

Payment Center TRUST AGREEMENT

THIS AGREEMENT is between Multi Cash, Inc and their third party processor SFS Check, LLC / DBA NoCheck, located at 39555 Orchard Hill Place Suite L75 Novi, MI 48375 herein referred to as the "Company" and _____ (herein called "Trustee") a for-profit business located at _____

In consideration of the mutual promises set forth below, Company and Trustee agree as follows:

1. Trust Relationship.

(a) Company appoints Trustee as its trustee authorized to sell or offer for sale various financial services and/or products provided by Company, which may include without limitation the sale of, collection of utility payments, money transfer, and such other services or products as Company may introduce from time to time (collectively, "Company Products"), and authorize Trustee to sell or offer for sale the Company Products, all in accordance with the provisions stated herein. The Specific Company Products that Trustee is authorized to sell or offer to sell pursuant to this Agreement are specified in the Schedule(s) attached to this Agreement. The Schedule(s) attached to this Agreement may be modified from time to time, by the agreement of Company and Trustee, which agreement may be evidenced by the execution of new or additional Schedule(s) by Company and Trustee. Upon the Effective Date of this Agreement, and pursuant to its terms, Trustee shall be a trustee and act in a fiduciary capacity with respect to any Company Products or Trust Funds in Trustee's possession. "Trust Funds" shall mean any and all funds collected by Trustee from the sale of Company Products.

(b) Trustee agrees to hold Company Products and Trust Funds in trust for the benefit of Company. Company may require Trustee to maintain Company Products and Trust Funds separate and apart from all other funds and monies of Agent and not be commingled with any other funds and/or monies. In the event Trustee does commingle the Trust Funds with any other funds and/or monies, such other funds and/or monies shall be deemed to be impressed with a trust up to the amount owed to Company. It is expressly understood that Trustee does not by operation of this Agreement acquire any right, title or interest of any kind in the Company Products, Trust Funds or Company Fees (as hereinafter defined). All Company Products, Trust Funds and Company Fees remain the sole and exclusive property of Company.

(c) Trustee shall comply with all federal, state and local statutes, rules and regulations respecting the segregation and remittance of trust proceeds. To the extent that this Agreement contains more restrictive requirements than such statutes, rules or regulations, this Agreement shall control.

2. Trustee Procedures.

(a) Trustee shall sell the Company Products in accordance with all the applicable terms and conditions set forth in the Schedule(s) attached hereto, Company operations manuals, record retention rules, Bank Secrecy Act Compliance Manual, and all other applicable policies, rules and regulations, all of which may be amended from time to time by Company in its sole and absolute discretion.

(b) Trustee shall accept only cash in payment for Company Products. Trustee's acceptance of any other form of payment is at Trustee's **own** risk and Trustee shall be liable to Company for any funds due to Company from the sale of Company Products by Trustee regardless of whether Trustee ultimately receives payment therefore.

3. Remittance and Reporting Procedures.

(a) Trustee shall pay Company a fee in accordance with the fee schedule for the applicable Company Product specified in the Schedule(s) attached hereto ("Company Fee").

(b) Trustee, at its own expense, will pay to Company all Trust Funds, together with the Company Fee for each Company Product sold as follows: On the Remittance Day(s) (as designated on the attached Schedule(s) or from time to time by Company), before 12:00 noon, Detroit, Michigan time, each week, including holidays, Trustee will telephone and advise Company of the total amount due Company. The amount will be equal to the sum due for Company Products sold during the Reporting Period plus the Company Fee for such Company Products sold. This telephone call will serve as Trustee's authorization for Company to initiate an Electronic Funds Transfer to draw on Trustee's designated bank account. A copy of the Credit Ticket indicating the amount and date of payment will be included with the current Report submitted to Company pursuant to Subsection 3(b) above.

(c) In the event that Trustee fails to pay Company in accordance with the foregoing, Company at its option may do any or all of the following: (i) demand immediate wire transfer of Trust Funds; (ii) immediately terminate this Agreement; (iii) exercise any other legal or equitable remedies available for which it shall be entitled to full reimbursement of all costs and expenses incurred by Company including without limitation, actual attorney's fees and expenses, or; (iv) assess an administration fee on the amount of the payment due for each day Trustee fails to make such payment equal to Thirty Dollars (\$30.00) per day.

(d) In the event Trustee's remittance is returned, Company will impose a return charge per remittance, in the amount of \$20.00.

(e) Company shall have the right to offset or deduct the administrative fee and/or return charge from any funds, which may be due and owing to Trustee.

(f) Company may change or amend the provision of Subsection 3 (a)-(g) hereof on thirty (30) days prior written notice to Trustee including but not limited to the amount of fees and other charges. Upon Trustee's receipt of notice of such change or amendment, Trustee may elect to terminate this Agreement by delivering prior written notice to Company before the expiration of said thirty (30) day period. If Trustee terminates this Agreement, the changes shall not take effect. Trustee's failure to terminate this Agreement, in accordance with this Paragraph (h), shall be deemed a consent by Trustee to such changed or amended provision.

4. Services to be provided by Company.

(a) After acceptance of this Agreement, Company shall arrange for distribution of the specified Company Products to the locations designated by Trustee. Trustee shall inform Company by written notice of all locations to be opened or closed for the sale of

Company Products.

(b) Notwithstanding anything herein to the contrary, Company shall have the right to reject or dishonor any Company Product which is sold or issued by Trustee in violation of the terms and conditions of this Trust Agreement, any Schedule(s) hereto, or specified within the specific Company Product. Additionally, if any Company Product is voided or deleted by the Trustee after its sale or issuance, and notwithstanding such voidance or deletion, the same is presented for payment to Company, Company may, at its sole option, elect to honor such voided or deleted item, in which event the Trustee shall be fully liable for the full amount of the amount paid by Company with respect to such item. The payment for such voided or deleted item shall be remitted by Trustee on the next Remittance Day of Trustee.

5. Safekeeping and Liability for Loss.

a) Trustee shall safeguard and protect all Company Products and all Trust Funds in its capacity as a fiduciary or trustee entrusted with such cash or similar instruments for safekeeping. As used in this Section 5, the term "Trustee" shall mean and include any officer, employee, or representative, of Trustee.

b) Trustee shall be absolutely liable to Company and agrees to indemnify and hold Company harmless from any claims, losses, damages, liabilities or expenses incurred by Company and arising out of any loss, misuse, theft, burglary, forgery, robbery, misappropriation, or other crime, a destruction, mysterious disappearance, and all other causes of loss with respect to the Trust Funds and any Company Products, including without limitation, money transfer.

c) Trustee shall be absolutely liable for any loss, theft or misappropriation of the Trust Funds and/or Company Fees due Company at any time and under any circumstances until those Trust Funds and/or Company Fees are received by Company.

6. Term and Renewal.

(a) This Agreement shall become effective upon acceptance by Company as of the date written on the signature page ("Effective Date") and shall continue in effect for a period of three (3) years ("Initial Term").

(b) The Initial Term shall be automatically renewed and extended for a period of three (3) years. Each extension term thereafter shall be referred to as the "Renewal Term". If either party elects not to renew the Initial or Renewal Term, a written notice shall be given to the other party at least ten (10) days prior to the expiration of the then unexpired term.

(c) During the Initial Term or any Renewal Term, Company may immediately terminate this Agreement (i) in the event that there is an adverse change in the Trustee's financial condition or any other condition as Company may determine, or (ii) in the event Trustee fails to comply with any of the terms and conditions of this Agreement and any amendments, Schedule, or addenda hereto.

(d) Upon termination of this Agreement, Trustee shall immediately remit to Company the Trust Funds and Company Fees. Trustee shall also return to Company all unsold Company Products and any equipment, display material, manuals, or other property furnished to Trustee by Company.

7. Legal Compliance.

Trustee shall comply with all laws and regulations applicable to its business and the sale of Company Products.

8. Indemnification.

Trustee shall indemnify and hold Company, its affiliates, directors, officers, agents and employees harmless from all losses, claims, demands, actions, suits, proceedings or judgments, including costs and actual attorney's fees, assessed against or incurred by Company, resulting, in whole or in part, from actions or omissions, whether done negligently or otherwise, by Trustee, its directors, officers, employees or representatives arising out of this Agreement, or the sale of Company Products by Trustee, including without limitation, any Company actions taken at Trustee's instruction or request, or from the violations of any laws, rules, regulations or ordinances by Trustee. The indemnification obligations set forth hereinabove shall survive the termination of this Agreement.

9. Assignment.

(a) Neither this Agreement, nor any of the rights hereunder, including any payments due, may be assigned by Trustee to any other person or entity including a successor in interest, whether by operation of law or otherwise without the prior written consent of Company. However, Company may assign this Agreement or any or all of its rights, obligations or duties under this Agreement without the prior written consent of Trustee. In the event that Trustee attempts to assign this Agreement or any of the rights or duties hereunder to any third party without the prior written consent of Company, then Company may immediately terminate this Agreement.

(b) In the event there is a change in the ownership or control of Trustee or Trustee ceases to exist as it exists as of the date hereof, for whatever reason, Trustee shall notify Company in advance of the effective date of such change and Company, at its sole option, may terminate this Agreement.

(c) Trustee shall give written notice of the existence of this Agreement to any purchaser, transferee, assignee or their successor in interest of Trustee's business prior to any sale, transfer or assignment of same and shall immediately provide Company with a copy of such notice. In no event shall Trustee be relieved of liability to Company arising hereunder unless and until purchaser, transferee, assignee or other successor interest of Trustee's business shall expressly assume such liability in writing and Company consents to same in writing.

(d) Upon initiation of a bankruptcy case by or against Trustee, Trustee shall immediately give written notice to Company of such event so that Company can act to preserve any lien it might have under Paragraphs 1 and 3 of this Agreement or applicable law.

(e) Notwithstanding anything to the contrary herein, Company may designate any other person or entity as its agent to perform or to assist Company in the performance of the services to be provided by Company hereunder.

(f) If there is a change in ownership or control of Trustee, the new and old owners shall be jointly and severally liable for all Company Products sold before or after the change in ownership until Company has received written notification of and consented to such change of ownership in writing.

10. Notices.

Unless otherwise agreed to by the parties in writing, all notices hereunder shall be in writing and shall be sent by first class mail postage prepaid, telex, facsimile, telegraph, receipted courier service, or shall be personally delivered, to the other party at its

respective address specified at the top of this Agreement, or to each party, at such other address or addresses as shall be designated in a written notice to the other party or the person whose signature appears herein below at the address first set forth above. All such notices, requests and communications if communicated as set forth above shall be effective when sent or personally delivered.

11. Confidentially.

During both the term of this Agreement and forever thereafter, notwithstanding termination of this Agreement, Trustee shall neither directly nor indirectly disclose, disseminate or make use of the confidential business or technical information of Company at any time provided to Trustee by Company ("Confidential Information"). Confidential Information is the exclusive property of Company and shall include, without limitation, all information which is not publicly available, whether oral or written, relating to any and all products, research projects, policies, procedures, computer information and programs, software programs and components, financial pricing and sales of Company, the identity of actual and potential Company customers and any and all other information relating to the business of Company.

12. Governing Law.

This Agreement shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of Michigan. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to make the same valid and enforceable, but in all events, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

13. Entire Agreement.

- (a) This Agreement, including all Schedule, Exhibits and Addenda hereto, constitutes the entire and sole agreement between the undersigned parties with respect to the subject matter herein. This Agreement supersedes all prior understandings, arrangements or
- (b) Except as provided herein above, no modification, renewal, extension or waiver of any of the provisions of this Agreement shall be binding upon either party unless made in writing and signed by the parties.
- (c) No waiver by Company of any breach of this Agreement by Trustee shall be deemed a waiver of any other or subsequent breach by Trustee.

14. Waiver of Jury Trial.

Each party hereby irrevocably waives any rights they may have to a trial by jury in any judicial proceeding relating to this Agreement, or in any document executed pursuant to this Agreement.

15. Trustee's Representation.

Trustee represents and warrants that Trustee, its officers, directors, shareholders and owners have not been convicted of any felony, except as previously disclosed to Company in writing. This representation and warranty shall be true and correct as of the Effective Date, and shall continue during the term of this Agreement. In the event that the Trustee, its officers, directors, shareholders and owners are convicted of a felony during the term of this Agreement, then Trustee shall provide immediate notice of such conviction, in which event Company shall have the right to terminate this Agreement and to suspend the Trustee's ability to provide the Company Products immediately.

16. Company' Liability.

Trustee hereby waives any claims, and the right assert any claims, against Company, its affiliates, directors, officers, agents, or employees for lost profits, or punitive, special, consequential or similar damages.

17. Company' Right.

Company shall have the right to establish, from time to time, and in Company' sole discretion, both daily and single transaction limits relating to the number and principal amount of transactions that may be transacted through Trustee under this Agreement.

18. Trustee's Acknowledgement.

Trustee agrees and acknowledges that its obligation to pay the Trust Funds and the Company Fees to Company is not subject to any right or claim of setoff by Trustee, and such Trust Funds and/or Company Fees shall be due regardless of the presence or absence of any negligent act or omission on the part of Trustee, Company, or any agents or employees of such parties. In the event of any alleged breach by Company of its obligations hereunder, Trustee shall notify Company, in writing, within thirty (30) days from the date such alleged breach occurred. Failure by Trustee to notify Company of such alleged breach, in writing, within such thirty (30) day period, shall be deemed a waiver by the Trustee of such alleged breach. If Trustee is a partnership, corporation, limited liability company, or other association, the individual(s) executing this Agreement on behalf of such entity, warrant(s) and represent(s) is validly organized and existing, and authorized to do business under the laws of the State of Michigan, and that the form of entity is as set forth in the Agreement, that the entity has lawful authority to enter into this Agreement, and that the execution of this Agreement by such individual(s) is binding in accordance with the terms and conditions hereof. If Trustee consists of more than one person or entity, then the obligations imposed on Trustee shall be joint and several.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ANY SCHEDULE ATTACHED HERETO OR ADDED IN THE FUTURE WHICH ARE MADE PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties **have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.**

WITNESS: No witness needed with a Photocopy of your ID
Signature: _____

Print Name: _____

Address and Phone: _____

Date: _____

Trustee: Owner(s)
Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS:
Signature: _____

Print Name: _____

Address and Phone: _____

Date: _____

Accepted by Company:
By: _____

Its: _____

Date: _____

SCHEDULE 1 UTILITY PAYMENTS

This SCHEDULE is attached to, and made a part of, a certain Trust Agreement ("Trust Agreement") between Company ("Company"), and the trustee named below ("Trustee"). Trustee is hereby authorized to act as an Company utility payment service center for utility bills designated by Company from time to time, as one of the Company Products permitted under the Trust Agreement, subject to the terms and conditions set forth in the Trust Agreement, and to the following additional terms, conditions and procedures:

1. Trustee shall accept utility payments only in accordance with the instructions and procedures of Company. Such procedures and instructions may be amended from time to time by Company in its sole discretion, and shall become part of this Schedule.
2. Trustee shall collect the amount due under each bill and Trustee may also collect and establish consumer fee. Trustee shall comply with all laws and regulations with respect to such fees.
3. Trustee shall pay, as a Company fee with respect to utility bills, a fee of (\$) Dollars for each bill payment accepted by Trustee.
4. If Trustee shall void or delete any utility payment receipt, and such voided or deleted utility payment is subsequently presented to Company for payment, the Trustee shall be liable to Company for the full amount of such utility payment without regard or reference to Company' obligation to pay or not pay such utility payment and shall indemnify Company from any liability or damages, costs and expenses Company may incur with respect to such voided or deleted utility payment. Additionally, Company shall have the right to deny payment for such deleted or voided utility payment.
5. The defined terms used herein shall have the same meaning given to them in the Trust Agreement, unless indicated otherwise herein.

IN WITNESS WHEREOF, this Schedule shall become effective as of the last date noted below.

WITNESS: No witness needed with a Photocopy of your ID
Signature: _____

Print Name: _____

Address and Phone: _____

Date: _____

Trustee: Owners
By: _____

Its: _____

Date: _____

WITNESS:

Signature: _____

Print Name: _____

Address and Phone: _____

Date: _____

Accepted by Company :

By: _____

Its: _____

Date: _____

Agent Application

Date _____

Schedule A – Owner Information

Please List All Owners

1. First, Middle, Last Name

2. % of Ownership

3. Social Security #

4. Birth Date

(a) _____

(a) _____

(a) _____

(a)

(b) _____

(b) _____

(b) _____

(b)

(c) _____

(c) _____

(c) _____

(c)

5. Home Address – Number & Street, City, County, State, Zip and Home Phone Number

(a) _____ (____) _____

(b) _____ (____) _____

(c) _____ (____) _____

Schedule B – Business Information

New Agent Agent

1. Name of Business

2. Telephone Number

Doing Business As: _____ 3. Federal Tax I.D. #: _____

4. Business Address: _____

5. Type of Business Organization _____ 7. Engaged in Present Business: _____ Years at Present Address: _____ Years
 Corporation Partnership Individual Previous Experience

6. Type of Business: _____ Address and Phone # _____

CONFIDENTIAL CREDIT INQUIRY

(_____)
 (_____)
 Attention, Credit Information Officer

All Statement contained in this application and in the Financial Statements are true and correct. Permission and authorization is hereby granted to Company any creditors or references set forth herein, and prior employers, trade references, Dun and Bradstreet, Banks or local Credit Services, without regard to whether they are listed herein, to verify, receive and exchange additional information now and in the future relevant to this application regarding the business and personal information. The undersigned further agrees that neither Company or anyone who has furnished Company any information concerning the undersigned shall be responsible or liable for any losses and damages the undersigned may suffer in consequence thereof. The above mentioned business has applied for a "Company" store pay system. Your name has been given to us by the applicant as a bank reference. We would appreciate any information you may be willing to furnish as to the nature and importance of the account maintained with you, loans or other credit accommodation granted, and your experience with the applicant. Your comments as to financial responsibility, progress and general standing of the applicant will also be helpful. Our inquiry does not fall within the limitations of the Federal Fair Credit Reporting Act, (Public Law 91-508) since we are seeking such information for the sole purpose of evaluating the viability of maintaining a commercial relationship with the applicant.

Business Name: _____

By: _____ Date: _____
 (Signature of Owner or Authorized Representative – Give Title)

SFS Check, LLC

ACH AND PRE-AUTHORIZED DRAFT AUTHORIZATION AGREEMENT

1. Trustee authorizes Company to initiate debit and credit entries to the account specified in accordance with this Authorization and applicable Rules relating to corporate trade payments entries of the National Automated Clearing House Association and its related member associations (the "Rules). Debit entries are payments of obligations owing from time to time by trustee to Company.
2. Any entry not returned in accordance with the Rules shall be deemed accepted by Trustee as to amount.
3. Trustee warrants (i) that, if Trustee is a natural person, the account is maintained primarily for commercial purposes and not for personal, family or household purposes; (ii) that the signature(s) below are all the signature(s) necessary to make this Authorization effective as to entries to the account; and (iii) Trustee will continue to maintain the account while this Authorization is in effect. Neither Trustee nor Company is liable for any act or omission of any automated clearing house, depository, or other person, including the originating depository financial institution. Trustee will indemnify and hold harmless Company for any and all claims, demands, losses, liabilities or expense, including attorney fees and expenses, directly

or Indirectly resulting or arising out of the breach of these warranties and representations.

4. Either party may terminate this Authorization by giving (60) days written notice to the other party. This Authorization remains in effect as to all entries which occurred before the effective date of termination.
5. If the automated debit entry is returned because of insufficient funds or no open account, Company will assess a charge of \$ __20.00__.
6. Michigan governs. "Trustee" means each person who signs below.
7. This Authorization contains the entire agreement of the parties with respect to the subject matter herein. This Authorization may be amended only by writing signed by both parties.

DEPOSITORY NAME	BRANCH	CITY	STATE	ZIP CODE
TRANSIT/ABA NUMBER	CHECKING	SAVINGS	ACCOUNT NUMBER	
TRUSTEE NAMES (Please Print)				
NAME EXACTLY AS IT APPEARS ON THE ACCOUNT			TELEPHONE NUMBER	
SIGNATURE	DATE	SIGNATURE	DATE	
TYPE NAME AND TITLE		TYPE NAME AND TITLE		

Payment Center

AGENT APPLICATION

Check List

PLEASE REAS AND REVIEW PAPERWORK PRIOR TO FAXING. PROVIDE ALL THE NECESSARY INFORMATION REQUIRED TO COMPLETE YOUR SET-UP AND FAX TO: (714) 816 – 8763

QUICK LAUNCH PROGRAM CAN HAVE AGENTS SEP-UP WITHIN 1 BUSINESS DAY! HERE'S WHAT YOU NEED TO ENROLL USING MULTI CASH PAYMENT SOLUTIONS STANDARD AGREEMENT PACKAGE.

- QUICK LAUNCH FORM
- AGENT APPLICATION
- CONFIDENTIAL CREDIT INQUIRY
- TRUST AGREEMENTS
- SCHEDULE 1 UTILITY PAYMENTS
- ACH AUTHORIZATION AND VOIDED CHECK
- COPY OF VALID DRIVERS LICENSE

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR AGENT OR MULTI CASH INC AT: (714) 816 – 8733

1. AGENT APPLICATION – Please provide personal and business information including, name of business, DBA, address, contac information, Federal Tax ID or Social Security number, etc.
2. CONFIDENTIAL CREDIT INQUIRY – only requires a signature – authorizes credit check.
3. TRUST AGREEMENT – please provide name of business, address, owners signature and date.
4. SCHECULE 1 UTILITY PAYMENTS – please sign and date (item 4 – enter transaction fee).
5. ACH AUTHORIZATION AND VOIDED CHECK – please provide Trustee names exactly as it appears on the account, sign and date (item 5 –NSF Fee).
6. COPY OF VALID DRIVERS LICENSE – Allows application to be processed without witness signatures.

The Opportunity

MULTI CASH PAYMENT SOLUTIONS – offers retail locations an easy and inexpensive way to increase store traffic, build repeat business and sales opportunities with **No investment, fees or cost required whatsoever!**

* Omni/ VeriFone Terminal based system requires a one time set-up fee of \$10 – PC System is Free!

FOR MERCHANTS:

- No set-up fees
- No annual fees
- No transaction minimuns
- No monthly service charges
- Sep your own prices
- Keep transaction fees up-front
- Pay any biller for one low price
- You pay absolutely nothing until after services sell