



enCASH™ Access Card

Employer & Merchant Application

Sales Representative Group _____

Sales Representative Name _____

Sales Representative Number _____

Date: _____

Application Submission Checklist

- If Retail: 2 years financials
- If Retail: external/internal photo's
- If Retail: personal guarantee
- If Retail: copy of business license
- If Employer: personal guarantee/copy of driver's license/articles of incorporation

**SECURE PAYMENT SYSTEMS
enCASH ACCESS CARD AGREEMENT**

ISO Sales # _____

Business Legal Name		DBA			
Physical Location Address		City	St	Zip	Country
Phone	Fax	E-mail	Web Site www.		
Contact Name		Contact Phone	Contact E-mail		
Mailing Address		City	St	Zip	Country
Ownership Type: <input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> S Corp <input type="checkbox"/> C Corp <input type="checkbox"/> Private Corp <input type="checkbox"/> LLC <input type="checkbox"/> Government <input type="checkbox"/> Non Profit <input type="checkbox"/> Educational					
State Incorp	Mo/Yr Started	# Employees	Tax ID#	D&B #	
# of Card Loads / Month	Avg. Load / Card \$	Max. Load / Card \$	Total Load Vol / Mo. \$		

- (1) Participating Employer (select one method) (a) **ACH Direct** (Client ACH deposits directly to each card account) (c) **Wire Transfer** (Client wire transfers to enCASH Processor the total sum) (b) **ACH Credit** (Client ACH credits enCASH Processor for total sum) (d) **Online Interface** (Client uses enCASH online system to load card accounts) (The sum is ACH debited from Client's depository account)
- (2) Participating Retail Load Site Client acknowledges that enCASH processor shall, each day, submit an ACH debit directly to Client's depository account for the sum of all Card load amounts performed by Client that given day. In addition to any other fees due Client agrees to pay a \$25 service fee on any returned ACH debit.

Ownership Information

Owner	Social Security #	DL#	DL State
Title	Birth Date	Equity Ownership %	Phone
Address	City	St	Zip
Country			
2 nd Owner	Social Security #	DL#	DL State
Title	Birth Date	Equity Ownership %	Phone
Address	City	St	Zip
Country			

References

Trade Reference 1	Contact	Phone	Acct #
Trade Reference 2	Contact	Phone	Acct #
Landlord Name	Contact	Phone	
Business Premises <input type="checkbox"/> Owned <input type="checkbox"/> Leased	Years Occupied	Lease Expires:	

Employer Personnel Authorized To Contact enCASH Processor

Employee Name	Authorized Task	Phone
Employee Name	Authorized Task	Phone

Depository Account Information (Please Include Voided Check)

Client hereby authorizes enCASH PROCESSOR in accordance with this Agreement, to initiate debit/credit entries to Client's deposit account for all fees and charges. This authority is to remain in full force and effect until (a) enCASH PROCESSOR has received written notification from Client of its termination, in such a manner as to afford enCASH PROCESSOR reasonable opportunity to act on it and (b) all obligations of Client to enCASH PROCESSOR that have arisen hereunder have been paid in full.

Bank	City	State	Phone
Transit/ABA/Swift #	Acct Number	Acct Type	Minimum Balance \$

Client Fee Structure

Employer Issued Cards

- a) A one-time set up fee of \$ _____ per employee but not less than \$ _____ per employer and not more than \$ _____ per employer and
- b) A fee of \$ _____ per generic enCASH card but not less than \$ _____ in the aggregate per order
- c) A surcharge of \$ _____ per customized enCASH card (for thermal imprinting of either one or both of the employer's name or employee's name)
- d) A payroll load fee equal to \$ _____ per card but not less than \$ _____ in the aggregate per payroll period

Retail Issued Cards

- a) A one-time set up fee of \$ _____ per location
- b) A fee of \$ _____ per card packet delivered to Client for subsequent resale but not less than \$ _____ in the aggregate per order
- c) A monthly minimum order fee of \$ _____

This **enCASH ACCESS CARD AGREEMENT** ("Agreement") is entered into between Oncaldera Corporation, a California Corp (hereinafter defined as "enCASH Processor"), and _____, a _____ entity (the "Client"). In connection with this application and approval thereof, Client and Guarantor each authorize enCASH Processor or its agents to procure investigative business and consumer reports and understand that such reports may contain information about financial stability, background, character, and personal reputation. In witness whereof the parties hereto have caused this Agreement, including the Terms and Conditions, and Guaranty attached hereto, to be executed by their authorized representatives, and if accepted, then to be effective on the date set forth below.

<input checked="" type="checkbox"/>	_____	_____	_____	_____
<input checked="" type="checkbox"/>	_____	_____	_____	_____
	Client Management Signature(s)	Print Name(s)	Title	Date
<input checked="" type="checkbox"/>	_____	_____	_____	_____
	enCASH Processor Management Signature	Print Name	Title	Date

For Internal Use Only:	Class Code:	Client No:	Approved By	Date:
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enCASH ACCESS CARD AGREEMENT

TERMS & CONDITIONS

1. The Stored Value Card Program. The Stored Value Card Program (the "Program") is designed to (a) enable an employer (Client) to issue reloadable cards to employees and independent agents where such Card accounts are funded with employee payroll and other certain financial compensation and (b) enable a participating retail merchant (Client) to sell reloadable cards to customers that cash payroll checks in consideration of enabling immediate funds availability on the respective Card (collectively "Program Participants"), where each card is linked to an account maintained by enCASH Processor at the Bank, for the purposes of allowing a cardholder to obtain cash from certain designated automated teller machines ("ATMs") and to engage in point of sale retail transactions, up to the amount pre-funded in the account that is linked to the Stored Value card. In accordance with the terms and subject to the conditions set forth in this Agreement, enCASH Processor and the Client hereby agree that commencing on the date that this Agreement is accepted, approved and countersigned by enCASH Processor, enCASH Processor shall provide the Client with Cards (as such term is defined below) and related services that allow the holder of a Card ("Cardholder") who has accepted the terms of the Cardholder Agreement (as such term is defined below) to use such Card to make ATM cash withdrawals and purchase goods and services from any seller of goods or services that participates in, or accepts cards that facilitate payments in participating regional and national payment systems. For the purposes of this Agreement, the term "Card" shall mean the card bearing an account number maintained at enCASH Processor and the related account maintained at the Bank and funded in accordance with the terms of this Agreement.

2. Obligations of enCASH Processor. In connection with the Client's participation in the Program, enCASH Processor shall undertake the following:

(a) enCASH Processor shall make Cards available for distribution by the Client. enCASH Processor shall supply Client with an inventory of sealed packets ("Card Packets"), each containing one or more Cards, the terms and conditions of use between enCASH Processor and the Cardholder ("Cardholder Agreement"), and a personal identification number ("PIN") corresponding to the Card(s) in the packet for use by the Cardholder. The Card Packets and their contents are non-transferable and non-assignable by the Client, except to Cardholders receiving Cards in connection with the terms of this Agreement, and pending such distribution or sales to Cardholders, the Card Packets and all of the contents thereof shall remain the sole and exclusive property of enCASH Processor or its designee. enCASH Processor may also distribute card packets directly to Client's customers upon receipt of database cardholder information supplied by Client and based upon conditions and pricing set between enCASH Processor and Client.

(b) enCASH Processor shall establish accounts at the Bank related to Cards distributed or sold to customers of Client who desire to become Cardholders. enCASH Processor shall make funds available to Cardholders and process, or arrange for the processing of, transactions ("Program Transactions") in accordance with the Cardholder Terms and Conditions, as such Terms and Conditions may be amended, restated, revised, supplemented, or otherwise modified by enCASH Processor from time to time ("Program Terms and Conditions").

(c) enCASH Processor or its assignee shall provide Client with specifications necessary for the purchase or lease by Client of such point of sale equipment ("POS Equipment") and such other information as may be necessary for the installation of the POS Equipment to access the electronic systems utilized for the processing of Program Transactions for Cardholders. enCASH Processor or its assignee at its option and from time to time, may offer such equipment for sale or lease, and/or offer installation services, subject to the right of enCASH Processor or its assignee to suspend or discontinue such sale, lease or installation services at any time, in its sole discretion.

(d) enCASH Processor shall provide the Client with periodic reports of Program Transactions by such method as shall be determined by enCASH Processor in its sole discretion.

3. Obligations of the Client. In connection with the Client's participation in the Program, the Client shall undertake the following:

(a) Maintain an inventory of Card Packets supplied by enCASH Processor.

(b) Distribute Card Packets to employees and customers of Client who desire to become Cardholders in accordance with the terms of this Agreement.

(c) In the capacity as retail merchant, Client shall obtain the requisite POS Equipment, effect the proper installation of the POS Equipment, and operate the POS Equipment in accordance with the instructions of enCASH Processor and POS Equipment provider.

(d) Subject to the limitations set forth in Section 3(f) below, accept funds from customers who have received Cards and who agree to the terms of the Cardholder Agreement by requesting that the Client post such funds as a credit to the Card related account maintained by enCASH Processor at the Bank.

(e) In the capacity as retail merchant, Client shall utilize the POS Equipment to effect the posting of credits to Card Holder accounts in accordance with the Program Terms and Conditions.

(f) In the capacity as employer, Client shall submit to enCASH Processor a batch file for each requested transmission in the required format and containing all required card load data elements, as determined by enCASH Processor in its sole discretion. enCASH Processor shall not be held responsible for any errors or omissions in any batch file supplied by Client for transmission of loads to cards.

(g) Establish and fund an account maintained by enCASH Processor at the Bank for the processing of Program Transactions effected by Client (the "Client Account"). The Client shall maintain such balances in the Client Account as such balance requirements may be amended, restated, revised, supplemented or otherwise modified by enCASH Processor from time to time ("Balance Requirements"). The Client authorizes enCASH Processor to debit and withdraw immediately from the Client Account all transactions posted as credits to Card Holder accounts, and the Client shall deposit into the Client Account an amount equal to the aggregate of funds posted as credits by Client to Card Holder accounts on the date such credits are posted. Client specifically acknowledges and agrees that enCASH Processor shall have no obligation to post credit transactions for Card Holders accounts if and to the extent that the aggregate amount attempted to be credited by Client to Card Holder accounts exceeds the then existing balance in the Client Account.

(h) Immediately notify enCASH Processor by telephone (confirmed by written notice) of any lost, damaged, stolen, misappropriated or improperly used Cards. The Client shall use its best efforts to collect and return all damaged Cards promptly to enCASH Processor.

(i) Notify enCASH Processor in writing of any disputed or unauthorized Program Transaction within ten (10) days of the day such transaction is charged to the Client.

(j) Refrain (and cause its affiliates to refrain) from, directly or indirectly, offering for sale, or entering into any agreement for the sale of cards having substantially similar characteristics or benefits as the Cards in the Program, or otherwise participating in any card-based program having substantially similar characteristics or benefits as the Program.

4. Conditions Precedent. Prior to commencing any service rendered by enCASH Processor pursuant to this Agreement, the Client shall undertake the following:

(a) The Client shall, at the request of enCASH Processor, furnish documents evidencing Client's authorization (e.g., Board of Directors resolution, partnership letter, Board of Trustees resolution, Executive Order, etc.) to execute and deliver this Agreement, together with specimen signatures of those individuals authorized to act on behalf of the Client with respect to the Program and this Agreement.

(b) The Client shall designate in a manner acceptable to enCASH Processor, in its sole discretion, officers, employees and agents authorized to take the actions described hereto with respect to any Card in accordance with the Program. enCASH Processor may rely upon any such designation or instructions received in such mutually agreeable manner until such time as enCASH Processor shall have received notice to the contrary in accordance with this Agreement.

(c) The Client shall establish and fund a Client Account that shall be maintained in accordance with, and for the purposes described hereto.

(d) The Client shall furnish enCASH Processor one or more Guaranty Agreements in the form attached herein signed individually, and not on behalf of, or as a representative of the Client by one or more individuals who accept liability for all amounts owed to enCASH Processor in the event that the Client shall fail to satisfy any of its obligations under this Agreement or otherwise in connection with, or relating to, the program.

5. Representations and Warranties of the Client. As of the date hereof, and the date of each transaction hereunder, the Client represents and warrants to enCASH Processor as follows:

(a) The Client is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite authority to conduct its business in each jurisdiction in which its business is conducted.

(b) The execution and delivery by the Client of this Agreement, and the enCASH Client Processing Application to which this Agreement is attached, and the performance of its obligations hereunder have been duly authorized by proper organizational proceedings, and this Agreement constitutes the legal, valid and binding obligation of the Client enforceable against the Client in accordance with its terms.

(c) To the best of its knowledge, neither the execution and delivery by the Client of this Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof (i) will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Client, (ii) will violate the Client's organizational documents or (iii) will violate materially the provisions of any indenture, instrument or agreement to which the Client is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder. No order, consent, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, this Agreement.

6. Term; Termination.

(a) The term of this Agreement (the "Term") shall be effective for a period of three (3) years commencing on the date of this Agreement as set forth above. Thereafter, this Agreement shall automatically renew for consecutive additional one (1) year terms unless either party provides the other party with a written notice of non-renewal at least six (6) months prior to the commencement of any additional one (1) year term.

(b) This Agreement may be terminated by enCASH Processor at any time for any reason and enCASH Processor may refuse to allow further transactions with respect to the Cards at any time and for any reason. The Client may terminate this Agreement at any time only in the event of a material breach by enCASH Processor which remains uncured after written notice thereof for a period of thirty (30) days, and which termination in any event shall not be effective until receipt by enCASH Processor of a written notice from the Client of the uncured default, the passing of the cure period, and advising enCASH Processor that the Client has elected to terminate this Agreement due to the default of enCASH Processor. In the event this Agreement is terminated for any reason, the Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and return to enCASH Processor all Card Packets, Cards, equipment which may be leased from enCASH Processor, and all other Program related material. Sections 1, 3, 4, 5, 6, 7, and 10 shall survive any termination of this Agreement. In the event collection is initiated by enCASH Processor, the Client shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by enCASH Processor.

7. Limitation of Liability and Indemnification. enCASH Processor will be liable only for direct damages if it fails to exercise ordinary care. enCASH Processor and the Bank shall be deemed to have exercised ordinary care if their action or failure to act is in conformity with customary banking practices or is otherwise a commercially reasonable practice of the banking industry. enCASH Processor and the Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. The Client will indemnify enCASH Processor and the Bank for all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from: (i) any breach of a representation or warranty of this Agreement, or failure of Client to perform its obligations hereunder, and (ii) any claim of a third party relating to any action taken or not taken by enCASH Processor pursuant to this Agreement, unless the action or non-action constitutes the lack of ordinary care or willful misconduct of enCASH Processor. The terms of this Section 8 shall survive any termination of this Agreement as to matters that occurred during the Term.

8. Fees. Client agrees to pay by electronic debit the fees and charges specified herein and as amended from time to time provided enCASH Processor notifies Client at least thirty (30) days prior to the effective date of any such change.

9. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the earlier of the date on which such notice is actually received by the party to which addressed or three days after such notice has been deposited in the United States first class mail postage prepaid. All notices shall be sent to the addresses set forth on the enCASH Access Card Agreement to which these Terms & Conditions are attached or such other address as specified in written form from one party to the other.

10. Transaction Processing.

(a) Data and information processing services for the Program will be provided by enCASH Processor and a third party processor designated and retained by enCASH Processor and the Bank (the "Processor"). Accordingly, enCASH Processor and the Bank are hereby authorized to provide transaction data from the Program to the Processor, to credit and debit card brand corporations (i.e. Visa® International, Inc., MasterCard® International, Inc., Discover® Financial Services, etc.) ("Brand Card Companies), and any other party at the sole discretion of enCASH Processor.

(b) "Authorize" or "Authorization" shall mean the approval of a purchase or account credit transaction for which a Client has requested authorization in accordance with the Program. The Client understands that if the Authorization program is not working, all transactions will be declined.

(c) During the course of this Agreement it may be appropriate and necessary for enCASH Processor and Bank to have access to certain confidential business information ("Information"), particularly purchase transaction information, and the identity and related information, if available, of any Cardholder. Accordingly, enCASH Processor and the Bank agree to request that the Processor agrees, to consider the information as confidential and to take all reasonable precautions to prevent disclosure of the Information to third parties and not to use the Information without the Client's consent. This confidentiality provision shall extend to any Information that enCASH Processor and Bank may learn, observe or otherwise obtain concerning the Client incidental to the performance during the course of this Agreement. This provision shall not prevent enCASH Processor or Bank from disclosing any Information to regulatory authorities or pursuant to subpoena or other legal process.

11. Miscellaneous.

(d) If any provision in this Agreement is held to be inoperative unenforceable or invalid, such provisions shall be inoperative, unenforceable or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable.

(e) The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and enCASH Processor and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by the Client without the prior written consent of enCASH Processor. In no event shall the Client be relieved of liability to enCASH Processor arising hereunder unless and until a purchaser, transferee, assignee or other successor in interest to the Client's business shall expressly assume such liability in writing and enCASH

(f) Processor accepts such assumption of liability in writing, which acceptance by enCASH Processor shall be solely within enCASH Processor's discretion.

(g) enCASH Processor shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure event or circumstance is caused by conditions beyond its reasonable control.

(h) This Agreement, including all Schedules attached hereto, all of which shall be deemed part of and integral to this Agreement, embodies the entire agreement and understanding between the Client and enCASH Processor and supersedes all prior agreements and understandings between the Client and enCASH Processor relating to the subject matter thereof. All representations and warranties of the Client contained in this Agreement shall survive the execution of this Agreement and consummation of the transactions contemplated hereunder.

(i) This Agreement may be amended or rights of enCASH Processor hereunder may be waived only by notice to the Client in writing from enCASH Processor. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.

(j) Anything contained in this Agreement to the contrary notwithstanding, enCASH Processor shall not be obligated to extend credit to the Client in violation of any limitation or prohibition imposed by applicable law.

(k) Any taxes (excluding federal and state income taxes on the overall net income of enCASH Processor) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the transactions contemplated hereunder shall be paid by the Client together with interest and penalties, if any.

(l) Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof," "herein," and "hereunder and words of similar import when used in this Agreement shall refer to this Agreement, as it may be amended or modified from time to time, as a whole and not to any particular provision of this Agreement. The terms defined in this Agreement have the meaning assigned to them in this Agreement and include the plural as well as the singular.

(m) If a purchase or cash advance is made in a foreign currency, it will be converted by the Processor or Brand Card Companies into U.S. Dollars by using its currency conversion procedure. The currency conversion rate that is used for a particular transaction is the rate used for the applicable currency when the transaction is processed. This rate may differ from the rate used when the transaction actually occurred or when it was posted to the cardholder's account. The Client understands that enCASH Processor does not determine the currency conversion rate used and does not receive any portion of the currency conversion rate. Payments under this Agreement shall be made in U.S. dollars.

(n) This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement. Provided that each of the parties hereto shall have signed a counterpart hereof, this Agreement shall become effective as of the date first appearing above, and shall remain effective during the Term.

(o) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

Schedule A - Form of Guaranty

The undersigned ("Guarantor") hereby absolutely and unconditionally personally guarantees prompt payment when due of all amounts outstanding to enCASH Processor pursuant to this enCASH ACCESS CARD AGREEMENT including but not limited to all fees, charges, or electronic funds transfers performed by enCASH Processor, or incurred by enCASH Processor, or invoiced by enCASH processor against the depository account of Client (including all attorneys' fees incurred by enCASH Processor in connection with the collection or enforcement thereof) how so ever and when so ever created, arising, evidenced or acquired (the "Guaranteed Debt"). All terms used in this guaranty ("this Guaranty"), to the extent not otherwise defined, are used as defined in the Agreement. Guarantor waives notice of enCASH Processor's acceptance of this Guaranty and of any and all Guaranteed Debt. Guarantor agrees that enCASH Processor shall not be required to sue or otherwise attempt collection from the Client before it requires payment from the Guarantor.

(a) The Guarantor further agrees that enCASH Processor may demand payment with respect to any one or more obligations of the Client at any time without demanding payment with respect to all obligations of the Client. The Guarantor further waives presentment, protest, notice, the benefit of any statutes of limitations, demand or action on delinquency in respect of the Guaranteed Debt or any part thereof, including any right to require enCASH Processor to sue the Client, any other Guarantor or any other person obligated with respect to the Guaranteed Debt or any part thereof, or otherwise to enforce payment thereof against any collateral securing again the Guaranteed Debt or any part thereof. The Guarantor hereby agrees that, if at any time any payment of any portion of the Guaranteed Debt is rescinded or must otherwise be restored or returned upon the insolvency or bankruptcy of the Client or otherwise, the Client's obligations hereunder with respect to such payment shall be reinstated at such time as though such payment had not been made and whether or not enCASH Processor is in possession of this Guaranty.

(b) The validity and enforceability of this Guaranty shall not be impaired or affected by any of the following, whether occurring before or after receipt by enCASH Processor of notice of termination of this Guaranty: (i) any extension, modification or renewal of, or indulgence with respect to, or substitutions for, the Guaranteed Debt or any part thereof or any agreement relating thereto at any time; (ii) any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Debt or any part thereof or any agreement relating thereto, or any collateral securing the Guaranteed Debt or any part thereof; (iii) any waiver of any right, power or remedy or of any default with respect to the Guaranteed Debt or any part thereof or any agreement relating thereto or with respect to any collateral securing the Guaranteed Debt or any part thereof; (iv) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any collateral securing the Guaranteed Debt or any part thereof; (v) any other guaranties with respect to the Guaranteed Debt or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Debt or any part thereof; (vi) the enforceability or validity of the Guaranteed Debt or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Debt or any part thereof; (vii) the application of payments received from any source to the payment of indebtedness other than the Guaranteed Debt, any part thereof or amounts which are not covered by this Guaranty even though enCASH Processor might lawfully have elected to apply such payments to any part or all of the Guaranteed Debt or to amounts which are not covered by this Guaranty; (viii) the insolvency, bankruptcy or any other change in the legal status of the Client and/or Guarantor; (viii) a change in the Client's status as a party to this Agreement; (ix) the change in or the imposition of any law, decree, regulation or other governmental act which does or might impair, delay or in any way affect validity, enforceability or the payment when due of the Guaranteed Debt; or (x) the existence of any claim, set off or other rights which the Guarantor may have at any time against any other person in connection herewith or an unrelated transaction, all whether or not the Guarantor shall have had notice or knowledge of any act or omission referred to in the foregoing clauses (i) through (x) of this paragraph.

(c) It is agreed that the Guarantor's liability hereunder is several and independent of any other guaranties or other obligations at any time in effect with respect to the Guaranteed Debt or any part thereof and that the Guarantor's liability hereunder may be enforced regardless of the existence, validity, enforcement or non-enforcement of any such other guaranties or other obligations or any provision of any applicable law or regulation purporting to prohibit payment by the Client of the Guaranteed Debt in the manner agreed upon between enCASH Processor and the Client. In the event that acceleration of the time for payment of any of the Guarantee Debt is stayed, upon the death, insolvency, or bankruptcy of a Client, or otherwise, all such amounts shall nonetheless be payable by the Guarantor forthwith upon demand by enCASH Processor.

(e) Without limiting the rights of enCASH Processor under applicable law, the Guarantor authorizes enCASH Processor to apply or offset any sums standing to the credit of the Guarantor with any office branch, subsidiary or affiliate of enCASH Processor to the payment when due of any amount owing by the Guarantor under this Guaranty. This Guaranty covers all indebtedness and liability of the Client to enCASH Processor relating to the Program. This Guaranty also covers all amounts and charges under any Card which are alleged to be made with any damaged, lost or stolen Card prior to the time that enCASH Processor is notified that the respective Card has been damaged, lost or stolen.

IN WITNESS WHEREOF, the undersigned Guarantor has signed or caused this Guaranty to be signed as of this ___ day of _____, 200___, to be made and to be effective as of the date of the Agreement.

GUARANTOR:

Signature: _____

Print Name: _____

Street Address: _____

Drivers License # _____ Drivers License State _____

SSN: _____

Date of Birth: _____

Phone: _____

Witnessed By:

Signature: _____ Print Name: _____