client's case, the Client Representative if applicable) is properly authorized to do so and that his or her execution hereof shall bind that party to all of the terms, covenants and conditions hereof as they relate to that party.

(e) Amendments.

No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties hereto.

(f) Severability.

If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance hereof shall be enforceable in accordance with its terms unless by such severance the respective rights of the parties are materially altered, in which case any party whose rights are so materially altered shall have the right (exercisable within thirty (30) days after such severance) to terminate this Agreement.

(g) General Construction.

The headings contained in this Agreement are for convenience only and shall not be deemed to explain, modify or aid in the interpretation or construction of the provisions hereof.

(h) Delays or Omissions; Cumulative Rights.

No delay or omission to exercise any right, power or remedy accruing upon any breach, default or noncompliance under this Agreement shall impair any such right, power or

remedy hereunder, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein or in any breach, default or noncompliance thereafter occurring. To be effective, any waiver, permit, consent, or approval of any kind or character to any breach, default or noncompliance under this Agreement, or any waiver of any provisions or conditions of this Agreement, shall be in writing and shall be effective only to the extent specifically set forth in such writing. All rights and remedies available either under this Agreement, by law, in equity or otherwise, shall be cumulative and not alternative, and the exercise of any right or remedy shall be without prejudice to the enforcement of any other right or remedy.

(i) Time.

Time is of the essence with respect to all matters involving this Agreement.

(j) Failure or Delay in Performance.

Notwithstanding anything to the contrary contained herein or elsewhere, no party hereto shall be liable for, or shall be deemed to have waived any sums owing to it hereunder because of a failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond the party's reasonable control, it being understood and agreed, however, that that lack of credit, funds or financing to a party hereto shall not be considered a matter beyond the reasonable control of such party. Notwithstanding the foregoing provisions of this Section 13(j), the party not experiencing a failure or delay in performance as contemplated hereby shall have the right to terminate this Agreement if the excused failure or delay continues for a period of sixty (60) days immediately following the date that performance is first delayed.

(k) Successors and Assigns.

This Agreement shall not be assignable by either party hereto without the other party's prior written consent. The merger of either party with or into any other corporation or entity, the sale by either party of all or substantially all of its property or assets, the purchase of a controlling interest in the capital stock of a party hereto or a change in control of a party shall not constitute an assignment of rights in violation of this Section 13(k) so long as any qualified, permitted successor entity specifically assumes and agrees to perform all obligations hereunder of the party hereto from which it obtains rights under this Agreement. Any purported assignment, transfer, or delegation in violation of this Section 13(k) shall be null and void ab initio. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective permitted successors and assigns. Nothing in this Agreement is intended to confer, expressly or by implication, upon any other person, any rights or remedies under or by reason of this Agreement.

(l) Status of the Parties.

Nothing herein contained shall be construed to create a partnership, joint venture, franchise, employer-employee or similar relationship between the parties. Neither party hereto shall have the authority to commit or bind the other party without such party's prior written consent.

(m) Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered (i) personally or overnight express service or (iii) by certified or registered mail, postage prepaid to the applicable party at the address and/or facsimile number, as appropriate, set forth after its name on the signature page of this Agreement. The parties hereto may change their street addresses and facsimile numbers for purposes of this Agreement by notifying the other party in the manner specified in this Section 13(m).

(p)Governing Law/Venue.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida without reference to that jurisdiction's conflicts of law principles

(r)Representation by Counsel.

Each party hereto hereby acknowledges that it has been represented by legal counsel in connection with this Agreement and the matters contemplated hereby. Accordingly, the effects of any statute, rule of law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the parties.

EXHIBIT A

Description of VDOCS Corp Remote Check Deposit Services

VDOCS Corp provides Remote Check Deposit Services allowing the Client to convert paper check transactions to either ACH debits under the NACHA's Accounts Receivable Conversion ("ARC") rules or check images under the Check 21Act by inputting information into an application maintained and hosted by the client's Bank.

1.
Paper checks to be converted into ARC ACH debits must have been received in a manner required or permitted by the NACHA ARC rules. All other paper checks will be converted to electronic images according the rules promulgated under the Check 21 Act (the "Check 21 Rules").
2.
VDOCS is responsible for imaging both the front and the back of each paper check and scanning the information contained in the MICR line of the paper check. VDOCS is also responsible for reviewing each image for clarity to ensure that the item can be reproduced as an Image Replacement Document.
3.
VDOCS is responsible for accurately inputting the dollar amount of the check along with any other optional information that the Client wants retained by the Clients' Bank System.
5.
The Client will prove VDOCS with a Client controlled password to access the Clients Bank Remote Check Deposit Service. Passwords and IDs are not to be shared.
6.
VDOCS will also scan the image and post on the client's Web Sharing Account.

Agreement:

By: _____

Stefan Hoppe, President of VDOCS Corp
Address: VDOCS Corporation
7470 141st Street
Seminole, FL 33776

CLIENT:

BUSINESS LEGAL NAME: _____

Address: _____

Title: Date: _____

Print Individual Name: _____

Authorized Signature