

CROSS CORPORATE GUARANTEE

We, _____, hereby guarantee the full, prompt and complete performance by _____ (“Merchant”) of all of Merchant’s obligations under the merchant agreement between Merchant, Global Payments Direct, Inc. (“Global Direct”), and Member (the “Agreement”), including, but not limited to, all monetary obligations arising out of Merchant’s performance or non-performance under the Agreement, whether arising before or after termination of the Agreement. This Guarantee shall survive termination of the Agreement and may not be terminated except with Global Direct and Member’s prior written consent. We agree to be liable as principal debtor and not as surety only.

This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, termination or variation of terms of the Agreement. In addition, our liability hereunder shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the release or discharge of the Merchant in any receivership, bankruptcy, winding-up or other creditors’ proceedings or the rejection, disaffirmance or disclaimer of the Agreement in any such proceeding. We hereby waive any notice of acceptance of this guarantee, notice of non-payment or non-performance of any provision of the Agreement by Merchant, and all other notices or demands regarding the Agreement. We agree to promptly provide Global Direct any information requested by Global Direct or Member from time to time, concerning our financial condition, business history, business relationships, and employment information.

This Guarantee shall be governed by and construed in accordance with the laws of the State of Georgia, conflicts of laws notwithstanding. All actions arising out of, relating to, or in connection with this Guarantee or the validity, scope, interpretation or enforceability of the choice of law and venue provision of this Guarantee shall be brought in either the courts of the State of Georgia sitting in Fulton county or the United States District Court for the Northern District of Georgia, and Guarantor expressly agrees to the exclusive jurisdiction of such courts.

(Guarantor)

Signature and Title

Printed or typed name

Date: _____

Address: _____