



P.O. BOX 1208 • ALPHARETTA, GEORGIA 30009-1208

Thank you for considering selling our money orders. Below is a summary of our proposal to provide your store with our money order service.

### **Automated Money Order Machines**

We will provide you with an automated money order machine for your location. It takes just a few seconds for our equipment to print money orders. Also, the machine will print shift and close-out reports for you. It communicates with North American through your store's existing internet connection. We will maintain the machine and be responsible for all repairs and supplies associated with the machine.

### **Reporting**

Your machine automatically downloads all transactions to us. We will email you on the day before every ACH draft a report detailing the ACH draft. We also have a web site ([www.moreports.com](http://www.moreports.com)) in which you can view current and previous reports.

### **ACH Draft**

Five times per week we will draft your bank account (Monday, Tuesday, Wednesday, Thursday, & Friday). Monday's sales will be drafted on the following Wednesday, Tuesday's sales on the following Thursday, Wednesday's sales on the following Friday, and Thursday's sales the following Monday. Friday, Saturday, and Sunday sales will be drafted on the following Tuesday.

### **Point of Sale Advertising**

We provide Point of Sale Advertising materials including posters, banners, and window decals. Also, we periodically visit your location and refresh the point of sale material.

### **Security Features and Other Services**

We will handle stop payment requests; produce check copies as needed for no additional cost. We also monitor the sales information at your location to help you determine if any theft is taking place. Our machines are equipped with security features that ensure that only authorized employees are able to print money orders.

### **Fee Structure**

We split the fee that you charge to your customers 50/50 with the minimum fee to us being \$.40 per money order. A \$25.00 monthly service fee will be assessed on the first ACH of every month.

### **Applying for Service**

The attached application may be submitted electronically or printed, completed and faxed (770-360-9490), or emailed ([stacye@northamericanmoneyorder.com](mailto:stacye@northamericanmoneyorder.com)). Upon receipt, our goal will be to process your application quickly so that we can schedule your installation as soon as possible.

Stacye Carroll  
North American Money Order  
P.O. Box 1208  
Alpharetta, GA 30009-1208  
800-736-9212 x 810  
Fax 770-360-9490



Phone: 800-736-9212

Fax: 770-360-9490

**APPLICATION TO SELL MONEY ORDERS****Fed ID #****Your Email Address**

<b>Business Legal Name</b>		<b>dba Store Name</b>		<b>Nature of Business</b>		
<b>Business Street Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>	<b>County</b>	
<b>Mailing Address (if different)</b>						
<b>Bank Name</b>		<b>Bank Account Type</b>		<b>Name Exactly As It Appears On The Account</b>		
<b>Bank ABA/Routing Number</b>		<b>Bank Account Number</b>				
<b>Store Phone #</b>		<b>Owner Cell Phone #:</b>		<b>Currently own other stores?</b>		
<b>Fax #:</b>				<b>If so, how many?</b>		
<b>Phone Company:</b>		<b>Name &amp; Title of Contact @ Store</b>		<b># of years as owner of this store/business:</b>		
<b>Internet Provider:</b>				<b>Total # of years in convenience store business:</b>		
How did you hear about North American?						
Have you sold money orders before? <span style="float: right;">Name of company?</span>						
Date you stopped selling money orders and why?						
<b>Form of Operation:</b> <b>Sole Proprietor</b> <b>Corporation</b> <b>Partnership</b> <b>LLC</b> <b># hours you work in store/wk</b> <b>Sell gasoline?</b> <b>Brand</b> <b>Property is:</b> <b>Owned</b> <b>Leased</b> <b>Terms:</b> / <b>MO Sale Fee:</b> <span style="margin-left: 300px;">Mthly/wkly</span> <span style="margin-left: 20px;">Amt</span>						
<b>Owner 1 Name (First and Last)</b>		<b>/</b>	<b>Title</b>	<b>Social Security #</b>	<b>Date of Birth</b>	<b>Marital Status</b>
<b>Rent</b>	<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Home Phone</b>
<b>Own</b>	<b>Driver's License #:</b>		<b>DL State of Issue:</b>		<b>DL Exp Date:</b>	
<b>Owner 2 Name (First and Last)</b>		<b>/</b>	<b>Title</b>	<b>Social Security #</b>	<b>Date of Birth</b>	<b>Marital Status</b>
<b>Rent</b>	<b>Address</b>		<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Home Phone</b>
<b>Own</b>	<b>Driver's License #:</b>		<b>DL State of Issue:</b>		<b>DL Exp Date:</b>	

Trustee Account Number

# TRUST AGREEMENT

This **TRUST AGREEMENT** is between **NORTH AMERICAN MONEY ORDER COMPANY, INC., a GEORGIA CORPORATION**

("The Company") and \_\_\_\_\_ a corporation partnership LLC individual ("Trustee"), with its principle office at \_\_\_\_\_ and doing business as \_\_\_\_\_.

**1. Appointment.** The Company appoints Trustee to sell the Company's money orders at Trustee's existing, relocated or future places of business. Trustee will comply with instructions issued by the Company and with all applicable laws, including laws relating to currency transactions. Trustee accepts appointment and agrees to sell no money orders except those of the Company at any of Trustee's existing or future places of business. The Company has no obligations to pay any expenses incurred by Trustee.

**2. Trust Relationship.** Trustee agrees to receive and hold in trust for the Company all blank money orders delivered to Trustee by the Company and all money received by Trustee from the issuance and sale of money orders (except Trustee's fee), hereinafter called "trust funds" separate and apart from other funds. If Trustee breaches this Trust Agreement by commingling trust funds with other funds, the total commingled funds constitute the trust funds and belong and are payable to the Company to the extent necessary to pay the amount due from Trustee to the Company.

**3. Sales and Remittances.** Trustee will issue and sell money orders delivered to Trustee by the Company, collect cash for the face amount of each money order issued, and remit funds, including the Company's fee, to the Company on a schedule and in a manner to be solely determined by the Company. Unless otherwise instructed in writing by the Company, these remittances shall occur every Monday, Tuesday, Wednesday, Thursday, and Friday via ACH.

**4. Fee.** As compensation for the Company's services, Trustee agrees to pay under the following plan: For each money order sold, Trustee shall pay the Company 50% of all fees collected, but in no case less than \$.40 per money order. Trustee may charge its customers who buy money orders a fee in excess of the face amount as Trustee deems appropriate. Trustee agrees to notify the Company in writing whenever this charge is modified. As part of the consideration paid to the Company by Trustee, the Company shall furnish the electronic money order system. A \$25 monthly service fee will be assessed on the first ACH of every month.

**5. Rules and Regulations.** Trustee will comply with the following rules and regulations:

(a) No money order will be issued or sold to anyone in payment of any obligation of Trustee, or used in any manner for the purpose of Trustee, its officers, owners, or any guarantors of the Trust Agreement

(b) Only cash will be accepted as payment for money orders issued or sold. No check or other paper transmitted or deposited by Trustee to or for the Company shall constitute a remittance until actually collected. The Company has the right in each case to decide whether to deposit any such paper for collection.

(c) Any failure by Trustee to comply with the remittance or reporting requirements is a material breach of this Agreement. If Trustee fails to remit as agreed, Trustee will pay to the Company on demand interest calculated from the date the remittance was due. The interest due shall be calculated at 3% per year above three month Treasury bills in effect on the date the remittance was due or 10% of the total remittance, whichever is greater. Charges will not exceed the maximum allowed by law.

(d) Trustee will safeguard unissued money orders with the highest degree of care. The care applicable to blank money orders shall be the same as that applicable to cash. Trustee shall report the serial number of each money order stolen or missing, and all other information relating to the event, immediately upon discovery of the fact, but in any event no later than 24 hours before the money orders are presented for payment to the Company. Such report will be by telephone and immediately confirmed in writing.

(e) The Company may deliver blank money orders by whatever means it deems appropriate to Trustee, or to any agent, employee or representative of Trustee, and they are hereby authorized to receive and issue receipts for blank money orders on behalf of Trustee.

(f) Trustee agrees to install an RJ11 universal (or compatible) phone jack, maintain a continuously live connection to telephone service of sufficient quality to be acceptable to the Company and to maintain a standard grounded AC electrical outlet.

(g) Trustee will maintain a sound financial position, providing current financial information to the Company at Trustee's year end or as requested. Trustee will so conduct operations that trust funds will not be in jeopardy nor seem in the opinion of reasonable men to be in jeopardy and shall cease the issuance of money orders and notify the Company immediately if jeopardy arises. Notification to the Company will be by telephone and confirmed in writing.

(h) The Company may at its discretion require the Trustee to make a full accounting relating to operations and trust funds hereunder (audit) and on demand make full and immediate payment (certified check, cashier's check, or bank wire) of all trust funds not yet collected by the Company. A charge may be assessed to the Trustee to recover all expenses incurred by the Company when an audit is made due to Trustee's breach of the Agreement or when an audit discloses a breach.

(i) Trustee will promptly notify the Company by registered mail prior to any change in ownership of Trustee's business in whole or in part. Notwithstanding any notice or failure to give notice, Trustee will continue to be liable for the payment of all sums and the performance of all duties required by this agreement. Trustee will not assign this agreement without the Company's prior written consent. Other forms of notice, regardless of to whom given, will not comply with the notice requirement of this section.

**6. Liability.** Trustee, regardless of Trustee's freedom from negligence or other fault, is absolutely liable:

(a) To remit to the Company all trust funds as required by paragraph 3 of this Agreement and all other funds due the Company under this Agreement, regardless of the mysterious or non-mysterious disappearance or loss of any funds from Trustee possession by reason of the honest or dishonest act of any person, act of God, or otherwise; and

(b) To remit to the Company the total amount which may be expended by or for the Company to pay any money orders delivered to Trustee which are subsequently presented for payment, whether or not the Company is legally liable to pay. This subparagraph does not apply to any money orders as to which Trustee as fully performed Trustee's duties under this Agreement. Trustee will in any event unequivocally indemnify the Company against all loss, expense and damages (together with interest) sustained by the Company as a result, in whole or part, of any action or omission to act, whether honest, dishonest, negligent or otherwise, by Trustee or by Trustee's employees or other representatives (whether within or without the scope of their employment) in breach of this Agreement or Company's actions on Trustee's order to stop payment on a money order. Damages or indemnity payable to the Company will in every case include reasonable collection costs and attorney's fees, whether or not a suit is commenced and interest.

**7. Equipment.** The equipment that is covered by this Contract shall at all times be the sole and exclusive property of the Company and the Company retains all ownership and title to said equipment. The Trustee shall have no rights or property interest therein, but only the right to use the equipment in the regular course of the issuance of the Company's money orders. Company may inspect the equipment at any reasonable time during the Trustee's regular hours without notice to the Trustee. Without the Company's prior written consent, the Trustee may not, by operation of law or otherwise, (a) assign, transfer, pledge, hypothecate, or otherwise dispose of, or attempt to dispose of, the equipment or its interest in this User Contract or (b) sublet or lend the equipment or permit the equipment to be used by anyone other than the Trustee or the Trustee's employees. Upon demand of the Company, the Trustee will immediately return the equipment in as good a condition as received, less normal wear and tear, to such a place as is specified in the demand by the Company.

**8. Amendment of Agreement.** Company reserves the right to unilaterally amend this agreement upon 30 days written notification to the Trustee of the terms of the amendment. The agreement may also be amended by mutual written consent of the parties.

**9. Term of Agreement.** The relationship of the parties shall continue for one (1) year from the date hereof. It continues automatically thereafter for successive one (1) year terms unless terminated by either party as of the end of such term by written notice given to the other at least 90 days in advance. Either party may terminate at any time without advance notice in the event of material breach by the other. In addition, the Company may terminate this Agreement a) at any time upon 30 days notice where total payments of fees specified in paragraph 4 above have amounted to less than \$600.00 for any six month period, b) immediately if the Company determines that there has been an adverse change in the financial condition of Trustee or any guarantor of this Agreement, or c) immediately if there is a change in the ownership or control of Trustee.

**10. Termination.** Upon any termination, Trustee will immediately pay to the Company all trust funds and other funds which may be owed the Company and deliver to the Company all unissued money orders, electronic money order system, supplies, records, equipment and material theretofore delivered to Trustee. Trustee agrees to cease immediately the sale or issuance of money orders upon verbal notification. The notification will be confirmed in writing by the Company.

**11. Legal Action.** The parties agree that the venue for any lawsuit arising out of the Trust Agreement or any other ancillary agreement shall be proper only in the County of Clayton, State of Georgia. Written notice is given to the Trustee at the address noted above. Written notice is given to the Company as follows: North American Money Order Company, Inc. Attn: David Guest, 3570 Trotter Drive, Alpharetta, GA 30004.

**Trustee Account Number**

**12. Governing Law.** Interpretation of this Agreement shall be governed by the laws of the State of Georgia.

**13. Joint and Several Liability.** If more than one entity or person constitutes the Trustee, the obligations of such entities or persons hereunder shall be joint and several.

**14. Captions.** The captions of this Agreement are for convenience only and are not to be construed as substantive terms.

**15. Severability of Provisions.** If any provision of this agreement is contrary to, prohibited by, or deemed invalid under the laws of the State of Georgia, then such provisions shall be deemed implacable and deemed omitted but shall not invalidate the remaining provisions thereof.

**16. Non-waiver.** The failure of the Company to enforce any provision of the Agreement or its failure to declare a default is not a waiver or any breach of any provision of the Agreement, and will not prejudice any right and/or power of the Company.

**17. Riders.** Riders of even or subsequent date signed by the parties, whether or not attached, constitute a part of the Agreement, which expresses the entire agreement between the parties. In the event of an inconsistency between the foregoing provisions and the rider(s), the rider governs.

**Dated:**

**Trustee:**

**Owner 1:**

**Title:**

**Owner 2:**

**Title:**



## ACH AND PRE-AUTHORIZED DRAFT AGREEMENT

1. Trustee authorizes North American Money Order Company, Inc ("The Company"), to initiate debt 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 The 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 The Company for any and all claims, demands, losses, liabilities or expense, including attorneys' 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 sixty (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, The Company will assess a charge of **\$25.00.**
6. Georgia law 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 a writing signed by both parties.

Depository Name		
Transit/ABA Number	Checking                      Savings	Account Number
Trustee Name(s) <i>(Please Print)</i>		
Name Exactly As It Appears On The Account		Telephone Number

Trustee Account Number

# PERSONAL INDEMNITY AND GUARANTY

In order to induce North American Money Order Company, Inc. ("The Company") to enter into the foregoing Trust Agreement and inconsideration thereof and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned and each of us personally, individually, jointly and severally guarantees to the Company the prompt payment in full by Trustee (as defined in the Trust Agreement) of all sums and amounts payable under such Trust Agreement and the prompt and complete performance by Trustee of all other obligations thereunder.

Each of the undersigned agrees, without the Company first having to proceed against Trustee, to pay on demand all sums due and to come due to the Company and all losses, costs, attorney's fees or expenses which the Company may suffer by reason of Trustee or any of our failure to pay or perform any obligation under the Trust Agreement. This guaranty is an absolute, unconditional and continuing guarantee of payment.

The Company may at any time and from time to time, without the undersigned consent, and without affecting or impairing the obligation of any of the undersigned hereunder, take any action with respect to, or waive or amend any of the obligations of the Trustee, including without limitation, any of the following:

- (a) renew or extend any obligations of Trustee or of co-guarantors (whether hereunder or under a separate instrument) or of any other party at any time directly or contingently liable for the payment of said obligations without the limit as to the number or extent of such renewals or extensions;
- (b) accept partial payment of said obligations
- (c) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security or collateral hereof, if any, in any manner; or
- (d) consent to the transfer of, release from time to time, security or collateral, if any.

No payment by a guarantor hereunder shall entitle the guarantor, by subrogation or otherwise, to any payment by Trustee under or out of property of Trustee except after the full performance, payment and discharge of all Trustee's indebtedness, obligations, and liabilities to the Company.

No termination hereof shall be effected by the death of any or all of the undersigned.

Each of us waives notice of acceptance hereof and presentment, demand, protest and notice of nonpayment and any other demands and notices whatsoever, and we waive all set-offs and counterclaims.

Without in any way affecting or waiving its rights hereunder, we acknowledge that the Company will make reasonable efforts to provide the undersigned with notice of any changes in or obligations hereunder. Such notice shall be deemed to have duly given when deposited in the U.S. mails addressed to the address set forth below.

This guaranty shall bind our respective heirs, administrators, personal representatives, successors and assigns and shall inure to the Company's successors and assigns and we hereby waive notice of any assignment. All of the Company's rights are cumulative and not alternative.

\_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

\_\_\_\_\_  
(Name)

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

**Trustee Account Number**

# **SIGNATURE AND ACKNOWLEDGEMENT**

I certify that the above information is true and correct. I hereby authorize North American Money Order Company, Inc., through any agency, to receive and investigate the above information and any other information obtained from me. This information will be kept in strict confidence and used solely to evaluate acceptance/denial of money order trustee relationship. I further certify that I have been advised, either verbally or by inclusion in my information package, of my rights under The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y. This authorization is a continuing authorization for the duration of the business relationship between North American Money Order Company, Inc. and the undersigned. Furthermore, I affirm that signature of this document also includes the enclosed Application To Sell Money Orders, Trust Agreement, ACH and Pre-Authorized Draft Agreement, and Personal Indemnity and Guaranty. Digital signature of this document is considered binding under the Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C. 7001.

Owner 1 Signature:

Date:

Owner 1 Name:

Owner 2 Signature:

Date:

Owner 2 Name:

**NORTH AMERICAN MONEY ORDER COMPANY, INC.**

By \_\_\_\_\_  
**Authorized Representative**