

Bank Release Authorization

Forward to Commercial Accounts Representative

SALES ORGANIZATION INFORMATION			
SALES ORGANIZATION: Kinetic Products Group	SALES PERSON:	SALES ID:	DATE:
BUSINESS INFORMATION:			
PHONE:		CORPORATE NAME:	
FAX:	E-MAIL:		
PHYSICAL BUSINESS ADDRESS:		CONTACT:	
CITY:	STATE:	ZIP:	FEDERAL TAX ID#:
BUSINESS TYPE:	AVG NUMBER CHECKS PER MONTH:	AVG # RETURNED CHECKS MONTH:	
SE checXchange Plus™ PROGRAM? * YES * NO Returned items will be returned directly to MTSI and merchant will be charged \$5.00 for every returned item *	SEND UNCOLLECTED CHECKS TO SECONDARY COLLECTIONS? * YES * NO	AVERAGE CHECK AMOUNT: \$ _____	
MERCHANT:		MONEY TRANSFER SYSTEMS REPRESENTATIVE:	
Signature: _____		Signature: _____	
Print Name: _____		Print Name: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	

BANK INFORMATION			
BANK NAME:		BANK CONTACT:	
BANK ADDRESS:		BANK PHONE NUMBER:	
CITY:	STATE:	ZIP:	BANK FAX NUMBER:
BANK ROUTING NUMBER (9 DIGITS)		BANK ACCOUNT NUMBER (5-25) DIGITS	
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; text-align: center;"> Stamp current bank deposit stamp here For checXchange Plus™ only </div>		TO WHOM IT MAY CONCERN: I hereby authorize and instruct you to mail all returned items after first presentation for payment and determination of uncollectible funds to Money Transfer Systems, Inc. It is important that you forward these items after the first presentation; do not redeposit, hold, or attempt to present each item a second time. Remit All Returned Checks To: Money Transfer Systems, Inc. P.O. Box 936 Dunedin, FL 34697	
		Please confirm receipt of this form by completing this section and faxing this form to (727) 499-7003	
BANK USE ONLY			
BANK OFFICER NAME:		COMMENTS:	
BANK SIGNATURE:		DATE:	

TERMS & CONDITIONS OF AGREEMENT

Company authorizes Money Transfer Systems, Inc. (MTSI) to re-present all return check items forwarded to MTSI by Company or Company's bank(s) in accordance with the Electronic Funds Transfer Act of the Federal Reserve Governing Board. Company authorizes MTSI to originate an electronic debit for a separate Non Sufficient Funds fee, an amount posted by the Company and agreed by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws. Company authorizes MTSI to initiate credit/debit entries for collected checks equal to the agreed upon sum in the terms on this agreement. Company acknowledges that the origination of ACH transaction to my account must comply with the provisions of U.S. Law.

MTSI will be allowed thirty (30) days from the date of receipt of a return check item to complete their electronic re-presentation process. If this Agreement is terminated for any reason, MTSI will retain the right to complete their electronic re-presentation process for all returned check items forwarded to MTSI prior to termination. MTSI does not guarantee the collection or payment of any returned item presented to MTSI for electronic re-presentation. However, MTSI will provide its best efforts to collect company's NSF checks. MTSI makes no representation or warranty as to the collectivity or validity of any returned item. MTSI retains the right to refuse to process any transaction submitted by Company. If any customer pays Company directly, the Company agrees to forward any return fees received to MTSI.

For checks collected electronically: MTSI will pay the Company 100% of the face value of the check. If the Company agrees to secondary collections, after the 30 day MTSI electronic recovery period, MTSI is authorized to assign this agreement to any parent, subsidiary, affiliate, or successor-in-interest and proper notice will be given to all parties involved. Company agrees to a collection fee of 30% of the face amount of the check for all checks collected with secondary recovery processes. The Company will receive 70% of the face value of the check or a percentage equal to the amount collected if only partial payments are received. All reimbursements due to Company will be paid 30 days after collected funds have settled.

Company agrees to display Decals supplied by MTSI at all point of sale locations at all times and provide the same disclosure language on all printed invoices and receipts.

Either party to this Agreement may terminate this Agreement by giving the other party thirty (30) days written notice of said termination.

If Company fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, then MTSI may terminate this Agreement immediately by giving notice to the Company.

MTSI may change the terms of this Agreement at any time by giving company ten (10) days notice of said change. If company does not agree to the change then Company may terminate this Agreement. The laws of the State of Florida shall govern this Agreement. All questions regarding this Agreement and Electronic Check Processing should be referred to:

Money Transfer Systems, Inc.

P.O. Box 936
Dunedin, FL 34697
Office: (800) 208-2964 Fax: (727) 499-7003
www.checXchange.com

checXchange™

Company agrees to complete Bank Authorization form provided by MTSI and forward to the bank(s) utilized by Company so that all returns shall be forwarded to MTSI after first presentation.

checXchange Plus™

MTSI shall retain sole discretion to enroll the Company in the checXchange Plus™ Service.

The Company hereby grants MTSI a limited Power of Attorney (POA) for the sole purpose of establishing and maintaining a separate Returned Items Clearing Account at The Bank of Kentucky. Company ratifies any transactions originated pursuant to this POA. Such account will be titled in the names of both the Company and MTSI; however, MTSI will have sole signature power for the account.

MTSI shall have full authority to debit the Company's primary bank account for the entire face amount of any item returned to MTSI for recovery through the checXchange service. MTSI is further authorized to debit the merchant's primary bank account, subject to payment of a "processing fee" in an amount as indicated on the face of this Agreement and agreed to by Company and MTSI.

MTSI shall have full authority to take title to the check in the event the debit to the Company's primary bank account is not honored. The Company will no longer be authorized to use, and must discontinue use, of the bank endorsement stamp provided to it by MTSI in the event MTSI, in its sole discretion, elects not to process any returned items for the Company for any reason upon giving the Company not less than one (1) days prior notice. Company agrees to immediately return the endorsement stamp to MTSI upon receipt from MTSI of a UPS or FedEx Call Tag.

All disputes between Company and its customers relating to a check transaction shall be settled between Company and said customer. Company agrees to indemnify and hold MTSI harmless from any claim, liability, loss or expenditure resulting from Company's actions or in-actions, including but not limited to failing to obtain written authorizations or post notices as required by this Agreement. Notwithstanding the foregoing, MTSI agrees to indemnify and hold Company harmless from any claim, liability or loss by MTSI actions or in-actions while processing returned check items from Company. Any dispute between MTSI and the Company shall be submitted to binding arbitration, to be conducted pursuant to the rules of the American Arbitration Association. Any arbitration proceedings will occur in Clearwater Florida, Pinellas County. Each party represents warrants and mutually agrees that all information concerning the other party which comes into its possession shall be maintained as confidential and shall not be used or divulged to any other party except as necessary to permit the activities contemplated under the agreement. MTSI may advise potential users of its service that Client has a relationship with MTSI.

All transactions covered by this Agreement are governed by the Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations. MTSI complies with the Gramm-Leach-Bliley Privacy Act, Public Law 106-102, Title V, governing the Disclosure of Nonpublic Personal Information - 15 USC, Subchapter I, Sec. 6801-6810 and Fraudulent Access to Financial Information - 15 USC, Subchapter II, Section 6821-6827.