

**LETTER TO CREDIT CARD PROCESSOR  
RE: MERCHANT CASH ADVANCE AGREEMENT**

[Date]

[Name of Credit Card Processor]  
[Address of Credit Card Processor]

**AND TO:**

[Name of Bank]  
[Address of Bank]

**RE:** \_\_\_\_\_ [name of Merchant] (the "Merchant")

To Whom It May Concern:

\_\_\_\_\_ [insert name of credit card processor] (the "Processor") and \_\_\_\_\_ [insert name of member bank] (the "Bank") have entered into an arrangement pursuant to which Processor and Bank act as credit card processing service providers to Merchant, including the provision of funding of certain credit card sales by Merchant and making payments to Merchant in respect of such sales, as set forth in the service agreement by and between Processor, Bank and Merchant (the "Merchant Agreement").

Please be advised that Merchant has entered into, or is about to enter into, an agreement with \_\_\_\_\_ [insert name of cash advance company] (the "Issuer"), pursuant to which Issuer may, from time to time, take an interest in future credit card receivables due to Merchant under the Merchant Agreement, which may be secured by Merchant's right, title and interest in and to all present and future accounts, inventory, general intangibles, certain documents, instruments, chattel paper, deposit, other bank accounts, and proceeds of the foregoing, including certain amounts payable by Processor or Bank to Merchant pursuant to the Merchant Agreement, subject to Processor's and/or Bank's security interest set forth in the Merchant Agreement, and subject to all rights of Processor and Bank in the Merchant Agreement and in common law.

Issuer and Merchant hereby represent and warrant to Processor and Bank that:

- (a) Issuer and Merchant have both duly executed an agreement for Issuer's taking of an interest in future credit card receivables due to Merchant under the Merchant Agreement; and
- (b) the transactions described in the referenced merchant cash advance agreement between Issuer and Merchant do not violate any applicable law or card association rule or regulation.

Issuer hereby acknowledges and agrees that notwithstanding anything to the contrary set forth in the referenced merchant cash advance agreement between Issuer and Merchant, or in any other agreement between Issuer and Merchant, and notwithstanding any of Issuer's security interests or other rights or preferences arising in contract, law or from any other source, Issuer's rights in certain amounts payable or paid by Processor or Bank to Merchant pursuant to the Merchant Agreement are subject and subordinate to any and all rights of Processor and/or Bank set forth in the Merchant Agreement or arising in common law, including, but not limited to, such of their rights in discounts, fees, reserves, charge backs and other amounts due from Merchant to Processor and Bank.

**THIS IS A 3-PAGE LETTER WITH ATTACHMENTS.**