

**ALL BUSINESS CORPORATION D/B/A  
US EXPRESS MONEY ORDER  
Tel: 770-495-2330**

**USMOSERVICE@GMAIL.COM**

Dear Prospective Agent: **\*\* PLEASE READ\*\***

- APPLICATION MUST BE **FILLED OUT BY TWO APPLICANTS**
  
- BUSINESS LICENSE OR CERTIFICATE
  
- ALL DOCUMENTS **SIGNED BY TWO APPLICANTS!! BOTH APPLICANTS NEED TO SIGN ALL DOCUMENTS BY THE "X".**
  
- ACH AUTHORIZATION: YOU MUST PROVIDE A VOID CHECK
  
- **PHOTO ID FOR EACH APPLICANT**

THANK YOU

1. Please e-mail the Application Packet to:  
Email : [usmoservice@gmail.com](mailto:usmoservice@gmail.com)
  
2. And mail the original Application Packet to:  
US Express Money Order  
PO Box 957632  
Duluth, GA 30095
  
3. **SERVICE WILL NOT START UNLESS WE RECEIVE THE ORIGINAL DOCUMENTS.**

# ALL BUSINESS CORPORATION D/B/A US EXPRESS MONEY ORDER

## POSITION APPLIED FOR (office use)

Setup Date	Agent #	Received Date
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## BUSINESS INFORMATION

PLEASE PRINT CLEARLY

Business Name( STORE NAME )		
Corporation Name		*EIN/ FEDERAL TAX ID #:
Business Address (Street Address )		
Business Address (City, State, Zip Code)		County
Business Phone #	Fax Number	Emergency Phone #
Who can we contact at the store if there is a problem? <input type="checkbox"/> Manager _____ <input type="checkbox"/> Owner _____ <input type="checkbox"/> Emergency Contact _____	Do you already have money order service? If so, which company? <input type="checkbox"/> WU <input type="checkbox"/> MG <input type="checkbox"/> NA <input type="checkbox"/> Other _____	Do you have any MSB? <input type="checkbox"/> Check cashing <input type="checkbox"/> Bill payment <input type="checkbox"/> Money transfer <input type="checkbox"/> Other _____

## PERSONAL INFORMATION 1<sup>st</sup> Applicant

Name (Last, First, Middle)		
Social Security #		Date of Birth (mm/dd/yyyy)
Home Address (Street, City, State, Zip Code)		
Home Phone #	Cell Phone #	*E-mail Address
How did you find out about Us Express Money Order? <input type="checkbox"/> Referral _____		
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain.</i> _____		Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>

## PERSONAL INFORMATION 2<sup>nd</sup> Applicant

Name (Last, First, Middle)		
Social Security #		Date of Birth (mm/dd/yyyy)
Home Address (Street, City, State, Zip Code)		
Home Phone #	Cell Phone #	*E-mail Address
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please explain.</i> _____		Male <input type="checkbox"/> Female <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/>

**REFERENCES** – Please write a minimum of 2 references the following references may be contacted.

Name	Relationship	Occupation & Company	Address (Street, City, State, Zip)	Telephone and E-Mail Address

Mail, email or fax the signed application, copy of void check, driver’s license, business license, and 1<sup>st</sup> and last page of lease agreement:

Us Express Money Order  
P.O. Box 957632  
Duluth, GA 30095

For more information, contact us:  
  
Telephone: (770)495-2330  
  
Email: [usmoservice@gmail.com](mailto:usmoservice@gmail.com)

**PLEASE READ CAREFULLY AND SIGN** – I/We certify that the above statements are correct. I understand that any false information (or omissions) in this application, or its supporting documents, will be sufficient grounds for refusal to become an/or termination without notice. I/We give you my/our full consent that All Business Corp. at its sole discretion, may obtain my/our credit information(s) and GCIC background/felony check from any possible sources and it to evaluate my/our agent ship application, and I/we will not hold All Business Corp. responsible for any possible privacy law violation.

Applicant’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant’s Signature \_\_\_\_\_ Date \_\_\_\_\_

ACH AUTHORIZATION

AGENT NO. \_\_\_\_\_

We, the MERCHANT, authorize US EXPRESS MONEY ORDER (US EXPRESS) to debit or credit the account of the bank listed below for adjusted remittances. A voided copy of check of the account is attached herewith.

This authority will remain in effect until we, the MERCHANT, and US EXPRESS agree, in writing, to modify or cancel it.

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

\_\_\_\_\_  
(Phone No.)

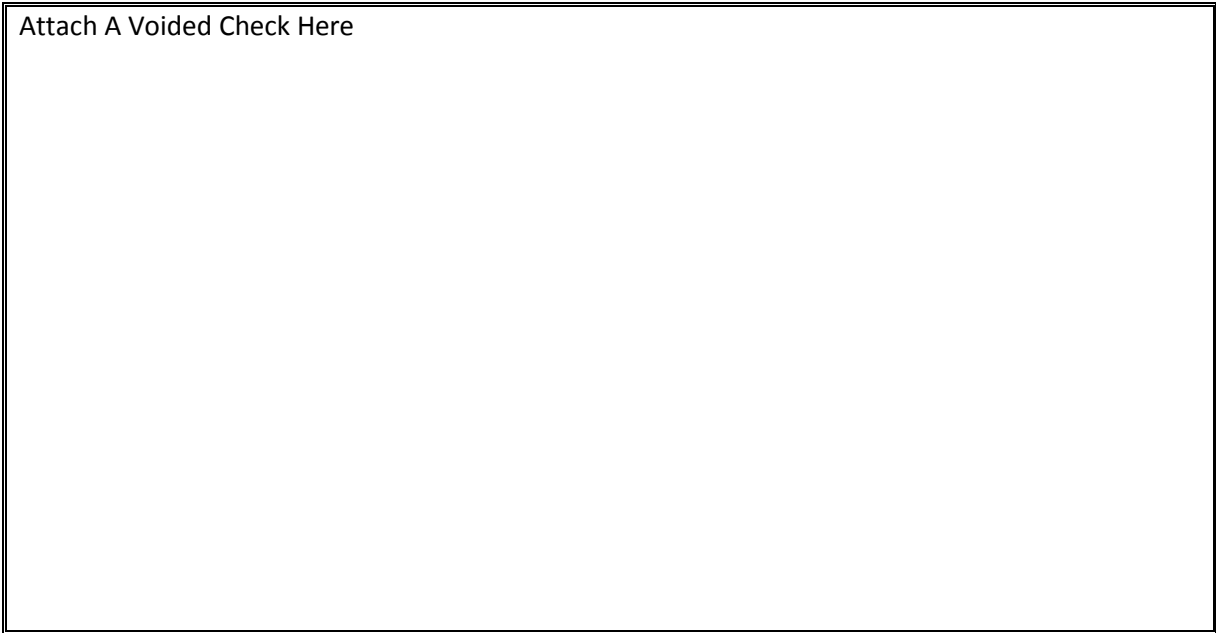
X \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Routing #) PRINT CLEARLY

\_\_\_\_\_  
(Account #) PRINT CLEARLY

Attach A Voided Check Here



**PERSONAL INDEMNITY AND GUARANTY**

In order to induce ABC to enter into the foregoing Trust Agreement dated \_\_\_\_\_ the receipt of which is hereby acknowledged, and in consideration thereof and for other good valuable consideration, receipt of which is hereby acknowledged, the undersigned and each of us personally, jointly and severally guarantees to ABC the prompt payment in full by agent (as defined in the Trust Agreement) of all sums and amounts payable under such Trust Agreement and the prompt and complete performance by agent of all other obligations thereunder.

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

ABC may any time and from time to time, without the undersigned's 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 agent, including without limitation, any of the following:

- (a) renew or extend any obligations of agent 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 limit as to the number or extent of such renewals or extensions;
- (b) accept partial payment or 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 therefore. If any, in any manner; or
- (d) consent to the transfer of, or 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 agent under or out of the property of agent, except after the full performance, payment and discharge of all agent's indebtedness obligations, and liabilities to ABC.

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 non-payment and any other demands and notices whatsoever, and we have all set-offs and counterclaims.

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

IN WITNESS WHEREOF, the undersigned have executed the foregoing Guaranty this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Signature X \_\_\_\_\_ Home Address \_\_\_\_\_

Print Name \_\_\_\_\_

SS# \_\_\_\_\_

Date \_\_\_\_\_

Signature X \_\_\_\_\_ Home Address \_\_\_\_\_

Print Name \_\_\_\_\_

SS# \_\_\_\_\_

Date \_\_\_\_\_

## FIDELITY AND SECURITY AGREEMENT

In order to induce All Business Corporation d/b/a/ US EXPRESS FINANCE (hereinafter "Secured Party") to enter into a Trust Agreement with

(Borrower name) \_\_\_\_\_  
(hereinafter "borrower") by secured party in accordance with the provisions of said Trust Agreement, the undersigned hereby grants to secured party a security interest in all fixtures, equipment, inventory, merchandise, and goods of the (borrower name) \_\_\_\_\_ business or home now owned and operated by the undersigned under the trade style "(business name/borrower name) \_\_\_\_\_" at the following location:  
(work address) \_\_\_\_\_  
(home address) \_\_\_\_\_

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(said location being hereinafter referred to as the "Premises"), together with all additions, accessions and substitutions for such fixtures, equipment, inventory, merchandise and goods, together with the products and proceeds thereof (all such property being hereinafter collectively referred to as the "Collateral").

This conveyance of security title in the collateral to secured party is to secure the performance by THE BORROWER of all of its obligations under the said Trust Agreement, including the delivery to secured party of all funds and money held in trust by THE BORROWER as the proceeds of US Express FINANCE by THE BORROWER, the payment of all sums due to secured party from THE BORROWER, including attorney's fees, pursuant to the terms of said Trust Agreement, and the performance by THE BORROWER of all of its other obligations under the Trust Agreement as well as the satisfaction of all other obligations of THE BORROWER to Secured Party, however created, arising or evidenced, whether direct or indirect absolute or contingent, or now or hereafter existing, or due or to become due (the obligations of THE BORROWER secured hereby being herein collectively called the "Obligation").

Until default (as defined herein) the undersigned may have possession of the collateral and use the same in any lawful manner not inconsistent with this security agreement or with any policy of insurance on any of the collateral, and the undersigned may have possession of the inventory, merchandise, and goods and may sell from the same to customers in the ordinary course of business of the undersigned.

The undersigned hereby covenants and agrees that:

- (1) The Collateral will be kept on the premises unless the secured party shall otherwise consent in writing;
- (2) The undersigned will at all times keep Collateral free of all liens and claims whatsoever, other than the security interest conveyed hereunder, and the following prior security interest(s);
- (3) The undersigned will from time to time, on request of secured party, execute such financing statements and other documents and do such other acts and things as secured party;
- (4) The undersigned will at all times keep the Collateral in good order and repair, ordinary wear and tear expected;
- (5) The undersigned will not sell, transfer, lease, or otherwise dispose of the Collateral or any interest therein, except for the sale of goods and inventory in the ordinary course of business, without the prior written consent of Secured Party;
- (6) The undersigned will at all times keep the Collateral insured against loss, damage, theft, and other risks and shall show Secured Party as the loss payee on all policies of insurance covering the Collateral; and
- (7) The undersigned shall allow Secured Party to examine and inspect the Collateral at any reasonable times.

The occurrence of any of the following events shall constitute a condition of default which shall authorize Secured Party to exercise its remedies hereunder:

- (1) The failure of THE BORROWER to deliver upon demand any monies or funds held in trust by THE BORROWER for Secured Party, in which event Secured Party's remedies hereunder may be exercised immediately;
- (2) The failure of THE BORROWER to pay any other sum due under the Trust Agreement to Secured party within five [5] days from demand therefore;
- (3) The failure of THE BORROWER to perform any other obligation under the Trust Agreement within the time allowed by said Trust Agreement; or
- (4) Any Failure of the undersigned to perform any of its obligations under this Security Agreement.

Whenever a default shall exist, the Secured Party may, at its option, and without further notice or demand of any kind, exercise any and all rights and remedies available to it under the Uniform Commercial Code in effect in the State of Georgia or available to it under other applicable law. The undersigned agrees, in the case of default, except with written consent of Secured Party, to cease the sale, lease or furnishing of any inventory and to cease the use or consumption of and to assemble all the Collateral at a convenient place lease or other disposition of the Collateral, including the cost of collecting, assembling, preparing, and processing the same for enforcement of Secured Party's rights hereunder, together with 15% attorney's fees. Secured Party may maintain any part or all of the Collateral on the Premises for the purpose of selling or disposing of same, and the undersigned grants Secured Party full rights of access to the Premises for this purpose and agrees to take all actions and to pay all rentals necessary to maintain possession of the Premises for this purpose for a reasonable period. The undersigned acknowledges

The undersigned expressly acknowledges to Secured Party that this Security Agreement has been executed and the obligations have been incurred for goods sold or

leased, services rendered, or monies advanced for use in the conduct of a business or profession, and not for personal consumption, and that the transaction constitutes a "commercial transaction" as defined in Subpart 2, part 4, Article VII, Chapter XIV of Title 44 of the Official Code of Georgia. The undersigned expressly and unconditionally waives any and all rights which the undersigned may have to notice prior to seizure or repossession of any of the Collateral by Secured Party.

Upon the performance by Agent of all of its obligations under the Trust Agreement, including, but not limited to, delivery of all trust funds held by Agent for Secured Party, this Security Agreement shall be null and void, and Secured Party shall thereupon re-convey the security title in the Collateral to the undersigned.

IN WITNESS WHEREOF the undersigned has executed this Security Agreement under seal this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_.

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

## TRUST AGREEMENT

THIS AGREEMENT, effective as of \_\_\_\_\_, between ALL BUSINESS CORPORATION (hereinafter "ABC"), a Georgia corporation authorized to issue money orders under License No. \_\_\_\_\_, issued by the Georgia Department of Banking, and \_\_\_\_\_ (hereinafter "Agent") and \_\_\_\_\_ (hereinafter "Responsible Persons") (the Agent and each of the Responsible Persons being hereinafter collectively referred to as "Trustee"). In consideration of the mutual promises set forth below, ABC, Agent and Responsible Persons agree as follow:

1. **Trust Relationship.** ABC appoints Trustee as its agent authorized to sell US Express Money Orders issued by ABC in accordance with provision stated herein. Upon execution of this agreement and pursuant to its terms. Agent and Responsible Persons shall be trustees and shall act in fiduciary capacity with respect to any money orders in Trustee's possession and all proceeds, as defined in subsection 2(d) hereof. Trustee shall account for the money orders and proceeds separate and apart from all other funds and money of Trustee and shall not commingle the money orders and proceeds with any other funds and money. In the event Trustee does commingle money orders and/or proceeds with any other funds and/or money such other funds and money shall be deemed to be impressed with a trust with respect thereto. It is expressly understood that Trustee does not by operation of this agreement, acquire any right, title or interest of any kind in the money orders, the proceeds, or the ABC Fee as defined in subsection 3(b) hereof. Agent and each Responsible Person accepts appointment as a Trustee hereunder and assumes fiduciary responsibility for the ABC funds and money orders in their possession or control.

2. **Sales Procedures.** (a) Agent shall not sell any single money order for an amount imprinted thereon (Face Value) exceeding the Money Order Upper Limit, as defined in Section 1 of Schedule A; and Agent shall not sell to the same customer within any 24 hour period money orders for an amount exceeding the Daily Sales Limit defined in Section 2 of Schedule A. The Agent's Money Order Upper Limit and/or Daily Sales Limit may be changed by ABC at its sole discretion. (b) Agent shall sell money orders only in accordance with the instructions of ABC which may be amended from time to time by ABC in its sole discretion and shall become part of this Trust Agreement. (c) No money orders shall be issued, sold or delivered to any person in payment of any obligations of the Agent, its employees or representatives. (d) Agent shall collect the face value for each money order sold (proceeds) and Agent may also collect any fee which the Agent decides to charge its customers for the purchase of money orders. In establishing this fee, Agent shall comply with all laws and regulations with respect to such fees. (e) Agent shall accept only cash in payment for money orders. Agent's acceptance of any other form of payment for money orders is at agent's own risk and Agent shall be liable to ABC for the face value of any money order sold, including any ABC Fee, regardless of whether agent ultimately receives payment therefore. (f) Agent shall make sure the sequence number, printed by computer printer in black, of each money order sold is identical with the sequence number, printed in red, of the same money order, and Agent shall circle the sequence number, printed by computer printer, to guarantee the identity of two sequence numbers. The Responsible Persons shall personally supervise and shall be fully responsible for the observance of all of the foregoing obligations of Agent. Trustee acknowledges and agrees that a breach of the foregoing Sales Procedures, particularly subsection 2 (c), may constitute fraud or defalcation while acting in a fiduciary capacity within the meaning of 11 U.S.C. § 524(a)(4).

3. **Reporting and Remittance Procedures.** (a) Agent shall keep agent's copies of money orders sold by the agent. (b) Agent, at its own expense, shall pay to ABC all proceeds, together with the fee as set forth in Schedule A (ABC Fee), in accordance with the remittance procedures set forth in Schedule A. (c) At any time during the term of this agreement ABC may change the provision of subsections 3 (a)-(b) and Schedule A hereof as required to comply with applicable law, and thereafter ABC may change such provisions as it deems necessary or appropriate on thirty days written notice to Agent. Trustee agrees that, in the event that any check or electronic funds transfer (EFT) used by Trustee to remit proceeds to ABC is returned NSF or otherwise dishonored, Trustee will pay a NSF fee in an amount equal to the greater of \$100.00 for each item returned or one (1%) percent of the amount of the item returned to cover ABC's administrative and monitoring expense with respect thereto. All proceeds not remitted by Trustee and received by ABC within eight (8) days from the date of sale shall bear interest at the rate of eighteen percent (18%) per annum from such eighth (8<sup>th</sup>) day.

4. **Service to be provided by ABC.** (a) After execution of this agreement, ABC shall mail or deliver an appropriate number of money orders to the offices of Agent. (b) ABC shall provide assistance to agent in refunding, tracing, or returning lost or stolen money orders. (c) Solely as an accommodation to Agent, ABC will stop payment on any money order furnished to Agent at the written request of Agent, but solely at the risk and expense of Agent. Agent's oral request to stop payment on a money order will be binding upon ABC only if confirmed in writing immediately thereafter. It is expressly agreed that ABC will not responsible for any payment made as a result of Agent's failure to comply with the limitations specified herein; and Agent acknowledges that any credit made to Agent with respect to a stop payment on a money order will be provisional subject to the ultimate determination of liability or such money order, since Agent is responsible for all ABC money orders furnished to Agent. (d) ABC shall provide Agent with equipment to sell the money orders, which equipment shall at all times remain the sole property of ABC and may be removed by ABC at any time without prior notice to the Agent. Agent shall be liable to ABC for the loss or damage of the equipment.

5. **Personnel, Space and Equipment.** Agent shall furnish personnel and space sufficient to adequately market ABC's, and only ABC's, money orders. ABC shall provide one or more POS terminals with the required software; and Agent shall provide any necessary telephone or cable lines and connections required for the POS terminal(s). ABC will service the terminal(s), but Agent shall be responsible for any abuse or negligent damage to the unit(s). Agent acknowledges and agrees that local voltage, temperature and humidity conditions may lead to fire or electrical shock hazards to Agent, its employees and invitees from the POS equipment provided by ABC; and Agent shall be solely responsible for avoiding hazards and shall indemnify and hold ABC harmless with respect any loss, injury or damage resulting from fire, shock or similar hazard. Agent further acknowledges that ABC's equipment and software are proprietary, and Agent may not disassemble the equipment or decompile the software.

6. **Safekeeping and Liability for Loss.** (a) Agent shall take such measures to safeguard and protect all unsold money orders as a prudent person would take to safeguard and protect a like amount of his own cash. (b) Agent shall be liable to ABC for the face value of any money orders lost or



stolen from Agent and subsequently paid by ABC if: (1) the loss or theft of the money orders is caused, in whole or in part, by the dishonesty of any officer, employee, representative or agent of Agent, or (2) the loss or theft of the money orders is caused by agent's failure to safeguard the money orders in accordance with subsection 6 (a) of this agreement, or (3) the loss or theft of the money orders is not reported in writing within twenty-four (24) hours of agent's discovery that such money orders have been lost or stolen. (c) As used in this agreement with respect to blank money orders, the "loss" shall mean the amount actually paid by ABC without reference to the legal obligation of ABC to make such payment. (d) Agent shall be absolutely liable for any loss or theft of the proceeds and/or ABC Fee for any money order sold by Agent at any time and under any circumstances. (e) ABC shall assume responsibility for raised or counterfeited money orders provided that an act or omission of Agent or Agent's employee, representative or agent did not allow such money orders to be raised or counterfeited.

**7. Term of Agreement.** Since this agreement is based upon the mutual trust and confidence of each party in the other, this Agreement and the agency relationship created hereunder may be terminated at any time by any party by written notice to the other parties; provided, however, that any such termination shall not release any party from any liability already accrued hereunder, or impair ABC's security interest until all amounts secured thereby have been paid.

**8. Legal Compliance.** Agent shall comply with all laws and regulations applicable to its business.

**9. Termination.** (a) In addition to any other rights ABC has to terminate this agreement, ABC may immediately terminate this agreement (1) in the event that ABC determines that there has been an adverse change in the financial condition of Agent or any Responsible Person, or (2) in the event that Agent or any Responsible Person shall become insolvent, or shall enter bankruptcy or receivership proceedings, or shall make a general assignment for the benefit of creditors. (b) In the event that agent fails to comply with the remittance procedures set forth in section 3 hereof, ABC may immediately terminate this agreement. In such event, ABC shall have the right to inspect and audit agent's books and records. (c) In the event that agent fails to comply with the other provisions of this agreement, including all Schedules hereto and all rules and regulations promulgated by ABC, and such non-compliance is not corrected within thirty (30) days following notice of such non-compliance from ABC, ABC may terminate this agreement immediately on written notice to agent. (d) In the event of termination for any reason, agent shall immediately remit to ABC the proceeds for Money Orders sold by agent plus ABC Fees with respect thereto. Agent shall also return to ABC all unsold Money Orders and any equipment, display material or other property furnished to Agent by ABC. All such money orders and proceeds due ABC shall, until remitted to ABC or picked up by a representative of ABC, be held by agent in trust for ABC. Any property furnished by ABC shall remain the sole property of ABC. Agent agrees to keep any equipment or properties furnished by ABC free and clear from any liens or encumbrances thereon. (e) In the event Agent elects to terminate this agreement prior to the expiration of the initial term, Agent agrees to reimburse ABC for its reasonable costs for printing any money orders for Agent's sale which Agent has not sold, and, if Agent became ABC's Agent at the outset of the initial term, for ABC's reasonable costs of establishing Agent as an Agent.

**10. Indemnification.** Agent and each Responsible Person, jointly and severally, shall indemnify and hold ABC harmless from all losses, claims, demands, actions, suits, proceedings or judgments, including costs and attorney's fees, which ABC may at any time incur or suffer resulting in whole or in part from actions or omissions, whether done negligently or intentionally by Agent, its agents, employees or representatives, arising out of this Trust Agreement, including without limitation ABC's actions on Agent's order to stop payment on a money order or from the violation of any laws, regulations or ordinances by Agent, its employees, agents or representatives.

**11. Agreement.** (a) This Trust Agreement, or any of the rights hereunder, including the right to any payment due, may not be assigned to any other person or entity, including a successor in interest, whether by operation of law or otherwise, without the prior written consent of the other party and any attempted assignment in contravention of this section shall be null and void. However, ABC may assign any or all of its rights or duties under this agreement to another entity without the prior written consent of agent. In the event that either party assigns this Trust agreement or any other the rights or duties hereunder to any third party other than as specifically permitted in this section without the prior written consent of the other party, then non-assigning party may terminate this agreement upon written notice to the assigning party. (b) In the event that Agent ceases to exist in the form in which it exists as of the date hereof, whether by reason of merger, sale, liquidation, or otherwise, Agent shall notify ABC in advance of the effective date of such change and ABC, at its sole option, may terminate this agreement upon written notice.

**12. Notices.** Unless otherwise agreed to by the parties in writing, all notices, requests or other communications hereunder shall be in writing and shall be sent by first class mail, postage prepaid, or by fax, or electronic mail, or shall be personally delivered, to the other party at its respective address specified at the end of this Trust Agreement, or to each such party, at such other addresses as shall be designated by such party in written notice to the other party in compliance with the terms of this Section. If no other address for Agent is designated, ABC may provided notices, requests or communications hereunder to the person whose signature appears herein below at the address first set forth below. All such notices, requests, and communications if mailed, faxed, telexed, or telegraphed, and addressed as set forth below shall be effective when sent.

**13. Advertising.** Agent shall obtain written approval of ABC prior to use of the US EXPRESS name, logo, trademark, service mark, copyright, or other proprietary classification in any advertising or instructional material produced by or for Agent.

**14. Exclusive.** Agent agrees that during this term of this Agreement, ABC shall be Agent's sole and exclusive provider of money orders.

**15. Financial Condition.** Agent agrees to supply ABC with an annual financial statement each year. Agent further agrees to maintain adequate property and casualty insurance and to provide evidence thereof. Agent's failure to provide such statements shall result in termination of this Agreement pursuant to the provisions of Subsection 9 (c) hereof.

16. **Attorney's Fees.** In the event that any amount due to ABC under the terms of this Trust Agreement is collected by or through an attorney at law. Agent shall pay all costs of collection including 15 % attorney's fees on all amounts due hereunder

17. **Governing Law.** This Trust Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Georgia.

18. **Security.** As a material inducement to ABC to entrust Agent to handle its money orders, Agent and/or one or more of the Responsible Persons have executed a Fidelity Bond and Security Agreement conveying a security interest in certain assets to ABC. Regardless of any termination of this Trust Agreement by any party thereto, said security interest shall remain in effect for so long as any obligation to ABC arising under this Trust Agreement remains unpaid or unperformed or any other amount remains due from any Responsible Party, whether or not arising with respect to the location identified herein. Moreover, the foregoing security interest shall remain unimpaired by any change of ownership of the business or assets subject to said security interest or by lapse of time. Agent and each Responsible Person expressly authorizes ABC to execute and file such financing statements (UCC-1) and amendments and continuation statements as ABC shall deem necessary or appropriate to maintain its security interest effective and intact as long as any obligation owing to ABC hereunder remains unpaid or unperformed.

19. **Entire Agreement.** This Trust Agreement, including all Schedules hereto and including any Fidelity Bond and Security Agreement executed herewith, constitutes the entire and sole agreement between the undersigned parties with respect to the subject matter herein. This Agreement supersedes all prior understandings, arrangements, or agreements between the parties hereto not contained in this Agreement, all of which are merged herein. No modification, renewal, extension, or waiver of any of the provision of this Trust Agreement shall be binding upon either party unless made in writing and signed by the parties to be bound.

**IN WITNESS WHEREOF**, the parties have caused this Trust Agreement to be executed by their authorized officers as of the day and year first written above, or, in the case of an individual Responsible Person, has signed and sealed this Trust Agreement.

Address of Agent's Location:

Name \_\_\_\_\_

ALL BUSINESS CORPORATION

Address \_\_\_\_\_

d/b/a US EXPRESS MONEY ORDER

\_\_\_\_\_

P.O.Box 957632  
Duluth, GA 30095

Date: \_\_\_\_\_

By: \_\_\_\_\_

Manager

**RESPONSIBLE PERSONS:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

**SCHEDULE A**

1. Money Order Upper Limit. Agent shall not sell any single money order for an amount imprinted thereon (Face Value) exceeding \_\_\_\_\_ hundred dollars (\$ \_\_\_\_\_). This amount shall be called the Money Order Upper Limit.
2. Daily Sales Limit. Agent shall not sell to the same customer within 24 hours money order the total amount of face value of which exceeding \_\_\_\_\_ dollars (\$ \_\_\_\_\_). This amount shall be called the Daily Sales Limit.
3. ABC Fee. Agent agrees to pay ABC a fee of \_\_\_\_\_ for each Money Order sold. Agent agrees that ABC may modify the amount of fee from time to time by written notice to agent, which modification shall become effective at the date set by ABC in the notice.
4. Sales Period. Agent's sale period per week shall be either:  
(A) **Monday** through **Wednesday** and **Thursday** through **Sunday**.  
(B) **Tuesday** through **Thursday** and **Friday** through **Monday**.
5. Reporting procedure. Every business day at least twice, the first time in the early afternoon, and the second time in the late afternoon, Agent electronically through the modem forwards its sales data of Money Order to ABC's computer system. Agent must keep agent's copies of Money Orders sold by the agent for a period of one year from the date sold, and ABC has all the right to audit them at any time ABC needs to do so.
6. Remittance Procedure. Agent agrees and authorizes for ABC to initiate an ACH debit/ to draw Depository Transfer Check on the agent's designated bank account on (A) **Tuesday** and **Friday or** (B) **Monday** and **Wednesday**. In the event Tuesday or Friday is a bank holiday it is replaced by the next bank business day. The remitted shall be equal to the sum of all face value plus ABC fee for all Money Order sold through the immediately preceding sales period.

In the event that agent fails to pay ABC in accordance with the preceding paragraph, the agent shall be subject to a ACH return charge in the amount of the payment due for each day agent fails to make such payment equal to the sum of interest thereon at the rate of 3.5% of the returned ACH amount plus penalty of \$150.00. The penalty amount may be changed by ABC at its sole discretion. If ABC has not received in good funds the remittance amount due on the day it is due, ABC may immediately terminate the agreement. Early termination fee of \$400.00 will be applied if agent discontinues the service with the initial term of the agreement. ABC also reserves the right, in its sole discretion, to sell, assign, or transfer its interest in the outstanding or prepaid trust funds together with accrued interest at the above rate and all attorney fee incurred by ABC to any entity of ABC's choosing to include a finance company. Prepaid shall be defined as any and all money orders cleared and paid by ABC for which it has not received collected funds.

AGENT \_\_\_\_\_

ALL BUSINESS CORPORATION  
US Express Money Order  
3751 Venture Dr. Suite 205  
Duluth, GA 30096

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

## ACKNOWLEDGMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate document entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the All Business Corporation at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by InfoMart, Inc., 1582 Terrell Mill Road, Marietta, GA 30067, 800-800-3774, www.infomart-usa.com, and/or Employer itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

**New York applicants only:** Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law.

**New York City applicants only:** By signing this form, you further authorize the Company to provide you with a copy of your consumer report, the New York City Fair Chance Act Notice form, and any other documents, to the extent required by law, at the mailing address and/or email address you provide to the Company.

**Minnesota applicants only:** You have the right to submit a written request to the consumer reporting agency for a complete and accurate disclosure of the nature and scope of any consumer report the Company ordered about you. The consumer reporting agency must provide you with this disclosure within five business days after its receipt of your request or the report was requested by the Company, whichever date is later. Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

**Washington State applicants only:** You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

**Oklahoma applicants only:** Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

### Applicant Information (Please Print)

\* This information will be used for purposes of background screening only and will not be used in making any employment decisions.

Applicant Name: (First Middle Last)	Current Address: (street address)
Other Name(s) Used: (like Maiden)	City: _____ State: _____ Zip: _____
Gender: * <input type="checkbox"/> Male <input type="checkbox"/> Female	Former Address: (1)
Social Security Number: *	City: _____ State: _____ Zip: _____
Driver's License Number.: _____ State: _____	Former Address: (2)
Date of Birth: * _____ Place of Birth: (City, State, Country)	City: _____ State: _____ Zip: _____

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Email or Fax ALL documents to:**

[Cust.Service@infomart-usa.com](mailto:Cust.Service@infomart-usa.com)

**(770) 984-8997**

## DISCLOSURE REGARDING BACKGROUND INVESTIGATION

Applicant Name: (First Middle Last)

Account Number: 010-109019

All Business Corporation may obtain information about you from a third-party consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks.

These searches will be conducted by InfoMart, Inc., 1582 Terrell Mill Road, Marietta, GA 30067, 800-800-3774, [www.infomart-usa.com](http://www.infomart-usa.com).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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Gender: * <input type="checkbox"/> Male <input type="checkbox"/> Female	Former Address: (1)
Social Security Number: *	City: _____ State: _____ Zip: _____
Driver's License Number.: _____ State: _____	Former Address: (2)
Date of Birth: * _____ Place of Birth: (City, State, Country)	City: _____ State: _____ Zip: _____

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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