

Voucher Agreement

GENERAL INFORMATION

Legal Business Name:			Business Name (DBA):		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Corp. Phone:	Corp. Fax:		Loc. Phone:	Loc. Fax:	
Web Address:			In Business: Yr.'s _____ Mo.'s _____	No. of Locations:	
Email Address:			Federal Tax ID:	MCC:	

Principal 1: % of Ownership	Principal 2: % of Ownership
Name:	Name:
Home Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent (5yrs.)	Home Address: <input type="checkbox"/> Own <input type="checkbox"/> Rent (5yrs.)
City:	City:
State:	State:
Zip:	Zip:
Phone: <input type="checkbox"/> If Cell	Phone: <input type="checkbox"/> If Cell
Fax:	Fax:
SSN:	SSN:
DOB:	DOB:
Address History: (Must equal 5 Years)	
(1)	(1)
(2)	(2)
(3)	(3)

UNDERWRITING PROFILE

Type of Bus: <input type="checkbox"/> Moto <input type="checkbox"/> E-Commerce		Products Sold	
Monthly Volume:	\$	• Cannabis Related Services	• Tobacco
Monthly Transactions:	#	• CBD	• E-Cigarette
Average Ticket:	\$	• Hemp	• Alcohol
High Ticket:	\$	• Drug Paraphernalia	• Perfume
Current Chargeback %	Monthly Returns #	Copy of the license to sell any of the products must be provided	

QUESTIONNAIRE

Describe the specific products/services sold:	
Max. # of days until the product or service is delivered:	
Describe your return policy:	
Are prescriptions required for products/services?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is the customer's signature obtained at time of delivery?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does customer charge for goods/services prior to fulfillment?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Do any principles have a criminal history? (Excluding non-moving and cannabis related violations)	<input type="checkbox"/> No <input type="checkbox"/> Yes
Have credit cards been accepted before?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Has processing ever been terminated?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Do you have all licenses needed to legally operate? License # _____ State of Issue: _____ Issue Date: / /	<input type="checkbox"/> No <input type="checkbox"/> Yes
Have you ever filed for bankruptcy in the last 7 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes

REQUIRED DOCUMENT CHECKLIST

<input type="checkbox"/> Completed & Signed Kiosk Agreement	<input type="checkbox"/> Utility Bill	<input type="checkbox"/> Business Licenses	<input type="checkbox"/> Last 3 Months Business Bank Stmt's or all Personal Signors Bank Stmt's (If new business)
<input type="checkbox"/> Picture of Business (In/Out)	<input type="checkbox"/> Voided Bus. Ck. / Bank Letter		
<input type="checkbox"/> Photo Id of All Signors	<input type="checkbox"/> City, County or State Dispensary License		<input type="checkbox"/> Last 3 mo. CC Proc. Stmt's (If applicable)

X _____ Customer Initial Here

AUTHORIZATION TO ACH (Must include Voided Business Check or Signed Bank Letter)		
Bank Name:	Transit # (ABA Routing – 9 digits):	Account #

Fees	Underwriting Fee	\$30.00
	Transaction Fee	5.95%+\$0.30
	Voucher Fee	\$2.00
	Assurance Fund	10%
	Reserve	0%
	Charge Back Fee	\$35.00
	Monthly Minimum Fee	\$50.00
	Shipping Fee: Standard Ground Additional Fees Apply to: Overnight <input type="checkbox"/> , 2 nd Day <input type="checkbox"/> , Saturday <input type="checkbox"/>	\$20.00 per equipment
	Electronic Reporting/Statement (No Charge) System Log-In ID will be provided.	

This Voucher Agreement (the “Agreement”) is entered into, effective as of the date set forth on the cover page of the Agreement, by and between _____ and _____ (collectively, the “Customer”) and Potential LLC, a Wyoming limited liability company (the “Company”).

WHEREAS, the Company is a reseller of a solution that allows for credit/debit card purchases of Vouchers (“Voucher Solution”); and WHEREAS, the Customer is unwilling or unable to accept debit/credit cards as a form of payment for the merchandise/services the Customer offers for sale; and

WHEREAS, to provide Purchasers with ability to pay with debit/credit cards, the Customer wishes to utilize the Voucher Solution.

NOW THEREFORE, in considerations of mutual promises and covenants contained herein, and hereto agree as follows:

Section 1 – Definitions

“ACH Credit” means an Automatic Clearing House transfer from ATM’s bank account to the Customer’s Account.

“ACH Debit” means an Automatic Clearing House transfer from the Customer’s Account to ATM’s bank account.

“Association” means VISA, MasterCard, American Express, Discover, PayPal, Inc. and any other similar credit or debit card association.

“ATM” means Voucher ATM LLC.

“ATM Fee” means the value of the Assurance Fund reduced by all Chargeback Amounts that accumulate after the Agreement expires or is terminated for any reason.

“Customer” means all entities and individuals that are listed in the “General Information” field on the cover page of this Agreement, who sign this Agreement.

“Customer Account” means a Customer’s bank or credit card account.

“Chargeback” is a process wherein the funds related to a debit/credit Voucher purchase transaction(s) are returned (or subject to return) to the Purchaser.

“Chargeback Amounts” means an amount of a Chargeback plus any associated fees, fines or penalties assessed by third parties.

“Excessive Chargebacks” means Chargebacks in excess of one percent (1%) of the average monthly dollar amount of Voucher purchase transactions.

“Proceeds” means proceeds of each approved Voucher purchase transaction, equal to the face value of the purchased Voucher.

“Purchaser” means an individual who makes a Voucher purchase.

“Transaction Fee” means the fee charged to the Customer is charged with respect to each Voucher purchase transaction, as set forth on the cover page of this Agreement.

“Voucher” means a ticket, purchased with a credit or debit card that can be used as a form of payment for Customers’ services and/or merchandise.

“Voucher Fee” means a fee charged to each Purchaser for purchase of Voucher(s) as set forth on the cover page of this Agreement.

Section 2 – Underwriting

Upon execution of this Agreement, the Customer shall provide to the Company all documents and information required by the Company to enable the Company to conduct underwriting audit of the Customer. The Company will review the documents and information so provided to determine, in its sole and absolute discretion, whether the Customer is eligible to receive services pursuant to this Agreement. In making its determination, the Company is authorized to obtain credit reports, consumer reports, and request Customer’s identity verification. The Company may share information about the Customer, obtained pursuant to this Section, with various third parties. If the Customer is approved to receive services, the Company may set limits on the amount of Voucher purchase transactions, and/or require that Purchasers to provide additional information, as set forth in Section 3 of this Agreement. The Customer shall comply with such restrictions at all times. The Customer shall be charged a Non-refundable Underwriting Fee, set forth on the cover page of this Agreement.

The Customer agrees and understands that if the Company concludes that the Customer is not eligible to receive services contemplated herein, this Agreement shall become null and void, except Section 11 of the Agreement, which shall remain in full force and effect and binding on the parties.

Following the initial audit, the Company may periodically request additional information and obtain additional reports to determine the Customer’s continued eligibility. If at any time during the term of this Agreement, the Company determines that the Customer is no longer eligible to receive services, the Company may terminate the Agreement pursuant to Section 12 below.

Section 3 – Voucher Solution

The Customer may use the Voucher Solution for web and over the phone sales. To use the Voucher Solution for phone sales, the Customer shall download the Company’s software (the “Software”) on the Customer’s personal computer. To use the Voucher Solution for web sales, the Customer shall configure the Customer’s website to make it compatible with the Company’s Software.

If so requested by the Company, the Customer shall require all Purchasers to download the Company’s app, and use it to provide a copy of the Purchaser’s state-issued ID or passport and debit/credit card used to make the purchase. If the Customer’s goods/services are not available to the Purchasers at the time of the transaction and must be shipped to the Purchasers, the Customer shall provide to the Company all shipment tracking information via the Company’s software.

Section 4 - RESERVED

Section 5 - Software

The Customer agrees and understands that the Company has a license to the Software from a third party (the “Licensor”). The Software and any and all related documentation, copyrights, trademarks, patents, trade secrets, Confidential Information, and any other proprietary rights shall remain the property of the Licensor. The Customer shall have no right, ownership, or title in the Software, or any, copyrights, trademarks, patents, trade secrets, Confidential Information, or any other proprietary rights related to the Software.

NEITHER THE COMPANY, NOR THE LICENSOR, HAS MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE, OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Software is provided “as is.” Neither the Company, nor the Licensor, warrants that the Software is accurate, reliable or correct; that the Software will meet the Customer’s requirements or expectations; that the Software will work without interruptions, failures or errors; that any defects or errors will be corrected; or that the Software is free of any viruses or other harmful components. The Customer shall provide an email or fax notice to the Company as soon as possible, in the event of any Software failures or problems with the Software. The Company’s only liability to the Customer arising from any failures of, or problems with, the Software shall be to restore the operation of the Software as promptly as reasonably practicable. The Customer agrees that the Licensor shall have no liability whatsoever, related to, or arising out of, the Software. No failure of the Software to operate or faulty operation of Software shall relieve the Customer of any obligation to perform under this Agreement.

Section 6 – RESERVED

Section 7 – Processing Services and Assurance Fund

The Customer shall accept Voucher(s) as a form of payment for the Customer’s merchandise and/or services. The Customer agrees

and understands that the Company will charge the Customer Transaction Fees, as set forth on the cover page of this Agreement, with respect to all Voucher purchase transactions. The Customer further agrees and understands that the Company will charge the Purchasers Voucher Fees with respect to all Voucher purchase transactions. In addition, if the total dollar amount of all Voucher purchase transactions is less than ten thousand (\$10,000) per calendar month, the Company may charge the Customer a Monthly Minimum Fee.

The Customer agrees and understands that the Company is a reseller of the Voucher Solution and not a provider of processing services, and that the processing services are provided by various third parties, including Voucher ATM LLC (“ATM”). Subject to the terms set forth in this Section and Section 8 of this Agreement, ATM will pay the Proceeds of all approved Voucher purchase transactions to the Customer. All such payments will be made via an ACH Credit to an account designated by the Customer. The ACH Credit shall be initiated two (2) business days after the Purchasers receive the merchandize/services. If the Customer’s merchandize/services are made available to the Purchasers immediately at the time of the transaction, the ACH Credit shall be initiated four (4) business days after the date of the Voucher purchase transaction, unless the total amount of the Proceeds is less than fifty dollars (\$50), in which case, the Company may initiate the ACH Credit when the total amount of the Proceeds is fifty dollars (\$50) or more.

ATM shall have the right to withhold Transaction Fees and all other fees provided for in this Agreement, from the Proceeds before initiating an ACH Credit. In addition, ATM shall have the right to withhold 10% of all Voucher purchase transactions to create an assurance fund (the “Assurance Fund.”). ATM may use amounts in the Assurance Fund to cover Chargeback Amounts. The Customer agrees that the value of the Assurance Funds shall be maintained at 10% of the combined value of all Voucher purchase transactions during the term of this Agreement. If at any time during the term of this Agreement, the value of the Assurance Fund drops below 10%, ATM shall have the right to withhold additional funds from the Proceeds, or, at ATM’s sole discretion, ACH Debit necessary amounts from the Customer’s Account, to restore the value of the Assurance Fund to 10% of all Voucher purchase transactions.

If after this Agreement expires or is terminated for any reason, and the Chargeback Amounts bring the value of the Assurance Fund into negative, the Customer shall immediately pay ATM the necessary amounts to bring the value of the Assurance Fund to zero (\$0) balance. ATM shall have the right, at any time after expiration or termination of this Agreement, to ACH Debit necessary amounts from the Customer’s Account to bring the value of the Assurance Fund to zero (\$0) balance. The Customer agrees to pay all costs and expenses, including without limitation attorneys’ fees, incurred by ATM in connection with collecting the necessary amounts to bring the value of the Assurance Fund to zero (\$0). The Customer agrees to pay ATM Fee following expiration or termination of this Agreement for any reason.

Notwithstanding the existence of the Assurance Fund, should ATM (or a third-party financial entity) need to conduct an investigation or resolve any dispute related the Voucher purchase transactions, ATM may defer payout of the Proceeds or restrict the Customer’s access to the Proceeds for as long as it may be necessary in ATM’s discretion. Notwithstanding the existence of the Assurance Fund, ATM may defer payout of the Proceeds or restrict the Customer’s access to the Proceeds for as long as it may be necessary to comply with applicable law or court order, or if otherwise requested by any law enforcement or governmental entity.

Neither the Company, nor ATM shall be liable for any delays in receipt of Proceeds, or errors in credit entries, caused by third parties. If the Customer believes that an adjustment should be made with respect to any ACH Credit/Debit, the Customer shall provide a written notice to the Company within sixty (60) days after any credit/debit was (or should have been) effected. If the written notice to the Company is provided at a later time, the Company may, in its discretion and at the Customer’s expense, research whether any adjustment is appropriate, but the Company shall not have any obligation to research or effect any such adjustment.

The processing services are provided on “as is” and “as available” basis. **THE PROCESSING SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Neither the Company, nor ATM or any other third party provider under this Agreement, warrant that the processing services are accurate, reliable or correct; that the processing services will meet the Customer’s requirements or expectations; that the processing services will be available at any particular time or location; that the processing services will work without interruptions, failures or errors; that any defects or errors will be corrected; or that the processing services are free of any viruses or other harmful components.

Section 8 – Chargebacks

Voucher purchase transactions may be reversed or Chargedbacked by the Purchasers. ATM shall provide Chargeback information to the Customer as soon as it becomes available to ATM. Chargeback Fee, in the amount of thirty five dollars (\$35) shall apply to each Chargeback. The Customer agrees that neither the Company, nor ATM or any other third party provider under this Agreement, shall have any liability whatsoever for Chargeback Amounts. The Customer agrees to assume full liability for Chargeback Amounts, regardless of the reasons for the Chargeback. The Customer agrees and understands that neither the Company, nor ATM or any other third party provider under this Agreement, shall have an obligation to attempt to reverse any Chargeback, or to take any steps whatsoever to re-present the Chargebacked transaction for clearance.

ATM shall cover Chargeback Amounts using the funds in the Assurance Fund. Notwithstanding the existence of the Assurance Fund, if ATM reasonably believes that a Chargeback is likely with respect to any Voucher purchase transaction, ATM may withhold the amount of the potential Chargeback from the Proceeds until such time that ATM determines that the potential Chargeback will not occur.

Section 9 – Representation and Warranties

The Customer represents and warrants that the Customer: (a) has the right, power, and ability to enter into and perform under this Agreement; (b) accurately described merchandize and/or services the Customer sells and intends to sell to Purchasers; (c) accurately described Customer's MCC; (d) will fulfill all obligations to each Purchaser; (e) will not use the Voucher Solution, directly or indirectly, for any fraudulent undertaking; (f) will not have Excessive Chargebacks; (g) shall comply with the limits set by the Company on the amounts of Voucher purchase transactions at all times; (h) shall provide tracking number to the Company with respect to all merchandize shipped to each Purchaser; (i) shall provide to the Company a phone number of each Purchaser; (j) shall ship merchandize only within the territory of the U.S.; (k) shall comply with all applicable laws in the sale and purchase of the merchandize; (l) shall ship merchandize only to locations where it is not prohibited by law; (l) shall ship merchandize only from locations where it is not prohibited by law.

The Company represents that it shall comply with the IRS requirements related to Form 1099K and shall provide to the Customer 1099K, if so required by the IRS.

Section 10 – Term

The initial term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date. Thereafter, **THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR ADDITIONAL TERMS OF ONE (1) YEAR EACH, UNLESS EITHER PARTY NOTIFIES THE OTHER, NO LATER THAN THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM THAT IT DOES NOT WISH TO RENEW THIS AGREEMENT.**

The Customer may terminate this Agreement prior to its expiration, only if: (a) the Company fails to comply with any of the material provisions of this Agreement, the Customer provides a written notice to the Company describing the alleged failure, and the Company does not cure the alleged failure within ninety (90) days of receipt of the written notice; or (b) another U.S. provider approves the Customer and offers transaction fees lower than Transaction Fees under this Agreement, a copy of the written offer and approval is provided to the Company in writing, the processing used by the provider is U.S.-based processing, all other terms of the offer are comparable to the terms of this Agreement and the Company is not able to match the offer within sixty (60) days of the Customer notifying the Company of the offer. The Company shall not be in breach of this Agreement unless the Company does not cure the alleged failure within ninety (90) days after receipt of the written notice. The Company may terminate this Agreement at any time upon an email or fax notice to the Customer. Notwithstanding the foregoing, the Company may terminate the Agreement immediately without notice, upon any Event of Default.

Section 11 – Confidential Information

At all times, during the term of this Agreement and after its expiration or termination, the parties shall (1) keep in confidence and trust each other's Confidential Information; (2) not use or disclose Confidential Information without a prior written consent of the other party; (3) use Confidential Information only to the extent reasonably necessary in furtherance of this Agreement. In the event of a termination or expiration of this Agreement each party shall immediately cease using all Confidential Information belonging to the other party. For the purposes of this Agreement, "Confidential Information" shall include all information, knowledge or data relating to the business of a party, including, but not limited to, trade secrets; inventions (whether patentable or not); financial information; pricing information; plans and methods; customer lists and names of customers; customers and prospective customers' lists and names; plans and techniques; technology; ideas; know-how; processes; concepts and other information from which secrecy a party derives or may derive economic benefit. "Confidential Information" shall also include information, knowledge or data of any third party doing business with a party hereto (actively and prospectively), which such third party identified as being confidential. The parties expressly agree that "Confidential Information" shall include existence and provisions of this Agreement, and it shall be a material term of this Agreement. In the event that any court, governmental agency or other party seeks to compel or require a party, through legal process, to disclose Confidential Information, the party shall provide a prompt notice of such fact to the other party.

Section 12 – Events of Default and Remedies

The following events shall constitute an "Event of Default": (a) any representation made or given by Customer in connection with this Agreement was false or misleading when made; (b) breach of any warranty made or given by the Customer; (c) Excessive Chargebacks; (c) material failure by the Customer to comply with any other provisions or perform any of its other obligations under this Agreement; or (d) Company's determination pursuant to Section 2 of the Agreement that the Customer is no longer eligible to receive services.

Upon any Event of Default, the Company may, with or without notice, exercise any one or more of the following remedies: (a) terminate this Agreement; (b) terminate some or all services provided pursuant to the Agreement; (c) demand that the Customer immediately pays any and all amounts due under this Agreement; (d) exercise any other right or remedy available at law or in equity.

The Customer agrees that if the Company asserts a claim against the Customer (including any and all appeals), arising out of or related to this Agreement, the Company shall be entitled to recover from the Customer all amounts the Company incurs related to litigation (including actual attorneys' fees and costs) if the Company prevails on the claim in whole or in part. Company shall have the right to collect from the Customer attorneys' fees and cost incurred by the Company in handling any administrative or informal disputes with the Customer, if the Company prevails in such dispute, in whole or in part.

Section 13 – Liability

This Agreement is executed by Potential LLC, a Wyoming limited liability company, and no personal liability shall be asserted or enforceable against any members, employees, officers, directors or independent contractors of said company, all such personal liability being expressly waived by the Customer. **EACH INDIVIDUAL SIGNING THIS AGREEMENT AS CUSTOMER WILL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.** References to "Customer" will include all such individuals collectively and individually.

No action at law or in equity arising out of or related to this Agreement shall be brought by the Customer against the Company, including but not limited to breach of this Agreement and/or violation of any law now in effect or hereafter enacted, unless the Customer provides the Company with a written notice describing the breach or violation, within thirty (30) days from the date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from receipt of the written notice.

In no event shall the Company, or any of its members, employees, officers, directors or independent contractors, shall be liable under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether the Company has been advised of the possibility of such damages.

Section 14 – Integration and Severability

This Agreement constitutes the complete and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, discussions or undertakings of the parties, whether written or oral.

If any of the provisions of this Agreement, or portions thereof, are found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. All terms of the "whereas" clauses shall be incorporated in, and become part of, this Agreement. The Agreement will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties.

Section 15 – Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Illinois. Any suit brought hereon shall be brought in the state or federal courts sitting in Chicago, Illinois. The parties hereby waive any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it. The parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to this Agreement. The Customer additionally waives personal service of process and consents that service of process upon the Customer may be made by certified or registered mail, return receipt requested, at the address provided in this Agreement.

Section 16 – Waiver

Unless otherwise provided in this Agreement, no modification of or addition to this Agreement shall be effective unless in writing and signed by the party against whom the enforcement is sought. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent or other right, obligation or default. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver. No delay in exercise of, partial exercise of, or failure to exercise any right under or with respect to this Agreement shall be construed as a waiver of such right or preclude its further exercise.

Section 17 – No Presumption Against Drafter

The Agreement shall be construed as if drafted jointly by the Company and Customer, and no presumption shall arise favoring any party by virtue of the authorship of any provision of this Agreement.

Section 18 – Notice

Except as otherwise specifically provided in this Agreement, any notice provided hereunder shall be in writing, shall be sent by a nationally recognized overnight courier service, and shall be deemed to have been received the business day after deposit with the courier service.

Section 19 – Third-Party Beneficiaries

The parties expressly agree that ATM is the intended third-party beneficiary under this Agreement. The parties agree that there are no other third party beneficiaries, and nothing in this Agreement is intended to confer upon any third party (except ATM and the parties' respective successors and assigns) any rights or obligations under or by reason of this Agreement.

Section 20 – Counterparts and Survival

This Agreement may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. The following Sections shall survive any termination or expiration of the Agreement: Section 1 (Definitions); Section 7 (Processing Services and Assurance Fund); Section 8 (Chargebacks) ; Section 9 (Representations and Warranties); Section 11 (Confidential Information); Section 12 (Events of Default and Remedies); Section 13 (Liability); Section 14 (Integration and Severability); Section 15 (Governing Law); Section 17 (No Presumption against Drafter); Section 19 (Third-Party Beneficiaries).

Section 21 – ACH Debit/Credit Consent

The Customer hereby authorizes the Company and ATM to initiate ACH Credits and ACH Debits entries and adjustments to the Customer's Account through the ACH process, and/or through direct instructions to the financial institution where the Customer's Account is maintained for the amounts and in accordance with the terms of this Agreement. The Customer hereby authorizes the financial institution where the Customer's Account is maintained to effect all such debits and credits to the Customer's Account. This authority will remain in full force and effect until the Company provides a written notice to the financial institution where the Customer's Account is maintained that all outstanding amounts due under this Agreement and under any other agreements with the Company have been paid in full.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Company Name: _____

Signature: _____

By: _____

Date: _____

Name of the Principal 1: _____

Signature: _____

By: _____

Date: _____

Name of the Principal 2: _____

Signature: _____

By: _____

Date: _____

Potential LLC

Signature: _____

By: _____

Date: _____