

EXHIBIT A

Payment Services Agreement

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

This Payment Services Agreement ("Agreement") is a legal agreement between Client and Active governing Client's use of Active's payment processing services (collectively, the "Services"). Client must accept all of the terms of this Agreement to use the Services. Visa, Mastercard, and Discover are collectively defined as the "Card Brands" and their cards are each a "Card".

1. SERVICES

Active's sponsor banks require certain information for the Services. Client must provide accurate and complete information and keep the information up-to-date. Active relies on this information for underwriting and to meet our obligations under applicable federal and state laws and other regulatory requirements. Client must only use the Services for the business purpose described in the General Terms and/or applicable Product Attachment. On an ongoing basis, Client will provide us with the current address of each of your offices, all "doing business as" (DBA) names used by you, and a complete description of goods sold and services provided by you. If the scope or nature of your business or the type of products or services you offer changes, Client must notify Active prior to the change. Client is liable to us for all losses and expenses incurred by us arising out of your failure to report changes to us.

2. REQUIRED INFORMATION, VERIFICATION

Active's sponsor banks and the Card Brands require us to verify your identity, credit, business operations, and compliance with the obligations under this Agreement. Client must provide sufficient information and documentation as requested by Active, including information to verify your identity, financial statements, and customer information. Client authorizes Active to make, from time to time, any business and personal credit inquiries,

identity-verification inquiries, and other inquiries considered necessary to review the acceptance and continuation of this Agreement. Client also authorizes any person or credit reporting agency to compile information to answer those inquiries and to furnish that information to Active. Active reserves the right to decline your application for any reason. Active is required to report certain information to our sponsor banks or Card Brands, including the names of any principles and country of domicile.

3. COMPLIANCE WITH LAWS AND RULES

Client must comply with all rules and operating regulations issued from time to time by the Card Brands; any policies, procedures, and instructions provided by us; and the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standard ("PA-DSS") (collectively, "Rules"). The Rules are incorporated into this Agreement by reference as if they were fully set forth in this Agreement. An abridged version of the Visa and MasterCard Rules may be viewed at usa.visa.com and www.mastercardmerchant.com. Client further agrees to comply with all applicable federal, state, and local laws, rules, and regulations ("Laws"), as amended from time to time affecting acceptance of Cards, processing of Card transactions, and the transactions contemplated by this Agreement. Client agrees to the terms of the Electronic Funds Transfer Agreement incorporated into this Agreement by reference as if they were fully set forth in this Agreement. Client will assist Active in complying in a complete and timely manner with all Laws and Rules, now or hereafter applicable to any Card transaction or this Agreement. Client will execute and deliver to Active all such instruments deemed necessary for compliance. If any terms of this Agreement conflict with the Card Brand Rules, the Card Brand Rules will govern.

4. TRANSACTION PROCESSING

In order to process Card transactions, Client must familiarize itself with and adhere to the applicable Card Brand Rules. The following sections address some but not all of the Card Brand Rules that must be adhered to in order to process card transactions. It is Client's responsibility to understand and follow all Card Brand Rules.

5. CARD ACCEPTANCE

Client will honor, without discrimination, any valid Card properly tendered by a Cardholder. "Cardholder" means a person possessing a Card and asserting to be the person in whose name the Card is issued. Client may elect not to accept Visa or MasterCard branded debit cards, but you must provide Active with prior written notice of such election. Client will identify the Cardholder when accepting payment and will request the Card expiration date and ZIP code or postal code from the Cardholder's billing address. It is also highly recommended that Client obtain the security code from each Card. You must not honor any Card if the Card has expired or if the Card number is listed on a current Electronic Warning Bulletin file. You will properly disclose to the Cardholder, at the time of the Card transaction, Client's name, return policy, and other limitations you may have on accepting returned merchandise. Active's name may appear in conjunction with Client's name on Cardholders' statements. Client will not accept any payments from a Cardholder relating to previous charges for merchandise or services, and if Client receive such payments, you will promptly remit them to Active.

6. CARD AUTHORIZATION

Client must obtain authorization via methods acceptable to Card Brand Rules prior to completing any Card transaction. Client must follow any instructions received during the authorization process. Upon receipt of authorization, Client may consummate only the transaction authorized. Where authorization is obtained, Client will be deemed to warrant the true identity of the customer as the Cardholder. Transactions will be deemed invalid on Cards that are expired, whether or not an authorization has been obtained.

Authorizations are not a guarantee of acceptance or payment of a Card transaction and do not waive any provision of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. Active may refuse to authorize any transaction, and we are not liable to you if authorization for a transaction is not given. Client will not have any claim against, or right to receive payment from, a Cardholder or any other customer in any Card transaction if Active refuses to authorize the transaction for any reason.

7. RECORDS

Client will deliver to the Cardholder at the time of the transaction a complete and legible receipt from the Card transaction or refund. Client must retain the merchant copy of the receipt in accordance with the applicable Card Brand information security and confidentiality requirements for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules may require).

8. RECURRING TRANSACTIONS

For recurring transactions, Client must obtain a written request from the Cardholder for such goods and services to be charged to the Cardholder's account, the frequency of the recurring charge, and the duration of time during which such charges may be made. Client must obtain such written consent before the first recurring transaction, and Client must notify the Cardholder that he or she is able to discontinue consent for recurring billing charges at any time. Client must retain evidence of such written consent for recurring transactions for twenty-four months (24) from the date you submit the last recurring billing charge. If this Agreement is terminated for any reason, Client will, at your own cost, advise all individuals and establishments to whom you submit recurring billing charges that Client no longer accept the Card for amounts owed by such establishments or by such individual. The termination of a Cardholders' services constitutes immediate cancellation of the Cardholder's consent for recurring billing charges. Active has no obligation to notify Client of such cancellation, nor shall Active have any liability to Client arising from any such cancellation. Client will not complete any recurring transaction after receiving a cancellation notice from the Cardholder, notice from Active to not complete a recurring transaction, or a response that the Card is not to be honored.

9. FUTURE DELIVERY

Client will not accept a Card transaction for the sale of goods or services for future delivery. If, however, Client has clearly disclosed your intentions to the Cardholder and the Cardholder agrees, Client may submit the following types of charges to Active before you deliver the goods purchased to the Cardholder: (a) charges representing deposits on (i) custom or special orders (provided that in doing so Client is in compliance with applicable law) and (ii) mail orders for items not in inventory at the time the order is placed; and (b) charges representing advance, partial, or full payment for items the Cardholder requests Client to deliver at a later date. If a Cardholder disputes any of these charges, Active will have the right to Full Recourse for such charge. Client represents and warrants to Active that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. Client will maintain sufficient capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Card transactions taken in connection with future delivery transactions.

10. E-COMMERCE TRANSACTIONS

If applicable, Client may process e-commerce transactions only if the transactions have been encrypted by a third-party vendor acceptable to Active. Client is liable for all chargebacks and losses related to e-commerce transactions, whether or not encrypted. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction.

For goods to be shipped on e-commerce transactions, Client may obtain authorization up to seven calendar days prior to the shipment date. Client need not obtain a second authorization if the Card transaction amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Client's website must contain all of the following information: (i) complete description of the goods or services offered, (ii) return and refund policies, (iii) customer service contact, including email address or telephone number, (iv) transaction currency (such as U.S. or Canadian dollars) (v) any export or legal restrictions, if known, and (vi) delivery policy.

11. PROHIBITED PRACTICES

Client may not split transactions into multiple Card transactions except where: (a) partial payment is entered on the transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or, (b) the amount represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules. Client will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a Cardholder. Client may not process transactions for, receive payments on behalf of, or (unless required by Law) redirect payments to a third party. Client agrees that Active may, within our sole discretion, suspend the Services for a reasonable period of time required to investigate suspicious or unusual activity. Active shall have no liability for any losses Client may attribute to any suspension of funds disbursement. Client will not allow the Service to be used for high risk transactions or transactions for illegal activities. If Client engages in the behavior for illegal activities, you hereby acknowledge liability to Active and all damages suffered by Active, without limitation despite other language in this Agreement to the contrary. Without limiting the foregoing,

Client agree to reimburse Active for any and all costs, expenses, and fines levied on Active by the Card Brands, our sponsor banks, payment processors, or service providers as a result of Client's use of the Services in violation of this Agreement. Active may reverse Card transactions we deem to violate this Agreement, the Laws, Rules, or Policies, and Client agrees to reimburse Active for any such reversal. Client agrees that Active is entitled to invoke the security interest we have, as set forth in this Agreement and all other rights we have, pursuant to a violation of this Agreement, in order to collect the fines levied against Client, or other losses incurred by Active, as set forth in this Agreement.

12. FRAUDULENT TRANSACTIONS

Client will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between Client and a Cardholder or any transaction Client knows or should know to be fraudulent or not authorized by the Cardholder. Client will refer perpetrators of fraudulent transactions, in our discretion, to the appropriate law enforcement agency.

13. MERCHANT SERVICES AGREEMENT

Active may require that you enter into a Merchant Services Agreement if certain Card processing volume thresholds are met by Client's use of the Services. Such threshold is met when Card processing reaches over \$1,000,000.00 USD in any one year period. Active will notify you if this occurs. Client's continued use of the Services after we notify you will constitute your agreement to the Merchant Services Agreement. Your acceptance of the Merchant Services Agreement supersedes all previous payment processing agreements with Active and will remain in effect until terminated by both parties. In the event your Card processing volume falls below the \$1,000,000.00 processing threshold, the Merchant Services Agreement will continue to remain in effect.

14. CUSTOMER CONTACT

Client authorizes Active to contact Client's customers or their bank if Active determines that such contact is necessary to find out information about any payment transaction between Client and the customer. Also, Client will provide to Active upon our request, contact information for your customers as deemed necessary and reasonable by Active.

15. REFUND CREDITS

Client will issue a credit memorandum, instead of making a cash advance, a disbursement, or a refund on any Card transaction. Active's sponsor bank will debit from the amounts owing you under your Active account for the total face amount of each credit memorandum submitted. Client will not submit a credit relating to any Card transaction not originally submitted to Active, nor will Client submit a credit that exceeds the amount of the original Card transaction. Client will, within the time period specified by applicable law, provide Active with a credit memorandum or credit statement for every return of goods or forgiveness of debt for services that were the subject of a Card transaction.

16. USE OF TRADEMARKS

Client's use of Card Brand marks will fully comply with the Rules. Client's use of Active's marks must comply with our instructions. Client's right to use Active marks and the Card Brand marks will cease upon termination of this Agreement. The Card Brands are the sole and exclusive owners of their marks. Active is the sole and exclusive owner of all Active marks. Client agrees to not contest the ownership of the marks for any reason. Active may at any time, immediately and without advance notice, prohibit the use any of the trademarks for any reason.

17. INFORMATION SECURITY

Client must keep all systems and media containing account, Cardholder, or transaction information (physical or electronic, including but not limited to account numbers, and card imprints,) in a secure manner, to prevent access by or disclosure to anyone other than your authorized personnel. Client must destroy in a manner that will render the data unreadable all such media that you no longer deem necessary or appropriate to store (except for receipts maintained in accordance with this Agreement, Laws, Rules, and Policies). Further, Client must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. Client may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. Client must notify Active in the event Client uses any agent that will have access to Cardholder data. Card Brand regulations mandate that all agents that access, store, transmit, or process Cardholder data must be registered and comply with the established data security standards of PCI DSS and PA-DSS.

If Client stores Cardholder account numbers, expiration dates, and other personal Cardholder data in a database, Client must follow Card Brand guidelines on securing such data. Client must, at all times, remain in compliance with the PCI DSS and PA-DSS, as applicable, and as mandated by the Card Brands and Active's sponsor bank.

In the event of breach of, intrusion of, compromise of, or otherwise unauthorized access to Cardholder account information which is stored and in the possession of Client or Client's agents, Client must immediately notify Active and provide us with information relating and pertaining to the type, nature, and extent of Cardholder account information which has been compromised. Further, Client must cooperate with Active regarding reasonable requests for information and details regarding the compromise of Cardholder account information. Client will make all reasonable, good faith efforts to remedy and address the cause of said breach, intrusion, compromise, or otherwise unauthorized access to Cardholder account information. Client shall maintain industry "best practices" regarding continuity procedures and systems to ensure security of Cardholder account information in the event of a disruption, disaster, or failure of Client's respective data storage system and/or facility.

18. THIRD PARTY SERVICE PROVIDERS

If Client uses special services or software provided by a third party to assist in processing transactions, including authorizations and settlements, or accounting functions, Client is responsible for ensuring compliance with the requirements of any third party. Active is not responsible for any transaction until the point in time Active receives data about the transaction. Active has relationships with the Card Brands to provide the Services. The

Card Brands have the right to enforce any provision of the Card Brand Rules and to prohibit Client and Active from engaging in any conduct that the Card Brands deem could injure or could create a risk of injury to the Card Brands, including injury to reputation, or that could adversely affect the integrity of the interchange system, the Card Brands' Confidential Information as defined in the Rules, or both. Client will not take any action that could interfere with or prevent the exercise of this right by the Card Brands.

19. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to all other warranties provided under this agreement, Client represents and warrants that (a) Client has never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, Client has disclosed this to Active and (b) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from Client and does not involve a Cardholder obtaining cash from Client unless allowed by the Rules and agreed in writing with Active.

20. ADDITIONAL INDEMNIFICATION AND LIMITATION OF LIABILITY

In addition to any other indemnity obligations provided under this Agreement, Client also agrees to indemnify and hold harmless Active's sponsor bank for acting in accordance with any instruction from Client or Active regarding Client's use of the Services. Further, Client shall indemnify and hold harmless Active's sponsor banks, the Card Brands, and Active, and all employees, officers, directors, shareholders and agents of Active or Active's sponsor bank from any and all loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs) paid or incurred by any one or more of them, arising from, caused by, or attributable to, any of the following: (1) any Card transaction processed under this Agreement, (2) any breach by Client of this Agreement and those related to any bankruptcy proceeding; (3) willful misconduct, fraud, intentional tort or negligence by Client or that of Client's employees, agents or representatives; (4) theft, embezzlement, or unauthorized use; or (5) action by Active or Active's sponsor bank exercising any right under this Agreement, Laws, Rules, or Policies.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S SPONSOR BANK'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO \$10,000 U.S. DOLLARS.

21. IRS REPORTING

To comply with IRS 1099-K reporting requirements, Active may be required to file a form 1099-K with the U.S. Internal Revenue Service (IRS). Active may collect 28% federal backup withholding upon transaction settlement, on behalf of the IRS, from Client if Client does not supply your legal name, SSN or EIN, or if Client fails to respond to a request from Active to verify the same. All withholdings will be remitted to the IRS as required by law. To avoid potential backup withholdings, Client should notify Active any time there is a change to your SSN, EIN, legal name, or business address, and ensure you respond to any request for verification and record update from Active.

22. RIGHTS AND REMEDIES CUMULATIVE

The rights conferred upon Active, Active's sponsor banks, and the Card Brands in this Agreement are not intended to be exclusive of each other or of any other rights and remedies Active has under this Agreement, at law, or in equity. Rather, each and every right Active has at law or in equity will be cumulative and concurrent and in addition to every other right.

23. AMENDMENTS

This Agreement and the Policies referenced and incorporated in this Agreement may be amended, modified, or revised at any time without notice. While Active may notify Client as the Agreement or Policies are modified, it is Client's sole responsibility to review and maintain familiarity with the Agreement and Policies, including any changes that may be made to these documents, respectively, from time to time thereto, and Client is bound by any changes. The amendments to this Agreement and/or Policies referenced herein will become effective and binding upon Client immediately. In the event Client does not agree to the aforementioned amendments and do not wish to be bound the terms and conditions thereto, Client shall provide written notice to Active. Notwithstanding the foregoing, changes to fees authorized by this Agreement will be effective upon the giving of notice to Client and any fee increase, change in Rules, or other requirement imposed by Card Brands may be passed on to Client and will be effective upon the giving of notice to Client.

24. AGENCY RELATIONSHIP

Client authorizes Active with respect to the Services to act as Client's agent for the limited purposes of holding, receiving, and disbursing funds on Client's behalf. Client's authorization permits Active to generate an electronic funds transfer to process each payment transaction. This authorization will continue until this Agreement is terminated. Client agrees that Active's receipt of transaction proceeds satisfies your customers' obligations to Client. Active will remit funds actually received by Active on Client's behalf, less amounts owed to Active, subject to any chargebacks or reserve withheld or applied as per this agreement.

25. SECURITY INTEREST, RESERVE, RECOUPMENT, PERSONAL GUARANTEE

Because Active is financially responsible for action taken by you using the Services, we require certain protective measures as outlined below.

This Agreement will constitute a security agreement under the Uniform Commercial Code. You grant to us a security interest in and lien upon: (a) all funds representing amounts owing you under this Agreement at any time in the Member Operating Account, regardless of the source of such funds; (b) all funds at any time in the Reserve Account (as defined below), regardless of the source of such funds; (c) present and future Card transactions; and, (d) any amount which may be due to you under this Agreement, including, without limitation all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other security to us upon request to secure your obligations under this Agreement. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing

or later entered into between you us including, but not limited to, your obligation to pay any amounts due and owing to us. We may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing of your Secured Assets. Upon our request, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, we will have all rights afforded under the Uniform Commercial Code and any other applicable law and in equity. You must obtain from us written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment. As such, we are not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, you agree not to contest or object to any motion for relief from the automatic stay filed by us. You authorize us and appoint us your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

For the purpose of providing a deposit and a source of funds to pay us for amounts owed by you, you shall deposit to an account maintained by us titled to our sponsor banks, initially or at any time in the future, as requested in good faith by us, sums sufficient to satisfy your current and/or future obligations as determined by us ("Reserve Account"). Funds, if any, in the Reserve Account shall remain in the Reserve Account until each of the following has occurred: (a) this Agreement has been terminated; and, (b) you have paid us in full all amounts owing or that could ever be owed under this Agreement, including, without limitation, all outstanding or uncollected amounts and potential chargebacks. Our sponsor banks shall have sole control of the Reserve Account. Our sponsor banks or we may, at any time, require that the amount on deposit in the Reserve Account be increased and shall have sole discretion as to the amount from time to time. In no event shall you be entitled to a return of any sums remaining in the Reserve Account for 270 days following the effective date of termination of this Agreement. We have the right to debit your funds in the Member Operating Account to establish, increase, or maintain funds in the Reserve Account. We may deposit into the Reserve Account funds we would otherwise be obligated to pay you, for the purpose of establishing, increasing, or maintaining the Reserve Account in accordance with this section, if we determine such action is reasonably necessary to protect our interests. You understand and agree that if you are required to establish a Reserve Account, you have an obligation under this Agreement to maintain at all times a balance in the Reserve Account sufficient to protect us against losses resulting from transactions initiated by you. Active may, without notice to Client, apply funds deposited in your Reserve Account against any outstanding amounts you owe us under this Agreement or any other agreement between Client and Active. Also, Active may debit your Reserve Account to exercise our rights under this Agreement to collect any amounts due to us including, without limitation, rights of set-off and recoupment.

Active has the right of recoupment and set-off. This means that Active may offset any outstanding or uncollected amounts owed to us from: (a) any amounts owed to Client and (b) any other amounts Active may owe Client under this Agreement or any other agreement. Client acknowledges that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to Active, Client must create or maintain the Reserve Account and Active will have the right to offset against the Reserve Account for any and all obligations which Client may owe to Active, without regard to whether the obligations relate to Card transactions initiated or created before or after the filing of the bankruptcy petition.

26. DESIGNATION OF DEPOSITORY

The financial institution set forth in Client's application or order form is designated by Client as a depository institution ("Depository") for its card indebtedness hereunder. Such financial institution must be a member of an Automated Clearing House Association. Client authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Client's account(s) with Depository (the "Account(s)"). Active and/or its sponsor banks may charge the Account(s) for any amount due under this Agreement. Active must approve in writing any proposed changes to the Account(s) or to the Depository. Client represents and warrants that: (a) the Client Account(s) will always be in the same legal and DBA (if applicable) name as Client's name on Client's application or order form; (b) Client will own and maintain control of the Account(s) and will keep such Account(s) open at all times during the term and as long as any reserve account is in effect; and, (c) the Account(s) will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or Law, including without limitation merchant processing activity associated with other accounts and/or processors. Client hereby authorizes Depository to release any and all account information to Active as Active may request without any further authorization, approval, or notice from or to Client.

27. DISCOVER PROGRAM MARKS

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

28. Termination

28 (a) Termination without cause. Active or its sponsor bank may terminate this Agreement without cause upon 30 days advance written notice to Client.

28 (b) Termination for cause. Active or its sponsor bank may terminate this Agreement in its sole discretion, effective immediately, upon written notice to Client if Active or its sponsor bank reasonably determines that any of the following conditions exist:

- (i) Client has violated any provision of this Agreement.
- (ii) There is a material adverse change in Client's financial condition, material change in Client's processing activity, processing activity inconsistent with the Merchant Application, or Active or its sponsor bank determines in its sole discretion that Client's processing activity could result in a loss to Active or Active's sponsor bank.