



(Amended January 30, 1997 and March 12, 2003)

**APPENDIX II
FORM OF
ISSUER PARTICIPATION AGREEMENT**

This **Issuer Participation Agreement** (this "Agreement") is entered into as of _____, 199__, by and between _____, a _____ ("Issuer"), and the National Automated Clearing House Association ("NACHA"), a Delaware non-profit corporation, to permit Issuer to participate in an interstate system for the electronic distribution of electronic benefits under the "QUEST®" service mark, as set forth in the Quest Graphic Standards Manual (the "Mark"). Accordingly, the parties agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Quest Operating Rules attached hereto, as such rules may be amended from time to time in accordance with their terms (the "Rules").
2. Issuer shall be bound by and comply with each provision of the Rules applicable to an Issuer. If Issuer acts in any capacity in addition to acting as Issuer, including acting as an Acquirer under these Rules, Issuer shall be bound by and comply with each provision of the Rules applicable to an entity acting in such capacity. Issuer may use an alternative service mark on the Cards pursuant to the Rules governing such use.
3. Issuer acknowledges that NACHA is the sole owner of the Mark and such other marks as may be adopted for use under the Rules from time to time. Issuer acknowledges that NACHA has the exclusive right to license the use of the Mark and that all use of the Mark shall inure to the benefit of NACHA. Issuer's promotion of the Mark shall be on a best efforts basis, including the marketing of Quest and signage of the QUEST Mark in accordance with the Rules and as may be required by the Issuer Agreements. Issuer agrees to abide by the terms of the nonexclusive, nontransferable license for use of the Mark contained in the Rules. Issuer shall notify NACHA of any potentially infringing use, and shall cooperate with NACHA in protecting the Mark and the quality of services provided under the Mark, at no expense to Issuer, except to the extent arising out of Issuer's improper use of the Mark or violation of the Rules or this Agreement. There shall be no fee payable to NACHA for the use of the Mark.
4. Issuer hereby represents and warrants that it has established, or will establish prior to issuing Cards bearing the QUEST Mark, telecommunications connections and computer switching facilities that will enable Interoperable Transactions to be exchanged between Issuer and its Acquirers and each other Issuer that has entered into an Issuer Participation Agreement with NACHA as of the date hereof and the Acquirers of such Issuers. Issuer's responsibility to establish arrangements with future Issuers is separately addressed in the Rules.
5. Subject to Issuer's obligations under its Issuer Agreement, Issuer may terminate this Agreement, in accordance with the Rules, upon written notice to NACHA.

IN WITNESS OF THE FOREGOING, each of the parties has caused this Agreement to be executed and delivered by its duly authorized officers.

ISSUER

**NATIONAL AUTOMATED CLEARING
HOUSE ASSOCIATION**

By: _____

By: _____

Title: _____

Title: _____