



Proposal #: _____

P.O. BOX 6008
PETALUMA, CA 94955-6008

STANDARD GUARANTEE APPLICATION/SERVICE AGREEMENT

STORE NUMBER					

OFFICE		

REP. NO		

REGISTERED DBA: _____ ("YOUR STORE")		AND/OR:
LEGAL NAME:		FEDERAL TAX ID#:
BUSINESS STREET ADDRESS:		BUSINESS TELEPHONE:
CITY:	STATE:	ZIP:
OWNER:		DRIVER'S LICENSE#:
CONTACT NAME:		FAX NUMBER:
CURRENT MONTHLY CHECK SALES: \$		TOTAL MONTHLY CHECK LOSSES: \$
AVERAGE CHECK SALE: \$	AVERAGE RETURNED CHECK: \$	EQUIPMENT TYPE:
PRODUCTS OR SERVICES OF APPLICANT:		NUMBER OF LOCATIONS APPLIED FOR:
CURRENT CHECK SERVICE:		CURRENT RATE:

MAXIMUM APPROVAL LIMIT PER CHECK: \$ _____	FLOOR PLAN APPROVAL LIMIT: \$ _____	MONTHLY MINIMUM PAYMENT: \$ _____
One-time Application Fee: \$ _____		
SERVICE TYPE	PREMIUM SERVICE OPTIONS:	
<input type="checkbox"/> STANDARD:	<input type="checkbox"/> Premium Approval (¢/transaction)	<input type="checkbox"/> COD Premium (¢/transaction)
<input type="checkbox"/> PLUS SALES:	<input type="checkbox"/> Multiple Check Premium (¢/transaction)	<input type="checkbox"/> Partial Payment Premium (¢/transaction)
	<input type="checkbox"/> Stop Payment Premium (¢/transaction)	<input type="checkbox"/> Bank Fee Premium (¢/transaction)

UPON ACCEPTANCE BY AN OFFICER OF CROSSCHECK, INC., (hereinafter "Check Center"), this Application, and your Confirmation Letter, including description of any Premiums purchased shall constitute a binding Agreement between YOUR STORE(s) and Check Center and unless notified in writing pursuant to Article V of this Agreement, shall further constitute acceptance by YOUR STORE(s) of the Automatic Assignment provision found in Article V herein, as well as the Terms and Conditions of Optio Solutions, LLC, dba Qualia Collection Services, attached hereto and incorporated by reference as part of this Agreement.

No agency relationship is either expressed or implied with respect to any communications or referrals by Check Center personnel regarding the leasing of equipment for the purpose of check processing.

I. YOUR STORE(S) COVERED: YOUR STORE(s) shall include all Agents, Representatives, and/or Employees. YOUR STORE(s) covered by this Agreement shall have a unique Check Center store number and shall be billed individually. Check Center may modify its fees if locations are added or deleted. All information contained in this Agreement was completed by YOUR STORE(s) and you warrant that the application information noted above and sales volume indicated in the Agreement is accurate and further acknowledge that any misrepresentation of this information could result in delayed and/or withheld processing of checks as well as the loss of all processing privileges of all checks. No blank spaces were left incomplete. N/A or none has been filled in, in any spaces where applicable.

II. WARRANTY: Check Center warrants the accuracy of its information. Check Center will pay YOUR STORE(s), the amount approved by Check Center of any check covered by this Agreement which strictly complies with all the requirements of this Agreement. YOUR STORE(s) shall treat all information received from Check Center as strictly confidential and shall hold Check Center harmless from any loss, damage, costs, or reasonable attorney's fees incurred as a result of communication in any manner of such information by YOUR STORE(s).

III. SERVICE RATES AND PAYMENTS: YOUR STORE(s) shall pay monthly to Check Center, in consideration for the information YOUR STORE(s) receives from Check Center, the fees indicated herein, which will never be less than one dollar and fifty cents per call when applicable,

The service rate will be applied to the check amount of all checks for which an approval number is sought; the transaction charges will be applied per item for which an approval number is sought. Check Center shall have, and YOUR STORE(s) acknowledges that Check Center shall have, the right to set off against any amount payable by Check Center to YOUR STORE(s) under any provision of this Agreement, any amounts owed Check Center by YOUR STORE(s), or any damages sustained by Check Center as a result of YOUR STORE(s)' violation, breach or non-performance of its obligations under this Agreement. YOUR STORE(s) agrees to permit Check Center or Check Center's agents to debit YOUR STORE(s)' designated bank account for check services according to the terms of the Agreement between YOUR STORE(s) and Check Center. YOUR STORE(s)' payment will be delinquent if not successfully debited on the first attempt. It is understood that all payments due under this Agreement may be debited from YOUR STORE(s)' bank account. **BY SIGNING THIS AGREEMENT, YOUR STORE(S) HEREBY AUTHORIZES CHECK CENTER TO AUTOMATICALLY DEBIT THE BANK ACCOUNT LISTED WITHIN FOR ALL PAYMENTS DUE UNDER THIS AGREEMENT AND FURTHER AUTHORIZES THAT THE PARTY EXECUTING THIS AGREEMENT HAS FULL FORCE AND AUTHORITY TO DO SO. (MUST ALSO ATTACH ORIGINAL VOIDED CHECK WHERE INDICATED).** YOUR STORE(s) agrees to pay a \$25.00 service charge for any initial check or ACH debit which is not paid by YOUR STORE(s)' bank upon presentation and a \$35.00 charge for any subsequent dishonor. Should YOUR STORE(s) not select and authorize the Automatic Debit option, YOUR STORE(s) shall be invoiced for all services in Check Center's standard billing cycle; all payments for same shall be sent to Check Center, P.O. Box 6008, Petaluma, CA 94955-6008. YOUR STORE(s)' payment will be delinquent if not postmarked within ten (10) calendar days of the statement date. Check Center shall have, and YOUR STORE(s) acknowledges that Check Center has, the right to bill YOUR STORE(s) a 1.5% interest fee per month on any amount owed by YOUR STORE(s) to Check Center that becomes delinquent. Any discrepancies in billings must be brought to the attention of Check Center within ninety (90) calendar days of same. The failure by YOUR STORE(s) to so notify Check Center of these discrepancies within the prescribed timeframe shall result in the waiver of YOUR STORE(s)' right to subsequently claim an entitlement to the referenced billings.

SEE CONFIRMATION LETTER FOR DEFINITIONS OF SERVICES YOU HAVE SELECTED. YOUR STORE(S)' SIGNATURE VERIFIES ALL INFORMATION ON THIS APPLICATION AND REPRESENTS YOUR STORE(S)' EXPRESS CONSENT TO ALL TERMS AND CONDITIONS ON SUBSEQUENT PAGES, AND CONFIRMS YOUR OFFER TO ENTER INTO AN AGREEMENT.

By: _____ Date: _____

Print Name: _____

Title: _____

Bank Account and Routing Number: _____

Name of Bank: _____

(ATTACH VOIDED CHECK)

(CORPORATE OFFICE USE ONLY)

CHECK CENTER'S ACCEPTANCE OF YOUR APPLICATION, TO INCLUDE ANY PREMIUMS, ACCEPTED BY AN OFFICER OF CHECK CENTER IN YOUR CONFIRMATION LETTER, FORMS THE ENTIRE AGREEMENT.

By: _____ Date: _____

Title: _____

Venue: Sonoma County, California

IV. CHECK ACCEPTANCE: Only YOUR STORE(s), covered by this Agreement, shall contact Check Center to request approval numbers for all U.S., U.S. Territories, and Canadian checks, drawn in U.S. dollars, and presented to YOUR STORE(s) for goods or services purchased at the time of approval by the check writer. Based on Check Center's experience, information and the information provided by YOUR STORE(s), Check Center shall inform YOUR STORE(s) whether Check Center will issue an approval number on each such check. YOUR STORE(s) understands and agrees that from time to time, Check Center may change, modify or otherwise revise Approval Parameters in order to effectively manage YOUR STORE(s) account. If a Check is approved, YOUR STORE(s) shall record the applicable approval number on the Check, but if not approved, YOUR STORE(s) shall politely and discreetly advise the check writer of this fact and provide the check writer with a Check Center supplied card, highlighted in accordance with the directions of Check Center describing how to contact Check Center directly. **YOUR STORE(s)' decision to accept or reject any check shall be made solely at YOUR STORE(s)' own discretion.** Acceptance for processing or issuance of an approval number by Check Center of any check does not mean such check conforms to all the requirements of the Service Agreement or any applicable law, rule, regulation or policy. YOUR STORE(s) acceptance of checks subject to this agreement effectuates an immediate assignment by operation of law, to all right, title and interest in and to such check(s) to Check Center.

V. SUBMISSION: All approved checks assigned to Check Center under this Agreement shall be the property of Check Center. YOUR STORE(s) is authorized and directed to deposit all approved checks to YOUR STORE(s)' bank account, on Check Center's behalf as Check Center's agent for such limited purpose, and it is agreed that such deposit will constitute full payment by Check Center to YOUR STORE(s) of all approved checks, unless warranty coverage is applicable under this agreement. All checks covered under this Agreement shall be deposited on Check Center's behalf to YOUR STORE(s)' bank account within three (3) business days of the date of approval. The original check, bank certified copy or Image Replacement Document (IRD) of the returned paper check, along with all additional paperwork, must reach Check Center within thirty (30) calendar days from the date of acceptance by YOUR STORE(s) and the date of approval by Check Center which shall be identical. The original check, bank certified copy or Image Replacement Document (IRD) must be mailed to Check Center. Photocopies or facsimile copies of checks shall be ineligible for prospective warranty reimbursement. Check Center shall process any dishonored check it receives within thirty (30) calendar days of receipt. In conformance with applicable Federal and State Laws, Check Center has policies and procedures in place to safeguard all sensitive, confidential and private information. Check Center shall use commercially reasonable efforts to maintain the security of the information provided by YOUR STORE(s) and to prevent the unauthorized use and/or disclosure of same. Checks ineligible for Warranty Reimbursement will be assigned to Optio Solutions, LLC, dba Qualia Collection Services, for contingency collection, unless said checks are returned to YOUR STORE(s) at the discretion of Check Center or Qualia Collection Services. There is no fee for this service unless monies are recovered from YOUR STORE(s)' customer following the date of assignment. Upon such recovery, the fee will be 25% of the amount collected. YOUR STORE(s) may opt out of this service by providing Check Center with written notice of your desire to do so. Upon receipt of this notice, Check Center will return said checks to YOUR STORE(s).

VI. FLOOR PLAN: Checks under the Floor Plan limit need not be called in; however, any subsequent checks accepted from the same customer on the same day must be called in. Floor Plan information must be mailed or sent electronically to Check Center WEEKLY in order to be covered under this Agreement. All checks accepted on the Floor Plan must adhere to all terms and conditions of this Agreement to include service rates. A Floor Plan Check shall be deemed approved on the date it is accepted by YOUR STORE(s). Checks issued and presented as part of a financed transaction are ineligible for the Floor Plan.

VII. TERMS AND CONDITIONS: YOUR STORE(s)' compliance with the terms and conditions of this Agreement to include the Agreement in its entirety, is an express condition to Check Center's obligation to pay YOUR STORE(s) or agent thereof when Check Center's approval information proves inaccurate. Check Center shall determine, in its reasonable discretion whether YOUR STORE(s) has complied with the terms and conditions of this Agreement. All terms and conditions of this Agreement, to include the Agreement in its entirety, may be changed by Check Center at any time upon ten (10) calendar days written notice. Such changes shall supersede any previous terms and conditions. This Agreement may not be modified unless it is in writing and accepted by an officer of Check Center. Check Center may cancel this Agreement upon ten (10) calendar days written notice to YOUR STORE(s). If YOUR STORE(s): (i) files for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any similar proceedings applicable to similarly situated companies or corporations, as applicable, or (ii) has such a proceeding instituted against it, Check Center may terminate this Agreement immediately upon written notice to YOUR STORE(s). Within ten (10) calendar days notice of an increase in fees, YOUR STORE(s) may cancel this Agreement (subject to a cancellation fee), by giving written notice to Check Center. Said notice must be received at Check Center's corporate location, as identified within this Agreement within ten (10) calendar days from the date of the increase in fees. Any notice permitted or required by this Agreement shall be deemed given when sent by first class or certified mail or facsimile transmission or overnight delivery and addressed to the appropriate party at the respective address contained within this Agreement. The term of this Agreement shall be for a twelve (12) month period from the date of acceptance by an officer of Check Center. Upon expiration of the twelve (12) month term, this Agreement will automatically renew for successive twelve (12) month periods unless terminated by written notice from YOUR STORE(s) at least thirty (30) days prior thereto. Such notice must be received at Check Center's corporate location, as identified within this agreement, within thirty (30) days prior to the date of termination. YOUR STORE(s) understands and agrees that should YOUR STORE(s) terminate this Agreement prior to the conclusion of the applicable term, YOUR STORE(s) shall be billed the aggregate monthly minimum fees and subscription fees for the remainder of the term of the Agreement as an early termination fee. YOUR STORE(s) further agrees that this termination fee is reasonable and shall be imposed based on the financial impact caused by early termination. **This Agreement includes all provisions set forth in your Confirmation letter(s) and this Agreement, which collectively form the entire Agreement between YOUR STORE(s) and Check Center with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between YOUR STORE(s) and Check Center and/or its representative(s).** YOUR STORE(s) agrees that the failure by Check Center to enforce any terms or conditions of this Agreement is not a waiver of any terms or conditions herein contained.

VIII. DEFAULT: Should YOUR STORE(s) become delinquent, or fail to comply with the terms and conditions of this Agreement, then Check Center may at its option: add to the normal payment cycle of any dishonored checks which would otherwise be paid by Check Center under this Agreement the number of days that YOUR STORE(s) was delinquent in paying any fee when due; void all approvals given to YOUR STORE(s) for checks not previously paid; demand immediate payment for all amounts owed under this Agreement; immediately terminate this Agreement; or any of the above. Should any employee, or agent(s) thereof, of YOUR STORE(s) engage or participate, directly or indirectly, as principal or accessory, in any activity for the purpose of improperly obtaining any approval numbers, then this Agreement shall be immediately terminated, all approval numbers voided, and the total amount due for all YOUR STORE(s) covered by this Agreement shall become due and payable immediately. YOUR STORE(s) acknowledges that the assessment of any late fee and/or acceptance of any payment from YOUR STORE(s) does not waive any rights that Check Center may have under this Agreement. If legal action is taken by Check Center to enforce this Agreement, then Check Center shall have the right to court costs, reasonable attorney's fees as determined by the court and collection costs as permitted by law. For any checks or ACH debits tendered to Check Center by YOUR STORE(s), YOUR STORE(s) agrees to pay a \$25.00 service charge and a \$35.00 service charge for any subsequent dishonor. YOUR STORE(s) agrees that the service charge may be debited from YOUR STORE(s)' bank or set off against moneys otherwise owed to YOUR STORE(s) under the Warranty Provision of this Agreement. Upon dishonor of any checks or ACH debits tendered to Check Center by YOUR STORE(s) or where Check Center is unable to access YOUR STORE(s)' bank account for fees under this Agreement and YOUR STORE(s) has not authorized the Automatic Debit Option, YOUR STORE(s) shall be assessed a ten dollar monthly statement fee. If Check Center is found to be liable under this agreement, the entire liability of Check Center for all causes of action arising out of or in connection with this agreement at any time, or the relationship between the parties, shall not exceed in the aggregate, the total fees actually paid by YOUR STORE(s) to Check Center pursuant to this agreement for the three (3) month period immediately preceding the date the first claim arises hereunder. In addition to the foregoing limitations, in no event shall Check Center be liable for damages of any kind whatsoever except for YOUR STORE(s)' direct compensatory damages resulting solely from a material breach of this agreement by Check Center. In no event shall Check Center be liable for any lost profits, loss of goodwill, or for special, indirect, incidental, consequential or punitive damages or any other damages not so specified and for which Check Center has not accepted responsibility.

IX. YOUR STORE(S) WARRANTS: As a condition to Check Center's warranty to the accuracy of the approval information Check Center provides, YOUR STORE(s) represents and warrants to Check Center that each and every check assigned to Check Center by YOUR STORE(s) has been completed by the maker in accordance with the requirements of this agreement and is thus properly payable, and that with respect to such checks, the customer of YOUR STORE(s) has no valid defense to payment as determined in the exercise of reasonable discretion of Check Center, nor does the customer of YOUR STORE(s) have claims against YOUR STORE(s), whether legal or equitable, based on federal, state or local laws, statutes, regulations, rules or ordinances. YOUR STORE(s) shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from Check Center. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. Check Center hereby reserves the absolute right to charge back any checks which have previously been paid, if upon further review by Check Center, such checks fail to meet any conditions or provisions set forth in the Agreement, as determined in the exercise of reasonable discretion by Check Center. In the event that any customer of YOUR STORE(s) asserts a valid defense against payment of any dishonored check, disputes payment or asserts a valid claim against YOUR STORE(s), or YOUR STORE(s) accepts any payment on any dishonored check, or a check is charged back, YOUR STORE(s) agrees to reimburse Check Center the amount paid by Check Center for the dishonored check, including reasonable attorney's fees, and agrees

to indemnify, defend and hold Check Center harmless from any and all claims made by such customer. Such amounts shall be due within ten (10) calendar days notice to YOUR STORE(s). YOUR STORE(s) hereby agrees to indemnify, defend and hold Check Center harmless from any and all claims, damages, liabilities, and expenses, including reasonable attorney's fees, including fees to enforce this provision, and litigation costs arising from the performance or nonperformance of YOUR STORE(s)' obligations under this Agreement including, but not limited to, any negligence of YOUR STORE(s) or any alleged or actual violations by YOUR STORE(s)' agents or its subcontractors, or YOUR STORE(s)' employees, of any governmental laws, regulations or rules. YOUR STORE(s) shall take any and all measures necessary to assist Check Center in locating, recovering damages from, and prosecuting any person who has tendered a dishonored check to YOUR STORE(s), including the submission to Check Center of work orders, credit applications and any additional paperwork. **YOUR STORE(s) agrees to post any and all notices required by law to consumers regarding check services, check charges or consumer fees charged for dishonored checks.** YOUR STORE(s) agrees not to use any competitive check approval service during the term of this Agreement. YOUR STORE(s) agrees that Check Center may use YOUR STORE(s)' name in its promotional and advertising material.

X. CONFIDENTIALITY: Pursuant to all applicable State and Federal law, YOUR STORE(s) shall treat all information that comes to its attention in connection with the performance of this Agreement, including but not limited to, information concerning checks and check writers, as strictly confidential and certifies that it shall utilize confidential information only for the purpose set forth in this Agreement. Check Center may use the information it receives from YOUR STORE(s) relating to checks and check writers for the services provided under this Agreement or any of its other products or services, if applicable.

XI. FORCE MAJEURE: Check Center shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond Check Center's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of Check Center whose performance is affected. Check Center shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond Check Center's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non liability, the party experiencing the difficulty shall give the other prompt notice, defined hereinafter as that degree of notice which is reasonable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

XII. VENUE: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ANY ACTION ARISING OUT OF THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF SONOMA COUNTY, CALIFORNIA. YOUR STORE(S) AGREES THAT THIS AGREEMENT WAS FORMED IN SONOMA COUNTY, CALIFORNIA UPON ACCEPTANCE BY AN OFFICER OF CHECK CENTER.

XIII. WARRANTY EXCLUSIONS: a) The warranty by Check Center does not apply to any check not properly made and completed in its entirety at the time of its acceptance as follows: (i) where YOUR STORE(s) accepts any check that is not properly made and completed in its entirety at the time of its acceptance to include: (ii) YOUR STORE(s)' store number, (iii) the Check Center approval number, (iv) the check writer's valid U.S. Motor Vehicle Driver's License number and state of issuance, valid State Identification Card, or valid U.S. Military I.D. of the person presenting the check, (v) the signatory of the check and the correct and current U.S. residence address of the account holder must be commercially imprinted on the check. The telephone number of the signatory and account holder must be written on the face of the check. If Post Office box is used, or telephone number is not imprinted, the correct and current residence address and correct and current telephone number must be written on the check at the time of approval, (vi) YOUR STORE(s) as the payee, or (vii) the check writer's signature and complete check amount, (viii) where YOUR STORE(s) accepts a check the date of which does not accurately coincide with the date of the approval number and/or sale. The numeric and written amounts of the check(s) must be identical. The amount of the check(s) must be identical to the approved amount; (ix) where YOUR STORE(s) accepts any check that is a two party, travelers, employee, money market or credit card check or convenience check, counter check, temporary check, unpersonalized check or photocopy of a check, postdated, predated, undated, redeposited check, previously deposited or previously electronically processed check, any check made out to cash. The check must be drawn on a demand deposit account (DDA), or (x) where YOUR STORE(s) accepts any check with changes or alterations to the original check. b) The warranty by Check Center does not apply: (i) where YOUR STORE(s) fails to comply with any representation, warranty or covenant or failed to meet the requirements of this Agreement, to include the Agreement in its entirety, or applicable law, or has not been authorized in advance by Check Center as required hereunder, (ii) where the transaction is for a type of goods or services sold other than as disclosed in YOUR STORE(s)' application or accepted in writing by an officer of Check Center, (iii) in any other situation where the check approval was executed or a credit was given to YOUR STORE(s) in circumstances constituting a breach of any representation or warranty of YOUR STORE(s) or in violation of applicable law or where YOUR STORE(s) has not provided necessary documents to Check Center or resolved a check writer dispute whether or not a transaction is charged back, (iv) where Check Center does not receive any work orders, buyer's orders, credit application, or any and all paperwork that may assist Check Center in locating and recovering money from a check writer of YOUR STORE(s) as requested by Check Center within five (5) calendar days from the time of the initial request. Work orders, invoices, credit applications and all other supporting documentation shall indicate the name of the check writer on the applicable document, or; (v) where security procedures were not followed by YOUR STORE(s). c) The warranty by Check Center does not apply where goods have been returned or service canceled by the check writer submitting the check and that check writer has requested a credit and such credit was not processed by YOUR STORE(s), or (i) where a check writer or an agent of the check writer asserts a valid dispute to Check Center. Such valid dispute shall be determined to be asserted in good faith as determined by the exercise of reasonable discretion of Check Center, or (ii) any check against which a Stop Payment order has been issued or has been marked Refer to Maker or Unable to Locate or Account Frozen/Held or is subject to any prior lien. d) The warranty by Check Center does not apply (i) where the transaction was generated through the use of an account that was not valid or made on an altered, fraudulent, or counterfeit check, (ii) where the signature on the check does not match the pre-printed name; or where the transaction was generated through the use of (iii) any stolen or counterfeit check or where Check Center has information from the check writer's financial institution or the check writer submits a notarized affidavit of forgery or police report that said item(s) were reported as stolen or forged. e) The warranty by Check Center will also not apply (i) where the check writer's financial institution or Check Center has information that YOUR STORE(s) committed fraud at the time of the transaction(s), or the transaction is not a sale by YOUR STORE(s) whether or not such transaction(s) was authorized by the check writer or, if with respect to any one of YOUR STORE(s)' location(s), the number of any counterfeit or fraud incidents becomes excessive, in the sole determination of Check Center, then YOUR STORE(s) may be charged back for all transactions and this Agreement may be terminated immediately without notice, (ii) where YOUR STORE(s) accepts any check that is a business check where the check is approved solely with the check writer's I.D. Business checks must be approved by confirming the correct and current business phone number as answered and listed in the business' name. Business checks approved in any other manner will be excluded from warranty coverage. The valid I.D. of the person presenting the business check must also be imprinted or written on the business check, (iii) where YOUR STORE(s) accepts any check as a replacement of any previously dishonored payment, payment for accounts receivable or on credit or account, (iv) any check upon which YOUR STORE(s) has accepted partial payment for any one particular sale or transaction, return of merchandise or entered into an agreement for payment, (v) any check for which the check writer is not the purchaser of the goods or services at the time of approval, (vi) where YOUR STORE(s) accepts any check for which a refund is negotiated or cash is given at any given time, (vii) where YOUR STORE(s) accepts any check for which an approval number has previously been sought from Check Center or any competitive Check or Inquiry Service, or (viii) where YOUR STORE(s) accepts any check negotiated for the purchase of a motor vehicle, except as provided in the paragraph below. In addition, expressly excluded from warranty coverage are multiple checks written to avoid or which appear to have been written to avoid, the maximum approval limit, checks under the bank designated minimum dollar amount, checks from merchant or its employees or other agents, checks that are limited as to their negotiability based on time parameters, and checks designated debtor in possession.

XIV. MOTOR VEHICLE LEASING AND SALES: Checks for the sale or lease of a Motor Vehicle shall not be processed unless all the following requirements are met: 1) A valid approval number shall be obtained on each qualified check; 2) The down payment price shall not exceed thirty-five percent (35%) of the cash price of the vehicle, excluding trade-ins, manufacturers' rebates, dealer incentives and taxes. Should YOUR STORE(s) accept a check which exceeds this amount, said check shall be ineligible for prospective warranty reimbursement; 3) Should the sale or lease be financed, said sale or lease shall be financed by a finance company that does not have common ownership with YOUR STORE(s). Floor plan checks are ineligible for submission in connection with a financed transaction under this provision. Pre-paid leases are ineligible for prospective warranty reimbursement. Check Center shall not process checks issued and presented for purchases and/or leases which subsequently result in a rollback, rescission or an unwound deal.

Qualia Collection Services
COLLECTIONS AGREEMENT STRATEGY II: VERBAL DEMAND SERVICES

This agreement ("Agreement") is entered into by and between Optio Solutions, a Delaware Limited Liability Company ("Optio"), dba Qualia Collection Services hereinafter ("Qualia"), with corporate offices at 6139 State Farm Drive, Rohnert Park, CA 94928, and the business or person listed on page 1 of this Agreement hereinafter called ("Customer"). With respect to the mutual covenants and agreements contained herein, the parties agree as follows:

Article I. Customer Warrants. Customer warrants that all consumer accounts ("Accounts") assigned to Qualia under the terms of this Agreement consist of bona fide debts with no bar to collection, including but not limited to legal or ethical impediments, legal representation of consumer, bankruptcy, or variance and are owing of amount due. In addition, Customer warrants that it shall immediately notify Qualia in the event Customer receives a payment on any Account assigned to Qualia pursuant to this Agreement, and that Customer shall not engage any other collection entity for collection on any Account or engage in collection related activities itself to attempt to recover on such Account during the time period under which any Account has been assigned to Qualia for collection. Customer agrees that Qualia may use Customer's name and logo in its promotional and advertising material.

Article II. Assignment. Customer agrees that all Accounts submitted to Qualia pursuant to this Agreement are assigned to Qualia for collection at the fee as provided under the terms and conditions of this agreement. Qualia reserves the right to return Accounts to customer at the sole discretion of Qualia.

Article III. Confidentiality. Qualia shall treat any Account or consumer information received from Customer in a confidential manner as required by applicable state and federal law. Customer agrees to comply with local, state, federal and all other laws in conducting business pursuant to this Agreement, including but not limited to the following: The Gramm-Leach-Bliley Act (GLB), the Health Insurance Portability and Accountability Act (HIPAA), the Fair Credit Reporting Act (FCRA) and the Fair Debt Collection Practices Act (FDCPA). Customer agrees that any and all address(es) furnished to Qualia shall be used by Qualia for the express purpose of communicating critical information to Customer, and that Customer has authority to furnish said address(es).

Article IV. Reservation of Rights. Qualia reserves the right, in its sole discretion, to void this Agreement, or to modify same upon the consent of the parties, at any time prior to performance of services by Qualia hereunder. Qualia reserves all rights and does not authorize or assume to undertake any acts, representations or promises of any party other than the express representations contained in this Agreement. Customer agrees that the failure by Qualia to enforce any terms or conditions of this Agreement is not a waiver of any terms or conditions herein contained.

Article V. Indemnification. Customer hereby agrees to indemnify, defend and hold Qualia and its agents harmless from any and all claims, damages, liabilities, or expenses arising from performance or nonperformance of Customer's obligations under this Agreement, specifically including but not limited to the event that any inaccurate and incorrect information is furnished to Qualia by Customer or any act or omission of Customer. Customer further agrees to release, indemnify, and hold Qualia and its agents harmless from any and all claims, damage, liabilities or expenses arising from or relating to use of the Qualia online portal or user passwords. Qualia hereby agrees to indemnify, defend and hold Customer harmless from any and all claims, damages, liabilities, and expenses arising from performance or nonperformance of Qualia's obligations under this Agreement, with the exception that this provision shall not apply in the event any erroneous information is furnished to Qualia by Customer. Under no circumstances shall Qualia be liable for any lost profits or for special, consequential or exemplary damages.

Article VI. Attorney's Fees and Damages. In the event that any action, suit or proceeding is brought under or in connection with the negotiation, execution or performance of this Agreement, the prevailing party therein shall be entitled to its costs, expenses and reasonable attorney's fees.

Article VII. Entire Agreement. With the exception of the Check Center Service Agreement, this is the entire agreement between Qualia and Customer with respect to the subject matter hereof and supersedes any prior agreement, oral or written between Qualia and Customer. Any warranties, promises or representations not contained in this Agreement (and the aforementioned Service Agreement) shall not be binding upon either party. This Agreement may only be amended or modified in writing and signed by the authorized parties hereto. Qualia assumes no responsibility for, nor does it authorize, any statements, acts, or promises of any person other than the written statements contained herein.

Article VIII. Notices. Any and all notices, requests, demands and other communications which are required or may be given under or in connection with this Agreement shall be in writing, signed by the party having full force and authority to do so and shall be deemed given when delivered in person, or if mailed upon delivery in the United States mail (or other Common Carrier) via Overnight Express addressed to the party to whom it is to be given at the address hereinafter specified: 6139 State Farm Drive, Rohnert Park, CA 94928.

Article IX. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any action arising out of the negotiation, execution or performance of the terms and conditions of this Agreement shall be brought in the courts of Sonoma County, California. Customer agrees that this Agreement was formed in Sonoma County, California, upon acceptance by Qualia.

Article X. Assignment. Upon execution of this Agreement, Customer agrees that qualified Customer Accounts shall henceforth be assigned from Check Center to Qualia, and Customer authorizes Qualia to provide written and verbal demands and any and all other services contemplated by this Agreement.

Article XI. Collection Suits. Customer authorizes Qualia, in Qualia's reasonable discretion, to forward Accounts to legal counsel for collection at an industry acceptable contingency fee.

Article XII. Commissions and Payments. Customer shall compensate Qualia for all Accounts under this Agreement at a commission rate of 25% of recovered amounts with respect to each assigned account. **Customer shall notify Qualia immediately of all direct payments received after the date an Account is assigned to Qualia.** Qualia shall be entitled to full commission on all monies recovered whether paid to Qualia or to Customer directly, or if credited to any Account for any reason by Customer. Customer authorizes Qualia to properly endorse negotiable instruments received in payment of Accounts and to deduct commissions on Accounts paid directly to Customer from any monies due Customer. Should Qualia receive payment on any Account(s), pending a reasonable delay to ensure that the item(s) presented to Qualia for said payment has sufficient time to clear the maker's bank, Qualia shall reimburse Customer same, less Qualia's commission as noted above. Interest collected on all assigned Accounts shall be retained by Qualia in consideration for Qualia's services, pursuant to this Agreement and as provided by law.

Article XIII. Remittance. Qualia shall remit all amounts due Customer monthly with respect to Accounts on which recoveries have been made, less commissions and shall provide customer with an invoice reflecting this Account activity.

Article XIV. Cancellation of Strategy II Services. Any request by Customer to cancel or terminate collection activity shall be in writing, effective only upon written confirmation by Qualia, and is subject to any applicable cancellation fees. In addition, Customer shall pay full commission to Qualia as provided above if Customer and the debtor negotiate a resolution without the express consent of Qualia. If a prior payment arrangement has been made with the debtor with respect to an Account or Accounts or payment has been received by Qualia from the debtor regarding same, any and all such Accounts shall not be cancellable.