

GULF MANAGEMENT SYSTEMS, INC.
Agreement for Services

THIS AGREEMENT, dated this _____ day of _____, 20____ is entered into between _____
Of _____ (hereinafter called "Company") and GULF MANAGEMENT SYSTEMS, INC. of 2753 State Road 580 #212, Clearwater, FL 33761 (hereinafter called "GMS"):

WHEREAS, Company desires that GMS provide services to the Company in the form of processing and transmitting debit and credit transactions, as described in this Agreement, through the Automated Clearing House for entry to accounts maintained at certain banks and financial institutions, and

WHEREAS, GMS desires to serve Company in providing such services,

NOW THEREFORE, Company and GMS agree as follows:

1. Company agrees to be bound by the rules of the National Automated Clearing House Association (hereinafter called "NACHA Rules" or "Rules") and the laws of the United States, as they shall from time to time be in effect. In the event of conflict between the provisions of the Rules and those of this Agreement, the provisions of the NACHA Rules shall govern. Terms defined in the Rules shall have the same meaning in this Agreement.
2. With respect to each debit or credit entry submitted, Company warrants that:
 - A. The person/customer (hereinafter called "Participant") to whom the entry pertains has authorized the entry in writing prior to the submission to GMS by requesting payment via a Pre-arranged Payment Authorization.
 - B. Company has provided the Participant with a full and accurate representation of the product and service and this manner of payment, and
 - C. The Pre-arranged Payment Authorization is accurate, and conforms to all obligations, which Company owes to the applicable Participant and GMS.
3. Company shall at all times maintain the Authorization Agreements in a safe place and allow GMS, to review such agreements as it, in its sole discretion, deems necessary and appropriate to investigate regulatory inquiries and to assure

itself of the highest level of compliance and security regarding Participant Authorizations.

4. Company agrees to indemnify and hold GMS harmless from any loss, cost or expense (including Attorney fees) caused by Company's mistake, omission or failure to exercise reasonable care or to comply with the Rules, this Agreement or its agreement with the Participant.

5. Company shall promptly indemnify and hold GMS harmless from any and all claims, damages or expenses (including attorney fees and costs) resulting directly or indirectly from (a) the breach of any warranty of Company to GMS, (b) the debiting, crediting, adjusting or inquiry into any account of any person, including without limitation any charges or charge backs associated with or resulting from or arising out of any financial institution in debiting, crediting, adjusting or otherwise dealing with the accounts of any person, as requested by Company. Company shall hold GMS harmless from any and all claims, damages or expenses (including attorney fees and costs) resulting directly or indirectly from (a) acts of God, war, interruption of communications facilities, acts of governmental authorities, acts of Company or of third parties or other events or circumstances outside of the reasonable control of GMS, and (b) delay, inaccuracy or failure of Company in initiating, implementing or fulfilling transactions, requests for information or other action of Company required hereunder or otherwise to be performed by Company. GMS assumes no liability under the Electronic Funds Transfer and Regulation E promulgated there under or any other applicable federal or state law or regulation, unless GMS has expressly agreed to do so in writing.

6. GMS makes no warranties, express or implied, to Company in connection with services provided under this Agreement, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

7. GMS reserves the right to increase charges in conjunction with increases associated with the Federal Reserve fees, taxes, postage, raw materials and other costs beyond the reasonable control of GMS. Otherwise, charges are subject to a quarterly review and thirty day's written notice.

8. Company shall deliver an electronic file in a mutually agreed format to GMS containing customer initiated payment information for goods and services to be rendered to Company's customers. GMS shall process and transmit Company's information file to the Automated Clearinghouse for settlement on the next business day after receipt as directed in the Schedule of Operations- A.

9. Upon receipt of the Company's information file, GMS will act as a service provider for the Company; use reasonable care to process the payment entries according to the Rules and this Agreement. GMS shall not be liable to any Participant as a result of GMS' authorized performance of its duties under this

Agreement. GMS shall be liable to the Company to the extent of the service fees paid for the transaction and the Rules.

10. GMS shall not be liable for loss or damage to the Company or the Participant arising out of acts or omissions of any third party including but not limited to telephone companies, courier services, any financial institution, the Federal Reserve Bank or any other party involved with processing of the entries.

11. To facilitate the transfer of funds and to provide a means for Company to settle with GMS for debit or credit entries processed by GMS on behalf of Company, Company agrees that funds collected from Company's Customers will be credited/debited to GMS' Operational Account and will be paid over to Company in accordance with the Payment Schedule- B. If the payment starting date or any subsequent payment date falls on the 29th, 30th or 31st of the month, payments will be processed on the last day of the month should that calendar date not exist. Payment dates, which fall on a weekend or holiday, are processed the first business day after the holiday or weekend. Company also agrees that all fees, costs and expenses payable to GMS can be deducted from the funds collected for Company, so that the Company receives an amount net of such fees, costs or expenses. Otherwise Company will be billed at the end of the month.

12. In the event any entries (i.e. returned items, cancellations, charge backs or any other related liability) are returned and charged to GMS, Company agrees that GMS is authorized to hold back and maintain, if necessary, a reserve allocation to cover these reverse entries. In addition, Company agrees to maintain a REG E, Security Deposit Account to cover returned item liability beyond the initial pay period for up to ninety days after Company's last transaction has been processed by GMS.

13. In the event of a noticeable decline in the number and/or dollar amount of transactions in any processing period of twenty-five (25%) percent or more, GMS, in its sole discretion, may increase the REG E and/or reserve account if it believes the transactions scheduled to be paid to Company and the money being held in reserve do not adequately cover returned item potential liability.

14. In the event GMS discovers any errors in the Company's information file delivered to GMS, such as unreadable or inaccurate information, GMS shall promptly notify Company thereof by telephone and both parties shall proceed as then agreed upon. GMS shall not be liable for acting on such telephone instructions and may require a faxed transmission from Company confirming such instructions.

15. The term of this Agreement shall be for one year from the date this Agreement was signed. Said one year term shall be automatically extended for consecutive

one year terms unless either party provides written notice to the other party of termination sixty (60) days prior to the expiration of any given one year term.

16. GMS reserves the right to approve or disapprove the product(s), good(s), or services offered by Company through GMS's financial electronic services. Company must provide GMS with specifications, descriptions and a specimen sample of the product, goods or services being offered to Participant

17. Subject to the completion of a Company Profile -Schedule C, a maximum dollar limit will be provided for Company as an operating transactional limit.

18. As compensation for its services hereunder, Company agrees to pay fees to GMS in accordance with a Fee Schedule (see Schedule D), which has been mutually agreed upon between GMS and Company. Company agrees that any fees, costs or expenses due GMS under this Agreement will be paid to GMS in accordance with Section 12 and 13 above.

19. Notwithstanding anything in this Agreement to the contrary and confirmed by written notification from GMS, Company's failure to abide by the terms and conditions of this Agreement may result in the immediate termination of all or designated services by GMS.

20. Company may not assign this Agreement without the prior written consent of GMS, which consent may be withheld at GMS's sole discretion.

21. Nothing contained in this Agreement shall be construed to constitute the Parties hereto as partners, joint ventures or agents for each other. Company has no right or authority to assign or create any obligation of any kind, express or implied, on behalf of GMS, or bind GMS in any way whatsoever.

22. If any term or provision of this Agreement or the application thereof to any person, company or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and/or the application of any term or provision to persons, companies or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, both substantive and remedial.

24. This five (5) page Agreement and the Recitals, if any, together with Schedules A, B, C, D, and E constitute the entire understanding of the parties with respect to the subject matter contained herein and may be modified only in writing when signed by Company and GMS. Company and GMS agree that each shall give the other a sixty-day notice of its intent to terminate this Agreement. Termination

shall not relieve either party of any obligation or liability incurred prior to the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto set their hands the
Day and year first above written.

COMPANY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

COMPANY: GULF MANAGEMENT SYSTEMS, INC.

NAME: CHARLES G. BILLONE

TITLE: PRESIDENT

SIGNATURE: _____

GULF MANAGEMENT SYSTEMS, INC.

GULF MANAGEMENT SYSTEMS, INC.

Schedule of Operations - A

All files received and transmitted by GMS will be predefined with Company. All files sent to Company by GMS will be defined with Company in advance.

Electronic Origination files (bearing authorized debit/credit instructions) received by GMS prior to the close of our processing window will be processed with that same day origination date.

GMS will be open for business in accordance with the Federal Reserve's schedule of holidays. Should a list of holidays be required, GMS will furnish it to Company.

GULF MANAGEMENT SYSTEMS, INC.

Payment Schedule - B

GMS will make daily payments to Company in accordance with the following payment schedule. The day of the week is utilized, as an illustration for how all days of the week will be treated, the exception being when a Federal Reserve holiday occurs during a given week.

Payments Schedule

If processing debits, funds collected and credited or posted as a result of processing instructions received on Mondays will be paid to Company on the fourth work day after posting. Fees may be deducted directly from Company's bank account or can be deducted from funds GMS is sending to Company. Monies sent will be net of all returns and a reserve amount - if necessary.

The reserve amount will remain as a reserve allocation in a clearinghouse account to offset any outstanding returned items for entries previously paid from originating files.

If processing payroll, the file is submitted and processed funds are debited on the next business day, credits are held for either one, two or three business days and released for processing based on the schedule agreed to by Company.

Daily Payments: Payments will be made in accordance with the schedule and definitions defined. However, payment days, which fall on a Federal Reserve Bank holiday or non-work day, will be processed the next business day.

GULF MANAGEMENT SYSTEMS, INC.

Authorization Agreement for Automatic Payments Schedule E

Company: _____

Fed Tax ID: _____

The undersigned hereby authorizes GULF MANAGEMENT SYSTEMS, INC. and or its authorized agents (GMS) to initiate credit/debit entries for payment goods and services rendered by Company, and, if necessary, adjusting debits/credits for entries made in error or entries requiring reversals due to returned items to the account of the undersigned. All such entries shall be made to the account indicated below and the Depository named below is hereby authorized to credit the same to said account.

Depository: _____ Branch: _____

Depository Telephone Number: _____

City: _____ State: _____ Zip: _____

Routing/ABA #: _____ Account #: _____

PLEASE INCLUDE A VOIDED OR CANCELLED CHECK

This authority is to remain in full force and effect until Company has provided written authorization for the undersigned for its termination at such time and in such manner as to afford GMS and Depository a reasonable opportunity to act on it. The Company represents and warrants that it is authorized an empowered to execute this authorization of the purposes specified herein and indemnifies and holds GMS harmless from any damage, loss or claim resulting from GMS's authorized actions hereunder.

Name: _____
(Print)

Title: _____
(Print)