

**ELECTRONIC CHECK COLLECTION
SERVICE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2004, by and between **e Cashflow Systems**. (Hereinafter referred to as "**e Cashflow**"), a corporation with its principal place of business at 4600 S. Ulster St., Suite 700 Denver, Colorado and _____, (hereinafter referred to as "**CLIENT**"), with its principal place of business located at _____.

CLIENT and **e Cashflow** hereby agree as follows:

TERM

1. **CLIENT** and **e Cashflow**, are entering into a service agreement as of this date for a term of 2 (two) years. This agreement will automatically be renewed for a like term unless notified in writing 30 days prior to renewal.

SERVICE PROVIDED

2. **e Cashflow** agrees to provide electronic check collection services on behalf of **CLIENT**. Authorization will be given to your financial institution (attachments A,B) authorizing them to forward any check returned for non sufficient funds (NSF) to **e Cashflow Systems** at 4600 S. Ulster St., Suite 700 Denver, Colorado 80237. Upon receipt of any NSF check, **e Cashflow** will create an electronic item (ACH) and re-deposit this item in an effort to collect the funds. Additionally, **e Cashflow** will maintain for a period of up to two years (as required by law) a digital picture of each check that is converted into an ACH item.

In the event that the "ACH" item is returned because of non sufficient funds, **e Cashflow** will call the payee's bank to verify funds before re-depositing and attempting to collect for final time. However, in the event that the payee's bank does not verify funds, **e Cashflow** will use normal paydays (15th and end the 1st of the month) in an attempt to collect the item.

Current banking regulations allow three presentments, one paper and two electronic. **e Cashflow** will provide only two re-presentments electronically after the Bank has made one paper presentment for the Client. In the event that **e Cashflow** is unable to collect your funds electronically, you may elect to have the item sent on to our no cost secondary collection department. Or you may choose to have the item returned to you for further action. You receive the full face value from our secondary collections.

In the event that the "ACH" item becomes collected **e Cashflow** will electronically credit your bank account for 100% of the face value of the check for the "Collected" funds on a daily basis as received.

FEES

3. **e Cashflow Systems** collects fees from the check writer for this check collection service. The disclosure statement that permits this direct charge to the check writer's bank account must be displayed at the point of sale or on the **CLIENT** customer's statement. **e Cashflow** agrees only to charge check-writer a fee as allowed by law in the state of jurisdiction and only in the event that the check has been collected. Point of sale labels will be supplied by **e Cashflow**.
3. A. **e Cashflow** further certifies that no other charges will be assed to **CLIENT** for services as outlined in items one and two above.

AGREEMENT OF COMPLIANCE

4. e Cashflow Systems, as required by law, hereby agrees to comply with all the rules and regulations which apply to ACH transactions and the RCK process. Client also agrees to comply with the rules and regulations which include notification signage and or language in invoices etc which advise the check writer or ACH authorizer of the process which will follow any NSF item.

INDEMNIFICATION

5. e Cashflow Systems hereby indemnifies and holds harmless CLIENT for any and all claims or penalties which are a result of NACHA rules and or regulation violations on its part. Client indemnifies e Cashflow Systems from claims and or penalties which may be a result of its rules or regulations violations.

NON - DISCLOSURE

6. CLIENT and e Cashflow, mutually agree that all business and technical information (whether written or oral) disclosed by one party to this agreement ("Discloser") to the other party to this agreement ("Recipient") in connection with the electronic check collection for CLIENT shall be received and retained by the Recipient in the same manner as the Recipient treats its own confidential information, but in no event shall either party use less than a reasonable care to keep this information confidential. Such information shall only be disseminated to Recipient's employees, consultants and agents whose job functions involve them in the work done by or for the Discloser. Notwithstanding the foregoing, there shall be no obligation for e Cashflow or CLIENT to retain information relating to the other party as confidential where such information (i) was in the public domain at the time of its receipt; (ii) was known by the Recipient prior to receipt; (iii) became known to the Recipient through a third source whose own knowledge was acquired entirely independent of Recipient without reference to any confidential information ; or (iv) is approved for disclosure by the Discloser in writing. The provisions of this paragraph 4 shall survive any termination of this agreement.

ACKNOWLEDGEMENT

7. CLIENT acknowledges that it has read this Agreement, understands, it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, provided, nevertheless, that CLIENT and e Cashflow may alter, amend or modify this Agreement by mutual agreement in writing and signed by the authorized employees or agents of CLIENT and e Cashflow. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Colorado. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

TERMINATION

8. Either party may terminate this Agreement without cause based upon the terms and conditions of this agreement; provided that the party shall give the other written notice within ninety (90) days.

SEVERABILITY

9. In the event that any provision of this Agreement is determined to be invalid or unenforceable in any jurisdiction, the remaining provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed so as to effectuate the purpose and intent of the parties.

Additionally, if the Federal Reserve or Clearing house association may have changes in rules and regulation which may impact our agreement, these changes will be mutually discussed and satisfactory resolution agreed upon.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, and / or any other cause beyond the reasonable control of the party whose performance is affected.

OFFERED BY:

ACCEPTED AND AGREED TO:

E Cashflow Systems

Rod Hill / CEO

Date

Date

Title: CEO

Title: