

FAX: 513.524.5889

cashflowTM
solutions inc.

Agreement to Provide Services



Please Print

Company Name: _____

DBA: _____

HQ Address: _____

Tax I.D. #: _____

City: _____ State: _____ Zip: _____

CEO/President/Owner SS#: _____

Main Phone/800#: _____

Main Contact: _____

Fax: _____

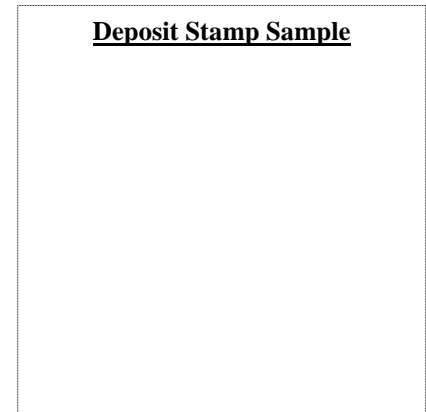
Title: _____

Checks will be made payable to: _____

E-mail: _____

RETURN ITEM AUTHORIZATION: CHANGE OF ADDRESS

I hereby **authorize** and instruct _____ to
mail all return items after **first presentation** for payment to BounceBack.
Name of Bank



Name on Bank Account: _____

Bank Address: _____

Bank Phone: _____ Bank Fax: _____

Bank Representative: _____

DEPOSITORY Account (Please list multiple accounts on separate page)

ACCT # _____ ROUTING # | : [] [] [] [] [] [] [] [] [] [] | :

Would you like collected funds paid into an account other than the depository account? Yes No

If yes: ACCT # _____ RT # _____

Merchant shall defend, indemnify, and hold Cash Flow Solutions, Inc. and its affiliates and partners harmless from and against claims, actions, losses, proceedings, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees) incurred by Merchant's inappropriate use of CFSI's services. Inappropriate uses of CFSI's services include, but are not limited to, not displaying appropriate signage/POS verbiage, wrongful charges, and inappropriate or unethical use of services.

Merchant agrees to display BounceBack notification stickers or approved POS verbiage at all point-of-sale locations at all times.

Merchant authorizes CFSI to pull necessary personal and business credit information for the purpose of determining creditworthiness to participate in Consolidated Returns. Merchant must notify CFSI if depository bank limits and/or charges for ACH transactions.

Merchant, by signature, does hereby agree to all terms contained herein and on the **back page** of this agreement. Signer does agree to be personally, jointly and severable liable for all the covenants contained herein.

_____, Merchant
Name of Company

By: _____
CEO/President/Owner Signature Date

Printed Name

Office Use

Sales Director Approval

Date Sales I.D. #

Merchant I.D. #

Cash Flow Solutions, Inc.™ (CFSI) will pay the Merchant 100% of the face value of collected checks or a percentage equal to the amount collected if partial face amount payments are received. CFSI will pay Merchant weekly for all checks settled more than 14 days prior.

Merchant authorizes CFSI to re-present all return check items in accordance with Federal Regulation E.

Consolidated Returns is an optional program that reduces Merchant's bank fees and speeds the delivery of checks to CFSI. Merchant agrees that participation in Consolidated Returns requires a check endorsement stamp or printing device meeting the specification of CFSI. Only point-of-sale consumer checks with a face value of less than \$500.00 qualify for Consolidated Returns. Non-qualifying checks, third party checks, or checks in excess of \$500.00 must not be stamped, and will be re-qualified back to the Merchant's bank of first deposit. Any check or group of checks may be re-qualified to the Merchant's bank at CFSI's discretion.

Merchant is ultimately liable for the face value of all returned checks received through Consolidated Returns as well as the associated per check fee. Merchant agrees and authorizes CFSI to electronically debit Merchant's bank account for the full face value of all Consolidated Returns items, along with a service charge that replaces bank fee. In the event the Merchant's account is insufficient, Merchant agrees that CFSI may seek other remedies of restitution. These may include, but are not limited to, attaching other assets, garnishments, and civil action. Merchant agrees to pay all costs CFSI may incur which may include, but are not limited to, court costs, attorney fees, and all associated costs.

Merchant is solely responsible for the proper use of the Consolidated Returns stamp/endorsement. CFSI shall not be responsible to Merchant or to any third party for any and all improper use of the Consolidated Returns stamp/endorsement which results in monetary loss to any party.

All re-presented and collected check items and fees that shall become due and payable to the Merchant shall be transmitted to the Merchant through Automated Clearing House (ACH) into a bank account designated by Merchant.

CFSI will be allowed sixty (60) 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, CFSI will retain the right to complete their electronic re-presentation process for all returned check items forwarded to CFSI prior to said termination.

All disputes between Merchant and its customers relating to the original check transaction shall be settled between Merchant and said customer. Notwithstanding the foregoing, CFSI agrees to indemnify and hold Merchant harmless from any claim, liability or loss including reasonable attorney fees, caused by or resulting from CFSI's actions or inaction while processing return check items from Merchant.

Merchant is ultimately responsible for all chargebacks. If a debit of Merchant's customer bounces after CFSI has remitted the money to Merchant, Merchant's account will be debited for that amount. If Merchant's account is ever credited in error, CFSI reserves the right to correct the credit via ACH debit. CFSI will never debit a Merchant's account without previous Merchant notification.

Either party to this Agreement may terminate this Agreement by giving the other party written notice of said termination. Upon termination Merchant agrees to return all Consolidated Returns stamps to CFSI within ten (10) days of receipt of termination notice.

Merchant authorizes CFSI to electronically debit or draw a check for a separate return fee of the amount posted by the Merchant and agreed to by the check writer. This fee shall not exceed the maximum amount allowed by applicable state laws. CFSI will take all precautions to make sure each debit/credit entry is accurate, but will not be held responsible for mistakes, other than human data entry errors.

Merchant must not accept payments for returned checks directly from the check writer. If any check writer pays Merchant directly, Merchant agrees to charge the check writer the state allowable check charge and forward the fee to CFSI. Merchant agrees to immediately notify CFSI of any checks payments. Merchant accepts directly from the check writer, so that CFSI does not debit that person's account. Once a check has gone on to secondary collection, Merchant is responsible for the state fee on all checks paid in person, regardless of whether Merchant collected it from the check writer.

CFSI does not guarantee the collection or payment of any return item presented to CFSI for electronic representation. Further, CFSI makes no representation or warranty as to the collectability or validity of any return item.

All transactions covered by this Agreement are governed by Regulation CC and E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations.

CFSI may change the terms of this Agreement at any time by giving the Merchant ten (10) days prior notice of said change. If Merchant does not agree to the change, then Merchant may terminate this Agreement by written notice.

Unless otherwise specified, checks that cannot be collected electronically will be sent on to secondary collection. Secondary collection will consist of traditional collection methods that may include, but are not limited to, skip tracing, debtor contact via letter and phone, and suit to obtain judgment upon asset verification. Secondary collection may involve additional costs depending on check size and steps used to collect.

In no event shall CFSI be liable for any consequential, special or punitive damages or lost profits, regardless of whether CFSI had notice of such, that Merchant may incur or suffer in connection with this Agreement or such damages resulting from CFSI's acts or omissions pursuant to this Agreement. Merchant agrees that CFSI's maximum liability under this Agreement shall be limited to the amount of fees Merchant has paid CFSI during the prior three (3) months of this Agreement.

The laws of the State of Ohio shall govern this Agreement.

BounceBack® is a registered trademark and service of **Cash Flow Solutions, Inc.™** (revised 06-12-06)

_____ **Initials**