FRANCHISE DISCLOSURE DOCUMENT

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Our franchise is for a business that provides to the general public a variety of financial services and related products, including check cashing, electronic deposits, money orders, money transfers, utility bill payments, and debit cards, among others.

The total investment necessary to begin operation of a United Check Cashing® franchise is $226,000.00 to $297,000.00. This includes the $30,000.00 that must be paid to the franchisor or affiliate. The total investment necessary to convert an independent check cashing business to a United Check Cashing® franchise is $15,100 to $22,000. This includes the $10,000.00 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a United Check Cashing® Kiosk franchise is $98,500 to $149,500.00. This includes the $10,000.00 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Albert DeStefano, Director of Franchise Relations, at Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043, (800) 626-0787.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: March 29, 2023

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit A.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only United business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a United franchisee?	Item 20 or Exhibit A list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About This Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and litigation only in New Jersey. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate and litigate with the franchisor in New Jersey than in your own state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and person assets, perhaps including your house, at risk if your franchise fails.

3. **Mandatory Minimum Payments**. You must make a minimum promotional fund payment regardless of your sales levels. Your inability to make the payment may result in termination of your franchise and loss of your investment.

4. **Franchisor's Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibit B -- Table of Contents of Operations Manual
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FRANCHISE DISCLOSURE DOCUMENT

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

United Financial Services Group, Inc., the Franchisor, is referred to throughout this Disclosure Document as "we," "us," and "United." The term "you" or "Franchisee" refers to the person or entity being offered the franchise. If the franchisee is a corporation, partnership, or other entity, "you" includes all of the shareholders, partners, and owners of the franchisee, and they must be familiar with this Disclosure Document.

United is a Pennsylvania corporation that was incorporated on July 1, 1991, as United Check Cashing Co., Inc. We changed our corporate name on May 17, 2000, to United Financial Services Group, Inc. and do business under our corporate name. United does not do business under another name. United has no predecessor. Our principal business address is Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043. United was an affiliate of Eagle Tax Services Group, LLC ("Eagle").

United's principals have been in the financial services business since 1977, and since then, through various partnerships, have owned and operated centers of the type being offered through this Disclosure Document. These centers, which initially operated under other names, began trading under the name "United Check Cashing" in 1987. When United was incorporated in 1991, these centers became United franchisees and their principals transferred to United all of their interest in the United Check Cashing name. The number of these affiliated or principal-operated entities varies; however, none of them has ever offered franchises in any line of business and they do not provide products or services to United's franchisees. Since our incorporation, we have also periodically owned and operated centers substantially similar to those being offered here.

United has offered franchises of the type described in this Disclosure Document since 1991. We do not presently offer franchises in any other line of business.

Eagle is a Pennsylvania limited liability company that was formed on May 15, 2007, as Eagle Tax Services, LLC. Eagle's predecessor is Eagle Inc. Eagle Inc. was incorporated on May 15, 2007. It did business under its corporate name. Eagle Inc. did not do business under another name. Eagle Inc. offered franchises for a business that provides to the general public tax return preparation services and related products and services. Eagle changed its company name to Eagle Tax Services Group, LLC as of January 1, 2009. Eagle did business under its corporate name. It did not do business under another name. Eagle's principal business address was 325 Chestnut Street, Suite 3000, Philadelphia, Pennsylvania 19106. From 2007 to November 18, 2013, Eagle or its predecessor, Eagle Inc., sold a total of 33 EagleTax franchises. On November 18, 2013, Eagle sold its interests in the EagleTax franchise agreements,

proprietary marks and tangible intellectual property to Smart Tax Franchise Group, LLC, a New York limited liability company, and later on the same date, Eagle was dissolved. Therefore, Eagle does not presently offer franchises in any line of business nor does Eagle engage in any business.

The identity and principal address of any required agent in your state for service of process is listed in Exhibit F.

United's franchises operate under the name "United Check Cashing Center." For convenience, in this Disclosure Document we refer to our franchises as "United Centers" or "Centers."

We grant franchises for Centers that operate under the United business format and offer the public check cashing (which includes all negotiable instruments, including, but not limited to, checks, money orders and draft), electronic deposits, the sale of money orders, wire transfers, phone cards, utility bill payment services, debit cards, gold purchase and pawn services, and other financial services and products. United also offers qualified candidates the right to operate a United Kiosk Center franchise. The Kiosk Center is generally located in a convenience store, grocery store, service station or wine and liquor store. The Kiosk Center may be fitted into an existing space occupying approximately 60 to 120 square feet. United Kiosk Centers offer all of the products and service that traditional Centers offer. You will participate as the owner and operator of your Center and receive from us a comprehensive training program and ongoing advice and support. You will operate your Center using our proprietary marks, business system, and the trademarks, service marks, trade names, logos, and other indicia of origin United designates, or may designate in the future, for use in the United franchise system. Our franchise system includes proprietary operating procedures and standards and specifications for products and services. You will operate your Center according to our franchise agreement, which is attached to this Disclosure Document as Exhibit H (and Exhibit F to the franchise agreement if you operate a Kiosk Center), and our confidential operations manual, which is described in Item 11.

Check cashing has always been the main component of our business. Most customers for check cashing services are cashing paychecks or government checks, and a typical United Center will be located in the type of neighborhood that contains people who are gainfully employed at a lower to middle income level or are receiving regular pension or social security checks. Centers also draw customers specifically looking for the additional financial services or items Centers offer.

The general market for the offerings of United Centers is well developed and competitive. Competitors for check cashing include all other businesses offering this service, both independent and franchised, in addition to retailers and banks. Each of the other components of the offerings of our Centers will have its applicable competition.

The operation of the franchised business will be subject to all applicable federal, state and local laws, ordinances and regulations. Some of these are not specific to our industry but apply to businesses generally. These include federal and state wage and

hour laws, the Americans with Disabilities Act, the Occupational, Safety and Health Act, and the Patriot Act. Others specifically relate to the type of business that is franchised under this Disclosure Document.

Check cashing currently is regulated in many jurisdictions. Numerous states impose registration and licensing requirements and limit the amount of the fees that can be charged. Certain states may also require you to pass a background check (including a criminal and credit check) before you can be licensed to cash checks. A summary of laws compiled as of August 2013, by the Financial Service Centers of America, an industry trade association, is attached as Exhibit D to this Disclosure Document. It is your responsibility to learn of and comply with your state's current registration and licensing requirements including as they may be amended from time to time. Your ability to establish the Center may be affected by local zoning laws and ordinances that prohibit or restrict the establishment of check cashing businesses in certain areas or require check cashers to obtain a special use permit. In addition, federal law requires you to register with the U.S. Treasury Department and to report suspicious financial activity to the Treasury's Financial Crimes Enforcement Network (FinCEN). The registration and reporting forms required as of 2020 are attached as Exhibit C to this Disclosure Document. All forms must be filed electronically.

Although we monitor legal requirements that affect our Centers and make our information available to you, because of the number of potential local issues, we cannot guarantee that it will be complete, current or accurate. Therefore, we strongly recommend that before signing the Franchise Agreement or a lease for a Center location, you engage an attorney or other professional advisor to assist you in determining what laws, ordinances, and regulations may affect your establishment or operation of a United Center and to assist you in complying with them.

ITEM 2
BUSINESS EXPERIENCE

Director: Paul Del Borrello

Paul Del Borrello currently serves as a member of United's Board of Directors. Mr. Del Borrello and his brother (Director Peter Del Borrello) opened Paul and Peter's Check Cashing in 1977, and he has been actively involved in the financial services business since that time. He co-founded the United Check Cashing concept and served as our President from the date of incorporation through 2000. He is a principal in a partnership that has owned and operated a Center in Philadelphia, Pennsylvania, since 1992.

Director: Peter Del Borrello

Peter Del Borrello currently serves as a member of United's Board of Directors. Mr. Del Borrello and his brother (Director Paul Del Borrello) opened Paul and Peter's Check Cashing in 1977, and he has been actively involved in the financial services business since that time. He co-founded the United Check Cashing concept and served as our Vice President from the date of incorporation through 2000. He is also a principal in a

partnership that has owned and operated a Center in Philadelphia, Pennsylvania, since 1992.

Director: Glen Strafella

Glen Strafella is a member of United's Board of Directors. Mr. Strafella is a principal in a partnership that has owned and operated a Center in Philadelphia, Pennsylvania, since 1992.

Chief Operating Officer: John Leonard

As of January 1, 2009, Mr. Leonard has served as United's Chief Operating Officer. From January 1, 2009 through November 18, 2013, Mr. Leonard served as Eagle's Chief Operating Officer. Mr. Leonard served as United's controller since 1993 and assumed the role of acting president from 2003-2005. In his present role, Mr. Leonard supervises United's financial matters and day-to-day operations and is involved in other aspects of United's operations and development.

Vice President of Operations: Christopher Fox

Christopher Fox currently serves as Vice President of Operations for United. Mr. Fox is responsible for operations systems and support for United. He has been with United since its incorporation in 1991 and previously served as the Director of Operations and as an Operations Manager and District Manager for United. From 1983 to 1991, he worked for the principals of United in their various partnership centers as Operations Manager.

Director of Franchise Development: Albert DeStefano

Albert DeStefano is the Director of Franchise Developments for United since September 2012. From April 2012 to September 2012, Mr. DeStefano was Vice President of Operations for Family Financial Centers, LLC based in Doylestown, Pennsylvania. From June 1994 to December 2011, Mr. DeStefano was the President and a shareholder of APAD, INC., which is a franchisee of the *United Check Cashing*® system. Beginning in January 1983 to July 2020, Mr. DeStefano is the President and shareholder of Alternative Electrostatic, Inc., a contracting company based in Claymont, Delaware.

Director of Compliance: Steven Caimi

Steven Caimi is the Director of Compliance for United since March 2019. From November 2016 to August 2018, Mr. Caimi was an Anti-Money Laundering Investigator at HSBC Bank in New Castle, Delaware. From October 2013 to November 2016, Mr. Caimi was Director of Education at Pennco Tech in Bristol, Pennsylvania.

ITEM 3
LITIGATION

1. James Llewellyn v. Mario Ingrao, et al. (Miami-Dade Case No. 14-015854-CA-30, June 18, 2014). A United franchisee, James Llewellyn, filed a lawsuit against United, a former United franchisee, Mario Ingrao d/b/a Outlook Check Cashing, Inc., and a franchise broker, Russell Cohen of Business and Financial Services, Inc. arising out of the plaintiff's purchase and operation of an existing United franchise. The plaintiff purchased the United franchise from Mr. Ingrao and alleged in the lawsuit that the business it purchased was involved in illegal activities. Plaintiff alleged claims against United of fraudulent inducement, negligent misrepresentation and violations of the Florida Franchise Act and Florida's Deceptive and Unfair Trade Practices Act. United denied all of the claims and filed a motion to dismiss for: (i) improper venue; and (ii) failing to first mediate prior to suing in court, pursuant to the parties' franchise agreement. The parties participated in a settlement conference and, on December 8, 2014, plaintiff settled his claims against United for $27,000.

2. Regional Produce Cooperative Corporation d/b/a/ Philadelphia Wholesale Produce Market v. DelBorello Financial Services, LLC d/b/a/ DelBorello Check Cashing and United Financial Services Group, Inc. d/b/a United Check Cashing (Court of Common Pleas of Philadelphia County, First Judicial District of Pennsylvania, Civil Division, Case No. 01238). Plaintiff filed an action against defendants for civil conspiracy; negligence; negligence under 13 Pa. C.S. Sec. 3404; conversion of instruments Under 13 Pa. C.S. Sec. 3420; recovery for breach of fiduciary duty under 13 Pa. C.S. Sec. 3307; aiding and abetting breach of fiduciary duty; and aiding and abetting conversion. Plaintiff, which has no relationship to defendant United, claims that the defendants assisted Plaintiff's former President and CEO, Caesar "Sonny" DiCrecchio, in the theft and embezzlement of funds from the Plaintiff by cashing certain checks. United, which is not a check cashing business and does not cash checks, has filed an Answer and New Matter on October 20, 2020, vehemently denying the allegations. The parties have completed discovery. On June 21, 2022, defendant United filed a motion for summary judgment. On February 14, 2023, Defendant United's motion was granted, and it was fully dismissed from the matter without the payment of damages, costs, or fees.

Other than these two actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay United an initial franchise fee (the "Initial Franchise Fee") of $30,000.00 for the right to own and operate one (1) Center. If you have an existing check cashing business and desire to convert your business to the United Check Cashing System, you must pay United an Initial Franchise Fee of $10,000.00 for the right to own and operate one (1) converted Center. You must pay United an initial franchise fee of $10,000.00 for the right to operate one (1) Kiosk Center. These fees are collectively referred to as the "Initial Franchise Fee" in this Disclosure Document. The Initial Franchise Fee for Centers and Kiosks is payable in full upon signing the Franchise Agreement. All Franchise Fees are in consideration of administrative and other expenses United incurs in granting the franchise and for United's lost or deferred opportunity to franchise others. Exhibit I to this Disclosure Document contains additional information concerning the Initial Franchise Fee as applicable to your state. Item 7 contains additional information concerning the Initial Franchise Fee as applicable to a conversion of a United Center.

United participates in the International Franchise Association's Veterans Transition Franchise Initiative, known as "VetFran." As part of the VetFran program, United grants honorably discharged veterans of the United States Armed Forces a 25% discount off the Initial Franchise Fee.

On occasion, United may make an exception to the uniformity of the Initial Franchise Fee in connection with the grant of a franchise to United executives. United may also make an exception to the uniformity of the Initial Franchise Fee in connection with the grant of a franchise to an existing United franchisee or a new franchisee. United made no exceptions to the uniformity of the Initial Franchise Fee to anyone in 2020. With respect to a new Center or Kiosk, all Initial Franchise Fees are fully earned when paid and are non-refundable except in circumstances where the franchisee, after 18 months from signing the Franchise Agreement, and after exercising best efforts, has failed to obtain a bank which will transact all of the business for operation of the Center or Kiosk.

With respect to a conversion of a Center, all Initial Franchise Fees are fully earned when paid and are non-refundable except in circumstances where an independent check cashing business converts to a United Check Cashing® franchise without the sale or transfer of the business to anyone, the Initial Franchise Fee will be credited against Royalties as they are incurred. If the conversion involves the sale or transfer of an independent business to an existing United Check Cashing® franchisee, the Initial Franchisee Fee is waived. In circumstances where the Franchisor finds a buyer outside of the United Check Cashing® System for the sale of an independent check cashing business and that business is converted to a United Check Cashing® franchise, the Initial Franchisee Fee applies with no credit against Royalties.

Start-Up Purchases for Center Outfitting

You must obtain architect's drawings, equipment, fixtures, furnishings, and supplies before opening for business ("Start-Up Purchases"). You must acquire the Start-Up Purchases from approved vendors. United and Eagle are not approved vendors of the Start-Up Purchases.

We do not make a profit on these transactions. A current list of Start-Up Purchases is attached to this Disclosure Document as Exhibit E. Although the specific needs of your Center can only be determined once you have obtained a location, your cost for the Start-Up Purchases will be in the range of $75,000 – 80,000 for a Center and $20,000 - $30,000 for a Kiosk Center. See Items 7 and 8 for more information about these Start-Up Purchases.

Non-Refundability

The individual, approved vendors determine their own refund policies. United does not make any refunds for any Start-Up Purchases for any reason.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty on Check Cashing and Electronic Deposit Services	2/10 of 1% of the face amount of checks cashed (including all negotiable instruments such as money orders and drafts) and sums deposited.	Monthly	See Note 1
Royalty on Other Services	5% of Gross Receipts	Monthly	See Note 2
Promotional Fund	$1,000 annually with the right to implement 10% annual increases	Equal monthly payments	See Note 3
Legal and Accounting Fees for Audits, Indemnification	As incurred	Net upon invoice	See Note 4
Interest	1.5% per month or highest lawful interest rate	Net upon invoice	See Note 5
Transfer Fee	$10,000, unless waived	At time of transfer	See Note 6
Commission	8% of asset purchase price	At closing, if you sell or transfer the franchised business with our aid	See Note 6
Annual Advertising Expense	$1,500	Annually	See Note 7
Tellermetrix or Cashwise Software Maintenance Fee	$3,660	Annually, to either Tellermetrix or Cashwise	See Note 8

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Additional Fee Information			See Note 9

Notes

Note 1. You will pay a royalty on check cashing (which includes, in addition to checks, all negotiable instruments, such as money orders and drafts) and electronic deposit services in an amount equal to 2/10 of 1% of the face amount of all checks cashed and electronic deposits made. Certain states limit the fee a check casher may charge for cashing checks. As a concession for its franchisees, United offers reduced royalty fees to franchisees in those states for check cashing services. Please see the State Specific Addenda attached as Exhibit I to this Disclosure Document for more details.

Royalties are paid monthly and are due on or before the last day of each month for the preceding month. We may specify the method of collection of all royalties. At present, royalties are paid by check; however, we may adopt a policy of payment by electronic funds transfer. You agree to execute any and all documents that we may request in connection with setting up an electronic funds transfer program.

Note 2. For other products and services, we have the right to impose a royalty of 5% of your Center's gross receipts (less applicable sales tax, and, in certain instances which may be specified in the Operations Manual, the cost of goods sold). "Gross Receipts" means all forms of consideration received in connection with operation of the Center. However, we will not impose a royalty on the sale of money order or lottery tickets, wire transfers or utility bill payment services.

There may be certain other exempted products and services; a list of these is maintained in the Operations Manual.

Note 3. You must contribute this sum each calendar year (in 12 equal monthly installments) to our promotional fund. See Item 11 of this Disclosure Document for more information about the fund. United has the right to increase this amount up to 10% annually.

Note 4. If an audit reveals that you have understated any amount that you must report to United, you must immediately pay United the royalty on the understated amount, plus interest. If you have understated any amounts by more than 3% for any reporting period, or if you fail to timely submit complete, accurate, and legible reports, you must also reimburse United for all expenses it incurs relating to the audit. If United prevails in any legal action against you to enforce the terms of the Franchise Agreement, you must reimburse United's costs of the action including reasonable attorney's fees. You must defend, indemnify and hold United and its officers, directors, and personnel harmless from all liabilities or expenses arising out of your ownership or conduct of the franchised business.

Note 5. All unpaid bills, fees, charges, and other obligations owed to United will accrue interest at the rate of 1.5% per month, or the maximum allowable by applicable law, if that maximum is lower.

Note 6. If you sell or transfer the assets of your Center to an existing franchisee of the United Check Cashing System, we will waive the $10,000 transfer fee. If you sell or transfer the assets of your Center to a buyer or transferee that United has located, you will pay United a commission of 8% of the purchase price paid by that buyer or transferee.

Note 7. You must spend at $1,500.00 each calendar year to advertise your Center. This is in addition to the Grand Opening Advertising discussed in Item 7 of this Disclosure Document. The annual advertising requirement will be annualized for partial years. See Item 11 of this Disclosure Document for more information about advertising requirements.

Note 8. You must pay a fee of $3,660 per year for maintenance to either Tellermetrix Point of Sale software or Cashwise Point of Sale software. See Item 11 for further details.

Note 9. Unless otherwise indicated, all fees are payable to United and imposed and collected by us. All fees are uniformly applied to new system franchisees and are non-refundable. However, in some instances in which it was appropriate to do so, we have waived some or all of these fees for a particular franchisee where the franchisee purchased multiple Centers or simultaneously purchased an Eagle Tax® franchise from our affiliated company, Eagle Tax Services Group, LLC. United no longer offers discounts on its fees for Eagle Tax® franchise purchases.

ITEM 7
ESTIMATED INITIAL INVESTMENT

CHART I: YOUR ESTIMATED INITIAL INVESTMENT FOR A NEW UNITED CENTER

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$30,000	Lump Sum	Upon Execution of Franchise Agreement	United
Lease Deposit[2]	$1,500 – 7,000	Lump Sum	Upon Signing of Lease	Landlord
Grand Opening Advertising	$3,000	Lump Sum	As Invoiced	Third Party Suppliers
Construction, Leasehold Improvements[3]	$50,000–65,000	As Agreed	As Invoiced, Before Opening	Third Party Contractors
Architect Plans, Equipment, Furnishings, Fixtures, Supplies, POS System, Computer	$75,000–80,000	Lump Sums	As invoice	Third Party Suppliers

Setup and Networking, and Signs[4]				
Licenses, Prepaid Insurance, and Professional Services[5]	$1,000 – 10,000	As Agreed	Before Opening	Governmental Entities and/or Existing License Holders; Service Providers
Training Expenses[6]	$500 – 2,000	As Incurred	As Incurred	Transportation, Hotels, Restaurants
Cash Inventory[7]	$50,000 – 75,000	As Needed	Before Opening	Not Applicable
Additional Funds (6 months) [8]	$15,000 – 25,000	As Needed	During First Six Months of Operation	Vendors, Landlord, Employees
TOTAL[9]	**$226,000-$297,000**			

Notes

Note 1. The Initial Franchise Fee for a single United Center is $30,000.00, and is nonrefundable except in circumstances where the franchisee, after 18 months from signing the Franchise Agreement, and after exercising best efforts, has failed to obtain a bank which will transact all of the business for operation of the Center.

Note 2. The typical Center is 1,000 to 1,500 square feet, is on a street or in a strip mall, and is located in an area that primarily services blue-collar workers. A large majority of franchisees lease space for their Centers, and United estimates that monthly rentals range from $1,500 to $3,500. Variables determining the exact amount are the size of the premises, its specific location, and the extent to which the landlord may contribute to the improvements. You can obtain estimates of rental costs in your area by contacting local commercial realtors. Usually landlords require that a security deposit and one month's rent be paid upon execution of the lease. Some landlords, however, require more. Many locations, particularly strip malls and shopping centers, require tenants to pay extra charges in addition to rent, such as common area maintenance, real estate taxes, percentage rental, utilities, and insurance. If your lease requires you to pay additional charges, your costs may exceed these estimates. You should carefully investigate all potential costs for the Center location before you sign a lease. If United approves you locating a Center in property you own, you may not have any lease deposit or rent requirements.

Note 3. These figures represent the estimated cost of improvements to your building so that it conforms to the standards and specifications of a United Center, including the build-out and the installation of interior sheetrock partitions and 3 or 4 teller position work stations. We base our estimates on a typical expense of $50 per square foot. However, your actual cost will vary and depend on market conditions in your area and the condition of your center. Therefore, it could be higher.

Note 4. These figures represent the estimated costs for architect's plans and for purchasing point of sale terminals; a photocopier; a facsimile machine; photo ID

systems; computer hardware and software; set-up and networking of the POS system, telephones; a calculator; a video security and alarm system; all required signage; safes and all the miscellaneous equipment, fixtures, furnishings and supplies for a standard franchise with a Center occupying up to 1,500 square feet.

Note 5. These figures represent the estimated costs of obtaining state and local licenses, prepayment of your first quarter insurance premium, and the cost of the professional services of an accountant and attorney. In some areas, securing a license will require the assistance of an attorney. In other areas, you may be able to complete the licensing process without an attorney. Whether you need an attorney or not, United will provide you with assistance in the licensing process. Please note that in some states licensing can be time consuming and delay opening of the Center. This could add to your expenses and working capital needs.

Note 6. These figures reflect moderately priced dining and accommodations and automobile mileage expenses for 2 people to attend United's initial training program. Actual costs will vary depending upon your personal needs and arrangements. This estimate does not include the cost of transportation to or from the training site or automobile rental fees. Costs of commercial transportation, if necessary, would be higher and would vary according to distance and mode of travel. See Item 11 for more information about United's initial training program.

Note 7. If you are opening a new Center, you must maintain a minimum of $50,000 in cash for use as inventory for the first year; a larger sum may well be required if you are buying an established check cashing business. After opening, as the business grows, we estimate that you will require an additional cash inventory of $12,000 to $15,000 for every $1 million of checks cashed beyond the $4 million mark. Besides our requirements, some state laws obligate check-cashing businesses to maintain a minimum amount in cash. Before you purchase the franchise, you should investigate the laws of the jurisdiction in which you intend to operate the business.

Note 8. Additional Funds means the working capital you may need to pay fixed costs, such as employee salaries, rent, your landlord, and vendors during your first six months of operation. This estimate does not include a salary for you or a manager and does not include any of your personal expenses. The actual amount of additional funds you will need may exceed these estimates and will depend on a variety of factors, including your rent, the number of paid employees you hire and their rates of pay, the cost of local telephone and surveillance services, and your receipts during this initial period.

The figures in the charts do not include financing payments. If you finance the purchase of the franchise, you should reserve enough working capital to service your debt for at least a six-month period from the date the Center opens for business. A typical loan will provide for a 10 year payout and have an interest rate of approximately 2-3% over the prime interest lending rate prime. Based upon financing 60% of the Center's cost (which is a typical percentage financed by franchisees) at 8% interest, payments for debt service would be in the range of $1,650 to $2,160 per month. This is only an estimate and there can be no assurance that you will be able to obtain financing, and if so, on

what specific terms. You should review the terms of any proposed financing with your accountant or other professional advisor before completing a loan transaction.

Note 9. The figures in the charts anticipate that you will be establishing a new Center. If you elect to purchase the assets of an existing, ongoing check cashing business from United or its franchisee, your initial investment may be substantially higher than the figures reflected in the charts or may possibly be lower depending on the condition of the existing business and its assets at the time of purchase. The actual cost of an ongoing business depends upon the value of the business being purchased, including its established revenue stream.

We relied on our experience as the operator of a similar business and the combined experience of our franchisees in compiling these estimates. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. These are estimates of your start-up costs and expenses to open a United Center and to operate it during the first months. Your costs will depend on many factors, including: your management skill and business experience; local economic conditions; the local market for your services; prevailing wage rates; the extent of competition; and other factors. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. United does not provide financing to you for any items. See, Item 10 to this Disclosure Document. Please review these charts in conjunction with all of the Notes. Please review the estimates carefully with your business advisor before making a decision to buy the franchise.

CHART II: YOUR ESTIMATED INITIAL INVESTMENT FOR A UNITED CONVERSION

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$10,000	Lump Sum	Upon Execution of Franchise Agreement	United
Lease Deposit	NA	NA	NA	NA
Construction, Leasehold Improvements	NA	NA	NA	NA
Equipment, POS System, Computer Setup and Networking, and Signs[2]	$5,000– 10,000	Lump Sums	As invoice	Third Party Suppliers
Licenses, Prepaid Insurance, and Professional Services	NA	NA	NA	NA
Training Expenses[3]	$100 – 2,000	As Incurred	As Incurred	Transportation, Hotels, Restaurants
TOTAL[4]	**$15,100-$22,000**			

Notes

Note 1. The Initial Franchise Fee for a single United Center Conversion is $10,000.00 and is nonrefundable except in circumstances where an independent check cashing business converts to a United Check Cashing® franchise without the sale or transfer of the business to anyone, the Initial Franchise Fee will be credited against Royalties as they are incurred. If the conversion involves the sale or transfer of an independent business to an existing United Check Cashing® franchisee, the Initial Franchisee Fee is waived. In circumstances where the Franchisor finds a buyer outside of the United Check Cashing® System for the sale of an independent check cashing business and that business is converted to a United Check Cashing® franchise, the Initial Franchisee Fee applies with no credit against Royalties.

Note 2. These figures represent the estimated costs for purchasing point of sale terminals; photo ID systems; computer hardware and software; set-up and networking of the POS system, and all required signage.

Note 3. These figures reflect moderately priced dining and accommodations and automobile mileage expenses for 2 people to attend United's initial training program. Actual costs will vary depending upon your personal needs and arrangements. This estimate does not include the cost of transportation to or from the training site or automobile rental fees. Costs of commercial transportation, if necessary, would be higher and would vary according to distance and mode of travel. See Item 11 for more information about United's initial training program.

Note 4. These same expenses apply to a conversion of a United Kiosk.

CHART III: YOUR ESTIMATED INITIAL INVESTMENT FOR A UNITED KIOSK CENTER

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$10,000	Lump Sum	Upon Execution of Franchise Agreement	United
Lease Deposit[2]	0-$3,000	Lump Sum	Upon Signing of Lease	Landlord
Grand Opening Advertising	$1,500	Lump Sum	As Invoiced	Third Party Suppliers
Construction, Leasehold Improvements[3]	$10,000-$15,000	As Agreed	As Invoiced, Before Opening	Third Party Contractors
Architect Plans, Equipment, Furnishings, Fixtures, Supplies, POS System, Computer Setup and Networking, and Signs[4]	$20,000-$30,000	Lump Sums	As invoice	Third Party Suppliers
Licenses, Prepaid	$1,500 - $3,000	As Agreed	Before Opening	Governmental

Insurance, and Professional Services[5]				Entities and/or Existing License Holders; Service Providers
Training Expenses[6]	$500 – $2,000	As Incurred	As Incurred	Transportation, Hotels, Restaurants
Cash Inventory[7]	$50,000 – $75,000	As Needed	Before Opening	Not Applicable
Additional Funds (6 months) [8]	$5,000 - $10,000	As Needed	During First Six Months of Operation	Vendors, Landlord, Employees
TOTAL[9]	**$98,500– $149,500**			

Notes

Note 1. The Initial Franchise Fee for a United Kiosk Center is $10,000.00, due upon signing the Franchise Agreement and Kiosk Addendum. The Initial Franchise Fee is nonrefundable except in circumstances where the franchisee, after 18 months from signing the Franchise Agreement, and after exercising best efforts, has failed to obtain a bank which will transact all of the business for operation of the United Kiosk Center.

Note 2. The typical United Kiosk Center occupies between 60 and 120 square feet, and is usually located in convenience stores, service stations, supermarkets, pharmacies, and wine and liquor stores. A lease deposit may be required if you rent space for the Kiosk Center from another business that you do not own. The cost of the security deposit may vary on market conditions in your area.

Note 3. These figures represent the estimated cost to construct a kiosk that conforms to the standards and specifications of a United Kiosk Center, including the build-out and the installation of interior sheetrock partitions and two teller work stations. Your actual cost will vary and depend on market conditions in your area and the condition of your center. Therefore, it could be higher.

Note 4. These figures represent the estimated costs for architect's plans and for purchasing point of sale terminals, a photocopier/ facsimile machine; photo ID systems; computer hardware and software; set-up and networking of the POS system, telephones, a calculator; a video security and alarm system; all required signage; a safe and all the miscellaneous equipment, fixtures, furnishings and supplies for a standard United Kiosk Center.

Note 5. These figures represent the estimated costs of obtaining state and local licenses, prepayment of your first quarter insurance premium, and the cost of the professional services of an accountant and attorney. In some areas, securing a license will require the assistance of an attorney. In other areas, you may be able to complete the licensing process without an attorney. Whether you need an attorney or not, United will provide you with assistance in the licensing process. Please note that in some

states licensing can be time consuming and delay opening of the United Kiosk Center. This could add to your expenses and working capital needs.

Note 6. These figures reflect moderately priced dining and accommodations and automobile mileage expenses for 2 people to attend United's initial training program. Actual costs will vary depending upon your personal needs and arrangements. This estimate does not include the cost of transportation to or from the training site or automobile rental fees. Costs of commercial transportation, if necessary, would be higher and would vary according to distance and mode of travel. See Item 11 for more information about United's initial training program.

Note 7. You must have a minimum of $50,000 in cash for use as inventory. After opening, as the business grows, we estimate that you will require an additional cash inventory of $12,000 to $15,000 for every $1 million of checks cashed beyond the $4 million mark. Some state laws obligate check-cashing businesses to maintain a minimum amount in cash. Before you purchase the franchise, you should investigate the laws of the jurisdiction in which you intend to operate the business.

Note 8. Additional Funds means the working capital you may need to pay fixed costs, such as employee salaries, rent and vendors during your first six months of operation. This estimate does not include a salary for you nor does it not include any of your personal expenses. The actual amount of additional funds you will need may exceed these estimates and will depend on a variety of factors, including your rent, the number of paid employees you hire and their rates of pay, the cost of local telephone and surveillance services, and your receipts during this initial period.

The figures in the charts do not include financing payments. If you finance the purchase of the franchise, you should reserve enough working capital to service your debt for at least a six-month period from the date the Kiosk Center opens for business. A typical loan will provide for a 10 year payout and have an interest rate of approximately 2-3% over the prime interest lending rate. Based upon financing 60% of the Kiosk Center's cost (which is a typical percentage financed by franchisees) at 8% interest, payments for debt service would be in the range of $750 to $1,125 per month. This is only an estimate and there can be no assurance that you will be able to obtain financing, and if so, on what specific terms. You should review the terms of any proposed financing with your accountant or other professional advisor before completing a loan transaction.

Note 9. The figures in the charts anticipate that you will be establishing a new United Kiosk Center. If you elect to purchase the assets of an existing, ongoing check cashing kiosk or business from United or its franchisee, your initial investment may be substantially higher than the figures reflected in the charts. The actual cost of an ongoing business depends upon the value of the business being purchased, including its established revenue stream.

We relied on our experience as the operator of a similar business and the combined experience of our franchisees in compiling these estimates. You should review these figures carefully with a business advisor before making any decision to purchase a

franchise. These are estimates of your start-up costs and expenses to open a United Center and to operate it during the first months. Your costs will depend on many factors, including: your management skill and business experience; local economic conditions; the local market for your services; prevailing wage rates; the extent of competition; and other factors. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. United does not provide financing to you for any items. See, Item 10 to this Disclosure Document. Please review these charts in conjunction with all of the Notes. Please review the estimates carefully with your business advisor before making a decision to buy the franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Pre-Opening Expenditures. United must approve the Center location and proposed lease terms. Once a lease is signed, we will also review with you bids from contractors to handle the construction or leasehold improvements. You can select the contractor, but we have the right to approve the choice. You pay these approved contractors directly, and, although we monitor their work, we do not receive any compensation from them.

To make sure that your Center layout will be viable, you will utilize the services of an approved architect to develop the construction plans. In addition, we have compiled a comprehensive list of the initial equipment, fixtures, furnishings, and supplies you will need to first establish your Center. That list is attached to this Disclosure Document as Exhibit E. You must purchase these items through approved vendors. Our purpose in imposing these initial requirements is to control quality, and we do not make a profit on any of these purchases or acquisitions.

Before opening you must also procure insurance that meets United's then current requirements, which United sets in its sole discretion, and you must maintain the required insurance during the term of the Franchise Agreement. The current insurance minimums are $50,000 for contents and $1,000,000 in comprehensive general liability insurance. Each policy must be written by an insurance company acceptable to United and shall name as additional insured parties United and our officers, directors, agents, attorneys, and employees. You shall deliver to us an original certificate and annual renewal certificates evidencing that all insurance we required in in full force and effect. All policies must provide that they may not be cancelled, terminated, modified or reduced in terms of coverage without 30 days prior written notice to United. If you fail to obtain or maintain the required insurance, we have the option to do so on your behalf and charge you for such coverage, together with a service fee. However, we are not obligated to obtain such coverage on your behalf. Additionally, United must be named as an additional insured party on all insurance policies. You must also procure and maintain any other insurance coverage required by federal, state or local law, or your Center's lease.

At this point your Center will be built, outfitted, and insured: it will be ready to open for business. We estimate that half of your initial investment will be spent fulfilling these initial acquisition requirements. During our most recent fiscal year ended December 31, 2020, we did not derive any revenue from required franchisee purchases. We estimate that the cost of your required purchases from designated or approved sources, or according to our standards and specifications, may range from 20% to 27% of the total cost of establishing your Center and 0% of your costs thereafter.

Ongoing Expenditures. After you open for business, with the exception of advertising and promotional materials, you are not obligated to purchase anything from United. In fact, at present, neither United nor any United affiliate offers items for sale to you. However, the quality of services and products offered at United Centers is of foremost importance to us, and you must follow our acquisition requirements in the ongoing operation of your Center. These include:

a. **Services and Products Offered to the Public**. Where you offer customers services (such as money wires, cash advances, and utility reconnection) or products (such as money orders, debit cards, cellular telephones, and pagers) that either require performance by an outside vendor or provider, or depend for their utility on their quality of manufacture, then you will obtain the services and products only from those vendors or providers we approve. Our criteria for supplier approval will be made available upon request. We may issue standards or specifications directly to you or to the approved supplier. Since you serve as an agent for money transfer and money orders, and may for lottery or other services, then in addition to our standards and specifications, you must comply with those of the applicable third party vendor, provider, agency, or originator relating to those services.

b. **Image and Operational Specifications**. To enhance the Center's image and promote uniformity of operation, United has established standards and specifications for other items used in the operation of the business (such as inventory items not covered above and fixtures and equipment, including computer hardware and software). In most cases, items for which United has issued standards and specifications may be purchased from any vendor who sells the items. In some instances, however, we may require our approval of vendors for items.

c. **Advertising and Printed Materials**. We anticipate providing you with advertising, promotional, and printed materials from time to time, and, in order to defray your share of the cost, we may require that you purchase these either from us or approved vendors. In other cases, they may be obtained from any vendor whose items meet our specifications. If you choose to undertake any advertising in addition to any advertising, promotional, or printed material United provides to you, United must approve this additional advertising.

d. **Computer System**. You must use a Computer System that meets our standards and specifications as well as Required Software that we designate. You must

also maintain the Computer System and the Required Software, as we require, including, but not limited to, purchasing software upgrades. We may require you to subscribe to annual maintenance contracts for Required Software or hardware.

e. **Insurance and Accounting**. You must comply with our then current insurance requirements, as these are contained in the Operations Manual. You also must provide us with regular reports and periodic financial statements in the form we specify.

f. **Banking.** You must transact all of the banking business resulting from operation of your Center with one bank. That bank must be reasonably acceptable to us. You must provide us with the identity of the bank and such other information as we may request. If you change banks, you must give us at least one week's written notice and complete information for the new bank. Upon our request, you agree to provide us with a complete copy of each month's bank statement by the 15th day of the month following the period that is covered by the statement.

g. **Miscellaneous Policies on Acquisition Requirements**. United has the right to add or revise items or categories of items which are subject to use or purchase requirements, modify its specifications, and change approved vendors or suppliers. We provide you with information on these requirements in the Operations Manual. We do not issue standards or specifications to third parties, nor do we have a set procedure for you to obtain approval of a product, service, supplier, or vendor. If we receive such a request from you, we will take it into consideration and provide a written response.

After opening, you need not buy anything from us with the potential exception of a small expenditure for advertising, promotional, or printed materials.

There are no formal purchasing cooperatives in the United system. We do, however, try to negotiate purchase arrangements with vendors and suppliers to obtain more favorable rates for our franchisees than they could achieve on their own.

We have agreements with some of the approved vendors who provide products and services to franchisees, and we receive revenues from them on account of franchisees doing business with them. Presently, Western Union pays us a one-time fee of $500.00 for each new United franchisee who contracts with Western Union Money Transfer. We receive a payment of $.005 for each Money Order Sale our franchisees make through Money Gram International. CheckFree Pay makes us a one-time payment of $250.00 per each new franchisee who contracts with Check FreePay, and a $0.01 rebate for each bill payment transaction conducted by a franchisee through CheckFree Pay. United receives a 0.75% rebate from Swap-A-Gift for each Swap-A-Gift card sold by United franchisees. We do not otherwise receive money from vendors or suppliers, nor do we provide you any material benefit based on the use of designated or approved sources. In 2012, one of our directors, Peter Del Borrello, formed PECA-T, LLC. Mr. Del Borrello owns 50% of PECA-T, LLC with his sons, Thomas Del Borrello and Peter Del

Borrello each owning 25%. The business operates under the name “United We Buy It All” and is engaged in the purchase of gold from retail customers of United franchisees from within United stores and online. The program is an approved supplier of United but United derives no revenue or any material benefit from the program. Other than the gold program, there are no approved suppliers in which any of our officers owns an interest. We do not provide material benefits to franchisees based on their purchase of particular products or benefits.

ITEM 9
FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

FRANCHISEES’S OBLIGATIONS

	Obligation	Section in agreement	Disclosure document item
a.	Site selection and acquisition/lease	3	7, 11
b.	Pre-opening purchases/leases	4	5, 7, 8
c.	Site development and other pre-opening requirements	4	7, 11
d.	Initial and ongoing training	10	11
e.	Opening	4	11
f.	Fees	6	5, 6
g.	Compliance with standards and policies/operating manual	15	8, 11
h.	Trademarks and proprietary information	8	13, 14
i.	Restrictions on products/services	14	8, 16
j.	Warranty and customer service requirements	14	16
k.	Territorial development and sales quotas	3	12
l.	Ongoing product/service purchases	14	8
m.	Maintenance, appearance and remodeling requirements	14	11
n.	Insurance	19	7, 11
o.	Advertising	9	6, 11
p.	Indemnification	21	6
q.	Owner's participation/management/staffing	13	11, 15
r.	Records and reports	7,11	6, 8
s.	Inspection/audits	11	6
t.	Transfer	24	17
u.	Renewal	5	17
v.	Post-termination obligations	26	17
w.	Non-competition covenants	20	17
x.	Dispute resolution	27	17
y.	Personal guaranty obligations of franchisee, shareholders or persons with an interest in franchisee that is an entity and spouses of personal guarantors	23, 29 Exhibit A	15

ITEM 10
FINANCING

We do not offer, directly or indirectly, any arrangements for financing your franchise investment, nor do we receive any payments for your placement of financing with a lender. In addition, we do not guarantee your note, lease, or any of your obligations. We do not guarantee any of your obligations related to financing.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, United is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your Center, United will:

(1) At your option, assist You in selecting a site for the Center. (Franchise Agreement, section 3.A). You must secure real estate, by purchase or lease, for the operation of the Center. We offer assistance in helping you find a site for your Center. You are not required to accept our assistance, but, if you choose to do so, you authorize us to contact real estate agents and obtain from them all information about the potential sites that we consider relevant. If we have not been involved in the site selection process, you will submit for our review a site analysis prepared in accordance with our specifications. In all events, we must approve the location of your Center, and we will notify you of approval or disapproval within 45 days after receiving all the required information and documentation. For a location to be considered acceptable, you must obtain the written agreement of an approved money order company authorizing you to act as agent at the proposed location. You are responsible for the selection of a site, and your active efforts are required in the site search. Neither our assistance nor our review and approval of proposed sites constitutes a responsibility on our part to actually find or select the location of your Center. You must also make your own independent business decision about the potential viability of any particular site, as we do not guarantee the success of any site or represent that it will be profitable. Our approval of a site means that it meets our standards. As part of the site approval process, either you or the landlord must submit a copy of the proposed lease to us. You cannot sign a lease until we have given our consent. We review leases to make sure they contain provisions we require and none we prohibit and to judge their general suitability for a Center, and we may condition our approval of a site on you and your landlord executing a collateral assignment of lease and consent and agreement of landlord in the form we specify. A sample collateral assignment of lease and consent and agreement of landlord is attached as Exhibit B to the Franchise Agreement. Our review is limited to

these purposes and is not designed as a comprehensive analysis. We suggest that you have your own attorney or other professional advisor to review the lease and to fully represent your interests. (Franchise Agreement, section 3.A.)

Once the site for the Center is approved by us, you will receive a Protected Area in which to operate your Center (Franchise Agreement, section 3.B).

You will typically open for business approximately 12 months after signing the Franchise Agreement or paying United any consideration for the franchise, though in some cases it has taken longer. The actual length of time for you to open your Center, however, will depend upon your commitment to site selection activities, the time necessary to locate and acquire a site and obtain any necessary licenses, your availability for training, and the time it takes for you to establish contractual relationships with money order and wire service providers. You must find a mutually acceptable site within two years from the Effective Date of the Franchise Agreement. If you do not, we may terminate the Franchise Agreement, and no monies you have paid to us will be refunded (Franchise Agreement, section 3.A).

We work with the architect and contractors so the construction and leasehold improvements meet our specifications and are complete for your opening. (Franchise Agreement, section 4.A).

If you lease or sublease the Center's Approved Location, you must open the Center for business within 12 months after you sign the lease or sublease and fulfill other conditions described in the Franchise Agreement (Franchise Agreement, section 3.A and section 4.D).

(2) Assist You in outfitting your Center with initial equipment, fixtures, furnishing and supplies (Franchise Agreement, section 4.B). You must obtain through an approved vendor all of your initial equipment, fixtures, furnishing and supplies. We will assist you in obtaining all of these and arranging for the installation of fixtures and equipment and delivery of the other items before you open for business. (See Item 8 and Franchise Agreement, section 4.B.)

(3) Make available to You federal and state regulations which directly impact your ability to operate a Center. (Franchise Agreement, section 17.B).

(4) Provide you with an initial training program at our Headquarters. (Franchise Agreement, section 10).

(5) Provide you with access to the Operations Manual. (Franchise Agreement, section 15).

(6) Provide You with the services of a representative to assist You in opening your Center (Franchise Agreement, section 16.A).

Post-Opening Assistance

During the operation of Your Center, United will:

(1) Provide consultation to You to discuss any operational problems (Franchise Agreement, section 16.B). We maintain a toll-free hotline to expedite your access for direct consultations with our staff.

(2) Loan one copy of the bookkeeping software files to You. (Franchise Agreement, section 12).

(3) Manage the United Promotional Fund. (Franchise Agreement, section 9).

(4) Make available to You all improvements and changes to our services and business methods (Franchise Agreement, section 16.C).

Advertising

a. The United Promotional Fund. United provides advertising materials and services to You through a Promotional Fund. You pay us an annual sum (made in 12 equal monthly payments) for our Promotional Fund. Company and affiliated-owned Centers contribute to the Fund on the same basis as comparable franchisees. We use this Fund at our discretion to formulate, develop, or produce advertising, promotional, and marketing materials and programs, web site development, and/or for joint United/franchisee activities. Most commonly, the Fund will be used to create materials for the United network as a whole, which we will then make available to you, either without charge or at the cost of reproduction. As examples of the types of uses to which Fund monies will be utilized, franchisees have received formats for print ads and packets of promotional materials for display in the Centers (Franchise Agreement, section 9.A).

Our Marketing Department supervises Fund activities, and, while we handle some activities in-house, we retain outside agencies for most Fund projects. We may use up to 15% of the Fund to reimburse ourselves for the costs and overhead of the Fund administration. No Fund monies are used for our franchise sales advertising, though we may include a notation in any advertisement or electronic format indicating that franchises are available. United anticipates that Fund contributions will be expended for their intended purposes during the fiscal year in which the contributions are made. Surpluses, if any, may be expended in the following fiscal year(s). There is no requirement that the Fund be audited; however, at your request, we will provide you with an unaudited accounting of Fund expenditures. You may be allowed to participate in making decisions on Promotional Fund expenditures.

In 2022, Promotional Fund expenditures totaled $39,852; 35% of that amount was spent on general production; 0% of the total amount was spent on media placement; 0% was spent on administration; 5% on office expenses, and 60% was spent on IT Support.

b. Annual Advertising. We require you to spend $1,500 annually to advertise your Center. This amount is annualized for partial years and is in addition to the Grand Opening Advertising requirement. As a single franchisee responsible for your own advertising, you will adhere to specifications we provide for such advertising. These may include, but are not limited to, local marketing programs and cross promotions implemented in your community, the placement of ads, direct mail, distribution of flyers, door-hangers, and other such promotional material. Payments would be made directly to media suppliers, printers, or distribution services for the cost of such advertising. You may be required to provide us with proof of your advertising expenditures in the form we request (Franchise Agreement, section 9.B).

c. Approval of Advertising Materials. You may not use any advertising or promotional plans that we have not approved in writing. To obtain approval, you must submit to us all proposed advertising plans and samples of proposed advertising materials. You are not required to obtain our approval of the prices you intend to charge. We will ordinarily provide you with our written response (approval or disapproval) within thirty (30) business days of receiving your proposed advertising material. If we do not give our approval within thirty (30) business days, your proposed plans or materials will be considered disapproved (Franchise Agreement, section 9.D). You may not participate in any forms of social media using the Proprietary Marks without our advance written consent (Franchise Agreement, section (Franchise Agreement, section 9.D).

d. Website. The term “Website” is defined to mean one or more documents that can be accessed through the Internet. Websites are considered “advertising” under the Franchise Agreement and are subject to (among other things) our review and prior written approval. We do not anticipate granting approval to allow individual franchisees to operate a Website on their own. We may provide (but are not obligated to do so) one or more references or Webpages within our Website (Franchise Agreement, section 12.D).

Computer Requirements

United currently uses three software programs. Two of these, QuickBooks Pro, and Microsoft Office, assist you in bookkeeping. You will be required to obtain updates of these programs from time to time. They are off-the-shelf software and commercially available, so you can buy them from any vendor you wish. The files which we supply you for these programs are proprietary. The third program is a Point of Sale (“POS”) program to enter your daily customer and banking transactions.

United requires its franchisees to choose from two POS vendors both of which provide customer identification assistance and multiple levels of daily transaction accounting. The first vendor is Tellermetrix POS software, which is set up with an in-store server. Tellermetrix is a proprietary software program developed by Tellermetrix Corp, P. O. Box 424, Rockaway, NJ 07866 (telephone: 973-586-2030). If you choose Tellermetrix, you must enter into an annual maintenance contract with it, which presently costs $3,660 per year. United does not receive any compensation from Tellermetrix on account of franchisee purchases. The second vendor is Cashwise POS software which is only offered as a Cloud based model and is exclusively hosted by IT Pros 2000. Cashwise POS is a proprietary software program developed by Softwise, Inc., 1799 N. State St., Orem, Utah, 84057 (telephone: 910-221-8222). If you choose Cashwise, you must enter into a maintenance and licensing contract with IT Pros 2000 to use the software. The cost for service for a two-station set up and for database hosting, licensing, and maintenance presently costs $3,660 per year. United does not receive any compensation from IT Pros 2000 or Softwise on account of franchisee purchases.

We may change requirements for software in the future or add our own proprietary software you must abide by our then current specifications. Requirements for changes, upgrades, updates, and maintenance for computer software and hardware will be reasonable in terms of frequency and cost but in no event shall exceed $2,500 annually (Franchise Agreement, section 12).

To operate the software and perform the POS functions, you must obtain from an approved vendor your initial computer equipment. We have the right to require you to update or upgrade computer hardware and to purchase maintenance contracts to maintain software used in operating your Center. Subsequent purchases of hardware may be made from any third party vendors who carry the items. United does not supply your ongoing computer equipment needs.

Our current hardware and software requirements are as follows:

Hardware Requirements

2 Dell Optiplex 990 Desktop Computer, i7 up to 3.8GHz CPU, 16GB DDR3 Memory, New 512GB Solid State Drive, Wi-Fi Capable, Windows 10 Pro (Renewed) with 21” LCD Display Monitor (approximately $1,400). For the Tellermetrix POS system, you will also need a third Optiplex Desktop Computer and monitor to act as the Server ($700) and two USB drives ($65 each)
2 Magtek Excella STX USB-Ethernet Check Scanner with USB cable and power adaptor (approximately $1,600)

2 Bixolon SRP-350Plus Thermal Receipt Printers with USB Cables (approximately $800)

2 Web Cameras (Approximately $200)

1 Multifunction Black & White Laser Printer with Network Patch Cable (approximately $400)

1 GB Ethernet Router (if needed) (approximately $100)

1 8 Port Ethernet Switch (approximately $50)

1 Netgear Router (approximately $80)

1 Shipping (approximately $100)

Software Requirements

Tellermetrix Initial Software License Fee (approximately $1,000)

ITP Updates, ITP Messenger and ITP Cloud Client Software (included in the IT Pros database hosting and maintenance agreement)

Intuit Quickbooks 2020 Desktop or newer (approximately $200)

Microsoft Office (approximately $250)

Total = Approximately $6,180 to $7,010

United will have independent access to all information and data compiled by your computer, without contractual limitation, and we may, at our discretion and at any time, access information and data as we deem necessary. Franchisee shall comply with all specifications issued by United with respect to the Computer System, the Required Software, and Computer Upgrades.

Operations Manual

At the start of training, we will loan you one copy of our confidential Operations Manual, which consists of 524 pages and contains information concerning our policies, procedures, standards, specifications, and operating methods. We will modify its contents from time to time, though these modifications will not alter your status or rights under the Franchise Agreement. The Operations Manual Table of Contents may be found at Exhibit B. You must keep your copy of the Operations Manual current and up to date and on the business premises at all times (Franchise Agreement, section 15).

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Check Cashing Procedures	8	As needed	Our Headquarters
Customer Service / Human Resources	3	As needed	Our Headquarters
Bookkeeping and General Accounting	5	As needed	Our Headquarters
Bad Check Avoidance	3	As needed	Our Headquarters
Money Orders / Wire Transfers / Products and Services	2	As needed	Our Headquarters
Compliance Training / Marketing	8	As needed	Our Headquarters
POS System	8	As needed	Your Center
Security Procedures	3	As needed	Our Headquarters
Total	40		
Optional Advanced Training			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Recruiting / Hiring / Teller Training	4	As needed	Our Headquarters
Reconciliation / Cash Planning	8	As needed	Our Headquarters
Total	12		

United provides training for you and up to two other people. United's initial training program is conducted on an as-needed basis and consists of two weeks of training. The training takes place at our corporate headquarters, although we reserve the right to conduct some or all of the training at your Center or any other location we may designate for in field training. We may increase or decrease the amount of training at any time or provide initial and/or continuing training electronically rather than in our headquarters or at your Center. You must satisfactorily complete the training program before opening the Center for business. If you have a manager, he or she must complete the training program before assuming managerial responsibilities. United does not charge tuition for any training program. You are responsible for all expenses either you or your personnel incur during training, including accommodations, transportation, dining, and personal expenses.

Training will be provided under the supervision of our Director of Compliance, Steven Caimi, and our Vice President of Operations, Christopher Fox.

Mr. Caimi joined United on March 4, 2019, as United's Director of Compliance. His responsibilities include all aspects of initial and ongoing training United provides to its franchisees, program development, development of United's training and operations manuals, and franchisee support and compliance.

Chris Fox, United's Vice President of Operations also provides training instruction. Mr. Fox is responsible for operations systems and support. He has been with United since its incorporation in 1991 and previously served as the Director of Operations and as an Operations Manager and District Manager for United. From 1983 to 1991, Mr. Fox worked for the principals of United in their various partnership centers as Operations Manager. Mr. Fox served as Director of Training for United from 1991 until 2003.Mr. Fox was Eagle's Vice President of Operations since Eagle's formation and had been involved in training Eagle franchisees since that time. Mr. Fox also provided ongoing support to Eagle franchisees. Mr. Fox also collaborated in the development of the Eagle training program, training manual and Operations Manual.

After opening the Center, we may require you or your employees to attend further training programs if we determine that this is necessary. We also have the right to require any subsequent or additional manager to attend the training program as a condition of employment. Although there is no training fee, you are responsible for all other expenses incurred relating to attending the training program.

ITEM 12
TERRITORY

When you sign the Franchise Agreement, we mutually agree upon a general territory in which you will locate your Center. Your search for sites is limited to that territory. You will be permitted to operate your Center at the Approved Location described in the Franchise Agreement.

If you are granted the right to operate a full service United Check Cashing Center franchise, your Center will be located within a "Protected Area." The Protected Area will typically be a circle with its center at the front door of your Center. The radius of the Protected Area will be: (a) one and one-half (1½) of a mile; or (b) one-quarter of a mile (1/4 mile) if your Center is located in a city with a population of 200,000 or more. If you are granted the right to operate a United Kiosk Center franchise, your Protected Area will be a radius of one-quarter (1/4) of a mile from the front door of the business which houses the United Kiosk Center without regard to population.

Your Protected Area shall exclude: (i) any area that is across a state line, river, navigable waterway, or other natural boundary; and (ii) regional shopping malls, train stations, bus stations, and airports in which your Center is not located.

United will not establish (and will not authorize any other party to establish) a Center in your Protected Area. United may conduct business and transact business with customers and/or companies operating in your Protected Area by means of the internet as well as other electronic media that are known now or developed in the future, toll-free telephone numbers, and any other manner we determine, however, we will not do so from a Center that is physically located in your Protected Area.

Your grant of a franchise does not include: (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or URL incorporating the Proprietary Marks or any variation thereof; or (iii) any right to distribute, market, or implement United's products and services in any channel of distribution not specifically permitted.

The franchise is granted to you, rather than your location, and, as discussed in Item 11, you have up to two years after that grant to find a location. You may not relocate your Center to another location without our prior written approval. If you seek to relocate, the site to which you relocate may not be located within any other franchisee's protected territory, and it will be subject to any restrictions contained in any other franchisee's franchise agreement as well as in leases for other Centers that may impose other restrictions on you. The new proposed location must meet our site selection criteria and be mutually acceptable.

You have no vested right to acquire additional franchises, and United does not have a formal area development program under which you can obtain a large area in which to open numerous franchises. We do consider requests for such territories, but you will need outstanding experience and substantial capital to acquire a large area in this fashion. A number of franchisees do, however, own more than one Center. Should you wish to do so in the future, we will consider your application on a Center-by-Center basis. To obtain an additional franchise, besides meeting our general qualifications, you must be in compliance with your existing agreements with us. Each Center is governed by its own franchise agreement, so if you expand, you must sign a separate, then current form of our agreement for each location. We do not permit sub-franchising.

You are not restricted from soliciting for customers outside of your Protected Area or from accepting business from any party, wherever situated. Continuation of your exclusive rights does not depend on your achievement of a certain sales volume, market penetration, or other contingency. However, you must use best and consistent efforts to develop new customers, increase business, and expand the market for United services and products.

Neither United nor its affiliates have established other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under a different trade name or mark; however, they are not prohibited under the Franchise Agreement from doing so.

We do not grant you any territorial rights or rights of first refusal except as set forth above. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

ITEM 13
TRADEMARKS

All of our Centers do business under names and marks we license, and in the Franchise Agreement you will find provisions governing their use. You must use our names and marks as we direct and in no other manner.

Our Centers do business under the mark "United Check Cashing," except for a few which primarily use the name "United Financial Services Center." We do not anticipate licensing others the right to use "United Financial Services Center" in the future.

United has registered the following marks on the Principal Register of the United States Patent and Trademark Office:

Mark	Date Registered	Registration Number
United Check Cashing (and design)	November 23, 1993	1,806,408
United (block letters)	January 8, 2002	2,526,927

Mark	Date Registered	Registration Number
United Check Cashing (and design)	February 8, 2022	6,638,290

United has filed all required affidavits for these Marks, and the registrations for both Marks have been renewed.

United does not own any state trademark registrations.

United does not know of any superior or prior rights or infringing uses that could materially affect your use of our marks or names.

Relating to our marks, there are:

- No currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, nor the trademark administrator or court in any state;

- No litigation, infringement, opposition, or cancellation proceeding, nor any threatened or pending material litigation;

- No agreement currently in effect that significantly limits our right to use them or license their use to others in any manner material to the franchise.

You must notify us if it comes to your attention that any party not authorized by us is using or claiming the right to use any of our Marks. We will determine what action to take against the alleged infringer. We are not required to take any particular action, but, if we do, we have the right to control the proceedings or litigation, and you agree to cooperate with us. If you are sued for using any of our Marks, we will either assume the defense or pay your reasonable expenses to defend it. We have the right to modify or discontinue the use of any name or mark, and you must make the appropriate changes as we direct. We are not obligated to reimburse you for the costs of any change, although we do not anticipate that you would incur any significant costs. You are not permitted to use the names and marks "United," "United Check Cashing," or "United Financial Services Center" as part of your corporate or legal name (should you incorporate or form another legal entity) or as part of any website domain name (except as we may direct).

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents, pending patent applications, or copyrights that are material to the franchise. United does, however, own copyrights to our Operations Manual and related materials, proprietary software and business materials, knowledge and know-how relating to the methods of operation of the Franchise, and promotions material. All copyrights are common law, and none are filed with the United States Copyright Office. You may use materials under our copyright in the manner we direct so long as you are a franchisee. You have no other rights to them.

There are no current determinations, proceedings, or litigation involving any of United's copyrighted materials, and we do not know of any infringing use that may materially affect you. Should you become aware that any unauthorized third party is using any of these copyrighted materials, you should notify us, and we will determine what, if any, action to take. We may revise, discontinue, or replace any of our copyrighted materials at our discretion, and we may require that you cease using any outdated item or portion of the Operations Manual. You will incur no expenses in using the Operations Manual, but you might need to pay printing or duplication expenses for advertising, marketing, or other business materials.

We will disclose to you certain proprietary information and trade secrets, including our methods of operation and techniques of doing business, which we consider confidential information and only disclose to our franchisees and employees. Disclosure of these would result in substantial injury to us. Neither you nor any of your employees may copy or remove from the Center our Operations Manual or any other item containing any of our confidential information. All of these manuals and items remain our property. You must use our confidential information as we direct, and you may not directly or indirectly divulge it to any unauthorized person. Upon termination or expiration of the Franchise Agreement, you must return the Operations Manual and all other items containing our confidential information and/or bearing United's marks to us, and you may not use any of these materials or our confidential information, directly or indirectly, for any purpose.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must provide franchise services under your direct supervision and control and/or under the direct supervision and control of a full time general manager who has been approved, and not later disapproved, by us. We will not approve a general manager before his or her successful completion of our training program. However, there is no substitute for your oversight of the Center, so if you employ a manager, you are still responsible for providing general supervision and must remain fully conversant with the Center's affairs. Your manager need not have any equity interest in the franchise business. Either you or an approved manager must devote full-time energy and best efforts to the operation of the Center.

United retains the right to prohibit employment of a particular manager if that person has demonstrated a lack of honesty or management ability. A manager must be trained in a manner satisfactory to us before assuming managerial responsibilities, and we may require that a proposed manager complete our training program before doing so.

Certain states may also have additional requirements for Center managers. You must comply with all federal, state, and local laws and regulations. You must secure all necessary permits, certificates, licenses, and consents to operate your Center.

You make your own business arrangements with managers, and United is not involved in setting conditions for employment. We do, however, require that managers sign a confidentiality and non-competition agreement.

All partners in a partnership or limited partnership, shareholders in a corporate franchisee, or members and managers in a limited liability company franchisee are obligated to execute a Guaranty Agreement and an Acknowledgement under which each agrees to personally abide by all of the terms and conditions of the Franchise Agreement and guarantees to United the performance of all obligations under the Franchise Agreement. In addition, your spouse (or, if you are not an individual owner, the principal owners', directors', and officers' spouse(s)) and the spouses of all

guarantors described above must sign a personal guaranty agreeing to be jointly and severally liable for all of franchisee's obligations under the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

In order to establish and maintain the quality and image of United Centers, you must offer all of the services and products we specify. In some cases, we will approve offerings for the United network that will be optional. You will conduct the Franchised Business in accordance with United's standards, specifications, and procedures, and the requirements in the Operations Manual. No unauthorized services or products, nor any vending machines or similar equipment, may be offered or used. All of your business must be conducted from your Center location (unless we agree otherwise), and, with the exception of a business operated pursuant to a Franchise Agreement with a United affiliate, you may not conduct any other business from that location nor in conjunction with the franchise. You are not limited in the customers to whom you may offer United services or products.

Your grant of a franchise does not include the right to: (i) offer any product or service via e-commerce; (ii) establish an independent website or URL using any variation of the Marks; or (iii) distribute, market, or implement United's products and services in any channel of distribution not specifically authorized by us in writing.

There is no contractual limitation on our right to change the goods and services we authorize or require: in fact, we anticipate that there will be modifications from time to time, consistent with changes in the business environment that may affect our industry. Any changes will be in keeping with the United image, and your expense for making changes that are required will be reasonable.

See Item 8 for more information about restrictions.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	5.A	15 years

Provision	Section in Franchise or Other Agreement	Summary
b. Renewal or extension of the term	5.B	If you are in good standing, you may renew the franchise for one additional 15-year term.
c. Requirements for franchisee to renew or extend	5.B	You must: be in compliance with the Franchise Agreement and any other agreements with us or our affiliates and have substantially complied with the terms of the Franchise Agreement and any other agreements with us or our affiliates during the initial and any renewal period of such agreements; be current in monetary obligations; provide us with notice of your intention to renew the franchise at least six (6) months before the expiration of the initial term; have the right to remain in possession of the Center premises; upgrade the premises and any hardware and software to our then current standards, pay a $10,000.00 renewal fee; go through any initial/refresher training we may require; and execute United's then current form of Franchise Agreement, which may contain materially different terms and conditions from the original contract.
d. Termination by franchisee	Not Applicable	None.
e. Termination by franchisor without cause	Not Applicable	None.
f. Termination by franchisor with cause	25.B & 25.C	We can terminate only if you violate the Franchise Agreement.
g. "Cause" defined – curable defaults	25.B	You have seven (7) days to cure for non-payment of monies owed to us, for failure to cease offering unauthorized services, or failure to perform and other obligations to us, except as listed in "h" below.

Provision	Section in Franchise or Other Agreement	Summary
h. “Cause” defined – non-curable defaults	25.C	We can terminate the Franchise Agreement without a notice to cure if: you are insolvent; are dishonest with us or your customers, or misrepresent any material information to us; intentionally underreport or misstate earnings; attempt to sell or transfer the franchise without our approval; abandon your Center; attempt to do business at your Center location under another name or violate our non-compete provisions; commit a fraud in connection with the franchised business; repeatedly violate the Franchise Agreement; misuse the proprietary marks; abandon the business; attempt to terminate the Franchise Agreement orally or in writing; or if you become insolvent; make a general assignment for the benefit of creditors; file a petition for bankruptcy; if a levy or writ of attachment or execution of any other lien is placed against you; if you or the Center’s assets go into custodianship or receivership at the order of any court of competent jurisdiction; if you are dissolved; if your real or personal property is sold after levy by a sheriff. There are some other causes as well, so please be sure that you understand them. The provision in the Franchise Agreement which allows United to terminate based on a franchisee’s bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et seq.). If you own more than 25% of another United franchise or franchisee or a United-affiliate franchise or franchisee and breach this agreement, you will be in breach of any other Franchise Agreements you have with us.
i. Franchisee’s obligations on termination/non-renewal	26	Payment of monies owed, loss of right to use name and marks, cancellation or transfer of all registrations and listings, de-identification to the public, destroy or return materials, enforcement of covenant not to compete (where permitted by law), potential

Provision	Section in Franchise or Other Agreement	Summary
		loss of location and lease.
j. Assignment of contract by franchisor	24.A	There are no restrictions on our right to assign.
k. "Transfer" by franchisee -- defined	24.B	Includes transfer or sale of the Franchise Agreement, your business assets, an ownership change (even a partial one), and the pledge or mortgage of any rights under the franchise as security for any obligation.
l. Franchisor approval of transfer by franchisee	24.B	You may not without our prior written consent directly or indirectly transfer, subcontract, pledge, or otherwise encumber, sell, give, or gift any interest in the Franchise Agreement or the assets of your Center. If you are a corporation or limited liability company, you may not issue any voting securities or convertible securities. If you are a partnership, limited liability partnership, or other entity, your owners shall not admit additional owners or remove owners without our prior written consent.
m. Conditions for franchisor approval of transfer	24.C	The transaction meets our fairness standards; the purchaser/assignee qualifies, signs our then current franchise agreement, pays the initial franchise fee (if required), and agrees to attend our training program; all monies you owe us are paid, including, if we have located the buyer, an 8% finding agent's commission, and you sign a general release. You pay United a $10,000 transfer fee, unless waived. There are some other conditions, so please review them.
n. Franchisor's right of first refusal to acquire franchisee's business	24.F	We have the right to purchase your business on the same terms and conditions as qualified purchaser, except that we shall not be required to furnish the same consideration.
o. Franchisor's option to purchase franchisee's business	24.F	We shall have the irrevocable first right and option to purchase your business on the same terms and conditions as any bona fide purchaser.
p. Death or disability of franchisee	24.E & D	If you become disabled or incapacitated, your executor, heir, or legal representative may obtain approval to continue as the franchisee. If you die, your heirs must either sell the business within four (4)

Provision	Section in Franchise or Other Agreement	Summary
		months to a qualified purchaser or continue the business in operation as assignees. There are no assignment fees under these circumstances. Other conditions also apply, so review the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	20.A	You may not be involved in any competing business.
r. Non-competition covenants after the franchise is terminated or expires	20.B	For a period of two (2) years after expiration or termination of the Franchise Agreement, you may not have any involvement or interest in any business offering check cashing services or other services or products offered by United Centers, either at your location, within your area, a 15-mile radius surrounding its perimeter, or within a 15-mile radius of any United Center.
s. Modification of the agreement	28.C	No modifications to the Franchise Agreement without written mutual consent, but manuals, policies, and procedures are subject to change.
t. Integration/merger clause	28.C	The Franchise Agreement is the entire agreement between the parties concerning the franchise. Nothing in the Franchise Agreement is intended to disclaim United's representations made in the Franchise Disclosure Document. Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	27.A & B	You must first bring any claim or dispute between you and United to United's President, Chief Executive Officer, Chief Operating Officer and/or General Counsel. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. At our option, all disputes and claims relating to the Franchise Agreement must be first submitted to mediation before the American Arbitration Association in Voorhees, New Jersey.
v. Choice of forum	27.E	With respect to disputes not subject to mediation, the parties agree to the

Provision	Section in Franchise or Other Agreement	Summary
		jurisdiction and venue of any court with jurisdiction in the county or district in which United has its principal place of business at the time of filing.
w. Choice of law	27.D	New Jersey law applies except the New Jersey Franchise Practices Act does not apply to Franchised Businesses or Centers located outside New Jersey.

ITEM 18
PUBLIC FIGURES

United does not currently use any public figure to promote its franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item sets forth certain historical financial performance data about United's system's existing outlets as provided by our franchisees. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

ACTUAL VOLUMES OF CHECKS CASHED FOR FRANCHISED CENTERS IN OPERATION FOR AT LEAST 24 MONTHS
JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

FIRST QUARTILE	SECOND QUARTILE	THIRD QUARTILE	FOURTH QUARTILE
$85,766,430	$14,839,910	$9,298,155	$6,255,140
$63,830,785	$14,457,380	$8,735,695	$6,022,140
$37,588,115	$13,034,938	$7,982,060	$5,526,815
$33,998,060	$12,507,700	$7,952,235	$4,807,480
$27,439,880	$12,183,335	$7,698,195	$4,668,313
$27,254,735	$12,164,650	$7,556,125	$4,626,079
$20,451,920	$12,062,675	$7,493,195	$4,458,828
$20,212,690	$11,858,920	$7,345,845	$4,310,515
$19,049,235	$11,575,545	$7,321,745	$4,147,720
$18,267,105	$10,443,960	$7,259,545	$3,978,420
$17,673,470	$10,321,197	$7,145,665	$3,599,635
$17,263,660	$9,683,365	$7,091,195	$3,457,725
$16,628,500	$9,502,785	$6,682,075	$1,973,975
$15,643,410	$9,337,810	$6,338,240	

TOTAL 55 CENTERS

The financial performance representation in Item 19 presents the actual volume of checks cashed for all of the Franchised Centers in the same system as those being offered for sale that were in operation for at least 24 months and for the full 12 months of 2022, separated into quartiles. There were no Centers which had been opened and operating for less than the two year period described above. This information is based on franchised Centers only. Nine franchised Centers are not included in this representation. Four of the nine Centers are owned by certain family members of United executives, and they do not pay us Royalties. Two of the nine Centers are owned by franchisees who have paid Royalties in a lump sum. One of the nine Centers converted to the United brand and is only required to pay Royalties if its Gross Receipts exceed those on the date of the conversion, which as of the date of this disclosure document, has not occurred. Two of the nine Centers have not reported their Gross Receipts and

could not be included in this Item 19. There are no company-owned Centers in the United system.

The First Quartile presents the top 25% of Franchised Centers in terms of checks cashed and the Fourth Quartile presents the bottom 25% of Franchised Centers in terms of checks cashed, with the Second and Third Quartiles in between, respectively.

All figures are based upon information provided to us by our franchisees, and we have written substantiation of this information in our possession. We have not audited this information or independently verified this information. The information is for the period January 1, 2022, through December 31, 2022. The information presented does not form a complete basis for the royalty revenues earned by United because it does not include Actual Volumes or gross receipts from the sale of electronic deposit services, utility payment services, and revenues from the sale of phone cards and debit cards by System franchisees. Therefore, we recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state, and local income taxes and any other applicable taxes that you may incur in operating a Franchised Center.

Some Centers have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Center, however, we may provide you with the actual records of that Center. If you receive any other financial performance representation or projections of your future income, you should report it to the Franchisor's management by contacting John J. Leonard, United Financial Services Group, Inc., Laurel Oak Corporate Center, 1010 Haddonfield – Berlin Road, Suite 302, Voorhees, New Jersey 08043 (telephone (800) 626-0787), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION*

Table No. 1

System wide Outlet Summary
For years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	81	75	-6
	2021	75	71	-4

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2022	71	64	-7
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	81	75	-6
	2021	75	71	-4
	2022	71	64	-7

*All tables in this Item 20 reflect units as of December 31, 2022
**This Table includes Kiosk Centers. As of December 31, 2022, there is one (1) United Kiosk Center franchise located in the state of Florida.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For years 2020 to 2022

State	Year	Number of Transfers
Pennsylvania	2020	1
	2021	2
	2022	0
New Jersey	2020	1
	2021	0
	2022	1
Florida	2020	1
	2021	0
	2022	0
Total	2020	3
	2021	2
	2022	1

Table No. 3

Status of Franchised Outlets
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at end of year
CT	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	1	7
	2022	7	0	0	0	0	1	6
DE	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	1	6
	2022	6	0	0	0	0	1	6
FL	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
CO	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
MD	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NJ	2020	30	0	0	0	0	1	29
	2021	29	0	0	0	0	2	27
	2022	27	0	0	0	0	3	24
NY	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
PA	2020	29	0	0	0	0	4	25
	2021	25	0	0	0	0	0	25
	2022	25	0	0	0	0	3	22
TX	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Totals	2020	81	0	0	0	0	6	75
	2021	75	0	0	0	0	4	71
	2022	71	0	0	0	0	7	64

Table No. 4

Status of Company-Owned Outlets
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5

Projected Openings As Of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year (Date Opened; Projected Opening Date)	Projected New Company-Owned Outlet In the Next Fiscal Year
Totals	**0**	**0**	**0**

Exhibit A to this Disclosure Document contains the name, address, city, state and business telephone number of existing outlets as of December 31, 2022. The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under its Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document is also listed on Exhibit A to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

United has entered into confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with United. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific organizations formed by our franchisees that are associated with the United Check Cashing System.

ITEM 21
FINANCIAL STATEMENTS

Exhibit G of this Disclosure Document contains audited financial statements for the years ending December 31, 2022, 2021, and 2020.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Franchise Agreement – Exhibit H
Termination of Franchise Agreement and Release – Exhibit J

ITEM 23
RECEIPT

The last two (2) pages of this disclosure document are duplicate copies of an acknowledgement Receipt. You must sign and date both copies of the Receipt. Please keep one copy for your records and return the other signed and dated copy to us. We will not accept your application unless we receive this Receipt from you.

EXHIBIT A

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

LIST OF OUTLETS AS OF DECEMBER 31, 2022;
LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT HAVE NOT YET OPENED AN OUTLET AS OF DECEMBER 31, 2022; AND
LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2022

LIST OF OUTLETS AS OF DECEMBER 31, 2022

Name	Corp Name	Status	Address	City	Stat	Zip		Phone
Lomelino	Quick Silver Capital Inc.	Open	3275 E. Platte Ave - Unit H	Colorado Springs	CO	80909	Store	(303) 653-8133
Boccardo	Berik Enterprises, LLC	Open	709 Campbell Ave.	West Haven	CT	06516	Store	(203) 931-0814
Diaz	Daysie, LLC	Open	3851 Main Street	Bridgeport	CT	06606	Store	(203) 371-4683
Khan	Jaz Check Cashing LLC	Open	1101 Huntingdon Avenue	Waterbury	CT	06704	Store	(203) 757-2500
Kumar	McNee LLC	Open	161 Boston Avenue	Bridgeport	CT	06610	Store	(203) 333-1776
Kumar	McNee LLC	Open	454 Franklin Ave	Hartford	CT	06114	Store	(860) 296-8200
Kumar	McNee LLC	Open	New London Shopping Center	New London	CT	06320	Store	(860) 447-3822
Mody	BPPN LLC	Open	707c So Union Street	Wilmington	DE	19805	Store	(302) 777-4606
Parsons	Bhp Industries, Inc	Open	155 N. Dupont Highway, Unit	Dover	DE	19901	Store	(302) 677-0070
Parsons	Bhp Industries, Inc	Open	726 So Salisbury Blvd.	Salisbury	MD	21801	Store	(302) 839-0377
Casper	Franchise Network Del Ray	Open	3300 N State Road 7	Lauderdale Lakes	FL	33319	Store	(954) 739-4400
Ambrosino	The Marrs Group, LLC	Open	518 N. Delsea Drive	Glassboro	NJ	08028	Store	(856) 863-1155
Ambrosino	Poppa Milk	Open	102 New Broadway	Brooklawn	NJ	08030	Store	(856) 456-6160
Amin	NVA Investment Group, LL	Open	1105 Sunset Road	Burlington	NJ	08016	Store	(609) 239-9101
Bivona	S&S Check Cashing Inc.	Open	1715 Route 88	Brick	NJ	08724	Store	(732) 458-1800
Blake	Blake Corporation	Open	430 Madison Avenue	Paterson	NJ	07524	Store	(973) 278-3443
Blake	City Financial, Inc.	Open	239 Bloomfield Ave	Bloomfield	NJ	07003	Store	(973) 743-3566
Engineer	Aeng Financial LLC	Open	266 Talmadge Road	Edison	NJ	08817	Store	(732) 287-7950
Harty	Hasbrouck Heights Financi	Open	442 Boulevard	Hasbrouck Heights	NJ	07604	Store	(201) 462-9620
Harty	Fair Lawn Financial Service	Open	24-00 Broadway	Fairlawn	NJ	07410	Store	(201) 703-9002
Harty	Roselle Financial Services	Open	555 East First Street	Roselle	NJ	07203	Store	(908) 245-3238
Harty	Harty Financial Services, LI	Open	179 Route 46 West	Rockaway	NJ	07866	Store	(973) 627-4100
Harty	Garfiled Financial Services,	Open	81 River Road	Garfield	NJ	07026	Store	(973) 473-8989
Harty	Hazlet Financial Services, I	Open	1332 Highway #36	Hazlet	NJ	07730	Store	(973) 473-8989
Harty	Bethlehem Financial Servic	Open	1814 Stefko Blvd.	Bethlehem	PA	18017	Store	(610) 807-0144
Lesczynski	Alassa Enterprises Inc	Open	7 Ridge Road	North Arlington	NJ	07031	Store	(201) 955-1900
Sparano	Finanza Financail Services	Open	1390 Blackwood-Clementon F	Clementon	NJ	08021	Store	(609) 856-0882
Murch	Upsilon Financial Group	Open	175 Broad Avenue	Fairview	NJ	07022	Store	(201) 313-3080
Reed	Cambridge Clarendon Fina	Open	6 Market Street	Clifton	NJ	07012	Store	(973) 614-0969
Patel	Jay Gayatri Maa LLC	Open	29 E. Broad Street	Paulsboro	NJ	08066	Store	(856) 423-6612
Singh	Kirat Services LLC	Open	71 S. Whitehorse Pike	Stratford	NJ	08084	Store	(856) 309-1211
Skala	Ross Court Enterprises Inc	Open	93 Plaza Centre	Secaucus	NJ	07094	Store	(201) 223-0006
Del Borrello	Del Borrello Check Cashing	Open	140 Route 73 North	W. Berlin	NJ	08091	Store	(215) 468-4200

Tahir	Denali Enterprises, Inc	Open	1803 Lincoln Hwy 27 South	Edison	NJ	08817	Store	(732) 819-0123
Yitzhak	Blsom LLC	Open	1469 Nottingham Way	Hamilton	NJ	08609	Store	(609) 631-0940
Ahmed	Cash N' Go LLC	Open	600-17 Portion Road	Ronkonkoma	NY	11779	Store	(631) 738-7070
Ahmed	Cash N' Go LLC	Open	710 Middle Country Road	Seldon	NY	11784	Store	(631) 736-5400
Del Borrello	JMD Financial Services, Inc	Open	2654 S 2nd Street	Philadelphia	PA	19148	Store	(215) 389-5448
Del Borrello	Del Borrello Check Cashing	Open	1123 So. Broad Street	Philadelphia	PA	19147	Store	(215) 468-4200
Del Borrello	Del Borrello Investments DI	Open	Tri State Mall #37a	Claymont	DE	19703	Store	(302) 792-2545
Guest	Guest Financial Services	Open	1137 West Chester Pike	West Chester	PA	19382	Store	(610) 696-5385
Harris	Delana Enterprises, LLC	Open	34 Gateway Shopping Center	Edwardsville	PA	18704	Store	(570) 718-4721
Heim	Heims Financial Services	Open	2360 E. Allegheny Ave.	Philadelphia	PA	19134	Store	(215) 739-1530
Hyers	Benbeth Inc.	Open	741 Oak Street	Scranton	PA	18508	Store	(570) 344-5605
Keltz	I'm Back In Black, Inc.	Open	1157 West Chester Pike	Havertown	PA	19083	Store	(610) 789-6770
Sparano	Finanza Financail Services	Open	380 Jacksonville Road	Warminster	PA	18974	Store	(215) 444-9531
Martin, P	PJ Martin, Inc.	Open	760 Sans Souci Parkway	Wilkes Barre	PA	18702	Store	(570) 820-7881
Martin, P	PJ Martin, Inc.	Open	192 Wilkes Barre Township B	Wilkes Barre	PA	18702	Store	(570) 970-9182
Martin, S	P.S.M., Inc	Open	451 Hepburn St.	Williamsport	PA	17701	Store	(570) 651-9494
Saraullo	L & F Financial Service Inc.	Open	200 Fayette Street	Conshohocken	PA	19428	Store	(610) 832-1510
Shultz	Caspian Financial Group LI	Open	3200-c Paxton Street	Harrisburg	PA	17111	Store	(717) 564-3383
Siciliano	Siciliano Financial Services	Open	628 So. Broad Street	Philadelphia	PA	19146	Store	(215) 735-5154
Siciliano	Delilla And Siciliano Financ	Open	801 Snyder Avenue	Philadelphia	PA	19148	Store	(215) 755-5922
Strafella	B & F Check Cashing	Open	682 No. Broad Street	Philadelphia	PA	19130	Store	(215) 765-6460
Vaidya	Krupa Financial, LLC	Open	1105-1107 Union Blvd	Allentown	PA	18109	Store	(610) 434-5380
Yarmark	MMC Group, LLC	Open	1250 Bethlehem Pike	Hatfield	PA	19440	Store	(215) 712-9090
Young	Tucker & Quinn LLC	Open	215 W Main Street	Norristown	PA	19401	Store	(610) 272-2877
Patel	Mp3 Management LLC	Open	1872 Delmar Drive	Folcroft	PA	19032	Store	(610)-534-9661
Patel	Mp3 Management LLC	Open	104 Penn Mart Center	New Castle	DE	19720	Store	(302) 322-0633
Patel	Mp3 Management LLC	Open	2 N. Morton Avenue	Morton	PA	19070	Store	(610) 543-6470
Patel	Mp3 Management LLC	Open	287 Christiana Road	New Castle	DE	19720	Store	(302) 328-4800
Patel	Mp3 Management LLC	Open	45 Marrows Road	Newark	DE	19713	Store	(302) 328-4800
Rodriguez	Latin Enterprises, LLC	Open	212 Ocean Ave	Jersey City	NJ	07305	Store	(201) 360-3125

LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS BUT HAVE NOT YET OPENED AN OUTLET AS OF DECEMBER 31, 2022

None.

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2022

Rouse	Qualtruistic Enterprises, Inc	Closed	6 White Street Plaza	Danbury	CT	06810	Store	(203) 798-0867
Green	Tacfs, Inc.	Closed	2111 N. 2nd Street	Millville	NJ	08332	Store	(856) 765-0500
Lesczynski	Alassa Enterprises Inc	Closed	79 Union Boulevard	Totowa	NJ	07512	Store	(973) 720-0900
Szecker	EZ Financial Services	Closed	6100 Black Horse Pike	Egg Harbor Twp	NJ	08234	Store	(609) 677-5533
Vaidya	Krupa Financial, LLC	Closed	1226 West Liberty Street	Allentown	PA	18102	Store	(610) 433-4331
Vaidya	Krupa Financial, LLC	Closed	359 West Susquehanna Avenue	Allentown	PA	18103	Store	(610) 433-4331
Vaidya/Singh	Brazenn Enterprises, Inc	Closed	1722 Butler Street	Easton	PA	18042	Store	(484) 546-0330

EXHIBIT B

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF OPERATIONS MANUAL

Table of Contents

A. Introduction

- **Sec A-1** - UFSG Mission Statement (1 page)
- **Sec A-2** - History of Industry (3 pages)
- **Sec A-3** - History of UFSG (1 page)

B. Corporate Structure

- **Sec B** - Bios & Job Descriptions (8 pages)

C. Directories

- **Sec C-1** -Office Directory (1 page)
- **Sec C-2** -Vendors Directory (1 page)
- **Sec C-3** - Store Directory (10 pages)

D. Standards

- **Sec D-1** - Operational Standards (13 pages)

E. Regulations

- **Sec E-1** - State Check Cashing Regulations (5 pages)
- **Sec E-2** - U.S. Patriot Act Compliance Memo (4 pages)
- **Sec E-3** - Blank Government Forms (25 pages)
- **Sec E-4** - Bank Secrecy Act/Anti Money Laundering Compliance Program (5 pages)

F. Check Cashing Procedures

- **Sec F-1** - What is a Check (4 pages)
- **Sec F-2** - Types of Checks (15 pages)
- **Sec F-3** - Check Screening and Evaluation (9 pages)
- **Sec F-4** - Check Verification / Customer Verification (5 pages)
- **Sec F-5** - Questionable Checks & Identification (4 pages)
- **Sec F-6 –** Turndowns (1 page)
- **Sec F-7** - Review Questions (6 pages)

G. Check Collection

- **Sec G-1 -** Types of Returned Checks (5 pages)
- **Sec G-2 -** Check Collection Calls and Letters (5 pages)
- **Sec G-3 -** Copies of Approved Letters (6 pages)
- **Sec G-4 -** Small Claims Court (2 pages)
- **Sec G-5 -** Memorandum of Laws / Holder in Due Course (3 pages)
- **Sec G-**6 – Criminal Court (1 page)

H. Products & Services

- **Sec H-1 -** Money Orders (7 pages)
- **Sec H-2 -** Money Transfers (2 pages)
- **Sec H-3 -** Optional Products and Services (3 pages)

I. POS / Cashwise

- **Sec I-1 -** Getting Started (13 pages)
- **Sec I-2 -** Safes & Drawers (29 pages)
- **Sec I-3 -** Check Cashing (49 pages)
- **Sec I-4 -** Cash Sales (26 pages)
- **Sec I-5 –** Balancing (8 pages)
- **Sec I-6 -** End of Day Procedures (7 pages)
- **Sec I-7 -** Check Collector (6 pages)
- **Sec I-**8 – Administration (17 pages)

J. Accounting

- **Sec J -** Teller / Quick-Books (31 pages)

K. Security

- **Sec K-1 -** Intro – Theft (3 pages)
- **Sec K-2 -** Opening & Closing Procedures (4 pages)
- **Sec K-3 -** Safe Management (1 page)
- **Sec K-4 -** Guardian Alarm System (2 pages)
- **Sec K-5 -** Video Tapes (1 page)

L. Marketing **(41 pages)**

- What is Marketing (2 pages)
- Value of a Brand (1 page)
- Franchising Advantage (1 page)
- United Marketing Policies & Brand Standards (1 page)
- Opening a New Center (3 pages)

- Marketing an Existing Center (16 pages)
- Local Area Marketing (1 page)
- Advertising (5 pages)
- Promotions (3 pages)
- New Customer Promotions (4 pages)
- Forms (4 pages)

M. Human Resources

- **Sec M-1 -** EEO Statement & Fair Labor Standards Act (26 pages)
- **Sec M-2 -** Hiring Process (19 pages)
  - Who and When to Hire
  - Recruiting
  - Interview & Selection
- **Sec M-3 -** Employment Law Guide / State & Federal Information Contacts (1 page)

N. Employee Training

- **Sec N-1 -** Job Descriptions (5 pages)
- **Sec N-2 -** Employment Application and Forms I-9 & W4 (4 pages)
- **Sec N-3 -** New Hire Orientation & Training Checklists (6 pages)

O. Franchisee Support System

- **Sec O-1 –** Intranet (11 pages)
- **Sec O-2 -** Support Desk (1 page)
- **Sec O-3 -** Field Reps (3 page)

P. Suppliers **(2 pages)**

Q. Multi Unit Management (10 pages)

R. Glossary of Terms (7 pages)

EXHIBIT C

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

U.S. DEPARTMENT OF TREASURY FORMS

FinCEN Form 107

March 2011
Previous editions will not be accepted after December 31, 2010.

Registration of Money Services Business

Please type or print. Always complete entire report.
See instructions for items marked with an asterisk (*).

OMB No.1506-0013

Complete and send to: Enterprise Computing Center-Detroit, Attn: Money Services Business Registration, P. O. Box 33116, Detroit, MI 48232-0116

Part I Filing Information

1 Indicate the type of filing by checking a, b, or d below (Check only one). If filing a correction, check "c" **and** either a, b, or d.

a ☐ Initial registration b ☐ Renewal c ☐ Correcting a prior filing d ☐ Re-registration

2 If you checked item 1 d please indicate the reason(s). Check all that apply.

a ☐ Re-registered under state law b ☐ More than 10 percent transfer of equity interest c ☐ More than 50 percent increase in agents

Part II Registrant Information

*3 Legal name of the money services business

4 Doing business as

*5 Address	*6 City	*7 State	8 ZIP Code

*9 EIN (entity), SSN/ITIN (individual)	10 Telephone number (include area code)	11 E-mail address (If available)
	( ) —	

Part III Owner or Controlling Person

12 Individual's last name, or organization's name	13 First name	14 Middle initial

15 Address

16 City	17 State	18 ZIP Code/Postal Code	19 Country (if other than US)
		—	

20 Telephone number - (include area code)	21 Date of birth	22 SSN/ITIN (individual), EIN (entity)
( ) —	_____ / _____ / _____ MM DD YYYY	

23 Skip this item if you completed item 22.

If the owner or controlling person is an individual enter their form of identification, the ID number, and the issuing state or country.

a ☐ Driver's license/state ID b ☐ Passport c ☐ Alien registration z ☐ Other _____

e ID number _____ f Issuing state or country _____

Part IV Money Services and Product Information

24 States and/or territories where the registrant, its agents or branches are located. Check box a, b, or c as appropriate (Check only one) and **do not** check individual state/territory boxes. If box a, b, or c **does not apply,** check as many state/territory boxes as necessary.

a ☐ All States & Territories b ☐ All States c ☐ All Territories

☐ Alabama (AL)	☐ Georgia (GA)	☐ Maryland (MD)	☐ New York (NY)	☐ South Dakota (SD)
☐ Alaska (AK)	☐ Guam (GU)	☐ Massachusetts (MA)	☐ North Carolina (NC)	☐ Tennessee (TN)
☐ American Somoa (AS)	☐ Hawaii (HI)	☐ Michigan (MI)	☐ North Dakota (ND)	☐ Texas (TX)
☐ Arizona (AZ)	☐ Idaho (ID)	☐ Minnesota (MN)	☐ N. Mariana Isls. (MP)	☐ Utah (UT)
☐ Arkansas (AR)	☐ Illinois (IL)	☐ Mississippi (MS)	☐ Ohio (OH)	☐ Vermont (VT)
☐ California (CA)	☐ Indiana (IN)	☐ Missouri (MO)	☐ Oklahoma (OK)	☐ Virgin Islands (VI)
☐ Colorado (CO)	☐ Iowa (IA)	☐ Montana (MT)	☐ Oregon (OR)	☐ Virginia (VA)
☐ Connecticut (CT)	☐ Kansas (KS)	☐ Nebraska (NE)	☐ Palau (PW)	☐ Washington (WA)
☐ Delaware (DE)	☐ Kentucky (KY)	☐ Nevada (NV)	☐ Pennsylvania (PA)	☐ West Virginia (WV
☐ District of Columbia (DC)	☐ Louisiana (LA)	☐ New Hampshire (NH)	☐ Puerto Rico (PR)	☐ Wisconsin (WI)
☐ FS of Micronesia (FM)	☐ Maine (ME)	☐ New Jersey (NJ)	☐ Rhode Island (RI)	☐ Wyoming (WY)
☐ Florida (FL)	☐ Marshall Islands (MH)	☐ New Mexico (NM)	☐ South Carolina (SC)	

Part IV (continued)

25 Enter the number of branches of the registrant. **Reminder: do not separately register each branch.** See instructions for an explanation of the term "branch".

26 Money services business activities of the registrant. Check as many as apply. See instructions for an explanation of the terms " issuer", "seller", "redeemer", "check casher", and "money transmitter".

- a ☐ Issuer of traveler's checks
- b ☐ Seller of traveler's checks
- c ☐ Redeemer of traveler's checks
- d ☐ Issuer of money orders
- e ☐ Seller of money orders
- f ☐ Redeemer of money orders
- g ☐ Currency dealer or exchanger
- h ☐ Check casher
- i ☐ Money transmitter

27 Is any part of the registrant's money services business an informal value transfer system? See the explanation of "money transmitter" in the instructions. a ☐ Yes b ☐ No

28 Is any part of the registrant's money services business conducted as a mobile operation? a ☐ Yes b ☐ No

29 Enter the number of agents authorized to conduct each money services business activity. Do not include branches, or persons who are solely employees. See instructions for an explanation of the term "agent".

- a Traveler's check sales
- b Traveler's check redemption
- c Money order sales
- d Money order redemption
- e Currency exchange or dealer
- f Check cashing
- g Money transmission

Part V Primary Transaction Account for MSB Activities

30 If the registrant has more than one transaction account for money services business activities check here. ☐
See instructions for an explanation of the term "transaction account".
The registrant's primary transaction account is the one that has the greatest annual dollar amount of money services business activity.
In items 31 through 36 enter information about the registrant's primary transaction account for money services business activities.

31 Name of financial institution where the primary transaction account is held

32 Address

33 City

34 State

35 ZIP Code

36 Primary transaction account number

Part VI Location of Supporting Documentation

If the supporting documentation is kept at the U.S. location reported in Part II check here ☐ and continue to Part VII.

37 Address

38 City

39 State

40 ZIP Code

Part VII Authorized Signature

I am authorized to file this form on behalf of the money services business listed in Part II. I declare that the information provided is true, correct and complete. I understand that the money services business listed in Part II is subject to the Bank Secrecy Act and its implementing regulations. See 31 CFR Part Chapter X. The money services business listed in Part II maintains a current list of all agents, an estimate of its business volume in the coming year, and all other information required to comply with 31 U.S.C. 5330 and the regulations thereunder. **The signature of the owner , controlling person or authorized corporate officer is mandatory .**

41 Signature

42 Print name

43 Title

44 Date of signature

_____ / _____ / _____
MM DD YYYY

FinCEN Form 107a Registration of Money Services Business Instructions

General Information

Who Must Register

Generally each money services business must register with the Department of the Treasury. This form must be used by a money services business (also referred to as an MSB) to register. However, not all MSBs are required to register. For example, if you are an MSB solely because you are an agent of another MSB, you are not required to register. The discussion below will help you determine whether or not you are an MSB that is required to register. For more information visit **www.msb.gov**.

The term money services business includes:
1. Currency dealers or exchangers who exchange more than $1,000 for any one customer on any day.

2. Check cashers who cash checks totaling more than $1,000 for any one customer on any day.

3. Issuers of traveler's checks, money orders or stored value who issue more than $1,000 in traveler's checks, money orders or stored value for any one customer on any day.

4. Sellers of traveler's checks, money orders or stored value who sell more than $1,000 in traveler's checks, money orders or stored value for any one customer on any day.

5. Redeemers of traveler's checks, money orders or stored value who redeem more than $1,000 in traveler's checks, money orders or stored value for any one customer on any day.

6. Money transmitters.

7. U.S. Postal Service.

The following are not required to register:
1. A business that is an MSB solely because it serves as an agent of another MSB. For example, a supermarket corporation that sells money orders for an issuer of money orders is not required to register. This is true even if the supermarket corporation serves as an agent for two or more MSBs. However, an MSB that serves as an agent of another MSB and engages in MSB activities on its own behalf must register. For example, a supermarket corporation must register if, in addition to acting as an agent of the money order issuer, it provides check cashing or currency exchange services on its own behalf in an amount greater than $1,000 for any one person on any day.

2. The United States Postal Service, any agency of the United States, of any state, or of any political subdivision of any state.

3. At this time, persons are not required to register to the extent that they issue, sell or redeem stored value. If, however, a money services business provides money services in addition to stored value, the provision of stored value services does not relieve it of the responsibility to register, if required, as a provider of those other services.

For the regulatory definition of "money services business" see 31 CFR 1010.100(t) and (ff).

The following terms are used in the form and instructions to describe a money services business:

1. An "agent" is a separate business entity from the issuer that the issuer authorizes, through written agreement or otherwise, to sell its instruments or, in the case of funds transmission, to sell its send and receive transfer services. A person who is solely an employee of the MSB is not an agent of that MSB.

2. A "branch" is an owned location of either an issuer or agent at which financial services are sold. An MSB should not separately register each of its branches. A mobile operation owned by an MSB is a branch of that MSB. The MSB's headquarters is not a branch. If the MSB has only one location, that location is not a branch.

3. A "check casher" is a person engaged in the business of providing cash to persons in return for a check.

4. A "currency dealer or exchanger" is a person who engages in the physical exchange of currency for retail customers.

5. "Informal value transfer system". See explanation of the term money transmitter.

6. An "issuer" is the business that is ultimately responsible for payment of money orders or travelers checks as the drawer of such instruments, or a money transmitter that has the obligation to guarantee payment of a money transfer.

7. A "money transmitter" is a person that engages as a business in the transfer of funds through a financial institution.
Generally, acceptance and transmission of funds as an integral part of the execution and settlement of a transaction other than the funds transmission itself (for example, in connection with the bona fide sale of securities) will not cause a person to be a money transmitter.
An "informal value transfer system" is a kind of money transmitter. An informal value transfer system includes any person who engages as a business in an informal money transfer system or any network of people who engage as a business in facilitating the transfer of money domestically or internationally outside of the conventional financial institutions system.
8. A "person" is an individual, a corporation, a partnership, a trust or estate, a joint stock company, an association, a syndicate, joint venture, or other unincorporated organization or group, an Indian Tribe (as that term is defined in the Indian Gaming Regulatory Act), and all entities cognizable as legal personalities.

9. A "redeemer" is a business that accepts instruments in exchange for currency or other instruments for which it is not the issuer. You are not a redeemer if you take the instruments in exchange for goods or general services, provided that the amount of cash returned is not more than $1,000 for any one customer on any day.

10. A "seller" is a business that issuers authorize, through written agreement or otherwise, to sell their instruments or their send and receive transfer services.

11. A "transaction account" is a deposit or account on which the depositor or account holder is permitted to make withdrawals by negotiable or transferable instrument, payment orders of withdrawal, telephone transfers, or other similar items for the purpose of making payments or transfers to third persons or others. Such terms include demand deposits, negotiable order of withdrawal accounts, savings deposit subject to automatic transfers, and share draft accounts. See 12 USC 461(b)(1)(c).

When to Register

Initial registration: File the form within 180 days after the date the business is established.

Renewal: Each MSB must renew its registration every two years, on or before December 31. See 31 CFR 1022.380(b)(2). For example, if an MSB registered on October 15, 2003, it must file a renewal by December 31, 2004, and then every 24 months thereafter (on or before December 31, 2006, then December 31, 2008, etc.). **Renewals must be submitted on a new Form 107. Photo copies of previously submitted forms or facsimiles will not be accepted for renewal purposes**

Correction: Use the form to correct a prior report. Complete Part I in its entirety and only those other entries that are being added or changed. Staple a copy of the prior report (or the acknowledgment from ECC-D if received) to the corrected report.

Re-registration: Refile a new registration form when one of the following events occurs:
1. a change in ownership requiring re-registration under state registration law;
2. more than 10 percent of voting power or equity interest is transferred (except certain publicly-traded companies) or;
3. the number of agents increases by more than 50 percent.

Where to Register

Send your completed form to:

Enterprise Computing Center - Detroit
Attn: Money Services Business Registration
P.O. Box 33116
Detroit, MI 48232-0116

The Enterprise Computing Center-Detroit (ECC-D) will send an acknowledgment of receipt to the registrant listed in Part II within approximately 60 days after the form is processed (See note below). ECC-D can respond to general questions over the phone at telephone (800) 800-2877.

General Instructions

NOTE: All items on FinCEN Form 107 should be completed fully and accurately. Items marked with an asterisk (*)must be completed for the registration to be accepted, processed, and recorded. Acknowledgment letters will not be provided if these items are not complete.

1. This form is available on the Financial Crimes Enforcement Network's web site for MSBs at www.msb.gov, or FinCEN's web site at www.fincen.gov, or by calling the IRS Forms Distribution Center at (800) 829-2437.

2. Unless there is a specific instruction to the contrary, leave blank any items that do not apply or for which information is not available.

3. Complete the form by providing as much information as possible.

4. Do not include supporting documents with this form.

5. Type or complete the form using block written letters.

6. Enter all dates in MM / DD / YYYY format where MM=month, DD=day, and YYYY=year. Precede any single number with a zero, *i.e.*, 01,02, etc.

7. List all U.S. telephone numbers with area code first and then the seven-digit phone number, using the format (XXX) XXX-XXXX.

8. Always enter an individual's name as last name, first name, and middle initial (if known). If a legal entity is listed, enter its name in the last name field.

9. Enter identifying numbers starting from left to right. Do not include spaces, dashes, or other punctuation. Identifying numbers include social security number (SSN), employer identification number (EIN), individual taxpayer identification number (ITIN), alien registration number, driver's license/state identification, foreign national identification, and passport number.

10. Enter all Post Office ZIP Codes from left to right with at least the first five numbers, or with all nine (ZIP + 4) if known.

11. Addresses: Enter the US permanent street address, city, two-letter state or territory abbreviation used by the U.S. Postal Service and ZIP Code (ZIP+4 if known) of the individual or entity. A post office box number should not be used for an individual, unless no other address is available. For an individual, also enter any apartment number, suite number, or road or route number. If a P.O. Box is used for an entity, enter the street name, suite number, and road or route number.
If the address of the individual or entity in PART III is in a foreign country, enter the city, province or state, postal code and the name of the country. Complete any part of the address that is known, even if the entire address is not known. If the address is in the United States leave country code blank.

Specific Instructions

Part I Filing Information

See "When to Register" in the General Information part of these instructions.

Item 1-- Check either box a, b, or d (only one) for the type of filing. If this report corrects an earlier filing, check box **"c" and** either box a, b, or d.

Item 2-- If you checked box 1d, please indicate the reason by checking boxes a, b, or c (check all that apply).

Part II Registrant Information

Enter the US State or Territory operating location.

Item *3--Legal name of the money services business. Enter the full legal name of the registrant money services business as it is shown on the charter or other document creating the entity. For example, enter Good Hope Enterprises, Inc. when the money services business is Good Hope Enterprises, Inc. If a sole proprietorship, enter the business name of the proprietorship.

Item 4--Doing business as. If applicable, enter the separate doing business as name of the registrant. For example, if Good Hope Enterprises, Inc., is doing business as "Joe's Check Cashing" enter in item 4, Joe's Check Cashing.

Items *5, *6, *7 and 8-- Address. Enter the permanent United States address of the registrant's US operations that is being registered.

Item *9--EIN (entity), SSN/ITIN (individual). If the registrant is an entity enter its employer identification number (EIN). If the registrant is an individual and a U. S. Citizen or an alien with a social security number, enter his/her SSN. If the registrant is an individual who is an alien and has an individual taxpayer identification number, enter his/her ITIN.

Item 10-- Telephone number. Enter the telephone number of the MSB listed in item 3.

Item 11-- E-mail address (Optional). If the MSB has an e-mail address please enter it here. An e-mail address may be used to contact the MSB should questions arise regarding their registration.

Part III Owner or Controlling Person

General: Any person who owns or controls a money services business is responsible for registering the MSB. Only one registration form is required for any business in any registration period. If more than one person owns or controls the business, they may enter into an agreement designating one of them to register the business. The designated owner or controlling person must complete Part III and provide the requested information. In addition, that person must sign and date the form as indicated in Part VII. Failure by the designated person to register the business does not relieve any other person who owns or controls the business of the liability for failure to register the business.
An "Owner or Controlling Person" includes the following:

Registrant Business	*Owner or Controlling Person*
Sole Proprietorship	the individual who owns the business
Partnership	a general partner
Trust	a trustee
Corporation	the largest single shareholder

If two or more persons own equal numbers of shares of a corporation, those persons may enter into an agreement as explained above that one of those persons may register the business.
If the owner or controlling person is a corporation, a duly authorized officer of the owner-corporation may execute the form on behalf of the owner-corporation.

Item 12--Individual's last name, or organization's name. If the registrant is a publicly held corporation, it is sufficient to write "public corporation" in item 12. Where registrant is a public corporation, a duly authorized officer of the registrant must execute the form in Part VII.

Items 13 to 22--Enter the applicable information for the owner or controlling person. Their home address and phone number should not be used, unless a business address and phone number are unavailable.

Item 23--Identification information. If you completed item 22, you may omit this item. If you did not complete item 22, enter separately the form of identification, the ID number, and the issuing state or country. Do not provide "other" identification unless no driver's license/state ID, passport or alien registration number is available. "Other" identification includes any unexpired official identification that is issued by a governmental authority. If you check item 23z, give a brief description of the "other" identification.

Part IV Money Services and Product Information

Item 24--States and/or territories where the registrant, its agents or branches are located. Check box "a" for All States and Territories, "b" for All States, or "c" for All Territories (Check only

one) as appropriate, and **do not** check any individual state or territory boxes. If box a, b, or c **does not apply,** check as many state or territory boxes as necessary. If a service is offered on tribal lands, mark the box for the state, territory or district in which the tribal lands are located.

Item 25--Enter the number of branches of the registrant. Enter the number of branches of the money services business at which one or more MSB activities are offered. If there are no branches, enter zero. See the General Information for an explanation of the term "branch".

Item 26--MSB activities of theregistrant. Items 25a through 25i are MSB activities. Check the box of each MSB activity conducted by the registrant at its branches. See the General Information for an explanation of the terms "issuer", "seller", "redeemer", "check casher", and "money transmitter".

Item 27--Informal value transfer system. If any part of the registrant's money services business is an informal value transfer system, check yes. An informal value transfer system is a kind of money transmitter. See the General Information explanation of the term "money transmitter".

Item 28 --Mobile o peration. If any part of the registrant's money services business is conducted as a mobile operation, check yes. A mobile operation is one based in a vehicle. For example, a check cashing service offered from a truck is a mobile operation. For purposes of Item 25, each mobile operation should be counted as a separate branch.

Item 29--Number of agents. Enter the number of agents that the registrant has authorized to sell or distribute its MSB services. Do not count branches or any person who is solely an employee of the MSB. A bank is not an agent for this purpose. See the General Information for an explanation of the term "agent".

Part V Primary Transaction Account for MSB Activities

Item 30--Check the box if the registrant has more than one primary transaction account for money services business activities. Example: If the registrant is both an issuer of money orders and an issuer of traveler's checks and the registrant has separate clearing accounts for money orders and traveler's checks, the box should be checked.

Item 31--Name of the financial institution where the primary transaction account is held. Enter the name of the bank or other financial institution where the registrant has its primary transaction account. If you indicated that the registrant has more than one primary transaction account in Item 30, enter information about the account with the greatest money service activity transaction volume as measured by value in dollars. See the General Information for an explanation of the term "transaction account".

Items 32 to 35-- Enter the permanent address for the financial institution.

Item 36--Primary transaction account number Enter the primary transaction account number.

Part VI Location of Supporting Documentation

General: The registrant must retain for five (5) years certain information at a location within the United States. That information includes:

1. A copy of the registration form.

2. Annual estimate of the volume of the registrant's business in the coming year.

3. The following information regarding ownership or control of the business: the name and address of any shareholder holding more than 5% of the registrant's stock, any general partner, any trustee, and/or any director or officer of the business.

4. An agent list.

If the registrant has agents it must prepare and maintain a list of its agents. That agent list must be updated annually and retained by the business at the location in the United States reported on this registration form in Part II or Part VI. The agent list **should not** be filed with this registration form. The agent list must include:

a. Each agent's name,

b. Each agent's address,

c. Each agent's telephone number,

d. The type of service(s) provided by each agent on behalf of the registrant,

e. A listing of the months in the immediately preceding 12 months in which the gross transaction amount of each agent with respect to financial products/services issued by the registrant exceeds $100,000,

f. The name and address of any depository institution at which each agent maintains a transaction account for the money services business activities conducted by the agent on behalf of the registrant,

g. The year in which each agent first became an agent of the registrant, and

h. The number of branches or subagents of each agent.

Items 37 to 40--If the supporting documentation is retained at a location other than the address listed in Part II, enter the location information in items 37 through 40.

Part VII Authorized Signature

Items 41 to 44-- The owner or controlling person listed in Part III must sign and date the form as indicated in Part VII. If the owner or controlling person is a corporation, a duly authorized officer of the corporation must execute the form on behalf of the corporation. Enter the date this document was signed.

Penalties for failure to comply: Any person who fails to comply with the requirements to register, keep records, and/or maintain agent lists pursuant to 31 CFR 1022.380 may be liable for civil penalties of up to $5,000 for each violation. Failure to comply also may subject a person to criminal penalties, which may include imprisonment for up to five (5) years and criminal fines. See 18 USC 1960. **Note: This registration does not satisfy any state or local licensing or registration requirements.**

Paperwork Reduction Act Notice.

The purposes of this form are to provide an effective and consistent means for money services businesses to register with the Financial Crimes Enforcement Network, and to assure maintenance of reports or records where such reports or records have a high degree of usefulness in criminal, tax, or regulatory investigations or proceedings. This report is required by law, pursuant to authority contained in Public Law 103-305; 31 USC 5330; 5 USC 301; 31 CFR Chapter X. The information collected may be provided to those officers and employees of any constituent unit of the Department of the Treasury who have a need for the records in the performance of their duties. The records may be referred to any other department or agency of the United States, to any State, or Tribal Government. Public reporting and recordkeeping burden for this information collection is estimated to average 30 minutes per response, and includes time to gather and maintain data for the required report, review the instructions, and complete the information collection. Send comments regarding this burden estimate, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project, Washington, DC 20503 *and* to the Paperwork Reduction Act; Department of the Treasury, Financial Crimes Enforcement Network, P.O. Box 39, Vienna, VA 22183-0039. The agency may not conduct or sponsor, and an organization (or a person) is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Privary Act Notice.

Pursuant to the requirements of Public Law 93-579 (Privacy Act of 1974), notice is hereby given that, in accordance with 5 U.S.C. 552a(e), the authority to collect information on **FinCEN Form 107** is Public Law 103-305; 31 USC 5330; 5 USC 301; 31 CFR Chapter X. The Department of the Treasury may use and share the information with any other department or agency of the United States, to any State, or Tribal Government, or part thereof, upon the request of the head of such department or agency, or authorized State or Tribal Government official for use in a criminal, tax, or regulatory investigation or proceeding, and to foreign governments in accordance with an agreement, or a treaty.

Disclosure of this information is mandatory. Civil and criminal penalties, including in certain circumstances a fine of not more than $5,000 per day and imprisonment of not more than five years, are provided for failure to file the form, supply information requested by the form, and for filing a false or fraudulent form. Disclosure of the social security number or taxpayer identification number is mandatory. The authority to collect is 31 CFR Chapter X. The social security number/taxpayer identification number will be used as a means to identify the individual or entity who files the report.

FINCEN Form **104**

(Eff. March 2011)
Department of the Treasury
FinCEN

Currency Transaction Report

▶ **Previous editions will not be accepted after March, 2011.**

▶ **Please type or print.**

(Complete all parts that apply--See Instructions)

OMB No. 1506-0004

1 Check all box(es) that apply: **a** ☐ Amends prior report **b** ☐ Multiple persons **c** ☐ Multiple transactions

Part I Person(s) Involved in Transaction(s)

Section A--Person(s) on Whose Behalf Transaction(s) Is Conducted

2 Individual's last name or entity's name | **3** First name | **4** Middle initial

5 Doing business as (DBA) | **6** SSN or EIN

7 Address (number, street, and apt. or suite no.) | **8** Date of birth ____/____/_____ MM DD YYYY

9 City | **10** State | **11** ZIP code | **12** Country code (if not U.S.) | **13** Occupation, profession, or business

14 If an individual, describe method used to verify identity: **a** ☐ Driver's license/State I.D. **b** ☐ Passport **c** ☐ Alien registration

d ☐ Other _____ **e** Issued by: _____ **f** Number: _____

Section B--Individual(s) Conducting Transaction(s) (if other than above).

If Section B is left blank or incomplete, check the box(es) below to indicate the reason(s)

a ☐ **Armored Car Service** **b** ☐ **Mail Deposit or Shipment** **c** ☐ **Night Deposit or Automated Teller Machine** **d** ☐ **Multiple Transactions** **e** ☐ **Conducted On Own Behalf**

15 Individual's last name | **16** First name | **17** Middle initial

18 Address (number, street, and apt. or suite no.) | **19** SSN

20 City | **21** State | **22** ZIP code | **23** Country code (If not U.S.) | 24 Date of birth ____/____/_____ MM DD YYYY

25 If an individual, describe method used to verify identity: **a** ☐ Driver's license/State I.D. **b** ☐ Passport **c** ☐ Alien registration

d ☐ Other _____ **e** Issued by: _____ **f** Number: _____

Part II Amount and Type of Transaction(s). Check all boxes that apply.

28 Date of transaction ____/____/_____ MM DD YYYY

26 Total cash in $ 0.00 **27** Total cash out $ 0.00

26a Foreign cash in 0.00 (see instructions, page 4) **27a** Foreign cash out (see instructions, page 4)

29 ☐ Foreign Country _____ **30** ☐ Wire Transfer(s) **31** ☐ Negotiable Instrument(s) Purchased

32 ☐ Negotiable Instrument(s) Cashed **33** ☐ Currency Exchange(s) **34** ☐ Deposit(s)/Withdrawal(s)

35 ☐ Account Number(s) Affected (if any): **36** ☐ Other (specify)

Part III Financial Institution Where Transaction(s) Takes Place

37 Name of financial institution | Enter Regulator or BSA Examiner code number ▶ (see instructions)

38 Address (number, street, and apt. or suite no.) | **39** EIN or SSN

40 City | **41** State | **42** ZIP code | **43** Routing (MICR) number

Sign Here ▶

44 Title of approving official | **45** Signature of approving official | **46** Date of signature ____/____/_____ MM DD YYYY

47 Type or print preparer's name | **48** Type or print name of person to contact | **49** Telephone number ( ) –

Multiple Persons

Complete applicable parts below if box 1b on page 1 is checked

Part I Person(s) Involved in Transaction(s)

Section A--Person(s) on Whose Behalf Transaction(s) Is Conducted

2 Individual's last name or entity's name	3 First name	4 Middle initial
5 Doing business as (DBA)		6 SSN or EIN
7 Address (number, street, and apt. or suite no.)		8 Date of birth ____/____/_____ MM DD YYYY

9 City	10 State	11 ZIP code	12 Country code (if not U.S.)	13 Occupation, profession, or business

14 If an individual, describe method used to verify identity: a ☐ Driver's license/State I.D. b ☐ Passport c ☐ Alien registration

d ☐ Other _____ e Issued by: _____ f Number: _____

Section B--Individual(s) Conducting Transaction(s) (if other than above).

15 Individual's last name	16 First name	17 Middle initial
18 Address (number, street, and apt. or suite no.)		19 SSN

20 City	21 State	22 ZIP code	23 Country code (if not U.S.)	24 Date of birth ____/____/_____ MM DD YYYY

25 If an individual, describe method used to verify identity: a ☐ Driver's license/State I.D. b ☐ Passport c ☐ Alien registration

d ☐ Other _____ e Issued by: _____ f Number: _____

Part I Person(s) Involved in Transaction(s)

Section A--Person(s) on Whose Behalf Transaction(s) Is Conducted

2 Individual's last name or entity's name	3 First name	4 Middle initial
5 Doing business as (DBA)		6 SSN or EIN
7 Address (number, street, and apt. or suite no.)		8 Date of birth ____/____/_____ MM DD YYYY

9 City	10 State	11 ZIP code	12 Country code (if not U.S.)	13 Occupation, profession, or business

14 If an individual, describe method used to verify identity: a ☐ Driver's license/State I.D. b ☐ Passport c ☐ Alien registration

d ☐ Other _____ e Issued by: _____ f Number: _____

Section B--Individual(s) Conducting Transaction(s) (if other than above).

15 Individual's last name	16 First name	17 Middle initial
18 Address (number, street, and apt. or suite no.)		19 SSN

20 City	21 State	22 ZIP code	23 Country code (if not U.S.)	24 Date of birth ____/____/_____ MM DD YYYY

25 If an individual, describe method used to verify identity: a ☐ Driver's license/State I.D. b ☐ Passport c ☐ Alien registration

d ☐ Other _____ e Issued by: _____ f Number: _____

Suspicious Transactions

This Currency Transaction Report (CTR) should NOT be filed for suspicious transactions involving $10,000 or less in currency OR to note that a transaction of more than $10,000 is suspicious. Any suspicious or unusual activity should be reported by a financial institution in the manner prescribed by its appropriate federal regulator or BSA examiner. (See the instructions for Item 37). If a transaction is suspicious and in excess of $10,000 in currency, then both a CTR and the appropriate Suspicious Activity Report form must be filed.

In situations involving suspicious transactions requiring immediate attention, such as when a reportable transaction is ongoing, the fianacial institution shall immediately notify, by telephone, appropriate law enforcement and regulatory authorities in addition to filing a timely suspicious activity report.

General Instructions

Who Must File. Each financial institution (other than a casino, which instead must file FinCEN Form 103, and the U.S. Postal Service for which there are separate rules) must file FinCEN Form 104 (CTR) for each deposit, withdrawal, exchange of currency, or other payment or transfer, by, through, or to the financial institution which involves a transaction in currency of more than $10,000. Multiple transactions must be treated as a single transaction if the financial institution has knowledge that (1) they are by or on behalf of the same person, and (2) they result in either currency received (Cash In) or currency disbursed (Cash Out) by the financial institution totaling more than $10,000 during any one business day. For a bank, a business day is the day on which transactions are routinely posted to customers' accounts, as normally communicated to depository customers. For all other financial institutions, a business day is a calendar day.

Generally, financial institutions are defined as banks, other types of depository institutions, brokers or dealers in securities, money transmitters, currency exchangers, check cashers, and issuers and sellers of money orders and traveler's checks. Should you have questions, see the definitions in 31 CFR Chapter X.

When and Where To File. This form should be e-filed through the Bank Secrecy Act E-filing System. Go to http: //bsaefiling.fincen.treas.gov/index.jsp to register. This form is also available for download on the Financial Crimes Enforcement Network's Web site at www.fincen.gov, or may be ordered by calling the IRS Forms Distribution Center at (800) 829-3676. File this CTR by the 15th calendar day after the day of the transaction with the:

Enterprise Computing Center - Detroit
ATTN: CTR
P.O. Box 33604
Detroit, MI 48232-5604

Keep a copy of each CTR for five years from the date filed.

A financial institution may apply to file the CTRs electronically. To obtain an application to file electronically, contact the Bank Secrecy Act E-filing System. Go to http: //bsaefiling.fincen.treas.govindex.jsp to register or contact the BSA E-Filing Help Desk at 1-888-827-2778 (select option # 6) or via email at BSAEFilingHelp@notes.tcs.treas.gov.

Identification Requirements. All individuals (except a employees of armored car services) conducting a reportable transaction(s) for themselves or for another person, must be identified by means of an official document(s). Acceptable forms of identification include driver's license, military and military/dependent identification cards, passport, state issued identification card, cedular card (foreign), non-resident alien identification cards, or any other identification document or documents, which contain name and preferably address and a photograph and are normally acceptable by financial institutions as a means of identification when cashing checks for persons other than established customers.

Acceptable identification information obtained previously and maintained in the financial institution's records may be used. For example, if documents verifying an individual's identity were examined and recorded on a signature card when an account was opened, the financial institution may rely on that information. In completing the CTR, the financial institution must indicate on the form the method, type, and number of the identification. Statements such as "known customer" or "signature card on file" are not sufficient for form completion.

Penalties. Civil and criminal penalties are provided for failure to file a CTR or to supply information or for filing a false or fraudulent CTR. See 31 U.S.C. 5321, 5322 and 5324.

For purposes of this CTR, the terms below have the following meanings:

Currency. The coin and paper money of the United States or any other country, which is circulated and customarily used and accepted as money.

Person. An individual, corporation, partnership, trust or estate, joint stock company, association, syndicate, joint venture or other unincorporated organization or group.

Organization. Entity other than an individual.

Transaction in Currency. The **physical** transfer of currency from one person to another. This does not include a transfer of funds by means of bank check, bank draft, wire transfer or other written order that does not involve the physical transfer of currency.

Negotiable Instruments. All checks and drafts (including business, personal, bank, cashier's and third-party), money orders, and promissory notes. For purposes of this CTR, all traveler's checks shall also be considered negotiable instruments whether or not they are in bearer form.

Foreign exchange rate. If foreign currency is a part of a currency transaction that requires the completion of a CTR, use the exchange rate in effect for the business day of the transaction to compute the amount, in US dollars, to enter in item 26/27. The source of the exchange rate that is used will be determined by the reporting institution.

Specific Instructions

Because of the limited space on the front and back of the CTR, it may be necessary to submit additional information on attached sheets. Submit this additional information on plain paper attached to the CTR. Be sure to put the individual's or entity's name and identifying number (items 2, 3, 4, and 6 of the CTR) on any additional sheets so that if it becomes separated, it may be associated with the CTR.

Item 1a. Amends Prior Report. If this CTR is being filed because it amends a report filed previously, check Item 1a. Staple a copy of the original CTR to the amended one, complete Part III fully and only those other entries which are being amended.

Item 1b. Multiple Persons. If this transaction is being conducted by more than one person or on behalf of more than one person, check Item 1b. Enter information in Part I for one of the persons and provide information on any other persons on the back of the CTR.

Item 1c. Multiple Transactions. If the financial institution has knowledge that there are multiple transactions, check Item 1c.

PART I - Person(s) Involved in Transaction(s)

Section A **must** be completed. If an individual conducts a transaction on his own behalf, complete Section A and leave Section "B" BLANK. If an individual conducts a transaction on his own behalf and on behalf of another person(s), complete Section "A" for each person and leave Section "B" BLANK. If an individual conducts a transaction on behalf of another person(s), complete Section "B" for the individual conducting the transaction, and complete Section "A" for each person on whose behalf the transaction is conducted of whom the financial institution has knowledge.

Section A. Person(s) on Whose Behalf Transaction(s) Is Conducted. See instructions above.

Items 2, 3, and 4. Individual/Organization Name. If the person on whose behalf the transaction(s) is conducted is an individual, put his/her last name in Item 2, first name in Item 3, and middle initial in Item 4. If there is no middle initial, leave item 4 BLANK. If the transaction is conducted on behalf of an entity, enter the name in Item 2 and leave Items 3 and 4 BLANK.

Item 5. Doing Business As (DBA). If the financial institution has knowledge of a separate "doing business as" name, enter it in Item 5. For example, if Smith Enterprise is doing business as MJ's Pizza, enter "MJ's Pizza" in item 5.

Item 6. SSN or EIN. Enter the Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN) of the person or entity identified in Item 2. If none, leave blank.

Items 7, 9, 10, 11, and 12. Address. Enter the permanent address including ZIP Code of the person identified in Item 2. Use the U.S. Postal Service's two letter state abbreviation code. A P. O. Box should not be used by itself, and may only be used if there is no street address. If a P. O. Box is used, the name of the apartment or suite number, road or route number where the person resides must also be provided. If the address is outside the U.S., provide the street address, city, province or state, postal code (if known), and the two letter country code. For country code list go to www.fincen.gov/reg_bsaforms.html or telephone 800-949-2732 and select option number 5. If U.S., leave item 12 blank.

Item 8. Date of Birth. Enter the date of birth. Eight numerals must be inserted for each date. The first two will reflect the month, the second two the day, and the last four the year. A zero (0) should precede any single digit number. For example, if an individual's birth date is April 3 1948, Item 8 should read 04 03 1948.

Item 13. Occupation, profession, or business. If known, identify the occupation, profession or business that best describes the individual or entity in Part I (*e.g.*, attorney, car dealer, carpenter, doctor, farmer, plumber, truck driver, etc.). Do not use nondescript terms such as businessman, merchant, store owner (unless store's name is provided), or self employed. If unemployed, or retired are used enter the regular or former occupation if known.

Item 14. If an Individual, Describe Method Used To Verify Identity. If an individual conducts the transaction(s) on his/her own behalf, his/her identity must be verified by examination of an acceptable document (see **General Instructions**). For example, check box **a** if a driver's license is used to verify an individual's identity, and enter the state that issued the license and the number in items ***e*** and **f**. If the transaction is conducted by an individual on behalf of another individual not present, or on behalf of an entity, check box "14d" "Other" and enter "NA" on the line provided.

Section B. Individual(s) Conducting Transaction(s) (if other than above). Financial institutions should enter as much information as is available. However, there may be instances in which Items 15-25 may be left BLANK or incomplete. If Items 15-25 are left BLANK or incomplete, check one or more of the boxes provided to indicate the reasons.

Example: If there are multiple transactions that, if only when aggregated, the financial institution has knowledge the transactions exceed the reporting threshold, and therefore, did not identify the transactor(s), check box **d** for Multiple Transactions.

Items 15, 16, and 17. Individual's Name. Complete these items if an individual conducts a transaction(s) on behalf of another person. For example, if John Doe, an employee of XY Grocery Store, makes a deposit to the store's account, XY Grocery Store should be identified in Section A and John Doe should be identified in section B.

Items 18, 20, 21, 22, and 23. Address. Enter the permanent street address including ZIP Code of the individual. (See the instructions for Items 7 and 9 through 12.) Enter country code if not U.S. (Reference item 12).

Item 19. SSN/ITIN. If the individual has a Social Security Number, or Individual Taxpayer Indentifcation Number, enter it in Item 19. If the individual does not have an SSN/ITIN, enter NONE.

Item 24. Date of Birth. Enter the individual's date of birth. (See the instructions for Item 8.)

Item 25. If an Individual, Describe Method Used To Verify Identity. Enter the method used to identify the individual's identity. (See **General Instructions** and the instructions for Item 14.)

PART II - Amount and Type of Transaction(s)
Complete Part II to identify the type of transaction(s) and the amount(s) involved.

Items 26 and 27. Total Cash In/Total Cash Out. In the spaces provided, enter the total amount of currency received (Total Cash In) or total currency disbursed (Total Cash Out) by the financial institution. If foreign currency is exchanged, use the U.S. dollar equivalent on the day of the transaction (See "Foreign exchange rates"), and complete item 26a or 27a, whichever is appropriate.

If less than a full dollar amount is involved, increase that figure to the next highest dollar. For example, if the currency totals $20,000.05, show the total as $20,001.00.

Items 26a and 27a. Foreign cash in/Foreign cash out. If foreign currency is exchanged, enter the amount of foreign currency (Do not convert to U.S. dollars) in items 26a and 27a. Report country of origin in item 29.

Item 28. Date of Transaction. Insert eight numerals for each date. (See instructions for Item 8.)

Item 29. Foreign Country. If items 26a and/or 27a are completed indicating that foreign currency is involved, check Item 29 and identify the country. If multiple foreign currencies are involved, check box 36 and identify the additional country(s) and/or currency(s) involved.

Determining Whether Transactions Meet the Reporting Threshold.

Only cash transactions that, if alone or when aggregated, exceed $10,000 should be reported on the CTR. Transactions shall not be offset against one another.

If there are both Cash In and Cash Out transactions that are reportable, the amounts should be considered separately and not aggregated. However, they may be reported on a single CTR.

If there is a currency exchange, it should be aggregated separately with each of the Cash In and Cash Out totals.

Example 1: A person deposits $11,000 in currency to his savings account and withdraws $3,000 in currency from his checking account. The CTR should be completed as follows:

Cash In $11,000 and no entry for Cash Out. This is because the $3,000 transaction does not meet the reporting threshold.

Example 2: A person deposits $11,000 in currency to his savings account and withdraws $12,000 in currency from his checking account. The CTR should be completed as follows:

Cash In $11,000, Cash Out $12,000. This is because there are two reportable transactions. However, one CTR may be filed to reflect both.

Example 3: A person deposits $6,000 in currency to his savings account and withdraws $4,000 in currency from his checking account. Further, he presents $5,000 in currency to be exchanged for the equivalent in Euro's. The CTR should be completed as follows:

Cash In $11,000 and no entry for Cash Out. This is because in determining whether the transactions are reportable, the currency exchange is aggregated with each of the Cash In and Cash Out amounts. The result is a reportable $11,000 Cash In transaction. The total Cash Out amount is $9,000, which does not meet the reporting threshold. Therefore, it is not entered on the CTR.

Example 4: A person deposits $6,000 in currency to his savings account and withdraws $7,000 in currency from his checking account. Further, he presents $5,000 in currency to be exchanged for the equivalent in Euro's. The CTR should be completed as follows:

Cash In $11,000, Cash Out $12,000. This is because in determining whether the transactions are reportable, the currency exchange is aggregated with each of the Cash In and Cash Out amounts. In this example, each of the Cash In and Cash Out totals exceed $10,000 and must be reflected on the CTR.

Items 30-33. Check the appropriate item(s) to identify the following type of transaction(s):

30. Wire Transfer(s)
31. Negotiable Instrument(s) Purchased
32. Negotiable Instrument(s) Cashed
33. Currency Exchange(s)

Item 34. Deposits/Withdrawals. Check this item to identify deposits to or withdrawals from accounts, e.g. demand deposit accounts, savings accounts, time deposits, mutual fund accounts, or any other account held at the financial institution. Enter the account number(s) in Item 35.

Item 35. Account Numbers Affected (if any). Enter the account numbers of any accounts affected by the transactions that are maintained at the financial institution conducting the transaction(s).

Example 1: If a person cashes a check drawn on an account held at the financial institution, the CTR should be completed as follows:

Indicate negotiable instrument(s) cashed and provide the account number of the check.

If the transaction does not affect an account, make no entry.

Example 2: A person cashes a check drawn on another financial institution. In this instance, negotiable instrument(s) cashed would be indicated, but no account at the financial institution has been affected. Therefore, Item 35 should be left BLANK.

Item 36. Other (specify). If a transaction is not identified in Items 30-34, check Item 36 and provide an additional description. For example, a person presents a check to purchase "foreign currency." If multiple (more than one) foreign currencies are involved in the transaction, enter the amount of the largest foreign currency transaction in item 26a or 27a and that currency's country-code of origin in item 29. Then check box 36 and enter the additional foreign currencies amount(s) and country-code(s) of origin in the space provided.

PART III - Financial Institution Where Transaction(s) Take Place

Item 37. Name of Financial Institution and Identity of Regulator or BSA Examiner. Enter the financial institution's full legal name and identify the regulator or BSA examiner, using the following codes:

Regulator or BSA Examiner	CODE
Comptroller of the Currency (OCC)	1
Federal Deposit Insurance Corporation (FDIC)	2
Federal Reserve System (FRS)	3
Office of Thrift Supervision (OTS)	4
National Credit Union Administration (NCUA)	5
Securities and Exchange Commission (SEC)	6
Internal Revenue Service (IRS)	7
U.S. Postal Service (USPS)	8
Commodity Futures Trading Commission (CFTC)	9
State Regulator	10

Items 38, 40, 41, and 42. Address. Enter the street address, city, state, and ZIP Code of the financial institution where the transaction occurred. If there are multiple transactions, provide information of the office or branch where any one of the transactions has occurred.

Item 39. EIN or SSN. Enter the financial institution's EIN. If the financial institution does not have an EIN, enter the SSN of the financial institution's principal owner.

Item 43. Routing (MICR) Number. If a depository institution, enter the routing (Magnetic Ink Character Recognition (MICR)) number.

SIGNATURE

Items 44 and 45. Title and signature of Approving Official. The official who reviews and approves the CTR must indicate his/her title and sign the CTR.

Item 46. Date of Signature. The approving official must enter the date the CTR is signed. (See the instructions for Item 8.)

Item 47. Preparer's Name. Type or print the full name of the individual preparing the CTR. The preparer and the approving official may not necessarily be the same individual.

Items 48 and 49. Contact Person/Telephone Number. Type or print the name and telephone number of an individual to contact concerning questions about the CTR.

Paperwork Reduction Act Notice. The requested information is useful in criminal, tax, and regulatory investigations and proceedings. Financial institutions are required to provide the information under 31 U.S.C. 5313 and 31 CFR Chapter X, commonly referred to as the Bank Secrecy Act (BSA). The BSA is administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network (FinCEN). You are not required to provide the requested information unless a form displays a valid OMB control number. The time needed to complete this form will vary depending on individual circumstances. The estimated average time is 19 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, you may write to the **Financial Crimes Enforcement Network, P. O. Box 39, Vienna, VA 22183. Do not** send this form to this office. Instead, see **When and Where to File** in the instructions.

FinCEN form 109

March, 2011
Previous editions will not be accepted after September 2011

Suspicious Activity Report by Money Services Business

Please type or print. Always complete entire report. Items marked with an asterisk * are considered critical. (See instructions.)

OMB No. 1506-0015

1 ☐ Check this box only if amending or correcting a prior report (see item 1 instructions) 1a ☐ Check this box if this is a recurring report

Part I Subject Information

2 ☐ Multiple subjects (see item instructions)

3 Subject type (check only one box) a ☐ Purchaser/sender b ☐ Payee/receiver c ☐ Both a & b d ☐ Other

*4 Individual's last name or entity's full name	*5 First name	6 Middle initial

*7 Address

*8 City	*9 State	*10 Zip Code	*11 Country Code (If not US)
		–	

*12 Government issued identification (if available)

a ☐ Driver's license/state I.D. b ☐ Passport c ☐ Alien registration z ☐ Other _____

e Number | | f Issuing state/country _____

*13 SSN/ITIN (individual) or EIN (entity)	*14 Date of birth	15 Telephone number
	_____/_____/_____ MM DD YYYY	( ) –

Part II Suspicious Activity Information

*16 Date or date range of suspicious activity	*17 Total amount involved in suspicious activity a ☐ Amount unknown
From _____/_____/_____ MM DD YYYY To _____/_____/_____ MM DD YYYY	$, , , .00

*18 Category of suspicious activity (check all that apply)

a ☐ Money laundering b ☐ Structuring c ☐ Terrorist financing z ☐ Other (specify) _____

*19 Financial services involved in the suspicious activity and character of the suspicious activity, including unusual use (check all that apply).

a ☐ Money order b ☐ Traveler's check c ☐ Money transfer

z ☐ Other _____ e ☐ Currency exchange

Check all of the following that apply

(1) ☐ Alters transaction to avoid completing funds transfer record or money order or traveler's check record ($3,000 or more)

(2) ☐ Alters transaction to avoid filing CTR form (more than $10,000)

(3) ☐ Comes in frequently and purchases less than $3,000

(4) ☐ Changes spelling or arrangement of name

(5) ☐ Individual(s) using multiple or false identification documents

(6) ☐ Two or more individuals using the similar/same identification

(7) ☐ Two or more individuals working together

(8) ☐ Same individual(s) using multiple locations over a short time period

(9) ☐ Offers a bribe in the form of a tip/gratuity

(10) ☐ Exchanges small bills for large bills or vice versa

If mailing, send each completed SAR report to:
Electronic Computing Center - Detroit
Attn: SAR-MSB
P.O. Box 33117
Detroit, MI 48232-0980

A free secure e-filing system is available to file this report. Go to http://bsaefiling.fincen.treas.gov/index.jsp for more information and to register.

Part II Suspicious Activity Information, Continued

*20 Purchases and redemptions (check box **"P"** for purchase or box **"R"** for redemption)

Instrument	P	R	Issuers	Total Instruments	Total Amount (US Dollars)
Money Orders:	☐	☐			$ .00
	☐	☐			$ .00
	☐	☐			$ .00
Traveler's Checks:	☐	☐			$ .00
	☐	☐			$ .00
	☐	☐			$ .00
Money Transfers	☐	☐			$ .00
	☐	☐			$ .00
	☐	☐			$ .00

*21 Currency Exchanges:	Tendered Currency/Instrument	Country	Received currency	Country	Amount (US Dollars)
☐ If bulk small currency					$ .00
☐ If bulk small currency					$ .00

Part III Transaction Location

22 ☐ Multiple transaction locations

23 Type of business location (check only one) a ☐ Selling location b ☐ Paying location c ☐ Both

*24 Legal name of business	25 Doing business as

*26 Permanent address (number, street, and suite no.)	*27 City	*28 State	*29 Zip Code
			–

*30 EIN (entity) or SSN/ITIN (individual)	*31 Business telephone number	32 Country Code (If not US)		33 Internal control/file number (If available)
	( ) –			

Part IV Reporting Business

34 ☐ The Reporting Business is the same as the Transaction Location (go to Part V)

*35 Legal name of business	36 Doing business as

*37 Permanent address (number, street, and suite no.)	*38 City	*39 State	*40 Zip Code
			–

*41 EIN (entity) or SSN/ITIN (individual)	*42 Business phone number (include area code)	43 Country Code (If not US)		44 Internal control/file number (If available)
	( ) –			

Part V Contact for Assistance

*45 Designated contact office	*46 Designated phone number (Include area code)	47 Date filed (See instructions)
	( ) –	____/____/____ MM DD YYYY

48 Agency (If not filed by a Money Services Business)

Part VI Suspicious Activity Information - Narrative* 3

Explanation/description of suspicious activity(ies). This section of the report is **critical**. The care with which it is completed may determine whether or not the described activity and its possible criminal nature are clearly understood by investigators. Provide a clear, complete and chronological description of the activity, including what is unusual, irregular or suspicious about the transaction(s). Use the checklist below, as a guide, as you prepare your description. The description should cover the material indicated in Parts I, II and III, but the money services business (MSB) should describe any other information that it believes is necessary to better enable investigators to understand the suspicious activity being reported.

a. **Describe** conduct that raised suspicion.
b. **Explain** whether the transaction(s) was completed or only attempted.
c. **Describe** supporting documentation and retain such documentation for your file for five years.
d. **Indicate** a time period, if it was a factor in the suspicious transaction(s). For example, specify the time and whether it occurred during AM or PM. If the activity covers more than one day, identify the time of day when such activity occurred most frequently.
e. **Retain** any admission or explanation of the transaction(s) provided by the subject(s) or other persons. Indicate when and to whom it was given.
f. **Retain** any evidence of cover-up or evidence of an attempt to deceive federal or state examiners, or others.
g. **Indicate** where the possible violation of law(s) took place (*e.g.*, main office, branch, agent location, etc.).
h. **Indicate** whether the suspicious activity is an isolated incident or relates to another transaction.
i. **Indicate** for a foreign national any available information on subject's passport(s), visa(s), and/or identification card(s). Include date, country, city of issue, issuing authority, and nationality.
j. **Indicate** whether any information has been excluded from this report; if so, state reasons.
k. **Indicate** whether any U.S. or foreign instrument(s) were involved. If so, provide the amount, name of currency, and country of origin.
l. **Indicate** whether any transfer of money to or from a foreign country, or any exchanges of a foreign currency were involved. If so, identify the currency, country, and sources and destinations of money.
m. **Indicate** any additional account number(s), and any foreign bank(s) account numbers which may be involved in transfer of money.
n. **Identify** any employee or other individual or entity (*e.g.*, agent) suspected of improper involvement in the transaction(s).
o. **For issuers, indicate** if the endorser of money order(s) and/or traveler's check(s) is different than payee. If so, provide the individual or entity name; bank's name, city, state and country; ABA routing number; endorser's bank account number; foreign non-bank name (if any); correspondent bank name and account number (if any); etc.
p. **For selling or paying locations, indicate** if there is a video recording medium or surveillance photograph of the customer.
q. **For selling or paying locations,** if you do not have a record of a government issued identification document, **describe** the type, issuer and number of any alternate identification that is available (*e.g.*, for a credit card specify the name of the customer and credit card number.)
r. **For selling or paying locations,** describe the subject(s) if you do not have the identifying information in Part I or if multiple individuals use the same identification. Use descriptors such as male, female, age, etc.
s. **If amending** a prior report, complete the form in its entirety and note the changes here in Part VI.
t. If a law enforcement agency has been contacted, list the name of the agency and the name of any person contacted, their title, their telephone number, and when they were contacted.

Supporting documentation should not be filed with this report. Maintain the information for your files.

Enter the explanation/description narrative in the space below. If necessary, continue the narrative on a duplicate of this page or a blank page.

Tips on SAR form preparation and filing are available in the SAR Activity Reviews at **www.fincen.gov/pub_reports.html.**

Legal disclaimers will not be included in this narrative.

Safe Harbor

Federal law (31 U.S.C. 5318(g)(3)) provides complete protection from civil liability for all reports of suspicious transactions made to appropriate authorities, including supporting documentation, regardless of whether such reports are filed pursuant to this report's instructions or are filed on a voluntary basis. Specifically, the law provides that a financial institution, and its directors, officers, employees and agents, that make a disclosure of any possible violation of law or regulation, including in connection with the preparation of suspicious activity reports, "shall not be liable to any person under any law or regulation of the United States, any constitution, law, or regulation of any State or political subdivision of any State, or under any contract or other legally enforceable agreement (including any arbitration agreement), for such disclosure or for any failure to provide notice of such disclosure to the person who is the subject of such disclosure or any other person identified in the disclosure".

Notification Prohibited

Federal law (31 U.S.C. 5318(g)(2)) provides that a financial institution, and its directors, officers, employees, and agents, who report suspicious transactions to the government voluntarily or as required by 31 CFR 1022.320, may not notify any person involved in the transaction that the transaction has been reported.

Notification Required

In situations involving suspicious transactions requiring immediate attention, such as ongoing money laundering schemes, a money transmitter; a currency dealer or exchanger; or an issuer, seller, or redeemer of money orders and/or traveler's checks shall immediately notify, by telephone, an appropriate law enforcement authority. In addition, a timely SAR-MSB form shall be filed, including recording any such notification in Part VI on the form.

A. When To File A Report:

1. Money transmitters; currency dealers and exchangers; and issuers, sellers and redeemers of money orders and/or traveler's checks that are subject to the requirements of the Bank Secrecy Act and its implementing regulations (31 CFR Chapter X are required to file a suspicious activity report (SAR-MSB) with respect to:

a. Any transaction conducted or attempted by, at, or through a money services business involving or aggregating funds or other assets of at least $2,000 (except as described in section "b" below) when the money services business knows, suspects, or has reason to suspect that:

i. The transaction involves funds derived from illegal activity or is intended or conducted in order to hide or disguise funds or assets derived from illegal activity (including, without limitation, the nature, source, location, ownership or control of such funds or assets) as part of a plan to violate or evade any Federal law or regulation or to avoid any transaction reporting requirement under Federal law or regulation;

ii. The transaction is designed, whether through structuring or other means, to evade any regulations promulgated under the Bank Secrecy Act; or

iii. The transaction has no business or apparent lawful purpose and the money services business knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

iv. The transaction involves the use of the money services business to facilitate criminal activity.

b. To the extent that the identification of transactions required to be reported is derived from a review of clearance records or other similar records of money orders or traveler's checks that have been sold or processed, an issuer of money orders or traveler's checks shall only be required to report a transaction or a pattern of transactions that involves or aggregates funds or other assets of at least $5,000.

2. File a SAR-MSB no later than 30 calendar days after the date of initial detection of facts that constitute a basis for filing the report.

3. The Bank Secrecy Act requires that each financial institution (including a money services business) file currency transaction reports (CTRs) in accordance with the Department of the Treasury implementing regulations (31 CFR Chapter X). These regulations require a financial institution to file a CTR (FinCEN Form 104) whenever a currency transaction exceeds $10,000. If a currency transaction exceeds $10,000 and is suspicious, a money transmitter, or issuer, seller or redeemer of money orders and/or traveler's checks or currency dealer or exchanger must file two forms, a CTR to report the currency transaction and a SAR-MSB to report the suspicious aspects of the transaction. If the suspicious activity involves a currency transaction that is $10,000 or less, the institution is only required to file a SAR-MSB. Appropriate records must be maintained in each case. See 31 CFR Chapter X.

B. Abbreviations and Definitions

1. EIN -- Employer Identification Number
2. IRS -- Internal Revenue Service
3. ITIN -- Individual Taxpayer Identification Number
4. SSN -- Social Security Number
5. Instruments -- includes Money order(s) and/or Traveler's Check(s)

6. Redeemer --A business that accepts instruments in exchange for currency or other instruments for which it is not the issuer is a redeemer. The MSB definition in 31 CFR 1010.100(ff)(4) extends to "redeemers" of money orders and traveler's checks only insofar as the
instruments involved are redeemed for monetary value — that is, for currency or monetary or other negotiable or other instruments. The taking of the instruments in exchange for goods or general services is not redemption under BSA regulations.

C. General Instructions

1. This form should be e-filed through the Bank Secrecy Act E-filing System. Go to http://bsaefiling.fincen.treas.gov/index.jsp to register. This form is also available for download on the Financial Crimes Enforcement Network's Web site at www.fincen.gov, or may be ordered by calling the IRS Forms Distribution Center at (800) 829-3676.

2. If not filed electronically or through magnetic media, send each completed suspicious activity report to:

Electronic Computing Center-Detroit
ATTN: SAR-MSB
P.O. Box 33117
Detroit, MI 48232-5980

3. While all items should be completed fully and accurately, items marked with an asterisk (*) must be completed according to the provisions of paragraph 4 below.

4. If the information for a item marked with a asterisk (*) is not known or not applicable, enter special response "XX" to complete the item. To indicate "Total amount" as unknown, check the box provided. Non-asterisk fields should be left blank if the information is unknown or not applicable.

5. Complete each suspicious activity report by providing as much information as possible on initial and amended or corrected reports.

6. Do not include supporting documents when filing the suspicious activity report . Retain a copy of the suspicious activity report and all supporting documentation or business record equivalent in your files for five (5) years from the date of the report. All supporting documentation (such as copies of instruments; receipts; sale, transaction or clearing records; photographs, surveillance audio and/or video recording medium) must be made available to appropriate authorities upon request.

7. Type or complete the report using block written letters.

8. If more than one subject is being reported, use as many copies of the Part I Subject Information page as necessary to record the additional subjects. Attach the additional page(s) behind page 1. If more than one transaction location is being reported, use as many copies of the Part III Transaction Location Information page as necessary to record the additional locations. Attach the additional page(s) behind page 2. If more space is needed for the Part VI Narrative, add as many blank continuation pages as necessary to complete the narrative. Attach the additional pages behind page 3.

If more space is needed to complete any other item, identify that item in Part VI by "item number" and provide the additional information.

9. Enter all **dates** in MM/DD/YYYY format where MM = month, DD = day, and YYYY = year. Precede any single number with a zero, i.e., 01, 02, etc.

10. Enter all **telephone numbers** with (area code) first and then the seven numbers, using the format (XXX) XXX-XXXX. List fax and international telephone numbers in Part VI.

11. Always enter an **individual's name** by entering the last name, first name, and middle initial (if known). If a legal entity is listed, enter its legal name in the last name item and trade name in the first name item.

12. Enter all **identifying numbers** (alien registration, driver's license/state ID, EIN, ITIN, Foreign National ID, passport, SSN, vehicle license number, etc.) starting from left to right. Do not include spaces or other punctuation.

13. Enter all **ZIP Codes** with at least the first five numbers (ZIP+4, if known).

14. Enter all **monetary amounts** in U.S. Dollars. Use whole dollar amounts rounded up when necessary. Use this format: $000,000,000. If foreign currency is involved, record the currency amount in U.S. Dollars, name, and country of origin in the Part VI narrative.

15. Addresses, general. Enter the permanent street address, city, two letter state/territory abbreviation used by the U.S. Postal Service, and ZIP code (ZIP+4, if known) of the individual or entity. A post office box number should not be used for an individual, unless no other address is available. For an individual also enter any apartment number or suite number and road or route number. If a P.O. Box is used for an entity, enter the street name, suite number, and road or route number. If the address is in a foreign country, enter the city, province or state if Canada or Mexico, and the name of the country. Complete any part of the address that is known, even if the entire address is not known. Enter XX in any unknown item. If a state or country is unknown, enter "XX" in the item.

D. Item Preparation Instructions

Item 1. Check the box if this report amends (adds missing data) or corrects errors in the prior report. (See Part V, item "s").

Item 1a-- Check this box if this is a recurring report filed on continuing activity.

Part I Subject Information

Item 2 Multiple subjects. Check this box if multiple subjects are involved. Attach Part I Subject continuation pages behind page 1 to account for all additional subjects involved in the suspicious activity.

Item 3 Subject type. Check box "**a**" if the subject purchased a money order(s) or traveler's check(s) or sent a money transfer(s). Check box "**b**" if the subject cashed a money order(s) or traveler's check(s) or received payment of a money transfer(s). Check box "**c**" if both "**a**" and "**b**" apply. If the transaction is a currency exchange check box "c." Check box "**d**" Other and describe in Part VI if the subject is an individual other than a customer. Examples are MSB employees and agents.

Items 4, 5, and 6 *Name of subject. See General Instruction 11. Enter the name of the subject individual in Items 4 through 6. If the MSB knows that the individual has an "also known as" (AKA) or "doing business as" (DBA) name, enter that name in Part VI. If the subject is an entity, enter the legal name in Item 4 and the trade or DBA name in item 5. If the legal name is not known, enter the DBA name in Item 4. If there is more than one subject, use as many Part I Subject Information continuation pages as necessary to provide the information about each subject. Attach the additional copies behind page 1. When there is more than one purchaser and/or payee (*e.g.*, two or more transactions), indicate in Part VI whether each subject is a purchaser or payee and identify the instrument or money transfer information associated with each subject. If part of an individual's name is unknown, enter "XX" in the appropriate name item. If the subject is an entity, enter "XX" in Item 5 (if the trade or legal name is not known) and in Item 6.

Items 7 - 11 *Permanent address. See General Instructions 13 and 15. Enter "XX" if the street address, city, and ZIP Code items are unknown or not applicable. Enter "XX" if the state or country is not known.

Item 12 *Government issued identification (if available). See General Instruction 12. Check the box showing the type of document used to verify subject identity. If you check box "**z Other**", be sure to specify the type of document used. In box "**e**" list the number of the identifying document. In box "**f**" list the issuing state or country. If more space is required, enter the additional information in Part VI. If the subject is an entity or an individual's identification was not available, check box "z" and enter "XX" in "Other."

Item 13 *SSN/ITIN (individual) or EIN (entity). See General Instruction 12 and definitions. If the subject named in Items 4 through 6 is a U.S. Citizen or an alien with a SSN, enter his or her SSN in Item 13. If that person is an alien who has an ITIN, enter that number. For an entity, enter the EIN. If the SSN, ITIN, or EIN was unknown or not applicable, enter "XX" in this item.

Item 14 *Date of birth. See General Instruction 9. If the subject is an individual, enter the date of birth. If the month and/or day is not available or unknown, fill in with zeros (*e.g.*, "01/00/1969" indicates an unknown date in January, 1969).

Item 15 Telephone number. See General Instruction 10. Enter the U.S. home or business number for individual or entity. List foreign telephone numbers and any additional U.S. numbers (*e.g.*, hotel, etc.) in Part VI.

Part II Suspicious Activity Information

Item 16 *Date or date range of suspicious activity. See General Instruction 9. Enter the date of the reported suspicious activity in the "**From**" field. If more than one day is involved, indicate the duration of the activity by entering the first date in the "**From**" field and the last date in the "**To**" field.

Item 17 *Total dollar amount. See General Instruction 14. **If unknown, check box 17a.** If the suspicious activity only involved purchases, or redemptions, or currency exchanges, enter the total U.S. Dollar value involved in the reported activity. For instance, if multiple money orders from more than one issuer were redeemed, enter the total of all money orders redeemed. If multiple activities are involved, such as a redemption of money orders combined with purchase of a money transfer, enter the largest activity amount in Item 17. For instance, if the transaction involved redeeming $5,000 in money orders and purchase of a $3,500 money transfer , the Item 17 amount would be $5,000.

Item 18 *Category of suspicious activity. Check the box(es) which best identifies the suspicious activity. Check box "b Structuring" when it appears that a person (acting alone, in conjunction with, or on behalf of other persons) conducts or attempts to conduct activity designed to evade any record keeping or reporting requirement of the Bank Secrecy Act. If box "**d**" is checked, specify the type of suspicious activity which occurred. Describe the character of such activity in Part VI. Box "**z**" should only be used if no other type of suspicious activity box

no other type of suspicious activity box adequately categorizes the transaction.

Item 19 *Financial services involved. Check any of boxes "a" through "e" that apply to identify the services involved in the suspicious activity. If box "z" is checked, briefly explain the service on the following line. If "unusual use" is involved, check the appropriate service box(s) and box "z" and note "unusual use" and explain in Part VI. Check all of boxes "1" through "10" that apply to describe the character of the suspicious activity.

Item 20 *Purchases and redemptions (See definition 6 on page 1 of the instructions)**.** Enter information about purchases or redemptions of money orders, traveler's checks, or money transfers. Check the appropriate box in column "P" or "R" to identify the entry as a purchase or redemption. Enter the name of the issuers, the total number of instruments purchased or redeemed, and the total amount of the instruments. You can enter up to three issuers in each instrument category. If more than three issuers are involved, enter the information on the additional issuers in Part VI.

Item 21 *Currency Exchanges. Record up to two currency exchanges made by the subject(s). Check the box "If bulk small currency" if a large number of small bills was used to pay for the currency exchange. Enter the name of the currency or type of monetary instrument used to pay for the exchange, and the two-digit code for the country that issued the currency. An example of this would be "Pesos" for the name of the currency and "MX" representing Mexico as issuer of the currency. Enter the name of the currency received in exchange and the two-digit code for the country that issued the currency. Enter the value of the exchange in U.S. Dollars. If there were more than two currency exchanges, enter the information about the additional exchanges in Part VI.

Part III Transaction Location Information

Item 22 Multiple selling and/or paying business locations. Check the box if the reported activity occurred at multiple selling and/or paying business locations. Fill out as many Part III Transaction Location Information sections as necessary to record all locations. Attach the additional sections behind page 2 of the SAR-MSB.

Item 23 Type of business location(s). Check box "**a**" if this is the selling location where the customer purchases a money order(s) or traveler's check(s), or initiated a money transfer(s), or exchanged currency. Check box "**b**" if this is the paying location where the customer cashed a money order(s) or traveler's check(s) or received payment of a money transfer(s). Check box "**c**" if multiple transactions are reported and the business was both a selling and paying location for one or more transactions.

Item 24 *Legal name of business. Enter the legal name of the business where the transactions took place.

Item 25 Doing business as. Enter the trade name by which the business is commonly known.

Items 26-29, 32 *Transaction location address. Enter the transaction location address by following General Instructions 13 and 15.

Item 30 *EIN (entity) or SSN/ITIN (individual). See General Instruction 12 and definitions. If the business identified in Item 24 has an EIN, enter that number in Item 30. If not, enter individual owner's SSN or ITIN.

Item 31 *Business telephone number. See General Instruction 10. Enter the telephone number of the business listed in Item 24.

Item 32 Country code. Enter the 2-digit country code if not US.

Item 33 Internal control/file number (If available). Enter any internal file or report number assigned by the reporting institution to track this report. This information will act as an identification aid if contact is required.

Part IV Reporting Business Information

Item 34 Check this box and go to Part V if the reporting business is the same as the Part III Transaction Location. If the reporting business is different, complete Part IV.

Item 35 *Legal name of business. Enter the legal name of the reporting business.

Item 36 Doing business as. Enter the trade name by which the reporting business is commonly known (if other than the legal name).

Items 37-40, 43 *Reporting business address. Enter the reporting business address by following General Instructions 13 and 15.

Item 40 *EIN (entity) or SSN/ITIN (individual). See General Instruction 12 and definitions. If the business identified in Item 35 has an EIN, enter that number in Item 41. If not, enter individual owner's SSN or ITIN.

Item 42 *Business phone number. Enter the telephone number of the reporting business. If the reporting business telephone number is a foreign telephone number, leave Item 44 blank and enter the number in the Part VI Narrative. See General Instruction 10.

Item 43 Country code. Enter the 2-digit country code if not US.

Item 44 Internal control/file number (If available). Enter any internal file or report number assigned by the reporting institution to track this report. This information will act as an identification aid if contact is required.

Part V Contact for Assistance

Item *45-- Designated contact office. Enter the name of the office that the financial institution has designated to receive request for assistance with this report. This office must have an individual knowledgeable of this report available during regular business hours.

Item *46--Phone number. See General Instruction B10. Enter the work telephone number of the contact office.

Item *47--Date filed. See General Instruction B9. Enter the date this report was filed. For electronic filing, it is the date that the report was e-filed using BSA Direct. For magnetic media filing, it is the date the magnetic media was forwarded to DCC. For all other filers, it is the date the financial institution completed the final review and mailed/submitted the report to DCC.

Item 48--Agency. If this report is filed by an agency other than an MSB, such as a federal or state examiner, enter the name of the reporting agency in Item 48.

Part VI Suspicious Activity Information -- Narrative*

Enter a narrative describing all aspects of the suspicious activity not covered by form data items. See page 3 of the form for instructions on completing the narrative. If the initial Part VI narrative page is not sufficient, use as many Part VI Narrative continuation pages as necessary to complete the narrative. Attach the continuation pages behind the initial narrative page. **Legal disclaimers will not be included in this narrative.**

Paperwork Reduction Act Notice

The purpose of this form is to provide an effective means for a money services business (MSB) to notify appropriate law enforcement agencies of suspicious transactions and activities that occur by, through, or at an MSB. This report is authorized by law, pursuant to authority contained in 31 U.S.C. 5318(g). Information collected on this report is confidential (31 U.S.C. 5318(g)). Federal regulatory agencies, State law enforcement agencies, the U.S. Departments of Justice and Treasury, and other authorized authorities may use and share this information. Public reporting and record keeping burden for this form is estimated to average 60 minutes per response, and includes time to gather and maintain information for the required report, review the instructions, and complete the information collection. Send comments regarding this burden estimate, including suggestions for reducing the burden, to the Office of Management and the Budget, Paperwork Reduction Project, Washington, DC 20503 and to the Financial Crimes Enforcement Network, Attn.: Paperwork Reduction Act. P.O. Box 39, Vienna VA 22183-0039. The agency may not conduct or sponsor, and an organization (or a person) is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

EXHIBIT D

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL SERVICES OF AMERICA SUMMARY OF LAWS

FINANCIAL SERVICE CENTERS OF AMERICA, INC.

Summary of State Check Cashing Laws - Updated August 2013

STATE	STATUTORY CITATION	PERMISSIBLE CHECK CASHING FEES				LICENSE OR REGISTRATION REQUIRED	NOTABLE EXEMPTIONS TO REGULATION
		Public Assistance/ Social Security Checks/ Other Government Issued Checks	Personal	Other Checks (e.g. Payroll) and Money Orders	Statutorily Authorized Account Set-up/Membership Fee		
Arizona	Ariz. Rev. Stat. §44-1361	3% of the face amount of the payment instrument or $5, whichever is greater, for cashing any payment instrument issued by an agency of the United States or of Arizona or any political subdivision of the United States or of Arizona.	No cap.		None.	A license or registration is not required.	Check casher means any person who engages in the business of cashing payment instruments more than 10 times in any calendar year and who receives compensation of at least $500 during any 30 day period for cashing payment instruments.
California	Cal. Civ. Code §1789.30	3% with valid identification for government checks, or 3.5% without identification, or $3, whichever is greater.	12% of the face value of a personal check.	3% with valid identification for payroll checks, or 3.5% without identification, or $3, whichever is greater.	Permitted to charge an amount not greater than $10 to set up an initial account and issue an optional identification card.	A permit is required.	The law does not apply to a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a fee not exceeding $2 as a service to its customers that is incidental to its main purpose or business.
Connecticut	Conn. Gen. Stat. §36a-580	1% for state drawn checks payable within the state to recipients of public assistance.	2% or $1, whichever is greater.		None.	A license is required.	The law does not apply to businesses that do not charge more than .50¢ for cashing a check, draft or other instrument.
Delaware	Del. Code Ann. Tit. 5 §2701	2%, or $4, whichever is greater, for cashing a check, draft or money order.			None.	A license is required.	The law does not apply when checks, drafts or money orders are cashed by any person as an incident to the conduct of any other lawful business where not more than 10¢ is charged for cashing each check, draft or money order.
Florida	Fla. Stat Ann. §560.303	3% or $5, whichever is greater, if payment instrument is for state public assistance or social security.	10% or $5, whichever is greater, for personal checks.	5% of the face amount of the payment instrument, or $5, whichever is greater; 10% or $5, whichever is greater for money orders.	Direct costs of verification, not to exceed $5, as established by rule.	A license is required.	The law does not apply to persons engaged in the cashing of payment instruments that have an aggregate face value of less than $2,000 per person per day and that are incidental to the retail sale of goods or services whose compensation for cashing payment instruments at each site does not exceed 5% of the total gross income from the retail sale of goods or services by such person during the last 60 days.
Georgia	GA. Code Ann. §7-1-700	3% or $5, whichever is greater, for state public assistance or social security payable to the bearer of the check.	10% or $5, whichever is greater, for personal checks.	5% of the face amount of the check or draft or $5, whichever is greater; 10% or $5, whichever is greater for money orders.	None.	A license is required.	A business may register (rather than be licensed) as a check casher if it engages in cashing checks, money orders, or other drafts for a fee limited to the greater of $2 or 2% of the face amount of the check, whichever is greater. A registered casher of checks is not permitted to advertise its check cashing services.

STATE	STATUTORY CITATION	PERMISSIBLE CHECK CASHING FEES				LICENSE OR REGISTRATION REQUIRED	NOTABLE EXEMPTIONS TO REGULATION
		Public Assistance/ Social Security Checks/ Other Government Issued Checks	Personal	Other Checks (e.g. Payroll) and Money Orders	Statutorily Authorized Account Set-up/Membership Fee		
Hawaii	Haw. Rev. Stat. §480F-1	3% of face amount of the check or $5, whichever is greater, for state public assistance or social security payable to the bearer of the check.	10% or $5, whichever is greater, for personal checks.	5% or $5 of face amount, whichever is greater, for all other checks; 10% or $5, whichever is greater for money orders.	Limit of $10 to set up an initial account and issue an optional membership or identification card.	A license or registration is not required.	The law does not apply to any person who is principally engaged in the bona fide retail sale of goods or services, and who, either as incident to or independent of the retail sale or service, from time to time cashes items for a fee or other consideration, where not more than $2, or 2% of the amount of the check, whichever is greater, is charged for the service.
Illinois	815 Ill. Comp. Stat. Ann. §315/2; 38 Ill Adm. Code 130.30	1.4% of face amount plus a service charge of $1 on all checks $100 or less; 2.25% on checks greater than $100.	1.4% of face amount plus a service charge of $1 on all checks $100 or less; 2.25% on checks greater than $100.	1.4% of face amount plus a service charge of $1 on all checks $100 or less; 2.25% on checks greater than $100.	None.	A license is required.	A merchant may offer check cashing services, in the course of such business and only as an incident thereto, and may charge fees for each check cashed provided that the check cashing services are incidental to the main business of the merchant. The merchant cannot charge fees in excess of the greater of .50¢ or 1% of the face value of the check cashed.
Indiana	Ind. Code §28-8-5	5% of the face amount or $5, whichever is greater.	10% of the face amount of a personal check or $10, whichever is greater.	5% of the face amount or $5, whichever is greater, for all other checks.	None.	A license is required.	The law does not apply to person principally engaged in the bona fide retail sale of goods or services if: (1) the person, either incidental to or independent of a retail sale of goods or services, from time to time cashes checks; and (2) the consideration charged for cashing checks does not exceed $5.
Kentucky	Ky. Rev. Stat. Ann. §286.9-010	No cap; licensee must conspicuously display a schedule of all fees and charges for authorized services.			None.	A license is required.	The law does not apply to any person who cashes checks without receiving, directly or indirectly, any consideration or fee. The law also does not apply to any person principally engaged in the retail sale of goods or services who, either as an incident to or independently of a retail sale, from time to time cash checks for a fee or other consideration.
Louisiana	La. Rev. Stat. Ann. §6:1001	2% of the face amount of the check or $5, whichever is greater, for government issued checks.	10% of the total amount of the check presented for cashing or $5, whichever is greater, for all other checks or money orders.		None.	A license is required (a person may engage in business at more than one location with one license).	The law does not apply to a business that cashes a check, draft, money order, or traveler's check, or other commercial paper if the fee charged does not exceed $2 and the currency exchange is incidental to the primary business.
Maine	Me. Rev. Stat. Ann. tit. 32, §6131	3% with identification, or 4% without identification, or $5, whichever is greater, if state public assistance or social security.	10% or $5, whichever is greater, for personal checks.	5% of the face amount of the payment instrument with identification, or 6% without identification, or $5, whichever is greater; 10% or $5, whichever is greater, for money orders.	None.	Registration is required.	The law does not apply to a person who is primarily engaged in the business of selling tangible personal property or services at retail and does not derive more than 5% of its income from check cashing.
Maryland	Md. Code Ann., Fin. Inst. §12-101	2% of the face amount of the payment instrument or $3, whichever is greater, for government checks.	10% or $5 of face amount of the payment instrument, whichever is greater, for personal checks.	4% of face amount of the payment instrument or $5, whichever is greater, for all other payment instruments.	A licensee may charge a one-time membership fee not to exceed $5.	A license is required.	The law does not apply to check cashing services where a fee of up to 1.5% of the face amount of the payment instrument is charged and that are incidental to the retail sale of goods or services by the person that is providing the check cashing services.
Massachusetts	Mass. Gen. Laws Ann. ch. 169A §1	No cap; schedule of fees and charges to be charged for the cashing of checks, drafts or money orders must be filed annually by each licensee with the commissioner.			None.	A license is required.	A license is required only if a person engages in cashing checks, drafts or money orders for consideration in excess of $1 per item.
Minnesota	Minn. Stat. Ann. §53A.01	No cap; fees charged by licensees at each location for check cashing services must be filed with and approved by the Commissioner of Commerce.			None.	A license is required. A license cannot be issued if the proposed place of business is located within one-half mile of another licensed currency exchange business.	The law does not apply to a person who provides check cashing services incidental to the person's primary business if the charge for cashing a check or draft does not exceed $1 or 1% of the value of the check or draft, whichever is greater.
Mississippi	Miss. Code Ann. §75-67-501 (sunset provision in effect until July 1, 2015)	3% or $5, whichever is greater, for government checks.	10% or $5, whichever is greater, for personal checks.	5% or $5, whichever is greater, for all other checks or money orders.	None.	A license is required.	Any person principally engaged in the retail sale of goods or services who, either as an incident to or independently of a retail sale, may from time to time cash checks for a fee, not exceeding 3% of the face amount of the check or $10, whichever is greater. The fee must be conspicuously posted for public view.

Nevada	Nev. Admin. Code §604A.010	No cap; customer must receive and sign a written fee notice prior to transaction.			None.	A license is required.	None.
New Jersey	N.J. Stat. Ann. §17:15A-31	1% or 90¢, whichever is greater, for public assistance checks; 1.5% or 90¢, whichever is greater, for social security checks.	2.21% or $1, whichever is greater, of the face amount for checks drawn on a depository institution or other financial entity.		None.	A license is required. No office or mobile office can be located within 2,500 feet of an existing licensee.	None.
New York	N.Y. McKinney's Bank Law §366; 3 NY ADC 400.12	1.95% of the amount of the check, draft or money order, or (b) $1, whichever is greater (fee is subject to annual adjustment based on increase in regional consumer price index).		1.95% of the amount of the check, draft or money order, or (b) $1, whichever is greater (fee is subject to annual adjustment based on increase in regional consumer price index); there is no fee limitation for the cashing of commercial checks.	None.	A license is required. No license shall be issued to an applicant for a license, at a location to be licensed which is closer than one thousand five hundred eighty-four feet (three-tenths of a mile) from an existing licensee.	The law does not apply when checks, drafts or money orders are cashed, other than by a licensee, without a consideration or charge; nor when checks, drafts or money orders are cashed, other than by a licensee, as an incident to the conduct of any other lawful business where not more than $1 is charged for cashing each check.
North Carolina	N.C. Gen. Stat. §53-275	3% of the face amount or $5, whichever is greater, for all government checks.	10% or $5, whichever is greater, for personal checks.	5% or $5, whichever is greater, for all other checks or money orders.	None.	A license is required.	The law does not apply to any person or entity principally engaged in the bona fide retail sale of goods or services, who either as an incident to or independently of a retail sale or service and not holding itself out to be a check-cashing service, from time to time cashes checks, drafts, or money orders for a fee or other consideration, where not more than $2 is charged for the service.
Ohio	Ohio Rev. Code Ann. §1315.21	3% of the face amount for state and federal government checks.	No cap.	No cap.	None.	A license is required.	The law does not apply to a business that is primarily engaged in the business of selling tangible personal property or services at retail and does not derive more than 5% of the person's gross income from the cashing of checks.
Oregon	OR. St. Ann. 697.500	$5 or 2% of the face value of the payment instrument, whichever is greater, for federal/state government checks if the person cashing the payment instrument provides valid government-issued identification; $5 or 2.5% of the face value of the payment instrument if without valid government-issued identification; $5 or 3% of the face value of the payment instrument, whichever is greater, for government checks issued by other states with valid government-issued identification; $5 or 3.5% of the face value of the payment instrument, whichever is greater, for government checks issued by other states if without valid government-issued identification; total amount charged for cashing any check cannot be more than $100.00.	$5 or 10% of the face value of the payment instrument, whichever is greater; total amount charged for cashing any check cannot be more than $100.00.	$5 or 3% of the face value of the payment instrument, whichever is greater, for payroll checks with valid government-issued identification; $5 or 3.5% of the face value of the payment instrument, whichever is greater, if without valid government-issued identification; any other payment instrument, $5 or 10% of the face value of the payment instrument, whichever is greater; total amount charged for cashing any check cannot be more than $100.00.	None.	A license is required.	The law does not apply to a person engaged in the bona fide retail sale of goods or services and not purporting to be a check-cashing business that, as an incident of or independent of a retail sale or service, from time to time cashes payment instruments for a fee, service charge or other consideration but does not charge more than $2 or 2% of the face value of the payment instrument, whichever is greater.
Pennsylvania	Pa. Stat Ann. Tit. 63, § 2301	2.5% of the face amount of government assistance checks, if the payee submits valid identification.	10% for personal checks.	3% for payroll checks.	A fee not to exceed $10 is permitted to cover the cost of investigating a new customer's credit.	A license is required.	None.
Rhode Island	R.I. Gen. Laws §19-14.4-1	3% of the face amount of the check or $5, whichever is greater, for state public assistance or social security checks.	10% or $5, whichever is greater, for personal checks.	5% or $5, whichever is greater, on all other checks.	None.	A license is required.	The law does not apply to persons engaged in the business of cashing checks where that business is incidental to the person's retail sale of goods or services and the person charges not more than .50¢ per check cashed.
South Carolina	S.C. Code Ann. §34-41-10	2% of the face amount of the check or $3, whichever is greater.	7% or $5, whichever is greater.	2% of the face amount of the check or $3, whichever is greater, for electronically printed payroll checks; 7% or $5, whichever is greater, for all other checks, including handwritten payroll checks and money orders.	None.	A license is required (two levels: Level I and II). Level II cannot engage in payday advance transactions.	The law does not apply to any person or entity principally engaged in the bona fide retail sale of goods or services, who either as an incident to or independently of a retail sale or service and not holding itself out to be a Level I or Level II check-cashing service, from time to time cashes checks, drafts, or money orders without a fee or other consideration.

STATE	STATUTORY CITATION	PERMISSIBLE CHECK CASHING FEES				LICENSE OR REGISTRATION REQUIRED	NOTABLE EXEMPTIONS TO REGULATION
		Public Assistance/ Social Security Checks/ Other Government Issued Checks	Personal	Other Checks (e.g. Payroll) and Money Orders	Statutorily Authorized Account Set-up/Membership Fee		
Tennessee	TN Code Ann. §45-18-101	3% or $2, whichever is greater of the face amount of the payment instrument, for public assistance or social security checks.	10% or $5, whichever is greater, for personal checks.	5% or $5, whichever is greater, for all other checks.	Licensees may charge a customer a one-time membership fee not to exceed $10	A license is required.	The law does not apply to persons engaged in the cashing of payment instruments which is incidental to the retail sale of goods or services whose compensation for cashing payment instruments at each site does not exceed 5% of the gross receipts from the retail sale of goods or services by such person during its most recently completed fiscal year.
Utah	Utah Code Ann. §7-23-101	No cap; a check casher is required to post a complete schedule of all fees for cashing a check in a conspicuous location at its premises that can be viewed by a person cashing a check.			None.	Registration is required.	The law does not apply to a person that cashes a check in a transaction that is incidental to the retail sale of goods or services and for consideration that does not exceed the greater of: (i) 1% of the amount of the check; or (ii) $1.
Vermont	Vt. Stat. Ann. Tit. 8, §2500	3% of the face amount or $2, whichever is greater, for state public assistance or social security checks, if the customer cashing the payment instrument is the named payee.	10% or $5, whichever is less, for personal checks.	5% or $5, whichever is greater, for all other checks; 10% or $5, whichever is less, for money orders.	Licensees may charge a customer a one-time membership fee not in excess of $10	A license is required.	A seller of goods or services that cashes payment instruments incidental to or independent of a sale and does not charge for cashing the payment instrument a fee in excess of $ 1 per instrument.
Virginia	Va. Code Ann. § 6.2-2100	No cap; registrant must file a statement of the fees charged at every location with the Commissioner. A notice stating the fees charged for cashing items must be conspicuously posted and displayed at all times.			None.	Registration is required.	The law does not apply to any person not holding himself/herself out to be a check cashing service, which is principally engaged in the bona fide retail sale of goods or services, who either as an incident to or independently of such retail sale or service, from time to time cashes items for a fee or other consideration, where not more than $2 or 2% of the amount of the item, whichever is greater, is charged for the service.
Washington	Wash. Rev. Code Ann. §31.45.010	No cap; a schedule of the fees and the charges for the cashing of checks, drafts, money orders, or other commercial paper serving the same purpose shall be conspicuously and continuously posted in every licensed location.			None.	A license is required.	Director of Financial Institutions may grant a total or partial exemption to persons not primarily engaged in the business of cashing or selling checks upon concluding that such an exemption would not be detrimental to the public.
Washington, D.C.	DC Code Ann §26-301	2% of the face amount or $3, for government issued checks.	10% of the face amount or $5 for personal checks.	4% or $5 of the face amount for payroll and all other checks; 10% of the face amount or $5 for money orders.	A licensee may charge a customer a one-time membership fee not to exceed $ 5.	A license is required.	The law does not apply to any person who cashes checks for no consideration or charge.
West Virginia	W. Va. Code Ann. §32A-3-1	1% of the face value cashed or $1, whichever is greater.			None.	A license is required. Merchants deriving more than 5% of gross revenues from cashing checks must obtain the proper license from state Division of Banking.	A merchant primarily in the business of making retail consumer sales may offer check cashing services at its stores to accommodate its customers in the course of said business, and may collect a fee for the service, if the check cashing service and any fees charged are incidental to the main business of the merchant. Where a merchant derives more than 5% of gross revenues from cashing checks, the check cashing services are not considered incidental to the main business of the merchant, and the merchant is required to be licensed.
Wisconsin	Wis. Stat. Ann. §218.05	No cap.			None.	A license is required.	None.

The following states do not have a statutory or regulatory framework governing specifically check cashing services:

Alabama, Alaska, Arkansas, Colorado, Idaho, Iowa, Kansas, Michigan, Missouri, Montana, Nebraska, New Hampshire, New Mexico, North Dakota, Oklahoma, South Dakota, Texas and Wyoming.

DISCLAIMER: The Summary of State Check Cashing Laws has been compiled for information purposes for FiSCA members only. To the best of our knowledge, this information is current, but FiSCA cannot make assurances that there have not been changes. FiSCA encourages the reader to obtain the advice of counsel with respect to the subject matter of this document.

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EXHIBIT E

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

INITIAL PURCHASES LIST

UNITED FINANCIAL SERVICES GROUP

INITIAL CENTER PURCHASES LIST

Furniture, Fixtures & Equipment

Architectural Services
Teller Stations
B/R Glass

Lobby Flooring
Floor Mats
Carpet
Cove Base

B/R Panels
In-Ground Safes
Cash Drawers & Trays
Above-Ground Safes
Office Furniture
Office Equipment
Menu Board
Exterior Signs
Interior Signs
Computer Hardware
Software (including initial one year of maintenance)
System Setup
Business Stationary
Promotional Items
Security System

General Contractor
$50/sq. x 1,000 sq. ft.

UNITED FINANCIAL SERVICES GROUP

INITIAL KIOSK CENTER PURCHASES LIST

Furniture, Fixtures & Equipment

Architectural Services
1-2 Teller Stations
B/R Glass
Carpet
B/R Panels
Safe
Cash Drawers & Trays
Office Furniture
Office Equipment
Menu Board
Exterior Signs
Interior Signs
Computer Hardware
Software (including initial one year of maintenance)
System Setup
Business Stationary
Promotional Items
Security System

General Contractor
$10,000-$15,000

EXHIBIT F

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

STATE	REGULATORY AGENCY	AGENT FOR PROCESS
California	Corporations Commissioner Department of Corporations 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500; (866) 275-2677	Corporations Commissioner Department of Corporations 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344
Connecticut	Connecticut Department of Banking, Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233	Connecticut Department of Banking, Securities and Business Investments Division 260 Constitution Plaza Hartford, CT 06103
Florida	Florida Department of Agriculture & Consumer Services Bob Crawford, Commissioner Post Office Box 6700 Tallahassee, FL 32314-6700 (904) 488-3022	
Illinois	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
Kentucky	Kentucky Attorney General Post Office Box 2000 Frankfort, KY 40602-2000 (502) 573-7600	
Maine	Securities Administrator Bureau of Banking Securities Division State House Station Augusta, Maine 04333	
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Franchise Administrator 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 373-7117	

STATE	REGULATORY AGENCY	AGENT FOR PROCESS
Minnesota	Commerce Analyst Supervisor Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-4520	Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198
Nebraska	Staff Attorney Department of Banking and Finance 1200 N Street, Suite 311 P.O. Box 95006 Lincoln, NE 68509 (402) 471-3445	(Not Applicable)
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Carolina	Secretary of State Legislative Office Building, Room 404 300 North Salisbury Street Raleigh, NC 27611 (919) 733-4201	
North Dakota	Franchise Examiner State Capitol, 5th Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner State Capitol, 5th Floor 600 East Boulevard Bismarck, ND 58505-0510
Rhode Island	State of Rhode Island and Providence Plantations Dept. of Business Regulation – Securities Division John O. Pastore Complex – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9587	Director of the Rhode Island Department of Business Regulation John O. Pastore Complex – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Franchise Administrator Division of Securities 445 East Capitol Avenue Pierre, SD 57501 (605) 773-4823	Director of the Division of Securities 445 East Capitol Avenue Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities & Retail Franchising 1300 E. Main Street, 9th Floor	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219

STATE	REGULATORY AGENCY	AGENT FOR PROCESS
	Richmond, VA 23219 (804) 371-9051	
Washington	Washington State Department of Financial Institutions, Securities Division 150 Israel Road S.W. Tumwater, WA 98501 (360) 902-8760	Administrator of Securities 150 Israel Road S.W. Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor Madison, WI 53703 (608) 266-8557	Commissioner of Securities 345 W. Washington Ave., 4th Floor Madison, WI 53703

EXHIBIT G

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

UNITED FINANCIAL SERVICES GROUP, INC.

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

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UNITED FINANCIAL SERVICES GROUP, INC.
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YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors and Shareholders
United Financial Services Group, Inc.
Philadelphia, Pennsylvania

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of United Financial Services Group, Inc. which comprise the balance sheets as of December 31, 2022, 2021, and 2020, and the related statements of income and accumulated deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of United Financial Services Group, Inc. as of December 31, 2022, 2021, and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Financial Services Group, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, effective January 1, 2022, United Financial Services Group, Inc. adopted new accounting guidance for leases. The guidance requires lessees to recognize a right-of-use lease asset and corresponding lease liability and lessors to recognize a lease receivable and corresponding liability for all leases with lease terms greater than one year. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about United Financial Services Group, Inc.'s ability to continue as a going concern for one year after the date the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of United Financial Services Group, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about United Financial Services Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Plymouth Meeting, Pennsylvania
March 21, 2023

UNITED FINANCIAL SERVICES GROUP, INC.
BALANCE SHEETS
DECEMBER 31, 2022, 2021, AND 2020

	2022	2021	2020
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents	$ 243,693	$ 256,872	$ 226,698
Accounts Receivable, Net	206,516	248,178	206,305
Prepaid Expenses	8,155	3,917	5,236
Total Current Assets	458,364	508,967	438,239
RIGHT-TO-USE ASSET	165,822	-	-
OTHER ASSETS			
Noncurrent Accounts Receivable	27,263	2,712	22,874
Security Deposits	3,586	3,586	3,586
Total Other Assets	30,849	6,298	26,460
Total Assets	$ 655,035	$ 515,265	$ 464,699
LIABILITIES AND STOCKHOLDERS' DEFICIT			
CURRENT LIABILITIES			
Accounts Payable and Accrued Expenses	$ 53,107	$ 53,631	$ 63,389
Restricted Funds Payable - Promotional Fund	46,925	33,827	20,477
Deferred Revenue, Current Portion	32,000	32,000	32,000
Line of Credit	-	249,164	249,164
Notes Payable, Current Portion	159,364	130,000	130,000
Lease Liability, Current Portion	43,536	-	-
Paycheck Protection Program Loan	-	-	106,470
Total Current Liabilities	334,932	498,622	601,500
LONG-TERM LIABILITIES			
Deferred Revenue	8,867	40,867	72,867
Lease Liability (Less Current Maturities)	124,213	-	-
Notes Payable (Less Current Maturities)	218,121	-	-
Deferred Rent	-	-	1,419
Total Long-Term Liabilities	351,201	40,867	74,286
Total Liabilities	686,133	539,489	675,786
STOCKHOLDERS' DEFICIT			
Common Stock, No Par Value, 2,000 Shares Authorized, 1,000 Shares Issued and Outstanding	200,000	200,000	200,000
Accumulated Deficit	(231,098)	(224,224)	(411,087)
Total Stockholders' Deficit	(31,098)	(24,224)	(211,087)
Total Liabilities and Stockholders' Deficit	$ 655,035	$ 515,265	$ 464,699

See accompanying Notes to Financial Statements.

UNITED FINANCIAL SERVICES GROUP, INC.
STATEMENTS OF INCOME AND ACCUMULATED DEFICIT
YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

	2022	2021	2020
REVENUES			
Royalty Fees	$ 1,534,264	$ 1,606,565	$ 1,502,624
Promotional Fund Revenue	39,852	37,687	70,067
Other Income	52,643	273,736	80,933
Total Revenues	1,626,759	1,917,988	1,653,624
OPERATING EXPENSES	1,044,809	982,330	1,053,380
OPERATING INCOME	581,950	935,658	600,244
OTHER EXPENSE			
Interest Expense	(21,468)	(18,609)	(20,539)
NET INCOME	560,482	917,049	579,705
ACCUMULATED DEFICIT - BEGINNING OF YEAR	(224,224)	(411,087)	(179,167)
Less: Distributions to Stockholders	(567,356)	(730,186)	(811,625)
ACCUMULATED DEFICIT - END OF YEAR	$ (231,098)	$ (224,224)	$ (411,087)

See accompanying Notes to Financial Statements.

UNITED FINANCIAL SERVICES GROUP, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022, 2021, AND 2020

	2022	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	$ 560,482	$ 917,049	$ 579,705
Adjustments to Reconcile Net Income to Cash Provided by Operating Activities:			
Bad Debt	3,033	22,078	23,692
Noncash Lease Expense	1,927	-	-
Forgiveness of Paycheck Protection Program Loans	-	(210,964)	-
(Increase) Decrease in:			
Accounts Receivable	14,078	(43,789)	(5,475)
Prepaid Expenses	(4,238)	1,319	6,389
Prepaid Corporate Taxes	-	-	19,607
Increase (Decrease) in:			
Accounts Payable and Accrued Expenses	(524)	(9,758)	7,152
Restricted Funds Payable - Promotional Fund	13,098	13,350	(18,021)
Deferred Rent	-	(1,419)	(1,417)
Deferred Revenue	(32,000)	(32,000)	(32,000)
Net Cash Provided by Operating Activities	555,856	655,866	579,632
CASH FLOWS FROM FINANCING ACTIVITIES			
Distributions to Stockholders	(567,356)	(730,186)	(811,625)
Proceeds from Notes and Loans Payable	-	-	100,000
Proceeds from Paycheck Protection Program Loan	-	104,494	106,470
Principal Payments on Notes and Loans Payable	(1,679)	-	-
Net Cash Used by Financing Activities	(569,035)	(625,692)	(605,155)
NET INCREASE (DECREASE) IN CASH	(13,179)	30,174	(25,523)
Cash and Cash Equivalents - Beginning of Year	256,872	226,698	252,221
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 243,693	$ 256,872	$ 226,698
SUPPLEMENTAL CASH DISCLOSURES			
Interest Paid	$ 21,468	$ 18,609	$ 20,539
Conversion of Line of Credit to Note Payable	$ 249,919	$ -	$ -

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

United Financial Services Group, Inc. (the Company) is licensed to offer franchise agreements for check cashing centers. The franchise program includes opening assistance, training, marketing and advertising, and financing. Currently, franchises are located in nine states mostly in the Southern and Eastern United States.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation insurance limit.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Restricted Cash

The Company is responsible for the direction and administration of the Promotional Fund program on behalf of the Franchisee, as provided for in its franchise agreements. Accordingly, each franchisee is required to contribute to this program. The amounts received in the Promotional Fund are restricted for designated use. Amount not used for current year expenditures are retained for future programs. At December 1, 2022, 2021, and 2020, cash and cash equivalents include a restricted cash account for promotional fund contributions. The balance of the Promotional fund was $32,078, $27,828, $14,966, respectively.

Accounts Receivable

The Company provides an allowance for bad debts using the allowance method, which is based on management judgment considering historical information. Franchise fees and royalties due from franchisees are secured through the franchise agreement and operations of the franchisee. Payment is required 30 days after receipt of the invoice. Accounts past due for more than 90 days are individually analyzed for collectibility. In addition, an allowance is provided for other accounts when a significant pattern of uncollectibility has occurred. When all collection efforts have been exhausted, the accounts are written off against the related allowance.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equipment and Depreciation

Equipment is carried at cost. Depreciation is provided on the accelerated method over the estimated useful lives for some older assets and straight-line for the remainder. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized.

Income Taxes

The shareholders have elected to be taxed as an S corporation for federal and state tax purposes and as are taxed individually on their respective shares of the Company's income and loss. The Company is responsible for paying Philadelphia business privilege tax whereby a significant portion of any tax due is based on net income.

The Company follows the income tax standard for accounting for uncertain tax positions. The Company's tax returns are subject to review and examination by federal, state, and local authorities. The tax returns for the years 2019 to 2021 are open to examination by federal and state authorities.

Advertising

The Company expenses advertising costs relating to the promotion of franchise sales as they are incurred. The Company does not incur any direct response advertising costs. There were no advertising expenses for the years ended December 31, 2022 and 2021. For the year ended December 31, 2020, advertising expenses were $187.

Revenue Recognition

The Company generates revenue primarily through revenue from royalties and franchise fees. The Company recognizes revenue when its customer obtains control of promised goods or services in an amount that reflects the consideration which the Company expects to receive in exchange for those goods or services. To determine revenue recognition for the arrangements that the Company determines are within the scope of Topic 606, the Company performs the following five steps: (1) identify the contract(s) with a customer; (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenue when (or as) the Company satisfies a performance obligation.

Royalties

Royalty fee revenue represents an ongoing stated fee as a percentage on franchise check cashing and debit card services. Royalties are charged for the ongoing use of the Company's trademarks and proprietary information. The Company recognizes the sales-based royalties when the sales occur. The Company also has the right to charge an additional fee on gross revenue in connection with franchise business.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Franchise Fees

The Company requires that the entire franchise fee be paid upon execution of the franchise agreement, which typically has a renewable 15-year term. Revenue from sales of individual franchises, franchise transfer and franchise renewal fees (franchise fee) are recognized when the contract is signed and all significant services provided by the Company in connection with the granting of the franchise have been performed, and the franchisor has secured a banking relationship in order to support the operation of the franchise. Once paid to the Company, franchise fees are refundable if, and only if, the franchisor is unable to secure a banking relationship to support the business.

The Company's services under the franchise agreement include legal and administrative services, and initial training specific to the Company's franchise operations. The Company provides no financing to franchisees and offers no guarantees on their behalf.

The Company has adopted the practical expedient under Financial Accounting Standards Board (FASB) Accounting Standard Codification (ASC) 606 *Revenue from Contracts with Customers*, and has made an accounting policy election to recognize pre-opening services as a single performance obligation and using a residual approach, allocating 100% of the franchise fee at signing of the agreement and the satisfaction of this performance obligation. All franchise fees are reported as franchise fee revenue on the statement of income. There was no material impact on the entity's financial position and results of operations as a result of the adoption of the accounting standard practical expedient.

A reconciliation of operating franchises is as follows:

	2022	2021	2020
Franchises Operating - January 1	71	75	81
Add: Stores	-	-	-
Less: Purchased, Cancelled or Terminated	(7)	(4)	(6)
Franchises Operating - December 31	64	71	75

Other Revenue

Other revenue is related to revenues arising from a contract with a third-party funds-transfer provider under which the Company, through its franchisees, promotes the use of that provider's services over a five-year contract term, ending in April 2024. Deferred revenue resulting from advanced payments of fees due under the terms of the contract, is recognized pro-rata over the life of the contract terms.

In addition, other revenue for the year ended December 31, 2020, includes the forgiveness of Paycheck Protection Program loans.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Adoption of New Accounting Standards

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases (Topic 842)*. This new standard increases transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases.
Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the requirements of the guidance effective January 1, 2022, and has elected to apply the provisions of this standard to the beginning of the period of adoption, through a cumulative effect adjustment, with certain practical expedients available. Lease disclosures for the years ended December 31, 2022 and 2021, are made under prior lease guidance in FASB ASC 840.

The Company has elected to adopt the package of practical expedients available in the year of adoption. The Company has elected to adopt the available practical expedient to use hindsight in determining the lease term and in assessing impairment of the Company's ROU assets. This adoption allows the Company to account for existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contracts contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

As a result of the adoption of the new lease accounting guidance, the Company recognized on January 1, 2022 a lease liability of $209,633, which represents the present value of the remaining operating lease payments of approximately $216,400, discounted using the risk free rate of 1.37% and a right of use asset of $209,633. The standard had a material impact on the balance sheets but did not have an impact on the statements of operations nor cash flows. The most significant impact was the recognition of ROU asset and lease liability for operating leases on the balance sheets while the Company's accounting for its finance leases remained substantially unchanged.

Leases

The Company leases its facilities and equipment under noncancelable leases arrangements. The Company determines if an arrangement is a lease at inception. In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if the Company has obtained substantially all of the rights to the underlying asset through exclusivity, if the Company can direct the use of the asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgment.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Leases (Continued)

Operating leases are included in operating lease right-of-use (ROU) assets and operating lease liabilities on the balance sheets. Finance leases, if any, are included in property and equipment and finance lease liabilities on the balance sheets. There were no finance leases at December 31, 2022. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease.

ROU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. For leases that do not provide an implicit rate, the Company has elected to use a risk-free discount rate of a period comparable with that of the lease term for computing the present value of lease liabilities.

The operating lease ROU asset also includes any lease payments made and excludes lease incentives. The lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense for lease payments is recognized on a straight-line basis over the lease term.

The Company has elected to recognize payments for short-term leases with a lease term of 12 months or less as expense as incurred and these leases are not included as lease liabilities or right of use assets on the balance sheets.

The Company has elected not to separate nonlease components from lease components and instead accounts for each separate lease component and the nonlease component as a single lease component.

Reclassification

Certain prior year amounts have been reclassified for consistency with the current year presentation.

Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 21, 2023, the date the financial statements were available to be issued.

NOTE 2 REVENUE DISCLOSURES

Franchise Fees and Royalties

The Company currently franchise its concept across 11 states. The franchise agreement is documented in the form of a franchise agreement. The franchise agreement requires the Company to perform certain activities to support the brand that do not directly transfer the goods and services to the franchise, but instead represent a single performance obligation which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality and substantially all of the utility is derived from its association with the Company's past or ongoing activities.

NOTE 2 REVENUE DISCLOSURES (CONTINUED)

Franchise Fees and Royalties (Continued)

The Company recognizes the primary components of the transaction price as follows:

- Franchise fees are recognized as revenue when the contract is signed and all significant services provided by the Company in connection with the granting of the franchise have been performed, and the franchisor has secured a banking relationship in order to support the operation of the franchise.

- The Company is entitled to royalties based on a percentage of the franchisee's gross sales as defined in the franchise agreement, Royalty revenue is recognized when the franchisee's sales occur.

NOTE 3 REVENUES FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenues

The Company believes that the captions contained in the statements of operations appropriately reflect the disaggregation of its revenue by major type for the years ended December 31, 2022, 2021 and 2020.

Contract Receivables, Assets and Liabilities

The following are contract receivables and contract liabilities as of December 31, 2022, 2021, and 2020 and January 1, 2020:

	December 31, 2022	December 31, 2021	December 31, 2020	January 1, 2020
Accounts Receivable	$ 308,779	$ 325,890	$ 304,179	$ 304,179
Less: Allowance for for Doubtful Accounts	(75,000)	(75,000)	(75,000)	(75,000)
Accounts Receivable, Net	$ 233,779	$ 250,890	$ 229,179	$ 229,179
Contract Liability	$ 40,867	$ 72,867	$ 104,867	$ 136,867

There were no contract assets at December 31, 2022, 2021, 2020, and January 1, 2020.

NOTE 4 LINE OF CREDIT

The Company has available a $250,000 line of credit, due on demand, and secured by shareholders personal guarantees. Interest is at the bank's prime rate plus .75%, which was 4.00% at December 31, 2022. On November 16, 2022, the line of credit was converted into a seven-year loan. The amount outstanding on the line of credit as of December 1, 2021, and 2020 was $249,164.

NOTE 5 NOTES PAYABLE

At December 31, notes payable are as follows:

Description	2022	2021	2020
Loan provided by a financial institution, due in monthly payments of $3,706 with interest at 6.339%, maturing November 2029.	$ 247,485	$ -	$ -
Due to related investors; on demand, interest payable monthly at fixed rates of 6.5%.Investors are relatives of shareholders of the Company.	130,000	130,000	130,000
Total	$ 377,485	$ 130,000	$ 130,000

As of December 31, 2022, the scheduled principal payments on the note payable are as follows:

Year Ending December 31,	Amount
2023	$ 159,364
2024	31,273
2025	33,389
2026	35,605
2027	37,968
Thereafter	79,886
Total	$ 377,485

NOTE 6 PAYCHECK PROTECTION PROGRAM LOAN

On May 8, 2020, the Company received a loan in the amount of $106,470 through the federal Paycheck Protection Program (PPP). On March 17, 2021, the Company received a second loan in the amount of $104,494 through the PPP. PPP funds are a form of low interest loans where some or all of the principal and interest may be eligible for forgiveness, subject to compliance and approval based off timing and use of funds in accordance with PPP guidelines. No payments are due on the loan for six months from the date of the first disbursement of the loan and interest accrues at 1% during the deferment period. The PPP loans were both forgiven by the SBA during 2021 and the forgiveness amount of $210,964 is reflected as other income on the statement of income and accumulated deficit.

NOTE 7 LEASES

Operating Leases – ASC 842

The Company elected to apply the provision of FASB ASC 842 to the beginning of the period of adoption of January 1, 2022, through a cumulative effect adjustment, with certain practical expedients available. See Note 1.

The Company leases equipment and office facility for various terms under long-term, noncancelable lease agreements. The leases expire at various dates through 2026. In the normal course of business, it is expected that these leases will be renewed or replaced by similar leases. The agreements generally require the Company to pay real estate taxes, insurance, and repairs.

The following table provides quantitative information concerning the Company's leases:

Lease Cost:		
Operating Lease Cost	$	46,371
Short-Term Lease Costs		6,070
Total Lease Cost	$	52,441
Other Information:		
Operating Cash Flows from Operating Leases	$	44,444
Right-of-Use Assets Obtained in Exchange for New Operating Lease Liabilities	$	209,633
Weighted-Average Remaining Lease Term - Operating Leases		3.7
Weighted-Average Discount Rate - Operating Leases		1.37%

The Company classifies the total undiscounted lease payments that are due in the next 12 months as current. A maturity analysis of annual undiscounted cash flows for lease liabilities as of December 31, 2022 is as follows:

Year Ending December 31,	Operating Leases
2023	$ 45,512
2024	46,576
2025	47,636
2026	32,232
Total Lease Payments	171,956
Less: Interest	(4,206)
Present Value of Lease Liabilities	$ 167,750

NOTE 7 LEASES (CONTINUED)

Operating Leases – ASC 840

Lease disclosures for the years ended December 31, 2021 and 2020 are made under prior lease guidance in FASB ASC 840. The Company maintains various agreements for the leasing of office space and equipment under operating leases. Rental expense for the years ended December 31, 2021 and 2020, totaled $45,478 and $46,165, respectively.

Minimum future rental payments under noncancelable operating leases at December 31, 2021 and 2020 were as follows:

Year Ending December 31,	Amount
2022	$ 45,839
2023	46,907
2024	47,971
2025	47,636
2026	32,232
Total	$ 220,585

NOTE 8 RELATED PARTY TRANSACTIONS

The shareholders of the Company have an ownership interest in three related partnerships. The related partnerships own check cashing franchises. The Company pays the related partnerships management fees. No expense for the years ended December 31, 2022, 2021 and 2020 was recognized.

At December 31, 2022, 2021, and 2020 the Company owed $130,000 to friends and relatives of the shareholders of the Company. Interest is payable monthly at a fixed rate of 6.5%. Interest paid to investors for the years ended December 31, 2022, 2021, and 2020 was $8,450, $8,473, and $8,496, respectively. The note is payable on demand.

NOTE 9 401(K) SAVINGS PLAN

Employees of the Company may participate in a 401(k) savings plan, whereby the employees may elect to make contributions pursuant to a salary reduction agreement upon meeting age and length-of-service requirements. The Company has a 3% safe harbor on 100% of the compensation. The Company contributed $17,192 for the years ended December 31, 2022, 2021, and 2020.

NOTE 10 OPERATING EXPENSES

At December 31, operating expenses are as follows:

	2022	2021	2020
Advertising	$ -	$ -	$ 187
Bad Debt	3,033	22,078	23,692
Bank Charges	222	319	295
Business Taxes	5,903	1,355	7,333
Communications	17,248	15,577	22,461
Shareholder Compensation	36,000	36,000	36,000
Employee Payroll	568,847	552,587	565,525
Employee Benefits	17,192	17,192	17,192
Equipment Rental	6,071	6,070	6,145
Insurance	59,401	57,818	57,093
Licenses	1,540	1,203	1,453
Meals and Entertainment	6,732	6,320	3,420
Miscellaneous	1,066	2,095	1,160
Office Supplies	8,657	10,578	21,600
Outside Services	14,730	19,064	36,191
Payroll Taxes	46,504	45,754	46,089
Postage	856	1,511	895
Professional Fees	152,988	96,947	77,085
Promotional Fund Expense	39,852	37,687	70,067
Rent	46,371	40,296	40,903
Travel	11,596	11,879	18,327
Total Operating Expenses	$ 1,044,809	$ 982,330	$ 1,053,380

EXHIBIT H

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made between **United Financial Services Group, Inc.,** a Pennsylvania corporation ("United," "Franchisor," "we" and/or "us"), and _____**,** an _____ having an address at _____ ("Franchisee" and/or "you"). The "Effective Date" of this Agreement is the date on which it is executed below by United after having been executed by Franchisee and returned to United at its offices in Voorhees, New Jersey.

NOW, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually acknowledge and agree as follows:

1. OUR FRANCHISE AND YOUR FRANCHISE CANDIDACY

1.A. OUR FRANCHISE

Through the expenditure of money, time, and effort, United has developed a distinct and proprietary format for the operation of businesses that offer to the public a variety of financial services, such as check cashing (which includes all negotiable instruments, including, but not limited to, checks, money orders and drafts), money transfer, the sale of money orders, utility bill payments, debit cards, and prepaid services. These businesses operate in buildings that feature our interior and/or exterior trade dress, use our confidential information, policies and procedures, and Proprietary Marks (as hereafter defined), and adhere to our standards and specifications. This comprehensive format is the "United System."

As part of the United System, we also own, use, promote, and license certain valuable names, marks, logos, commercial symbols, trade dress, copyrighted materials, and other indicia of origin ("Proprietary Marks"), including, without limitation, "United Check Cashing" (and other Proprietary Marks we may later designate in writing for use in connection with the United System).

We offer franchises to qualified individuals for the right to own and operate a business using the United System and our Proprietary Marks. These business entities are referred to as "Franchised Businesses" and/or "Centers."

1.B. YOUR CANDIDACY

You have applied to United for the right to operate a Franchised Business pursuant to the terms of this Agreement, and we have approved your application in reliance upon all of your representations, including those concerning your financial resources, business experience, ownership interests, and the manner in which the franchise will be operated. You certify that all of the information you have provided to us is complete,

accurate, and not misleading.

You represent that you have read this Agreement and United's Franchise Disclosure Document, that you understand their terms, and that you have been given an opportunity to obtain counsel and clarification of any provision that you did not understand. You also acknowledge that the terms and conditions in this Agreement are necessary to maintain United's standards of quality and service and to promote the uniformity of those standards at Centers.

2. FRANCHISE GRANT

United hereby grants to you, upon the express terms and conditions contained in this Agreement, and you hereby accept a franchise to establish and operate one Center under the Proprietary Marks and United System. You agree to open and continuously operate a Center for the term set forth in this Agreement and to do so while adhering to the provisions of this Agreement and the requirements of the United System. This obligation shall not impair the rights of assignment or termination enumerated hereafter. We have the right to supplement, improve, or otherwise modify the United System from time to time at our sole discretion, and you agree to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as United may specify.

3. YOUR CENTER'S LOCATION AND TERRITORY

3.A. CENTER LOCATION

Approval Requirement. You must secure real estate, by purchase or lease, for the operation of the Center. We offer assistance in helping you find a site for your Center. You are not required to accept our assistance, but, if you choose to do so, you authorize us to contact real estate agents and obtain from them all information about the potential sites that we consider relevant. If we have not been involved in the site selection process, you will submit for our review a site analysis prepared in accordance with our specifications. In all events, we must approve the location of your Center, and we will notify you of approval or disapproval within 45 days after receiving all the required information and documentation. You understand and agree that for a location to be considered acceptable, you must obtain the written agreement of an approved money order company authorizing you to act as agent at the proposed location. If you have not found a mutually acceptable site within two years after the Effective Date of this Agreement, we may terminate this Agreement and retain the entire fee you have paid us.

Your Responsibility. You are responsible for the selection of a site, and your active efforts are required in the site search. Neither our assistance nor our review and approval of proposed sites constitutes a responsibility on our part to actually find or select the location of your Center. You must also make your own independent business decision about the potential viability of any particular site, as we do not guarantee the

success of any site or represent that it will be profitable. Our approval of a site means that it meets our standards. We assume no liability arising out of or connected with the Center location, its potential viability, or the volume of business to be generated there.

Address/Location. The exact address of your Center is _____

_____ (the "Approved Location").

If the Approved Location has not been determined at the time this Agreement is signed, the parties agree to execute an addendum to this Agreement (the "Approved Location Addendum") setting forth the exact address of your Center. The parties further agree to execute the Approved Location Addendum within seven (7) days from the date on which you sign the lease for your Center. The Approved Location Addendum will become a part of this Agreement upon its execution. In the event the parties do not execute the Approved Location Addendum within the required time period as set forth herein, the parties agree that your Center's Approved Location will be deemed to be the location set forth in the lease for you Center. If you want to relocate the Center, we must approve the subsequent location, which will be required to meet the same standards as an initial location, but may not receive the same or comparable territorial rights. Any relocation will be at your expense.

You may not, without our prior written consent: (a) open another Center (unless you and we have entered into a separate franchise agreement for another location and you have met the terms and conditions under that agreement); (b) operate your Center from any location other than the Approved Location; (c) provide any United services or products from any location other than the Approved Location (this means you cannot operate from another site, offer delivery or pick-up services, or use the internet for customer communications or offers); or (d) conduct or permit to have conducted any other business from the Center location or in conjunction with the operation of the Franchised Business (except for a franchised business operated pursuant to a franchise agreement entered into with a United affiliate) without our specific, written authorization.

Lease. We must approve a proposed lease or sublease for the Approved Location before you sign it. The lease must contain terms we require, including, but not necessarily limited to, the following:

a. A clause allowing you to install and use our standard signage at or upon the premises;

b. A clause stating that signs shall not be deemed fixtures, that signage shall not become a part of the leased premises, and that signage may be removed upon expiration or termination of the lease and/or this Agreement; and

c. A clause under which the landlord waives any lien or right of lien on signage to secure payment for any obligation under the lease.

We also have the right to condition our approval on the landlord's execution of our Collateral Assignment of Lease and Consent and Agreement of Landlord (a copy of which is attached hereto as Exhibit B), which allows us the option, at our sole discretion, to: (i) become the lessee without the landlord's further consent if this Agreement expires or is terminated and to thereafter sublet or assign the leased premises to another United franchisee; or (ii) designate another United franchisee to become the lessee without the landlord's further consent. If we exercise either of the foregoing options, you will remain responsible for unpaid rent or any other liability to the landlord existing up to the date we or another United franchisee of our choosing become the lessee.

You or your own representative must negotiate the entire lease or sublease as well as any changes needed to implement the terms required under this Agreement. Your representative must provide you with advice on the lease terms. You understand that United is not your representative. Our approval of the lease is not meant to be, is not, and shall not be understood to be any endorsement or representation that the terms of the lease are good, beneficial, proper, or otherwise appropriate for your needs. You must reach such determinations on your own in consultation with your own lawyer, real estate broker, accountant, and/or other advisors with whom you decide to consult.

Signs. You agree to place or erect inside and outside of the Center the signage we require to be used in connection with your Center. In addition, you agree that you will not use any signs unless we specifically approve them, regardless of content, size, or construction. You also agree that, within the reasonable time we specify, you shall discontinue the use of and destroy any signs we declare obsolete.

3.B. YOUR AREA

Protected Area. Subject to the exceptions below, you receive an area in which to operate your United Center consisting of a radius or boundary surrounding your Center (the "Protected Area"). Your Protected Area will be a circle, the center of which will be the front door of your Center. The radius of the circle will be the lesser of: (i) one and one-half (1 1/2) mile; or (ii) one-quarter (1/4) of a mile if your Center is located in a city with a population of 200,000 or more.

Your Protected Area shall exclude: (i) any area that is across a state line, river, navigable waterway, or other natural boundary; and (ii) regional shopping malls, train stations, bus stations, and airports in which your Center is not located.

United will not establish (and will not authorize any other party to establish) a Center in your Protected Area. United may conduct business and transact business with customers and/or companies operating in your Protected Area by means of the internet as well as other electronic media that are known now or developed in the future, toll-free telephone numbers, and any other manner we determine, however, we will not do so from a Center that is physically located in your Protected Area.

Your grant of a franchise does not include: (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof; or (iii) any right to distribute, market, or implement United's products and services in any channel of distribution not specifically identified in this Agreement.

3.C. BEST EFFORTS

You agree to develop your Center and your Protected Area to their fullest potential and to use best efforts to develop new customers, increase business, and expand the market for check cashing and other services and items offered by your Center. Either you or an approved manager must devote full time energy and best efforts to the operation of the Center. In the event you enter into a franchise agreement with a United-affiliate for the right to operate an affiliate franchised business, you or a single approved manager may manage both the Center and the affiliate business without violating this section 3.C.

You agree to provide franchise services under your direct supervision and control and/or under the direct supervision and control of a full time general manager who has been approved, and not later disapproved, by us. We will not approve a general manager before his or her successful completion of our training program. However, there is no substitute for your oversight of the Center, so if you employ a manager, you agree and acknowledge that you are still responsible for providing general supervision and must remain fully conversant with the Center's affairs. Your manager need not have any equity interest in the franchise business. Either you or an approved manager must devote full time energy and best efforts to the operation of the Center.

Certain states may also have additional requirements for Center managers. You must comply with all federal, state, and local laws and regulations. You must secure, maintain, and keep current all necessary permits, certificates, licenses, and consents to operate your Center.

4. OPENING REQUIREMENTS

4.A. CONSTRUCTION

After you have signed your lease, you will promptly employ a contractor to handle the construction or leasehold improvements. We have the right to approve your choice and will monitor the construction work once it has begun.

4.B. START-UP PURCHASES

In order to first establish your Center, you must obtain through us or approved vendors the architect's drawings, equipment, fixtures, furnishings, and supplies we require (the "Start-up Purchases"). You must pay for the Start-up Purchases pursuant to the terms of the respective vendors.

United does not make any refunds under any circumstances or for any reason for Start-up Purchases. Individual vendors will have their own refund policies.

4.C. SPECIFICATIONS

You will build and outfit your Center according to our specifications and requirements.

4.D. PREREQUISITES TO OPENING

You must open the Center for business within 12 months after you sign the lease for the Approved Location. However, you may open the Center only upon fulfillment of the following conditions:

a. You have successfully completed our training course and received from us a certificate verifying such completion;

b. We have certified in writing that your Center is ready for opening;

c. You have secured insurance as specified in this Agreement and delivered appropriate certificates to us;

d. You are current in your financial obligations to us; and

e. You have obtained all permits, licenses, registrations, variances, and/or other required authorizations and/or permissions from the appropriate governmental entities, including, but not limited to, any licenses which may be required to engage in the check cashing business by the state in which your Center will be located.

5. TERM AND RENEWAL OPTION

5.A. ORIGINAL TERM

The term of this franchise shall begin on the Effective Date of this Agreement and shall continue for 15 years from that Date (the “Original Term”) unless this Agreement is terminated at a sooner time in accordance with its provisions.

5.B. RENEWAL OPTION

At the expiration of the Original Term, you have the option to renew this Agreement for an additional 15-year term if you meet all of the following conditions before renewal:

a. You are in compliance with all the terms and conditions of this Agreement, as it may be amended, and any other agreements between you and/or any of your principals and us or any of our affiliates;

b. Throughout the franchise relationship, you have substantially complied with all the terms and conditions of this Agreement and any other agreements between you and/or any of your principals and us or any of our affiliates, and with our operating standards as we have prescribed during the term of this Agreement;

c. You are current in all sums due to us and have satisfied all monetary obligations owed to our affiliates and us and shall have timely met those obligations throughout the term of this Agreement;

d. You make or provide for, at your own expense and in a manner satisfactory to us, such renovation and modernization of the Center as we may reasonably require, including, without limitation, renovation of the exterior façade, signs, interior furnishings, fixtures, and décor to reflect United's then current standards as well as any upgrades we may require to bring the computer hardware and software, and any related peripheral equipment, into conformity with our then current standards;

e. You have the right to remain in possession of your Center premises, or you find other premises acceptable to us;

f. You sign a general release in the form we prescribe;

g. You and your personnel must meet our then current qualification and training requirements;

h. You pay a $10,000.00 renewal fee for the right to obtain a renewal term; and

i. You execute our then current form of franchise agreement which may have terms materially different than your current agreement.

To exercise this option, you must give us written notice of your intention to renew no later than six (6) months prior to expiration of the Original Term. Within thirty (30) days thereafter, we will provide you with a written statement as to whether you are entitled to renewal and, if so, will include a renewal franchise agreement. The renewal franchise agreement will be our form of agreement then currently in use. It must be executed and returned to us within thirty (30) days of its receipt along with the renewal fee. Any required upgrades or changes required by paragraph 5.B.d., above, must be completed at least thirty (30) days prior to the expiration of the Original Term unless we authorize a longer period.

If you fail to abide by any of these requirements, the franchise relationship shall terminate at the end of the Original Term. If you continue to operate your Center as a United Check Cashing Center after the end of the Original Term, you agree that such

operation shall be as a holdover franchisee, under the terms and conditions of our then current form of agreement. As a holdover franchisee, in addition to paying us all other fees that you must continue to pay us under our then current form of agreement, you must pay us $5,000 per month as a holdover fee. The terms of this provision survive termination or expiration of this Agreement.

5.C. EXPIRATION

If you are not qualified for renewal, or fail to timely exercise the option to renew or make any required upgrades or changes, then this Agreement terminates automatically at the expiration of the initial term, and you shall abide by all obligations applicable upon termination and/or expiration of this Agreement as set forth herein.

6. FRANCHISE FEES

Upon execution of this Agreement, you shall pay to us an initial franchise fee of Thirty Thousand Dollars ($30,000.00) (the "Initial Franchise Fee"). We have fully earned the Initial Franchise Fee, and it is consideration for administrative and other expenses we have incurred in granting you this franchise and for our lost or deferred opportunity to franchise others.

The Initial Franchise Fee is not refundable for any reason except in circumstances where you, after 18 months from signing the Franchise Agreement, and after exercising best efforts, have failed to obtain a bank which will transact all of the business for operation of the Center.

7. ROYALTIES AND METHOD OF PAYMENT

7.A. ROYALTY ON CHECK CASHING AND ELECTRONIC DEPOSIT SERVICES

Commencing with the opening of your Center, you agree to pay a royalty on check cashing and electronic deposit services in an amount equal to 2/10 of 1% of the face amount of all checks cashed and electronic deposits made. Notwithstanding anything contained in this paragraph, where you have collected no fees for cashing checks or making electronic deposits, no royalty for check cashing or electronic deposit services is due. Throughout this Agreement, the word check shall include all negotiable instruments, including, but not limited to, checks, money orders and drafts.

7.B. ROYALTY ON OTHER SALES AND SERVICES

For other products and services other than check cashing and electronic deposit, we have the right to impose a royalty of 5% of your Center's gross receipts (less applicable sales tax, refunds, and, in certain instances which may be specified in the Operations Manual, the cost of goods sold). "Gross Receipts" means all forms of consideration received in connection with operation of the Center, whether such consideration be cash, check, credit, charge account, exchange, or otherwise, and shall include, but not

be limited to, the amounts received from the sale of services, goods, merchandise, and tangible property of every kind and nature, including, but not limited to, debit cards. Notwithstanding anything to the contrary contained herein, United will not collect any royalty on consideration received from the sale of money orders or lottery tickets, wire transfer services, or utility payments.

7.C. TIME AND METHOD OF PAYMENT

We have the right to specify the payment period and method of collection of royalties. Presently, all royalties are paid monthly by check. Your royalty payment (for check cashing, electronic deposits, and gross receipts) is due on or before the last day of each month for the preceding month. We reserve the right to require royalties to be paid more frequently or on a different schedule than set forth in this paragraph and/or to require royalties to be collected by electronic funds transfer or other method. You agree to execute any and all documents that we may request in connection with setting up an electronic funds transfer program.

7.D. ROYALTY REPORTS

You agree to provide us with all written and electronic royalty reports and documentation we may require and in the form and manner in which we require. You must provide these reports and the documentation on or before the 15th of each month for the preceding month. In the event no royalty pay is due because you did not collect any fees for cashing checks or making electronic deposits, royalty reports and documentation must still be provided on the 15th day of the month for the preceding month. You certify that all such reports and documentation will be complete and accurate. You acknowledge that payment of royalties is a precondition of our performance under this Agreement and that, pending any disputes, you are required to and shall continue to make royalty payments so long as you continue to use any name, mark, system, or copyright licensed by us hereunder.

8. TRADEMARKS, TRADE NAMES AND COPYRIGHTS

8.A. USE

You are hereby granted the right, and assume the obligation, to continuously use the Proprietary Marks in the operation of your Center. You are required to use the Proprietary Marks only in the manner and for the purposes we direct and in no other manner or for any other purpose. You also agree that you will not use any marks, names, and/or copyrights not licensed by us (or by a United affiliate pursuant to a franchise agreement entered into with such a United affiliate) without our specific, written authorization.

You shall use the Proprietary Marks: (i) only for the operation of the business franchised under this Agreement; (ii) only at the location authorized under this Agreement; and/or (iii) for Franchisor-approved advertising for the business conducted at or from your

Center.

During the term of this Agreement and any renewal period, you shall identify yourself as a “Licensed Franchisee” of United Check Cashing in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on invoices, order forms, receipts, contracts, business cards, stationary, and the display of any notice in such content and form and at such conspicuous locations as we may designate in writing. We reserve the right to approve the form and content of any invoices, order forms, receipts, contracts, business cards, stationary, the display of any notice, and/or any other form containing any Proprietary Mark.

Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement. Any unauthorized use of the Proprietary Marks shall constitute an infringement of our rights.
You shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor or its affiliates.

You shall not use any of the Propriety Marks as part of your corporate name or other legal name or as part of any e-mail address, domain name, or other identification of Franchisee in any electronic medium.

You shall execute any documents Franchisor deems necessary to obtain protection for the Proprietary Marks or to maintain their continued validity.

8.B. OWNERSHIP

You acknowledge that the Proprietary Marks licensed in this Agreement are valid and are our sole property. You also acknowledge that your rights to utilize the Propriety Marks cease upon termination or expiration of this Agreement. In addition, all goodwill which may arise from your use of and in connection with any licensed name or Propriety Mark is and shall at all times remain our sole and exclusive property and shall inure to our benefit.

8.C. MODIFICATIONS

We may modify or discontinue use of any mark, name, or copyright or add additional marks, names, or copyrights at our discretion. You will make any additions, deletions, and modifications on all interior and exterior signs, packaging materials, printed materials, and advertising as we direct to effect such a change. You agree to bear any expenses involved in any such additions, deletions, and/or modifications, and we shall not be liable to you for any costs or losses you may sustain.

8.D. OTHER COVENANTS

Affirmative Responsibility. You shall conduct your Center’s business in a manner such that it will not detract from nor bring into disrepute United, its affiliates, or the Proprietary

Marks.

Infringements. You shall promptly notify us of any suspected infringement of the Proprietary Marks or any known challenge to the validity of the Proprietary Marks, Franchisor's ownership of the Proprietary Marks, or Franchisee's right to use the Proprietary Marks. You acknowledge that we have the right to determine whether action against any alleged infringer should be taken and to control any administrative proceedings or litigation involving the Proprietary Marks. You agree to cooperate fully with us in any action we may take relating to any claim of improper use and/or infringement of any Proprietary Mark.

Challenges. You shall promptly notify us of any challenge to your use of any Proprietary Mark you are licensed to use pursuant to this Agreement. If you have used the Proprietary Marks in accordance with the Agreement, we shall indemnify and hold you harmless from any expenses or damages for any alleged infringement under federal or state trademark law arising solely from your use of our Proprietary Marks. If United undertakes the defense or prosecution of any litigation relating to a challenge, you shall execute all documents and take such actions as may, in the opinion of United's counsel, be necessary to carry out such defense or prosecution.

Fictitious Name. You agree to file in the jurisdiction in which your Center is located a Certificate of Fictitious Name or comparable instrument and provide us with evidence thereof prior to opening for business.

Prohibitions. You shall not, either during or after the term of this Agreement, do anything, or aid or assist any other person to do anything, which would: (a) infringe upon, harm, or contest our rights in any of the Proprietary Marks; or (b) hinder or prevent us from utilizing or franchising our Proprietary Marks in any jurisdiction. You also agree not to register the names "United Check Cashing," "United Financial Service Center," or any similar name or mark, or any other Proprietary Mark licensed hereunder, as part of your web site domain name or firm or corporate name, except in compliance with our criteria for fictitious name usage.

9. ADVERTISING

9.A. UNITED PROMOTIONAL FUND

Each calendar year, you agree to make a contribution to our Promotional Fund. Your annual contribution to the Promotional Fund is $1,000.00, due in equal monthly payments on or before the last day of each month for the preceding month. We have the right to increase your contribution to the Promotional Fund by 10% annually. We use the Promotional Fund at our discretion to formulate, develop, produce, and distribute advertising, promotional, and marketing materials and programs, for web site development and maintenance, for joint franchisor/franchisee activities, for administration of the fund and/or its programs, or for any similar purpose.

9.B. ADVERTISING

Initial Store Opening Promotion. You are required to implement a promotional program to support the opening of your Center. The promotional efforts will be in a form required by us and must begin no less than 30 days before your anticipated opening date and continue for at least 30 days after that date. A minimum budget of $3,000 will be required to support this promotion. You are responsible for the acquisition and direct payment to suppliers for all materials and services required to support this promotion. You may be required to provide us with proof of your promotional expenditures in the form we request.

Individual Center Advertising. We require you to spend $1,500 annually to advertise your Center. This is in addition to the funds you must spend for the Initial Store Opening Promotion described above. This amount is annualized for partial years. As a single Center responsible for your own advertising, you will adhere to specifications we provide for such advertising. These may include, but are not limited to, local marketing programs and cross promotions implemented in your community, the placement of ads, direct mail, distribution of flyers, door-hangers, and other such promotional material. Payments would be made directly to media suppliers, printers, or distribution services for the cost of such advertising. You may be required to provide us with proof of your advertising expenditures in the form we request.

9.C. TELEPHONE AND TELEPHONE DIRECTORY ADVERTISING

You must obtain a new telephone number and telephone listing at your expense, to be listed under the “United Check Cashing” name and not under your corporate, partnership, or individual name, to be used exclusively in connection with your operation of a Center. Upon expiration, transfer, or termination of this Agreement for any reason, you shall terminate your use of such telephone number and listing and assign the same to United or its designees. You agree to sign the Conditional Assignment of Franchisee’s Telephone Numbers attached hereto as Exhibit E. In addition to the foregoing, we require you to advertise in any local telephone directory or directories covering the areas from which your Center is likely to draw customers. Such advertising would be placed in accordance with size and content formulas we provide.

9.D. USE OF ADVERTISING

You must first obtain our approval before you use any sales, advertising, or promotional materials. We will notify you within 30 business days of our receipt of any materials you propose for use. If we do not give our approval within thirty (30) business days, your proposed plans or materials will be considered disapproved. We reserve the right to revoke our approval of any sales, advertising, or promotional materials at any time. You must cease using any materials for which our approval has been revoked within 15 business days of your receipt of written notice from us of our revocation.
In the event you use any sales, advertising or promotional material without first submitting it to us for approval and receiving our approval, you must immediately cease

using such non-approved sales, advertising or promotional material upon your receipt of notice from use to cease using such non-approved sales, advertising or promotional material.

You may not participate in any forms of social media using the Proprietary Marks without our advance written consent. If you participate in any form of social media using the Proprietary Marks without first obtaining our advance written consent, you must immediately delete all of the online content upon your receipt of notice from us to cease using such non-approved social media.

10. TRAINING

10.A. INITIAL TRAINING

Franchisee. We will provide our initial training course at such times as specified to you, or, if Franchisee is a corporation, limited liability company, partnership, or limited liability partnership, a principal of Franchisee designated to supervise the operation of the Center who has been previously approved by Franchisor (the "Designated Principal"). The location shall be at our Headquarters' unless we notify you that some or all of the training shall be conducted at your Center or at some other location for in-field training. You, or the Designated Principal, must satisfactorily complete the training course prior to opening for business. We may increase or decrease the amount of training at any time or provide initial and/or continuing training electronically rather than at our Headquarters or at your Center.

Manager. Any manager you may employ to operate the Center must be satisfactorily trained prior to assumption of duties. We retain the right to require that such manager attend and satisfactorily complete our initial training course as a condition of managerial employment.

10.B. SUPPLEMENTAL TRAINING

We may require you, the Designated Principal, and/or your managers and employees to attend further training programs if we determine that this is necessary. We shall specify the times, dates and places of such training courses.

10.C. EXPENSES

We do not impose any tuition charges or training fees. You pay the costs of transportation, lodging, meals, wages, worker's compensation insurance, and other expenses for all trainees.

11. ACCOUNTING, REPORTING, AND BANKING

11.A. BANKING

You agree to transact all of the banking business resulting from operation of your Center with one bank that must be reasonably acceptable to us. You shall provide us with the identity of the bank and such other information as we may request. If you change banks, you shall give us at least one week written notice and complete information for the new bank.

Upon our request, you agree to provide us with a complete copy of each month's bank statement by the fifteenth day of the month following the period covered by the statement.

11.B. RECORDS AND REPORTS

Using the accounting and/or bookkeeping procedures, formats, and systems we specify, you shall make and maintain at the Center, or other approved location, such electronic and written books, accounts, records, reports, and memoranda as will fully and correctly disclose all transactions relating to or involving the operation of your Center. You shall make these available for our inspection or review and/or as a report or statement. You shall also give our representatives access to examine, inspect, and copy all of these during regular Center hours. Financial records and statements shall be kept and maintained in conformity with generally accepted accounting principles or such other accounting method as is acceptable for tax reporting purposes.

11.C. FORMS

You shall use only those forms that we specify. These must be retained for our inspection, and upon request you shall forward them to us. We reserve the right to require you to purchase forms from us and/or the right to specify that you use consecutively numbered customer receipt forms for each transaction.

11.D. PERIODIC REPORTS

You shall timely provide us with periodic royalty reports and all other documentation as we may prescribe from time to time. If we request, you shall also deliver to us within 30 days of the request a complete and accurate profit and loss statement for the period requested. You must submit financial statements to us in the form we specify and within 30 days of our request that fairly represent your financial position and the financial position of any individual guarantying this Agreement. Franchisor may, and you hereby authorize Franchisor to, obtain updated credit reports at any time during the term of this Agreement. Franchisor obtains such credits reports if Franchisor has a reasonable suspicion about the on-going viability of the Center and Franchisee’s or any guarantor’s ability to pay the debts of the Center as they come due.

11.E. RECORD RETENTION

You must maintain for at least 5 years from the date generated, original, full and complete records regarding your Center. Such records include, but are not limited to,

copies of computer records, bank statements, accounts, books and records, data, licenses, financial statements, and contracts reflecting any aspects of the Center. These records do not include any records you are required to return to Franchisor pursuant to any other provision of this Agreement.

11.F. RIGHT TO INSPECT AND AUDIT

We and our designated agents have the right at any time during Franchisee's regular business hours, without prior notice and at Franchisor's expense, to conduct an inspection of the Center. You shall promptly remedy at your own expense any deficiency found during any inspection.

Franchisor and our designated agents have the right at any time during Franchisee's regular business hours, without prior notice and at Franchisor's expense, to audit, inspect and copy all records and documents related to the operation of the Center in order to ensure that Franchisee is complying with the terms of this Agreement, the Operations Manual or any other agreement(s) relating to the operation of the Center and to ensure the quality and uniformity of the services offered under the Proprietary Marks.

Franchisee agrees to cooperate and assist with Franchisor's right to inspect and audit and with Franchisor and its designated agents' ability to conduct an inspection and audit.

If an inspection or audit should reveal that any payments due have been understated in any report to Franchisor, then Franchisee shall immediately upon demand pay Franchisor the amount understated, in addition to interest from the date such amount was due until paid, at the rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. If an inspection or audit discloses an understatement in any report of three percent (3%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

Franchisor's right to audit and Franchisee's obligation to cooperate with any audit does not end with the termination, expiration or transfer of this Agreement or with the sale of a Center, but continues for the period for which Franchisee must maintain records found in section 11.E.

11.G. COLLECTIONS

You agree to adhere to our specifications and procedures for bad debt collection activities.

11.H. APPLICATION OF PAYMENTS

When we receive a payment, we have the right in our discretion to apply it as we see fit to any past or existing indebtedness, whether for royalties or otherwise, regardless of how you may designate a particular payment to be applied.

11.I. PAYMENTS AND FEES UPON DEFAULT

Interest. You agree to pay all bills, fees, charges, and other obligations to us in accordance with the applicable payment and credit terms. Any amount not paid when due shall bear interest from the due date at the rate of 1.5% per month, or the maximum allowed by law. Interest is compounded monthly. The payment of interest shall not be deemed to constitute a waiver of any other rights available to us.

Attorney's Fees. If you are in default in the payment of any amount due us or are otherwise in breach of this Agreement, then in any and all legal actions between the us, we shall be entitled to recover the amount due or in default, together with interest, cost of the action, and, where we prevail, a reasonable attorney's fee.

12. TECHNOLOGY AND EQUIPMENT

12.A. COMPUTER HARDWARE AND SOFTWARE

You shall obtain, maintain, and at all times utilize such computer hardware and software and maintenance programs as we specify. Your initial hardware components and software programs are part of your Start-up Purchases from us. You agree to promptly make any changes, substitutions, updates, or upgrades in computer hardware components and software programs that we may require; provided, however, that such changes, upgrades, or updates will be reasonable in terms of frequency and cost and in no event exceed $2,500 annually.

If we develop proprietary software for use by our Centers, you shall purchase and maintain current versions of such software and use it in the manner specified in our Operations Manual. We also have the right to require you to enter into prescribed agreements with third party computer hardware and software vendors for such purposes as maintenance, updates, and licensing of proprietary software.

Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communication devices, communication systems, computer systems, and/or hardware be used at, by, between, and/or among Centers, Franchisees, and/or Franchisor (the "Computer System"). These include, but are not limited to:

a. back office and point of sale systems;

b. data, audio, video, and voice storage, retrieval, and transmission systems;

c. cash register systems;

d. physical, electronic, and other security systems;

e. printers and other peripheral devices;

f. archival back-up systems; and

g. Internet access modes (e.g., forms of telecommunications connection) and speed.

Franchisor shall have the right, but not the obligation, to develop or have developed for it, or to designate:

a. computer software programs and accounting system software that Franchisee must use in connection with the Computer System ("Required Software"), which Franchisee shall install at his, her or its own expense;

b. updates, supplements, modifications, and/or enhancements to the Required Software, which Franchisee shall install at his, her or its own expense;

c. the tangible media upon which such Franchisee shall record data; and

d. the database file structure of Franchisee's Computer System.

Franchisee shall install and use the Computer System and Required Software.

Franchisee shall implement and periodically, at Franchisee's expense, make upgrades and other changes to the Computer System and Required Software as Franchisor may reasonably request in writing (collectively, "Computer Upgrades").

United currently uses three software programs. Two of these, QuickBooks Pro and Microsoft Office, assist you in bookkeeping. You will be required to obtain updates of these programs from time to time. They are off the shelf software, and commercially available, so you can buy them from any vendor acceptable to United. The files for which we supply you for these programs are proprietary. The third program is a Point of Sale ("POS") program to enter your daily customer and banking transactions.

United requires that you choose from two POS vendors both of which provide customer identification assistance and multiple levels of daily transaction accounting. The first vendor is Tellermetrix POS software, which is set up with an in-store server. The Tellermetrix program provides customer identification assistance and multiple levels of daily transaction accounting. Tellermetrix Point of Sale is a proprietary software program developed by Tellermetrix Corp, P. O. Box 424, Rockaway, NJ 07866 (telephone: 973-586-2030). If you choose Tellermetrix, you must enter into an annual maintenance contract with it, which presently costs $3,660 per year. United does not

receive any compensation from Tellermetrix on account of franchisee purchases. The second vendor is Cashwise POS software which is only offered as a Cloud based model and is exclusively hosted by IT Pros 2000. Cashwise POS is a proprietary software program developed by Softwise, Inc., 1799 N. State St., Orem, Utah, 84057 (telephone: 910-221-8222). If you choose Cashwise, you must enter into a maintenance and licensing contract with IT Pros 2000 to use the software. The cost for service for a two-station set up and for database hosting, licensing, and maintenance presently costs $3,660 per year. United does not receive any compensation from IT Pros 2000 or Softwise on account of franchisee purchases.

We may change requirements for software in the future or add our own proprietary software: you must abide by our then current specifications.

United will have independent access to all information and data compiled by and in your Computer System, without contractual limitation, and we may, at our discretion and at any time, access information and data as we deem necessary.

Franchisee shall comply with all specifications issued by Franchisor with respect to the Computer System, the Required Software, and Computer Upgrades.

12.B. DATA

You shall collect and maintain such data relating to the business as we may require, including, but not limited to, the names, addresses, and purchase and transaction histories of all customers. Data collected by United Centers is our property, and you agree to provide such data to us in the form we specify.

All data provided by Franchisee, uploaded to Franchisor's Computer System from the Franchisee's Computer System, and/or downloaded from the Franchisee's Computer System to Franchisor's Computer System is and will be owned exclusively by Franchisor. Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the Computer System, or in connection with Franchisee's operation of the Center (including, but not limited to, consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. Franchisor may, from time-to-time, specify in the Manual or otherwise in writing the information that Franchisee shall collect and maintain on the Computer System installed at the Centers, and Franchisee shall provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained. All data pertaining to or derived from the Centers (including without limitation data pertaining to or otherwise about Center customers) is and shall be the exclusive property of Franchisor, and Franchisor hereby grants a

royalty-free, non-exclusive license to Franchisee to use said data during the term of this Agreement.

Franchisee shall abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information ("Privacy Laws").

Franchisee shall comply with Franchisor's standards and policies pertaining to the privacy of consumer, employee, and transactional information. If there is a conflict between Franchisor's standards and policies and Privacy Laws, Franchisee shall: (a) comply with the requirements of Privacy Laws; (b) immediately give Franchisor written notice of said conflict; and (c) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to privacy within the bounds of Privacy Laws.

Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

12.C. TELECOMMUNICATIONS

Franchisee shall comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between Franchisee's Computer System and Franchisor's Extranet and/or such other computer systems as Franchisor may reasonably require. The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of Franchisor's headquarters to access certain parts of Franchisor's computer network via the Internet.

Franchisor may establish an Extranet (but is not required to do so or to maintain an Extranet). If Franchisor does establish an Extranet, then Franchisee shall comply with Franchisor's requirements (as set forth in the Operations Manual or otherwise in writing) with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Center. The Extranet may include, without limitation, the Operations Manuals, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Franchisor may direct). Franchisee shall purchase and maintain such computer software and hardware (including, but not limited to, telecommunications capacity) as may be required to connect to and utilize the Extranet.

12.D. NO SEPARATE WEBSITE

Unless otherwise approved in writing by Franchisor, Franchisee shall not establish and shall not permit any other party to establish a Website relating in any manner whatsoever to the Center or referring to the Proprietary Marks. Franchisor shall have the right, but not the obligation, to provide one or more references or web page(s), as Franchisor may periodically designate, within Franchisor's Website. The term "Website" means one or more related documents that can be accessed through the Internet. However, if Franchisor approves in writing a separate Website for Franchisee (which

Franchisor is not obligated to approve), then each of the following provisions shall apply:

a. Franchisee specifically acknowledges and agrees that any Website owned or maintained by or for the benefit of Franchisee will be deemed "marketing" under this Agreement and will be subject to (among other things) Franchisor's approval.

b. Franchisee shall not establish or use any Website without Franchisor's prior written approval.

c. Before establishing any Website, Franchisee shall submit to Franchisor, for Franchisor's written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots, links, and other content), and non-visible content (including, without limitation, meta tags, cookies, and other electronic tags) in the form and manner Franchisor may reasonably require.

d. Franchisee shall not use or modify such Website without Franchisor's prior written approval of any such proposed use or modification.

e. In addition to any other applicable requirements, Franchisee shall comply with the standards and specifications for Websites that Franchisor may periodically prescribe in the Operations Manuals or otherwise in writing.

f. If required by Franchisor, Franchisee shall establish such hyperlinks to Franchisor's Website and other websites as Franchisor may request in writing.

12.E. EQUIPMENT, OFFICE MACHINES, AND SUPPLIES

You shall obtain and at all times utilize such equipment, office machines, and supplies as we shall specify from time to time. The Center shall also be equipped with specified telephone service and equipment, all solely dedicated to the Center and the Center's business. If and when any item of equipment or office machine becomes obsolete or inoperable, you shall replace any such item or machine with the type(s) and kind(s) being utilized by our franchisees at the time of replacement. If we determine that additional, upgraded, and/or substitute equipment and/or office machines are needed, you shall obtain, at your own cost, such new item within the reasonable time we specify.

13. CENTER MANAGEMENT

13.A. MANAGEMENT RESPONSIBILITY

You are responsible for compliance with this Agreement and supervision of the Center. If you are a corporation, limited liability company, or partnership, then the Managing Owner and/or Center Manager shall be the individual immediately responsible for

operation of the Center and Franchisee's compliance with this Agreement and shall be authorized to act for and on Franchisee's behalf.

13.B. MANAGERS AND EMPLOYEES

Managers. If you hire a manager to handle day-to-day operations, he or she must be trained in a manner satisfactory to us prior to assumption of duties. We may require that such manager complete our training program. No manager may operate the Center in an improper manner or fail to adhere to our policies, procedures, standards, and/or specifications. If a manager leaves your employ, there must nonetheless be no lapse in operation of the Center. We do not direct terms of employment for any of your employees, even if we periodically provide information about employment practices and human relations.

Each manager must sign our Confidentiality and Restrictive Covenant Agreement (a copy of which is attached hereto as Exhibit C) agreeing to maintain as secret all of our proprietary information, agreeing not to use our confidential and/or proprietary information, and agreeing not to compete with you or with us for a reasonable period of time after termination of his or her employment.

Employees. You shall not directly or indirectly induce any of our employees or those of another United Center to leave their employment. You shall not hire an employee who leaves the employment of United or any other franchisee for one year after such date without our prior, written approval.

13.C. FRANCHISEE SUGGESTIONS

We strive for a close working relationship between United and our franchisees. Suggestions from franchisees for improvements are encouraged. If we adopt any of your suggestions, we may use it or them throughout the United network without financial obligation to you.

14. POLICIES, PROCEDURES, STANDARDS, AND SPECIFICATIONS

14.A. FORMAT AND SYSTEM

The United System is a comprehensive business format for the operation of Centers offering check cashing and the other services and items we designate. You agree to comply with all policies, procedures, standards, and specifications as published by us from time to time for our Centers. We may modify any of these at our discretion, and these modifications will be published and provided to you in manuals, bulletins, or other communications. Your adherence to the United System constitutes the basic underlying substance of this franchise.

14.B. IMAGE

You agree to maintain the image and appearance that we specify for Centers. We may change any aspect(s) of this image and/or appearance. You will promptly make, at your own expense, any additions and/or modifications in services, items offered, merchandising, or otherwise as we may require to reflect such image and/or appearance.

14.C. SERVICE AND PRODUCT OFFERINGS

You agree to adhere to our requirements for service and product offerings, as these may be modified from time to time. Where we specify a service or product as mandatory, you will offer it. Where we name a service or product as optional, you may choose whether or not to offer it. Services and/or products not specified by us may not be offered or sold. You further agree at all times to actively promote the sale of services and products offered by United Centers.

14.D. USE OF ITEMS IN OPERATIONS

You shall comply with our requirements for use of items in the operation of the Franchised Business, including, but not limited to, inventory, equipment, fixtures, furnishings, written materials, and supplies.

14.E. ACQUISITION REQUIREMENTS

Designated and Approved Vendors and Providers. You agree to follow our product and service purchase or acquisition specifications and requirements. In some cases we will require that a product or service be obtained only from an approved or designated vendor or provider. In others, we will require that a product or service be obtained in accordance with our specifications. In all cases, you will make your purchases and acquisitions in accordance with our directions and requirements. We have the right to modify our specifications and/or requirements and the right to change approved or designated vendors and/or providers at our discretion. You hereby acknowledge that United, United's affiliates, and/or a third party may be one of several, or the only, approved supplier of any item. You further acknowledge and agree that United and/or United's affiliates may and have the right to realize a profit on any items that United, United's affiliates, or United's approved suppliers supply to you.

Third Parties. You will act as agent only for those third party vendors, providers, agencies, and/or originators that we approve. You further agree to comply with the policies and procedures that each entity for whom you serve as agent may establish for its agents. Violation of any agency agreement, policy, or requirement shall constitute a breach of this Agreement.

14.F. CUSTOMER SERVICE

You agree that you and all employees shall: (a) render prompt, willing, and courteous

service to all customers and adhere to our customer service procedures; (b) deal fairly and honestly with us, prospective customers, customers, vendors, providers, agencies, and others with whom you or your employees shall come in contact in connection with operation of the Center; (c) present a neat and clean appearance at all times, including, but not limited to, wearing and requiring Center employees to wear designated uniforms and/or clothing we may require; and (d) make no representation, statement, or warranty to customers or others on our behalf.

14.G. MAINTENANCE

You will maintain at all times the interior and exterior of the Center and all fixtures, furnishings, signs, and equipment in or on the Center in a clean, orderly, and sanitary manner and in good repair. If you fail to do this, we have the right to perform or have performed, at your expense, any required maintenance we deem necessary.

14.H. HOURS OF OPERATION

You will keep your Center open and operating for the hours we require. We may modify the amount of hours you Center is required to be opened and operating.

14.I. VENDING MACHINES

You agree not to install, permit the installation of, or use any telephone booths, newspaper racks, gum, candy, or beverage machines, video games, electronic or mechanical machines, rides, vending machines, or similar items at, on, or outside of the Center premises without our prior approval.

14.J. MULTIPLE FRANCHISES

If you are the owner of more than twenty five percent (25%) of another United franchise or of a United affiliate franchise, any breach of the franchise agreement for such other franchise will constitute a breach of this Agreement.

15. OPERATIONS MANUAL

Franchisor shall allow Franchisee access to the confidential operations manual (the “Manual” or “Operations Manual”) that Franchisor shall have the right to provide in any format it chooses (including, but not limited to, paper, CD, or online) as more fully described in this section.

In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor’s Proprietary Marks, Franchisee shall conduct his, her or its business in accordance with the Manual, one copy of which Franchisee will receive on loan from Franchisor.

Franchisee shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Center (which other manuals shall be

incorporated into and become part of the Manual), and the information contained therein, as secret and confidential. Franchisee shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that Franchisor designates, in writing, as appropriate for copying for use at the Center, Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce any of the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person.

The Manual shall at all times remain the sole property of Franchisor and shall at all times be kept in a secure place on the Center premises.

Franchisor may from time to time revise the contents of the Manual, and Franchisee expressly agrees to make corresponding revisions to his, her or its copy of the Manual and to comply with each new, changed, or revised standard.

Franchisee shall at all times insure that the Manual is kept current and up to date. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office shall control.

16. OUR ADDITIONAL OBLIGATIONS

The following obligations are in addition to the obligations we have undertaken elsewhere in this Agreement.

16.A. OPENING ASSISTANCE

We provide the services of a representative for a week immediately prior to and/or upon opening of your Center to assist you on-site at your location.

16.B. ADVICE AND CONSULTATIONS

Throughout the franchise relationship, we agree to make available to you advice and consultations regarding management and operation of your United Center.

16.C. NEW DEVELOPMENTS

We agree to make available to you any and all improvements and changes in our services and business methods to the same extent and in the same fashion as they are made available to other franchisees.

17. APPLICABLE LAWS AND LICENSING REQUIREMENTS

17.A. LAWS AND REGULATIONS GENERALLY

You agree to comply fully with all laws and regulations that apply to the Franchised Business. You shall obtain and maintain all permits, licenses, and/or registrations required for the lawful operation of your Center.

17.B. INDUSTRY-SPECIFIC LAWS AND REGULATIONS

We are subject to laws, regulations, and ordinances that apply to business in general. These include federal and state wage and hour laws, the Americans with Disabilities Act, the Occupational, Safety and Health Act, and the Patriot Act.

You recognize that many jurisdictions regulate the provision of check cashing services and may regulate the offer and sale of other products and services offered by United Centers.

We monitor legal requirements that affect our Centers, make our information available to you, and offer you reasonable assistance in complying with any applicable licensure requirements. However, because of the number of potential local issues, we cannot guarantee that our information is current, accurate, or complete or that any license application will be approved. You understand that persons with criminal records will in all likelihood be denied such licenses.

We strongly recommend that before signing the Franchise Agreement or a lease for a Center location, you engage an attorney or other professional advisor to assist you in determining what laws, ordinances, and regulations may affect your establishment or operation of a United Center and to assist you in complying with them on an ongoing basis. You acknowledge that it is your responsibility to conduct your own due diligence and engage an attorney or other professional advisor to represent you in investigating and complying with applicable laws and regulations on an ongoing basis.

18. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

During the course of the franchise relationship, we will be disclosing to you our proprietary methods, techniques, strategies, programs, trade secrets, and other business information. This is collectively referred to as our confidential information. You agree that: (a) you will use our confidential information only in the operation of your Center; (b) any unauthorized disclosure of any of our confidential information would result in substantial injury to us; (c) you shall not at any time, directly or indirectly, furnish to any person not directly affiliated with our franchise system any of our confidential information; (d) upon termination or expiration of this Agreement, you shall not use, either directly or indirectly, any of the confidential information; and (e) the unauthorized use by a partner, shareholder, spouse, or member of your immediate family of any of the confidential information shall be deemed a violation by you of this provision. You further acknowledge that it would be an unfair method of competition for you or such partner, shareholder, spouse, or family member to use or duplicate any of the knowledge, know how, and expertise received from us for any use other than the operation of a franchised United Center.

19. INSURANCE

19.A. GENERAL INSURANCE

You shall purchase and maintain during the term of this Agreement such insurance coverage as we from time to time shall specify. This shall include, but not necessarily be limited to, comprehensive general liability insurance. Each policy shall be written by an insurance company acceptable to us and shall name as additional insured parties United and our officers, directors, agents, attorneys, and employees. You shall deliver to us an original certificate and annual renewal certificates evidencing that all insurance required by us is in full force and effect. All policies shall provide that they may not be cancelled, terminated, modified or reduced in terms of coverage without 30 days prior written notice to United. If you fail to obtain or maintain the required insurance, we have the option to do so on your behalf and charge you for such coverage, together with a service fee. However, we are not obligated to obtain such coverage on your behalf, and our failure to do so shall not be cause for any claim against us, and shall not be construed as a waiver of your obligations under this or any other section of this Agreement.

Coverages specified by us are minimal amounts only and should not be construed as a warranty of their adequacy.

19.B. COVERAGE REQUIRED BY LAW

You shall secure and maintain workmen's compensation, unemployment insurance, and any other insurance coverage required by federal, state, or local law.

19.C. CLAIMS

You shall promptly notify us of any and all claims against us and/or you.

20. COVENANTS NOT TO COMPETE

20.A. IN-TERM

During the term of this Agreement, other than for any additional United franchises, neither you nor any of your principals shall, directly or indirectly, through corporations, partnerships, limited liability companies, trusts, associations, joint ventures, or other unincorporated businesses, perform any services for, engage in, or acquire, participate or have any financial or other interest in any other business offering check cashing services or other services or products offered by United Centers.

20.B. POST-TERM

For a period of two (2) years following termination or expiration of this Agreement, or a principal’s interest in the franchise, other than for any additional United franchises, neither you nor any of your principals shall, directly or indirectly, through corporations, partnerships, limited liability companies, trusts, associations, joint ventures, or other

unincorporated businesses, perform any services for, engage in, or acquire, participate or have any financial or other interest in any other business offering check cashing services or other services or products offered by United Centers: (a) at your Center location; (b) within or for fifteen (15) miles surrounding the perimeter of your area; or (c) within a fifteen (15) mile radius of any United Center. The aforesaid two (2) year period shall be tolled during any period of noncompliance.

20.C. INTERPRETATION

Applicability. It is expressly agreed that the provisions of paragraphs A and B of this section 20 shall not apply to the ownership of securities listed on a stock exchange or traded on the over-the-counter market which represent five percent (5%) or less of the shares of that class of securities which are issued and outstanding. For purposes of this paragraph, the interests of an individual and such individual's spouse and minor children shall be aggregated.

Family Members. You acknowledge that it shall be deemed a breach of this Agreement if your spouse or other member of your immediate family (more specifically, spouses, parents, children, and the spouse of any immediate family member) shall engage in any conduct prohibited above to you.

Reformation. It is the intention of the parties that this section be enforced to the fullest extent possible. If an arbitrator, mediator or a court shall determine that it is not enforceable as drawn, then it shall be reformed and enforced to the fullest extent lawful in the jurisdiction.

21. INDEPENDENCE OF FRANCHISEE'S BUSINESS

21.A. INDEPENDENT CONTRACTOR/LICENSED FRANCHISEE

You are an independent contractor and a licensed franchisee of United. You are not our agent, employee, servant, partner, or joint venturer. You shall not hold yourself out as anything other than an independent businessperson or entity or a licensed franchisee and shall not claim any relationship excluded herein. Further, you are not authorized to make any promise, agreement, or contract on our behalf. The relationship intended hereby is that of independent contracting parties to a business relationship and no fiduciary relationship is created or intended or contemplated by the parties.

21.B. STATEMENT OF INDEPENDENT OWNERSHIP

We reserve the right to require that you display a specified notice in a prominent place in the Center to the effect that it is independently owned and operated by you. We reserve the right to require that such a statement also be included on any and all printed materials referring or relating to the operation of the Center. You may not state or imply in any printed material or otherwise that you hold a position with United. Any and all printed material used in connection with the business of the Center or referencing the

franchisee, must clearly state that you are a Licensed Franchisee of United. We reserve the right to approve any and all written material used in connection with the operation of the Center. You agree to promptly provide to us any and all such written material at our request.

21.C. RESPONSIBILITY FOR DEBTS

You acknowledge full responsibility for all the debts and obligations of the Franchised Business, including, but not limited to, all bills, debts, taxes (including, but not limited to, federal, state, and local taxes and employee taxes), rents, insurance (including, but not limited to, unemployment and workers' compensation insurance and any insurance which is or may be required under this Agreement or applicable law), and employee benefits. We shall not be liable for any of the debts or obligations of your business. Moreover, you shall pay any and all the debts and obligations relating to the operation of the Center and shall pay any and all debts to third parties that may result in claims of liability against us.

21.D. FRANCHISEE'S BUSINESS EFFORTS

You, as an independent businessperson or entity, recognize that there are economic hazards in connection with the operation of any business, including the type of business contemplated by you pursuant to this Agreement. We do not guarantee your success, whether financial or otherwise, even though you may follow or rely on our advice, recommendations, programs, policies, and procedures. You make the following acknowledgements:

- You acknowledge that you have made an independent investigation of the Franchised Business.

- You acknowledge that no representation has been made by United or any agent or representative of United regarding the potential or future profitability of your United Center.

- You acknowledge that no representation has been made by United or any agent or representative of United regarding the future number of United Centers and/or any benefits flowing there from.

- You acknowledge and understand that any income or profits you may realize will be primarily the result of your efforts and labors and not those of United or third parties.

- You acknowledge that this franchise is not a security and you agree not to rely on us or any third party to produce income for you pursuant to this Agreement.

21.E. HOLD HARMLESS AND INDEMNIFICATION

You are responsible for all losses, damages, judgments, liabilities, claims, injuries, costs, and expenses arising directly or indirectly out of your ownership or conduct of the Franchised Business or your ownership, possession, or condition of real or personal property. You agree to defend, hold harmless, and indemnify United and our officers, directors, agents, attorneys, and employees from and against any and all losses, damages, liabilities, claims, costs, expenses, judgments, and attorney's fees in connection therewith, or in connection with the operation of your Center, even if it is alleged that Franchisor or its officers, directors, agents, attorneys, and/or employees were negligent as well as for any negligence, omission, or willful conduct by you or any of your agents or employees. Your obligation to defend, hold harmless, and indemnify as aforesaid shall in no manner be affected by the existence or non-existence of insurance. Our right to indemnity under this Agreement shall arise notwithstanding that joint or concurrent liability may be imposed on us by statute, ordinance, regulation, or otherwise. You shall not be required to indemnify United or our officers, directors, agents, attorneys, or employee for acts of gross negligence or reckless acts or omissions.

22. APPROVALS AND NOTICES

Whenever this Agreement requires approval, such approval must be in writing. Whenever this Agreement requires or permits United's approval or consent, such approval or consent shall not be unreasonably withheld.

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below, unless and until a different address has been designated by written notice to the other party. Any notice by a means that affords the sender evidence of delivery, or rejected delivery, shall be conclusively deemed to have been given by the sender and received by the recipient on the date (and at time if applicable) of receipt or rejected delivery or receipt of such notice.

To Franchisor:
Laurel Oak Corporate Center, Suite 302
1010 Haddonfield – Berlin Road
Voorhees, New Jersey 08043
Attention: John Leonard, Chief Operating Officer

To Franchisee:

_____
_____
_____
Attention: _____

23. INCORPORATION AND OTHER FORMS OF FRANCHISEE STRUCTURE

If Franchisee is a corporation or limited liability company, the requirements set forth in this section also shall apply to Franchisee's shareholders, owners and/or members.

23.A. ORGANIZATION AND PURPOSE

Franchisee shall be newly organized and its charter shall at all times provide that its activities are confined to operating the business franchised herein and, if appropriate, any business franchised by United or a United-affiliated entity.

Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of Franchisee and shall furnish the list to Franchisor upon request.

23.B. OUR APPROVAL

We must approve all shareholders, owners, members and/or interested persons, original and transferees. We may require that a particular individual remain the owner of 51% of the outstanding stock of a corporate franchisee or controlling interest in a limited liability company franchisee.

23.C. GUARANTY AGREEMENT

All shareholders of Franchisee or persons with an interest in Franchisee shall execute a guaranty of Franchisee's performance and obligations under this Agreement and an acknowledgment in the form attached hereto as Exhibit A.

23.D. RESTRICTIVE ENDORSEMENT

Franchisee shall maintain on its records stop-transfer instructions against the transfer of any equity securities. Franchisee shall not issue any securities unless the following printed legend appears legibly and conspicuously on the face of such securities:

> The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with United Financial Services Group, Inc. dated [date of the Agreement]. Reference is made to the provisions of the said Franchise Agreement and to the Articles and Bylaws of this corporation.

23.E. ARTICLES AND BYLAWS

Copies of Franchisee's Articles of Incorporation, Bylaws, other governing documents, and any amendments thereto, including the resolution of the Board of Directors or other authorizing document authorizing entry into this Agreement, shall be furnished promptly to Franchisor prior to the execution of this Agreement.

23.F. IF FRANCHISEE IS ANOTHER FORM OF ENTITY

If Franchisee is a partnership (general or limited), a limited liability partnership, or some other form of entity that is not addressed elsewhere in this section 23, Franchisee shall comply with the following requirements throughout the terms of this Agreement, except as otherwise approved by Franchisor in writing:

- Franchisee shall furnish Franchisor with its partnership agreement as well as such other documents as Franchisor may reasonably request, and any amendments thereto, which shall contain a restriction on any transfer of any partnership interest without the prior written consent of Franchisor;

- Franchisee shall prepare and furnish to Franchisor, upon request, a list of all general and limited partners in Franchisee; and

- All partners in the partnership shall execute a guarantee of performance of Franchisee's performance and obligations under this Agreement and an acknowledgement in the forms attached hereto as Exhibit A.

24. ASSIGNMENT, SALE AND TRANSFER

24.A. ASSIGNMENT BY UNITED

Franchisor shall have the right to transfer or assign this Agreement and all or any part of its rights and/or obligations under this Agreement to any person or legal entity, and any assignee of Franchisor shall become solely responsible for all obligations of Franchisor under this Agreement from the date of transfer or assignment. Franchisor may make any such transfer or assignment at its discretion and may do so without prior notice to Franchisee. Notwithstanding anything to the contrary, United reserves the right to be acquired by or assign this Agreement (along with any other franchise agreements entered into with United) to another company that operates and/or franchises businesses, whether inside or outside the Protected Area, that compete with the Center.

24.B. ASSIGNMENT BY YOU

Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Franchisee also understands and acknowledges that Franchisor has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee or the business skill, financial capacity, and personal character of the shareholders, owners, and/or principals of Franchisee. Accordingly:

- Franchisee shall not, without Franchisor's prior written consent, directly or indirectly, transfer, subcontract, pledge, or otherwise encumber, sell, give, gift, or in any manner whatsoever assign (whether by operation of law or otherwise): (a) the rights and obligations of Franchisee under this Agreement; or (b) any material asset of Franchisee or the Center.

- If Franchisee is a corporation or a limited liability company, Franchisee shall not, without the prior written consent of Franchisor, issue any voting securities or securities convertible into voting securities.

- If Franchisee is a partnership (general or limited), a limited liability partnership, or some other form of entity not otherwise addressed herein, the partners, owners and/or principals of the entity shall not, without Franchisor's prior written consent, admit additional partners, owners or principals remove a partner, owner or principal, or otherwise materially alter the powers of any partner, owner or principal.

- If Franchisee (if an entity, a majority owner of the franchisee) desires to retire and no longer own any interest in the franchise, franchisee must sell or transfer the business in accordance with Section 24.C and 24.D, respectively.

No person who directly or indirectly owns an interest in Franchisee shall, without Franchisor's prior written consent, transfer, pledge, or otherwise encumber, sell, give, gift, or in any manner whatsoever assign (whether by operation of law or otherwise) any direct or indirect interest in Franchisee.

24.C. SALE OR TRANSFER

For a sale or transfer to be approved and completed, the following shall apply:

- Franchisor must approve both the purchaser/transferee and the transaction. A purchaser/transferee must submit all information and documentation we request and meet all of our qualifications for new franchisees. To review a proposed transaction, we must be provided with its complete details and a signed statement from the purchaser/transferee that he, she or it has received Franchisee's last year's business tax return and other documents relevant to Franchisee's business;

- All of Franchisee's financial obligations to Franchisor must be fully paid and satisfied;

- The purchaser/transferee must execute our then-current Franchise Agreement, the original term of which shall be the balance of the Original Term of this Agreement. If the purchaser/transferee assumes the balance of the Original Term of this Agreement, the purchaser/transferee need not pay an Initial Franchise Fee, but must attend our training course prior to taking over the operation your Center, and you must pay United a $10,000.00 transfer fee, $5,000 of which must be paid prior to the purchaser/transferee attending our required training course and is not refundable once the purchaser/transferee has attended any portion of our training course. Alternatively, if the purchaser/transferee executes

United's then-current Franchise Agreement for a full 15-year term, the purchaser/transferee must pay the then-current initial franchisee fee and United will waive the transfer fee; notwithstanding any of the foregoing, if the purchaser/transferee is an existing franchisee of the United System, no transfer fee will be charged to the seller/transferor.

- You (or your principals, as applicable) shall execute a general release of all claims against United and its officers, directors, agents, attorneys, and employees. Notwithstanding such release, you (or your principals) shall remain obligated under those provisions of this Agreement that expressly extend beyond the term hereof;

- If Franchisor locates the purchaser/transferee for you, Franchisor shall receive at closing a commission in the amount of 8% percent of the gross transaction price of the Center assets; and

- If the purchaser/transferee is a corporation, limited liability company or other form of entity, the entity must meet the requirements set forth in section 23 above.

24.D. INCAPACITY OR INCOMPETENCY

If an individual Franchisee is legally adjudicated an incompetent or is incapacitated as attested to by Franchisee's physician or other competent medical authority, his or her legal guardian may continue operation of the Franchised Business, provided the guardian shall attend and satisfactorily complete our training program within a reasonable time of such incapacity or adjudication. From the date of incompetency or incapacity until completion of the training course by a guardian or representative, we have the option, but not the obligation, to enter the Franchised Business and operate it. We will make an accounting and forward the net income from the operation to Franchisee or guardian, less expenses and a reasonable management fee, which fee shall be in addition to the other fees due us pursuant to this Agreement. If a general partner, controlling shareholder in a corporate franchisee, or manager in a limited liability company franchisee is incapacitated or incompetent, the entity must promptly make arrangements to ensure proper operation of the business.

24.E. DEATH OF A FRANCHISEE

Of an Individual, General Partner, Controlling Shareholder, Owner, Principal, Member or Manager. If you, your partner, a general partner, a shareholder, owner or principal controlling at least 50% of the outstanding equity of a corporate or other entity franchisee, or a member of a limited liability company franchisee dies, United shall consent to a transfer of that person's interest to his or her heir or legatee, provided the heir or legatee promptly agrees in writing to attend our training course and to assume liability for and to perform all of the terms and conditions of this Agreement. If there is no heir or legatee, the decedent's estate must sell the Franchised Business or interest

therein to a party acceptable to United within six (6) months of the date of death. From the date of death until completion of the training program by an heir, legatee, or purchaser from the estate, United has the option, but not the obligation, to enter upon the franchised business premises and to operate the Franchised Business. It will make an accounting and forward the net income from the operation to the heir, legatee, or estate, less expenses and a reasonable management fee, which fee shall be in addition to the other fees due United pursuant to this Agreement.

Of a Minority Shareholder or Limited Partner. If a less-than-controlling-shareholder, owner or principal of a corporate or other entity franchisee or a limited partner of a limited partnership franchisee dies, United shall consent to a transfer of that person's interest to an heir or a legatee, provided that such heir or legatee promptly executes United's Guaranty Agreement and Acknowledgement personally agreeing to be bound by all of the terms of this Agreement and guaranteeing all obligations of the corporation, other entity or partnership to United and the corporation's, other entity's or partnership's performance of this Agreement. If there is no heir or legatee, the decedent's estate must, within six (6) months, find a purchaser for the decedent's shares or interest who is acceptable to United and who will also execute such Guaranty Agreement and Acknowledgement.

24.F. RIGHT OF FIRST REFUSAL

If Franchisee or any principal thereof desires to accept any bona fide offer from a third party to purchase (whether through sale or transfer) Franchisee, this Agreement, any material assets of Franchisee, or any direct or indirect interest in Franchisee, Franchisee or such principal shall promptly notify Franchisor of such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of all such information, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, the closing on such purchase shall occur within thirty (30) days from the date of notice to the seller of the election to purchase by Franchisor.

Any material change in the terms of the offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Failure of Franchisor to exercise the option afforded by this section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this section, with respect to a proposed sale or transfer.

If the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually acceptable independent appraiser to make a binding determination. If the parties are unable to

agree upon one independent appraiser, then an independent appraiser shall be promptly designated by Franchisor and another independent appraiser shall be promptly designated by Franchisee, which two appraisers shall, in turn, promptly designate a third appraiser; all three appraisers shall promptly confer and reach a single determination, which determination shall be binding upon Franchisor and Franchisee. The cost of any such appraisal shall be shared equally by Franchisor and Franchisee. If Franchisor elects to exercise its right under this section, Franchisor shall have the right to set off all amounts due from Franchisee, and one-half (½) of the cost of the appraisal, if any, against any payment to the seller.

Any sale or transfer or attempted sale or transfer without first giving us the right of first refusal shall be void and of no force or effect.

25. TERMINATION

25.A. NOTICE TO UNITED

We shall not be deemed to be in default of this Agreement unless you have provided us with written notice of any claimed default and at least 30 days to cure.

25.B. TERMINATION BY UNITED: OPPORTUNITY TO CURE

If you fail for seven (7) days after notice: (a) to pay any sum owed to us; (b) to cease offering unauthorized services; or (c) to perform any other obligation under this Agreement (except as follows below), then we may terminate this Agreement effective upon your receipt of notice of termination.

25.C. TERMINATION BY UNITED: NO OPPORTUNITY TO CURE

Franchisee shall be deemed to be in default under this Agreement and all rights granted herein shall automatically terminate without notice to Franchisee if any of the following occurs:

- Franchisee is dishonest with us or your customers or falsifies or misrepresents information or material provided to us;
- Franchisee intentionally underreports or misstates information you are required to report to us;
- Franchisee conducts another or supplemental business without United's prior, written approval in conjunction with the franchised business other than a franchise business franchised by United or an United-affiliated entity;
- Franchisee abandons the business (which shall be defined as failing to operate the business for seven (7) consecutive days on which the Center

should be opened and operating);

- Franchisee attempts to terminate this Agreement orally or in writing;
- Franchisee attempts to assign this Agreement without complying with its terms;
- Franchisee misuses any of the Proprietary Marks;
- Franchisee violates our requirements regarding confidential information;
- Franchisee violates the covenant not to compete;
- Franchisee repeatedly violates this Agreement and/or any other agreement with us (notwithstanding the cure of any individual violation);
- Franchisee refuses to permit us to exercise any of our rights of inspection;
- Franchisee (or any of its principals if Franchisee is a corporation, partnership, or other form of entity) is convicted of a crime relevant to the performance of Franchisee's duties under this Agreement;
- Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; Franchisee is adjudicated a bankrupt or insolvent; a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; a levy or writ of attachment or execution or any other lien is placed against Franchisee or Franchisee's assets (or any of your principal's, as applicable); a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee; a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless appealed and/or a supersedeas bond is filed); Franchisee is dissolved; execution is levied against Franchisee's business or property; suit to foreclose any lien or mortgage against the Center's premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or the real or personal property of Franchisee's Center shall be sold after levy thereupon by any sheriff, marshal, or constable;
- Franchisee commits a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business;

- Any partner, shareholder, principal, owner, member or manager of a corporate. Limited liability company, partnership or other entity franchisee, commits an act which constitutes a violation of the Franchise Agreement if committed by a franchisee; or

- Franchisee commits any other violation for which a notice to cure would be impractical.

Termination based upon any of the foregoing shall be effective upon your receipt of notice of termination.

25.D. CROSS-DEFAULT

If you own directly or indirectly twenty-five percent (25%) or more of the interest in another United franchise or United franchisee, any breach of this Agreement shall also be a breach of the franchise agreement for such other United franchise or United franchisee. Likewise, any breach of the franchise agreement for such other United franchise or franchisee shall be a breach of this Agreement as well.

26. PROCEDURES AFTER TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall immediately terminate. Franchisee shall immediately cease to operate the Center. Franchisee shall not thereafter, directly or indirectly, represent to the public or hold him, her or itself out as a franchisee of Franchisor. Additionally, Franchisee shall immediately:

26.A. FEES AND CHARGES

Pay any and all sums due and owing to Franchisor and all trade creditors, including, without limitation, sums due for Royalty Fees, advertising contributions, amounts due for purchases made from Franchisor or its affiliates, and all other amounts due to Franchisor including “lost future profits” should this Agreement be terminated by either party for any reason before expiration of the term. For purposes of this Agreement, “lost future profits” shall consist of all amounts which you would have been obligated to pay as Royalty Fees, advertising contributions, and any other fees due under this Agreement, from the date of early termination through the date the term would have expired, had there been no early termination. The parties acknowledge and agree that it would be impracticable or extremely difficult to calculate the actual amount of lost future profits payable by you, and that the following method of calculation represents a fair and reasonable estimate of foreseeable lost future profits: Lost future profits shall be equal to the combined monthly average of Royalty Fees, advertising contributions, and any other fees under this Agreement (without regard to any fee waivers or reductions) payable from the Effective Date of this Agreement through the date of early termination, multiplied by the number of months (or partial months) remaining in the

term of this Agreement. The present value of the total of these amounts calculated at a discount rate of 8%, assuming payment is made at the end of each month, shall constitute our lost future profits.

If Franchisee is in default under this Agreement, then such sums shall include all damages, costs, interest and expenses (including, without limitation, reasonable attorneys' fees) that Franchisor incurs as a result of the default.

26.B. USE OF NAME

Permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System, the Proprietary Marks "United Check Cashing" and/or "United Financial Services", and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the Proprietary Marks, or which have any reference to Franchisor. Franchisee shall also refrain from referencing any past association with us and discontinue all advertising under the name "United," or any similar name.

26.C. REGISTRATIONS AND LISTINGS

Cancel or transfer to us or our designee any and all registrations and/or telephone listings under the name "United" or any similar designation. Franchisee shall execute such instruments, including the collateral assignment of telephone numbers attached as Exhibit E to this Agreement (if it has not already been executed), and take such steps as we may require to accomplish the transfer or cancellation of any such registration or listing. You hereby grant to us power of attorney to cancel any fictitious name registration under the name referenced above or any similar name.

26.D. IDENTIFICATION BY PUBLIC

If directed by us, Franchisee shall make such changes and modifications in your business methods, Center facility, and otherwise as we direct so as to effectively distinguish your location from any appearance as a United Center.

Franchisee agrees that if Franchisee continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks. Franchisee further agrees not to utilize any designation of origin, description, trademark, service mark, or representation that states, suggests, or implies a present or past association or connection with Franchisor, the System, the Centers, or the Proprietary Marks.

26.E. PRINTED MATERIALS AND SIGNS

Destroy or surrender to us all signs, stationery, letterhead, forms, and other printed materials containing the name or mark “United” or any other similar name or mark.

26.F. OUR MATERIALS

Return to us the Manual, and all other manuals, bulletins, copyrighted materials, directives, aids, records, instructions, and any and all other materials provided by us which contain confidential information or relate to the United System or operation of the Franchised Business (including, without limitation, any copies of any of the foregoing even if such copies were made in violation of this Agreement) all of which is acknowledged to be the property of Franchisor.

26.G. BOOKS, RECORDS, AND REPORTS

Maintain all books, records and reports required by us for the five (5) year period pursuant to section 11.E and permit us to inspect such documents pursuant to section 11.F.

26.H. EVIDENCE OF COMPLIANCE

Provide us with evidence satisfactory to us of Franchisee’s compliance with the obligations contained in section 26.A through G within ten (10) days after the effective date of termination or expiration of this Agreement.

26.I. SURVIVING PROVISIONS

Adhere to all provisions of this Agreement that by their nature survive the termination or expiration hereof.

26.J. ADDITIONAL RIGHTS

Comply with the following:

Transfer of Lease. Franchisee shall, at Franchisor’s option, assign to Franchisor any interest Franchisee has in the lease or sublease for the premises at which the Center is operated and/or for the building in which the Center is operated.

If Franchisor does not elect or is unable to exercise its option to acquire the lease or sublease for the premises of the Center, Franchisee shall make such modifications or alterations to the premises operated hereunder (including, without limitation, the changing of the telephone number) immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of said premises from that of other Centers under the System. Franchisee shall also make such specific additional changes thereto as Franchisor may reasonably request for that purpose.

If Franchisee fails or refuses to comply with the requirements of this section, Franchisor

shall have the right to enter upon the premises of the Center, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

Personal Property. We shall have a security interest in any equipment, supplies, and other personal property on the site if we have not received all funds due and owing from you and if we are entitled by law to possession and a lien against such property. We shall also have the option, but not the obligation, to purchase all of your right, title, and interest in and to any and all personal property used in connection with operation of the business. We may do this by providing you with a notice of exercise of the option within fifteen (15) days after termination or expiration of this Agreement. The purchase price shall be the book value of the property existing on your books as of month end immediately preceding the date of termination or expiration. For purposes of this paragraph, "book value" means the amount you actually paid for the personal property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule you use for accounting purposes). Notwithstanding the foregoing, to the extent that United exercises its right to purchase any personal property that is subject to a lease or finance agreement, the purchase price of such personal property shall equal the amount of your remaining obligations under the lease or finance agreement, as applicable. We shall be entitled to offset the purchase price by the amount of money owed by you to us for any payments necessary to acquire clear title to property or for any other debt. If we exercise our option to purchase, pending the closing of such purchase, we have the right to appoint a manager to maintain operation of the business, or we may require that you close the business during such period without removing any assets. You shall maintain in force all insurance policies required under this Agreement until the date of such closing.

Assignment. We have the unrestricted right to assign any of the two options mentioned above.

27. LEGAL MATTERS

27.A. INTERNAL DISPUTE RESOLUTION

You must first bring any claim or dispute between you and United to United's President, Chief Executive Officer, Chief Operating Officer and/or General Counsel. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party

27.B. MEDIATION

At United's option, all claims or disputes between United and you or your affiliates, arising out of, or in any way relating to, this Agreement or any other agreement by and between United and your affiliates or you, or any of the parties' respective rights and

obligations arising from such agreement, must be submitted first to mediation before the American Arbitration Association in Voorhees, New Jersey (the "AAA"). Before commencing any legal action against United or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to United, which specifies, in detail, the precise nature and grounds of such claim or dispute. United will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether United or its affiliates elects to exercise its option to submit such claim or dispute to mediation before the AAA. You may not commence any action against United or its affiliates with respect to any such claim or dispute in any court unless United fails to exercise its option to submit such claim or dispute to AAA mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the AAA mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by United. United's rights to AAA mediation, as set forth herein, may be specifically enforced by United and its officers and directors. Each party shall bear its own cost of mediation before the AAA and you and United shall split the mediator's fee equally.

27.C. PRELIMINARY RELIEF

Nothing contained herein shall prevent us from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and protect our interest prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation proceeding conducted hereunder.

27.D. CHOICE OF LAW

This Agreement takes effect upon its acceptance and execution by Franchisor and, subject to our rights under federal trademark laws, shall be interpreted and construed exclusively under the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law, except that the New Jersey Franchise Practices Act shall not apply to any Franchised Business or Center located outside of New Jersey. If your Franchised Business or Center is located outside of New Jersey, you waive, to the fullest extent permitted by law, the rights and protections that might be afforded through franchise or business opportunity laws of any state other than where your Franchised Business or Center is located. You hereby acknowledge that mailing to your last known address by certified or registered mail of any process shall constitute lawful and valid process.

27.E. VENUE AND JURISDICTION

The parties agree that any action brought by Franchisee against Franchisor in any court, whether federal or state, shall be brought within such state and in the judicial district in which Franchisor has its principal place of business. Any action brought by Franchisor against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which Franchisor has its principal place of

business. The parties agree that this section shall not be construed as preventing either party from removing an action from state to federal court. Franchisee hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis and not as part of a consolidated, common, or class action.

27.F. JURY TRIAL WAIVER

Franchisor and Franchisee irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or equity, regardless of which party brings suit and whether or not there are other parties in such action or proceeding. This waiver shall apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Franchise Agreement, the performance of either party, and/or your purchase of the franchise or of goods.

27.G. LIMITATION OF ACTION

The parties further agree that no cause of action arising out of or under this Agreement may be maintained by either party against the other unless brought before the expiration of two (2) years after the act, transaction, or occurrence upon which such action is based or, with the exception of claims for payment of royalties or other monetary obligations or for Franchisor's right to injunctive relief, the expiration of one (1) year after the complaining party becomes aware of facts or circumstances reasonably indicating that such party may have a claim against the other party hereunder, whichever occurs sooner, and that any action, with the exception of claims for payment of royalties, advertising fund payments, or other monetary obligations, including interest on such obligations, or for Franchisor's right to injunctive relief, not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

27.H. WAIVER OF PUNITIVE DAMAGES

Each party waives to the fullest extent permitted by law any right to or claim for any punitive, exemplary, incidental, indirect, special, or consequential damages which either party may have against the other party arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, or otherwise) and agrees that in the event of a dispute, recovery shall be limited to actual damages sustained. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

You hereby waive the right to obtain any remedy based on the alleged fraud, misrepresentation, or deceit by United, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of

franchises, or any regulation or rules promulgated there under.

27.I. NO RIGHT TO OFFSET

You shall not withhold all or any part of any payment to United or any of its affiliates on the grounds of United's alleged nonperformance or as an offset against any amount United or any of United's affiliates allegedly may owe you under this Agreement or any related agreements.

27.J. PRIOR NOTICE OF CLAIMS

As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, you must notify United within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

27.K. ATTORNEY'S FEES

If either party institutes any judicial or mediation proceeding to enforce any monetary or non-monetary obligations or interpret the terms of this Agreement, and United prevails in the action or proceeding, you shall be liable to United for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

27.L. THIRD PARTY BENEFICIARIES

United's officers, directors, shareholders, agents, and/or employees are express third party beneficiaries of the mediation provisions set forth in this section 27, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by you.

28. CONSTRUCTION

28.A. NO WAIVER

Our failure to insist upon strict compliance with any provision of this Agreement shall not be a waiver of our right to do so, any law, custom, usage, or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement shall be cumulative. Our election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

28.B. SEVERABILITY

The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or

unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning that renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, we reserve the right to terminate this Agreement.

28.C. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the Franchisee's franchise. No promises, inducements or representations not contained in this Agreement have been made, nor shall any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. We reserve the right to change our policies, procedures, standards, specifications, or manuals at our discretion. Nothing in this Agreement or any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we furnished to you.

28.D. SURVIVAL

Any provisions of this Agreement that may be reasonably interpreted to impose any obligation after termination or expiration hereof shall survive such termination or expiration and be binding upon the parties.

28.E. SCOPE OF TERMS

The term “Franchisee” and “you” include all persons or entities identified as “franchisee” in this Agreement. The term “principals” shall include your general and limited partners, if you are a partnership, your officers, directors, and shareholders, if you are a corporation, and your members and managers if you are a limited liability company. The term “entity” means a corporation, partnership, limited partnership, or limited liability company. The paragraph captions are inserted only for convenience and reference and are not intended to define, limit, or describe the scope, intent, or language of this Agreement or any provisions hereof.

28.F. BINDING EFFECT

This Agreement shall be binding upon the parties and their heirs, executors, personal representatives, successors, and assigns. All franchisee signatories to this Agreement and all partners, shareholders, and officers in a corporate franchisee, and members and managers in a limited liability company franchisee, shall be jointly and severally liable

for the performance of all terms, covenants, conditions and financial responsibilities hereof.

29. ACKNOWLEDGMENTS, REPRESENTATIONS AND WARRANTIES

29.A. ACKNOWLEDGEMENTS

Franchisee acknowledges that he, she, or it has conducted an independent investigation of the business franchised hereunder and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee and, if a corporation, limited liability company, or a partnership, its owners as independent businesspersons.

Franchisee's Initials _____

We recommend that you make an independent investigation of the potential earning capability of the franchised business and that you consult with an attorney or other advisor before you execute this Agreement.

Franchisee's Initials _____

You acknowledge that United instructs its employees and sales personnel that they are not permitted to make any oral claims or statements concerning earning capability or chance of success; that they are not authorized to orally represent or estimate dollar figures concerning the United System or its business operations; and that United will not be bound by allegations of unauthorized oral representations as to earnings capability or chances of success.

Franchisee's Initials _____

29.B. RECEIPT OF DOCUMENTS

You acknowledge that Franchisee received a copy of: (a) the Franchise Disclosure Document required by the Federal Trade Commission Franchise Rule, financial statements, and contracts for the United franchise at least 14 calendar days before you sign a binding agreement with, or make any payment to, Franchisor or an affiliate in connection with the proposed franchise sale. You further acknowledge that Franchisee received a copy of this Agreement with Exhibits and agreements relating hereto, if any, with no terms or conditions that differ materially from those presented as an attachment to the Franchise Disclosure Document unless the Franchisor has informed you of the differences at least seven (7) calendar days before you execute the Franchise Agreement.

Franchisee's Initials _____

29.C. WARRANTIES

We make no warranties, express or implied, nor any representation whatsoever other than as expressly set forth herein. You warrant and represent to us that you (and all principals and entities, if applicable) have the full right, ability, and authorization to enter into this Agreement; that no such person or entity is a party to any agreement which might interfere with the performance of this Agreement; and that entering into this Agreement shall not in any way interfere with or constitute a breach of any prior, existing contract(s) to which you (or principals and entities, if applicable) are a party. If you are a partnership, corporation, or limited liability company, the person executing this Agreement on behalf of such partnership, corporation, or limited liability company warrants to United, both individually and in his or her capacity as partner, officer, member, or manager, that all of the partners of the partnership, all of the shareholders of the corporation, or all of the members and managers of the limited liability company, have read and approved this Agreement. You agree to indemnify and hold harmless United, and our officers, directors, agents, attorneys, and employees from any and all claims, demands, suits, expenses, costs, attorney's fees, judgments, or other charges incurred by us by reason of reliance on these warranties.

29.D. PERSONAL GUARANTY

You acknowledge that each partner in a limited partnership, shareholder in a corporate franchisee, and member and manager in a limited liability company, is obligated to execute a Guaranty Agreement and Acknowledgement agreeing to personally abide by all of the terms and conditions of this Agreement and guaranteeing to us Franchisee's performance and financial obligations under this Agreement. Unless all such partners, shareholders, members, and managers execute such Guaranty Agreements and Acknowledgements concurrently herewith, this Agreement shall, at our option, become null and void and confer no rights upon Franchisee. All guarantors shall be jointly and severally liable for the performance of all of the terms, covenants, and conditions hereof. If you are an individual, or subsequent to execution hereof, you assign this Agreement to an individual, such individual's spouse hereby personally and unconditionally guarantees without notice, demand, or presentment the payment of all of your monetary obligations under this Agreement as if he or she were an original party to this Agreement in his or her individual capacity. All such spouses shall execute our Guaranty Agreement and Acknowledgement.

29.E. SPOUSAL CONSENT

If you are an individual(s), or subsequent to execution hereof, you assign this Agreement to an individual(s), such individual's spouse and the spouses of all personal guarantors described in section 23.C, above, hereby personally and unconditionally guarantee without notice, demand, or presentment the payment of all of your monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses, including the spouses of personal guarantors, further agree to be bound by the restrictions upon your activities upon transfer, termination, or expiration of this Agreement as if each were an original party to

this Agreement in his or her individual capacity. All such spouses must execute a spousal consent in the form attached hereto as Exhibit D. In the event of divorce and re-marriage, or subsequent marriage, Franchisee covenants and agrees to provide Franchisor with a properly executed spousal consent, in the form prescribed by Franchisor.

29.F. INVESTIGATION

Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee and, if a corporation, limited liability company, or a partnership, its owners as independent businesspersons. Franchisor expressly disclaims the making of, and Franchisee acknowledges that he, she, or it has not received any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

Franchisee acknowledges that he, she or it has read and understands this Agreement, the exhibits hereto, and agreements relating thereto, if any, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

Franchisee's Initials _____

29.G. NO CONFLICTING OBLIGATIONS

Each party represents and warrants to the others that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising his, her, or its rights under this Agreement; and/or (c) fulfilling his, her, or its responsibilities under this Agreement.

Each of the individuals executing this Agreement and the Exhibits hereto warrants and represents that he or she has full authority to execute this Agreement and the Exhibits hereto and to bind the entity on whose behalf he or she is executing this Agreement and the Exhibits hereto.

Franchisee's Initials _____

29.H. FRANCHISEE'S RESPONSIBILITY FOR APPROVED LOCATION

Franchisee acknowledges that he, she, or it shall have sole and complete responsibility for the choice of the Approved Location; that Franchisor has not (and shall not be deemed to have, even by virtue of Franchisor's approval of the proposed Approved Location) given any representation, promise, or guarantee of Franchisee's success at the Approved Location; and that Franchisee shall be solely responsible for his, her, or

its own success at the Approved Location.

Franchisee's Initials _____

29.I ANTI-TERRORIST ACTIVITIES

You certify that neither you nor your owners, principals, employees, or anyone associated with you is listed in the Annex to Executive Order 13224. (The Annex is available at http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html.) You agree not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in your, your owners, principals, employees, or anyone associated with you being listed in the Annex to Executive Order 13224. You agree to comply with and/or assist United to the fullest extent possible in United's efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent, and warrant that none of your property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws, and you specifically acknowledge and agree that your indemnification responsibilities as provided in Section 21(E) of this Agreement pertain to you obligations under this Section 29. Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your owners, principals or employees shall constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with United or one of United's affiliates. As used herein, "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

The parties hereto, intending to be legally bound, have hereunto executed this Agreement under seal.

ATTEST:

_____

UNITED FINANCIAL SERVICES GROUP, INC.

BY: _____
John Leonard
Chief Operating Officer

Date:_____

FRANCHISEE

_____ _____

WITNESS

_____ _____

Printed Name of Witness Printed Name of Franchisee

Date:_____ Date:_____

EXHIBIT A
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

GUARANTY AGREEMENTAND ACKNOWLEDGMENT

Whereas, the foregoing Franchise Agreement with an Effective Date of the date on which it is executed by Franchisor after having been executed by Franchisee on _____, and returned to Franchisor at its offices in Voorhees, New Jersey (the "Franchise Agreement"), has been entered into between **United Financial Services Group, Inc.** ("Franchisor"), and _____ ("Franchisee") for the operation by Franchisee of a United Center; and

WHEREAS, the undersigned guarantor desires to guarantee the obligations of Franchisee to Franchisor:

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

The undersigned, as a person with an interest in a United franchise, agrees to personally and unconditionally guarantee the obligations of Franchisee to Franchisor and shall personally be subject to and bound by all terms, conditions, restrictions, and prohibitions contained in the Franchise Agreement, including, without limitation, the confidentiality provisions, covenants, and indemnification provisions. Further, the undersigned agrees personally to act as surety for the full and faithful performance of all of the financial obligations, commitments, and payments required of Franchisee in the Franchise Agreement. The undersigned agrees that Franchisor does not have to pursue any remedies it may have against the Franchisee or any other individual guarantor; but, rather, it may proceed directly and primarily against the undersigned with or without joining Franchisee or other guarantors as principals or as named parties in any such proceeding. The undersigned is jointly and severally liable for such obligations, commitments, and payments required of Franchisee.

I hereby authorize Franchisor to obtain updated credit reports at any time during the term of this Franchise Agreement.

Guarantor acknowledges that he or she has conducted an independent investigation of the United Financial Services Group, Inc. franchise program and recognizes that the business venture contemplated by the franchisee involves business risk and that success will be largely dependent upon the ability of the franchisee, Guarantor and other persons with an interest in the franchise as independent business persons. United Financial Services Group, Inc. expressly disclaims the making of, and Guarantor acknowledges not receiving, any guaranty or warranty, express or implied, or any representation as to the potential volume, profits, or success of the business venture contemplated by the Franchise Agreement. Guarantor further represents that he or she is not a party to any agreement which might interfere with the performance required of persons with an interest in the franchise under the Franchise Agreement and that entering into such agreement shall not in any way interfere with or constitute a breach of any prior or existing contract to which Guarantor is a party.

Witness

_____
Guarantor
Date:_____

_____
Printed Name of Witness
Date:_____

EXHIBIT B
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to **United Financial Services Group, Inc.,** a Pennsylvania corporation ("Assignee"), all of Assignor's right, title, and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit 1 (the "Lease") respecting premises commonly known as:

_____

This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor there under. Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the Franchise Agreement for the United Center between Assignee and Assignor ("the Franchise Agreement), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right but not the obligation, to assume the lease and take possession of the premises demised by the Lease, expel Assignor there from, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extensions or renewal.

_____, Assignor

Date:_____ BY:_____

_____, _____

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforementioned described Lease and hereby:

(a) Agrees to notify Assignee in writing of and upon failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee, or its nominee ("Nominee"), shall have the right, but shall not be obligated to cure any default by Assignor under the lease within 30 days after delivery by Lessor of noticed thereof in accordance with paragraphs (a) above;

(c) Consents to the forgoing Collateral Assignment and agrees that if Assignee or Nominee confirms to Lessor the assumption of the Lease by Assignee or Nominee as tenant there under, Lessor shall recognize Assignee or Nominee as tenant under the Lease, and secure possession of the leasehold premises for assignee. Landlord agrees that Assignee or Nominee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within any applicable grace or cure period set forth in the Lease;

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenants obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise.

LESSOR:

Date:_____ _____

_____

EXHIBIT C
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for trained employees, shareholders, officers, directors, general partners, members and managers, and other trained employees of Franchisee)

In consideration of my being _____ (the "Capacity") of a *United Check Cashing*® franchise (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I hereby acknowledge and agree that Franchisee, doing business as United Check Cashing, has acquired the right and franchise from **United Financial Services Group, Inc.** (the "Company") to establish and operate a United Center (the "Franchised Business") and the right to use in the operation of the Franchised Business the Company's trade names, trademarks, and service marks (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of the Franchised Businesses (the "System"), as they may be changed, improved, and further developed from time to time in the Company's sole discretion, only at the Approved Location, as that term is defined in the foregoing Franchise Agreement, (the "Franchised Business Premises").

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes, among other things, certain trade secrets and copyrighted materials, methods, and other techniques and know-how (the "Confidential Information").

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

3. In my Capacity for Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the United Financial Services Group, Inc. Operations Manual (the "Manual") and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties in my Capacity for Franchisee, and will continue not to disclose any such information even after I cease to be in that position, and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement between Franchisee and the Company.

6. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, and for a period of two years thereafter, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which operates or licenses any other retail business which sells to the general public a variety of financial services and related products, including check cashing, electronic deposits, money orders, money transfers, utility bill

payments, and debit cards, except a United Franchised Business operating under the System and Proprietary Marks.

7. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

8. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, attorney fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of, this Agreement.

10. This Agreement shall be construed under the laws of the State of New Jersey. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature: _____

Name: _____

Address: _____

Title: _____

Date: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

SPOUSAL CONSENT

NOTE: IF FRANCHISEE(S) IS(ARE) AN INDIVIDUAL(S), EACH INDIVIDUAL'S SPOUSE MUST SIGN A SPOUSAL CONSENT.

The individual listed below represents to **United Financial Services Group, Inc.** ("Company") that he/she is the spouse of the individual who have signed a Franchise Agreement with the Company on _____.

In consideration of the grant by the Company to Franchisee under the foregoing Franchise Agreement, the spouse listed below agrees, in consideration of benefits received and to be received by him/her, and for his/her heirs, legal representatives and assigns that they, and each of them:

a. must be firmly bound by all of the terms, provisions and conditions of the Franchise Agreement;

b. unconditionally guarantees the full and timely performance by Franchisee of all of Franchisee's obligations under the Franchise Agreement, including, without limitation, any of Franchisee's indebtedness arising under or by virtue of the Franchise Agreement; and

c. agree to be bound by the in-term and post-term covenants of the Franchise Agreement.

_____
Spouse's Printed Name

_____
Signature

Date: _____

EXHIBIT E
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT
OF FRANCHISEE'S TELEPHONE NUMBERS

1. _____, doing business at the Approved Location, as that terms is defined in the foregoing Franchise Agreement, ("Assignor"), in exchange for valuable consideration provided by **United Financial Services Group, Inc.** ("Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers and listings utilized by Assignor in the operation of its United Center at Assignor's above-referenced address. Those numbers are as follows:

_____

_____

2. If any or all telephone numbers and/or listings utilized or to be utilized by Assignor in the operation of its United Center at Assignor's Approved Location (as that term is defined in the foregoing Franchise Agreement) are unknown at the time this Conditional Assignment is signed, the parties agree to execute an addendum or addenda to this Conditional Assignment ("the Conditional Assignment Addendum") within seven (7) days from the date any telephone number or listing is assigned to Assignor setting forth such numbers or listing and subjecting them to the terms and conditions of this Conditional Assignment. Any and all Conditional Assignment Addenda executed shall become a part of this Conditional Assignment upon execution. In the event the parties do not execute such Conditional Assignment Addenda within the required time period as set forth herein, the parties agree that any telephone numbers and/or listing utilized by Assignor in the operation of its United Center at the Approved Location shall be subject to the terms and conditions of this Conditional Assignment.

3. The conditional agreement will become effective automatically upon termination of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company to assure the effectiveness of the assignment of telephone numbers as if the Assignee had been originally issued such telephones, telephone numbers, telephone listings and the usage thereof.

4. Assignor agrees to pay the telephone company on or before the effective date of assignment all amounts owed for the use of the telephone number(s) including, without limitation, Yellow Pages advertising. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company to effectuate this agreement, and agrees to fully cooperate with the telephone company and Assignee in effectuating this assignment.

ASSIGNOR:

BY: _____
TITLE:_____
Date: _____

WITNESS:

_____
_____
Printed Name of Witness
Date: _____

ASSIGNEE:

UNITED FINANCIAL SERVICES GROUP, INC.

By: _____
John Leonard, Chief Operating Officer
Date: _____

ATTEST:

_____

EXHIBIT F
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

KIOSK ADDENDUM

THIS KIOSK ADDENDUM TO FRANCHISE AGREEMENT (the "Addendum") is made between **United Financial Services Group, Inc.,** a Pennsylvania corporation, with its principal place of business at Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043 ("United", "Franchisor", "we" and/or "us"), and _____, a _____ corporation, having an address at _____ ("Franchisee" and/or "you") and amends that certain Franchise Agreement entered by the parties on even date herewith (the "Franchise Agreement"). The "Effective Date" of this Agreement is the date on which it is executed below by United after having been executed by Franchisee and returned to United at its offices in Voorhees, New Jersey. All terms defined in the Franchise Agreement shall have the identical meaning in this Addendum.

RECITALS

WHEREAS, Franchisee desires to obtain from United and United is willing to grant to Franchisee, a United Check Cashing® Kiosk Center franchise upon the terms and subject to the conditions set forth in the Franchise Agreement and this Addendum;

WHEREAS, all of the terms of this Addendum are in addition to the terms and conditions contained in the Franchise Agreement, all of which Franchisee has duly signed and agreed to be bound to and under.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually acknowledge and agree as follows:

1. The Recitals are hereby incorporated by reference.

2. Grant of Kiosk Center Franchise. United hereby grants to Franchisee, and Franchisee hereby accepts, the right and non-exclusive license, during the term established under the Franchise Agreement signed by Franchisee (the "Term") to operate a single United Check Cashing® Kiosk Center from Franchisee's existing, specific business located at _____ ("Franchisee's Business") (provided this location is not otherwise operated as a check cashing center or offers to the public other financial services and products). United reserves the right to approve or disapprove of any potential business as an acceptable location for a United Check Cashing Kiosk Center.

3. No Relocation. Franchisee may not relocate the United Check Cashing Kiosk Center except with the advance written consent of United.

4. Protected Area. Subject to the exceptions listed in Section 3.B of the Franchise Agreement, Franchisee shall receive an area in which to operate its United Check Cashing Kiosk Center consisting of a radius or boundary surrounding the Kiosk Center (the "Protected Area"). Franchisee's Protected Area will be a circle, the center of which will be the front door of the business which houses the Kiosk Center. The radius of the circle will be one-quarter (1/4) of a mile irrespective of population.

5. Initial Franchise Fee. The Initial Franchise Fee for a Kiosk Center is Ten Thousand Dollars ($10,000.00) (the "Initial Franchise Fee"), payable in a lump sum upon execution of the Franchise Agreement and this Addendum. We have fully earned the Initial Franchise Fee, and it is consideration for administrative and other expenses we have incurred in granting you this franchise and for our lost or deferred opportunity to franchise others. The Initial Franchise Fee is not refundable for any reason except in circumstances where you, after 18 months from signing the Franchise Agreement, and after exercising best efforts, have failed to obtain a bank which will transact all of the business for operation of the Kiosk.

6. No Cooperative Advertising. Franchisee agrees not to use United's Proprietary Marks in any manner whatsoever in connection with the marketing and promotion of Franchisee's Business. Any proposed cooperative advertising materials between Franchisee's Business and the Franchised Business (including but not limited to any advertising on Franchisee's Business website(s)) shall be first submitted to United for its prior review and approval.

7. Telephone Equipment. Franchisee may utilize the same telephone equipment as that used for Franchisee's Business provided Franchisee maintains separate telephone numbers and one dedicated exclusively to the Franchised Business.

8. Additional Hold Harmless and Indemnification. In addition to Franchisee's obligations described in Section 21.E of the Franchise Agreement, Franchisee shall defend and indemnify United and its officers, directors, agents, attorneys, and employees from and against any and all losses, claims, damages, expenses and fees (including attorneys' fees and costs) in connection with its ownership and/or operation of the Franchisee's Business. This clause survives expiration or termination of the Franchise Agreement and Addendum.

9. The Franchise Agreement and this Addendum constitute the full and complete agreement between the parties and supersede any and all prior agreements. If any ambiguity exists between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum will govern and control.

10. Except as expressly modified herein, the terms and conditions of the Franchise Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date(s) indicated below.

ATTEST:

_____

UNITED FINANCIAL SERVICES GROUP, INC.,
Franchisor

By:_____
John Leonard
Chief Operating Officer

Date: _____

ATTEST:

_____

_____
Franchisee

By:_____
President

Date: _____

EXHIBIT G
TO
UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT

CONVERSION ADDENDUM

THIS CONVERSION ADDENDUM TO FRANCHISE AGREEMENT (the "Addendum") is made between **United Financial Services Group, Inc.,** a Pennsylvania corporation, with its principal place of business at Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield - Berlin Road, Voorhees, New Jersey 08043 ("United", "Franchisor", "we" and/or "us"), and _____, a _____ corporation, having an address at _____ ("Franchisee" and/or "you") and amends that certain Franchise Agreement entered by the parties on even date herewith (the "Franchise Agreement"). The "Effective Date" of this Agreement is the date on which it is executed below by United after having been executed by Franchisee and returned to United at its offices in Voorhees, New Jersey. All terms defined in the Franchise Agreement shall have the identical meaning in this Addendum.

RECITALS

WHEREAS, Franchisee desires to obtain from United and United is willing to grant to Franchisee, a United Check Cashing® Center franchise upon the terms and subject to the conditions set forth in the Franchise Agreement and this Addendum;

WHEREAS, all of the terms of this Addendum are in addition to the terms and conditions contained in the Franchise Agreement, all of which Franchisee has duly signed and agreed to be bound to and under.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually acknowledge and agree as follows:

1. The Recitals are hereby incorporated by reference.

2. Grant of Center Franchise. United hereby grants to Franchisee, and Franchisee hereby accepts, the right and non-exclusive license, during the term established under the Franchise Agreement signed by Franchisee (the "Term") to operate a single United Check Cashing® Center from Franchisee's existing, specific business located at _____ ("Franchisee's Business"). United reserves the right to approve or disapprove of any potential business as an acceptable location for a United Check Cashing Center.

3. No Relocation. Franchisee may not relocate the United Check Cashing Center except with the advance written consent of United.

4. Initial Franchise Fee. Upon execution of the Franchise Agreement and this Addendum, you shall pay to United an Initial Franchise Fee of Ten Thousand Dollars ($10,000.00) (the "Initial Franchise Fee"). We have fully earned the Initial Franchise Fee, and it is consideration for administrative and other expenses we have incurred in granting you this franchise and for our lost or deferred opportunity to franchise others. The Initial Franchise Fee is not refundable for any reason.

Check only one below:

_____ The conversion does not involve the sale or transfer of the business to anyone. Therefore, the Initial Franchise Fee will be credited against Royalties as they are incurred.

_____ The conversion involves the sale or transfer of an independent business to an existing United Check Cashing® franchisee. Therefore, the Initial Franchisee Fee is waived.

_____ The conversion involves the Franchisor finding a buyer outside of the United Check Cashing® System to buy the independent check cashing business and that business is converted to a United Check Cashing® franchise. Therefore, the Initial Franchisee Fee applies with no credit against Royalties.

5. The Franchise Agreement and this Addendum constitute the full and complete agreement between the parties and supersede any and all prior agreements. If any ambiguity exists between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum will govern and control.

6. Except as expressly modified herein, the terms and conditions of the Franchise Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum on the date(s) indicated below.

ATTEST:

_____

UNITED FINANCIAL SERVICES GROUP, INC.,
Franchisor

By:_____
John Leonard
Chief Operating Officer

Date: _____

ATTEST:

_____

Franchisee

_____ By:_____

President

Date: _____

Exhibit I

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA
and
SMALL BUSINESS ADMINISTRATION ADDENDUM

UNITED FINANCIAL SERVICES GROUP, INC.
ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MARYLAND

THE UNITED FINANCIAL SERVICES GROUP, INC.

FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF MARYLAND.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED
EXCLUSIVELY BY THE STATE OF MARYLAND
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

*** * ***

THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD

UNITED FINANCIAL SERVICES GROUP, INC.
ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

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AMENDMENT TO UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

This Amendment shall pertain to franchises sold in the State of Maryland and shall be for the purpose of complying with Maryland states and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

Any general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. To the extent that the Franchise Agreement contains any provision requiring a franchisee to file any lawsuit against franchisor only in a court in the State of New Jersey, such provision is amended to permit the franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Section 14-266 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent that the Franchise Agreement requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase your franchise, the Franchise Agreement is amended to provide that such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

Any limitation of claims provision will not act to reduce the time afforded a franchisee for bringing a claim under the Maryland Franchise Law.

ATTEST:

_____

WITNESS

_____

Printed Name of Witness

Date:_____

UNITED FINANCIAL SERVICES GROUP, INC., Franchisor

BY: _____

_____, President

Date:_____

_____, Franchisee

BY: _____

_____, _____

Date:_____

AMENDMENT TO UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

For franchises and franchisees subject to the Maryland Franchise Registration and Disclosure Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the United Financial Services Group, Inc. Franchise Disclosure Document.

Items 5 and 6:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. To the extent the Franchise Agreement contains any provision requiring a franchisee from filing any lawsuit against the franchisor only in a court in the State of New Jersey, such provision is amended to permit the franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchiser Registration and Disclosure Law.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

UNITED FINANCIAL SERVICES GROUP, INC.
ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK

THE UNITED FINANCIAL SERVICES GROUP, INC.

FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED
EXCLUSIVELY BY THE STATE OF NEW YORK
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

*** * ***

THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD

UNITED FINANCIAL SERVICES GROUP, INC.
ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

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AMENDMENT TO UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirement of the New York General Business Law, Article 33, the parties to the attached United Financial Services Group, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Paragraphs 5.B.f and 24.C, bullet 4, of the Agreement with respect to your execution of a general release shall be supplemented by the following provision:

   Provided that all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the GBL of New York and the regulations issued there under shall remain in force; it being the intent of this provision that the non-waiver provisions of sections 687.4 and 687.5 of the New York State General Business Law be satisfied.

2. Paragraph 21.E of the Agreement shall be supplemented to include the following provision:

   Notwithstanding the above, you shall indemnify United and hold United harmless from liabilities resulting from your breaches and civil wrongs only.

3. Paragraph 24.A of the Agreement shall be supplemented to include the following paragraph:

   In the event of such an Assignment, United will ascertain that its assignee, in United's reasonable judgment, possesses the economic resources to fulfill United's obligations to its franchisees.

4. The first sentence in Paragraph 27.C of the Agreement shall be supplemented as follows:

   Nothing contained herein shall bar either party's right to seek to obtain injunctive relief against threatened conduct that will cause a loss or damage, under the usual equity rules, including the applicable rules for seeking to obtain restraining orders and preliminary injunctions.

5. Paragraph 27.D of the Agreement shall be supplemented by the following provision:

   However, the foregoing choice of law shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the New York State General Business Law.

6. Paragraph 27.G of the Agreement shall be supplemented as follows:

Provided, however, that all rights you enjoy and any causes of action which arise in its favor from the provisions of Article 33 of the New York State General Business Law and the regulations issued there under remain in force; it being the intent of this provision that the non-waiver provisions of the GBL sections 687.4 and 687.5 be satisfied.

7. United's termination of the Agreement because of your insolvency or bankruptcy may not be enforceable under applicable federal law (ii U.S.C.A. §§ 101, et seq.).

8. Paragraph 28.C of the Agreement shall be supplemented as follows:

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

_____
Franchisor's Initials/Date

_____
Franchisee's Initials/Date

ADDENDUM TO UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is to be added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent

conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum"**, and Item 17(w), titled **"Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN
UNITED FINANCIAL SERVICES GROUP, INC.
AND _____

This Amendment is made by and between United Financial Services Group, Inc. ("Franchisor") and _____ ("Franchisee"). Franchisor and Franchisee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, mutually acknowledge and agree to amend the Franchise Agreement entered into between Franchisor and Franchisee with a _____, 20__, effective date (the "Franchise Agreement") as follows:

Notwithstanding anything in the Franchise Agreement to the contrary, the following shall apply:

Paragraph 7.A. of the First Franchise Agreement shall be amended to read as follows:

Commencing with the opening of your Center, you agree to pay a royalty on check cashing and electronic deposit services in an amount equal to .16% of the face amount of all checks cashed and electronic deposits made. Notwithstanding this, where you have collected no fee for cashing a check or deposit, no royalty is due. United reserves the right to increase the royalty payment to an amount equal to 10% of the maximum amount a check cashier may charge to cash a check under applicable New York law; however, United shall not increase the royalty payment to an amount in excess of 2/10 of 1% (*i.e.*, .0020).

UNITED FINANCIAL SERVICES GROUP, INC.

Date:_____ by:_____
John Leonard, Chief Operating Officer

_____

Date:_____ by:_____
, President

UNITED FINANCIAL SERVICES GROUP, INC. LLC
ADDENDUM TO UNIFORM FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE UNITED STATES SMALL BUSINESS ADMINISTRATION

UNITED FINANCIAL SERVICES GROUP, INC.
UNIFORM FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE UNITES STATES SMALL BUSINESS ADMINISTRATION.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE UNITED STATES SMALL BUSINESS ADMINISTRATION AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.

*** * ***

THE INFORMATION CONTAINED HEREIN MUST BE REVIEWED IN CONJUNCTION WITH THE FDD

AMENDMENT TO UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE AGREEMENT REQUIRED BY THE
UNITED STATES SMALL BUSINESS ADMINISTRATION

This Amendment shall pertain to franchisees who obtain from a lender a loan in which funding is provided with the assistance of the United States Small Business Administration (the "SBA"). Pursuant to the requirements of the SBA, the Franchise Agreement is amended as follows:

The following language is added to section 24.C:

"Franchisor will not unreasonably withhold, delay or condition its consent to any proposed sale or transfer permitted pursuant to this section 24.C of the Franchise Agreement."

The following language is added to section 24.D:

"If Franchisor exercises its option to enter the Franchise Business and operate it under this section 24.D, Franchisor shall operate the Franchised Business for a period of not longer than 90 days, which period may be renewed as necessary for up to one (1) year. Franchisor will periodically discuss the status with Franchisee's guardian or representative."

The following language is added to section 24.E:

"If Franchisor exercises its option to enter the Franchise Business and operate it under this section 24.E, Franchisor shall operate the Franchised Business for a period of not longer than 90 days, which period may be renewed as necessary for up to one (1) year. Franchisor will periodically discuss the status with Franchisee's heirs."

The following language is added to section 26.J:

“To the extent Franchisor obtains a security interest in any equipment, supplies, or other personal property as provided for in this section 26.J, such security interest shall be subordinated to any SBA loan.”

ATTEST:

_____

_____
WITNESS

_____
Printed Name of Witness

Date:_____

UNITED FINANCIAL SERVICES GROUP, INC., Franchisor

BY: _____
_____, Chief Operating Officer

Date:_____

_____, Franchisee

BY: _____
_____, _____

Date:_____

EXHIBIT J

UNITED FINANCIAL SERVICES GROUP, INC.
FRANCHISE DISCLOSURE DOCUMENT

TERMINATION OF FRANCHISE AGREEMENT AND RELEASE

TERMINATION OF FRANCHISE AGREEMENT AND RELEASE

This Termination of Franchise Agreement and Release (the "Agreement") is made as of the latest date on which it is executed by any party hereto, by and between United Financial Services Group, Inc., a Pennsylvania corporation with its principal offices at Laurel Oak Corporate Center, Suite 302,1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043 ("United"), and _____, a _____ with an address at _____ ("Franchisee" and, together with United, the "Parties").

BACKGROUND

A. Franchisee entered into a franchise agreement with a _____, effective date (the "Franchise Agreement") with United pursuant to which United granted to Franchisee the right and Franchisee undertook the obligations to operate a United Check Cashing franchise at _____ (the "Center").

B. Franchisee now desires to terminate the Franchise Agreement and all rights and obligations between the Parties relating to the Franchise Agreement and otherwise, and United desires to accept such termination pursuant to the terms of this Agreement.

AGREEMENT

For and in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration set forth herein, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement and the Franchise Agreement, all rights and obligations between United and Franchisee arising from or related to the Franchise Agreement shall terminated at the end of _____ (the "Termination Date").

2. Notwithstanding anything in this Agreement to the contrary, the Parties agree that Franchisee shall remain bound by sections 8.B, 8.D (Prohibitions), 11.E, 12.B, 15, 18, 20.B, 20.C, 21,C, 21.E, 22, 26, 27, and 28 of the Franchise Agreement, including, without limitation, those obligations relating to nondisclosure and covenants not to compete.

3. Notwithstanding anything in this Agreement to the contrary, the Parties agree that Franchisee shall return all operations manuals and proprietary information (as defined in the Franchise Agreement) in Franchisee's possession, custody or control to United and remove all Point of Sale materials, United signs and trademarks from the Center on or before _____. Also on or before _____, Franchisee shall provide to United written confirmation certifying that Franchisee has complied with his, her or its obligations under this paragraph.

4. Franchisee agrees that, prior to the Termination Date, Franchisee shall make all royalty payments and provide all reports as required under the Franchise Agreement (the "Pre-Termination Payments"). Franchisee further agrees that on or before _____, Franchisee shall pay to United all royalties due for _____ (the "Final Payment" and, together with the Pre-Termination Payments, the "Payments").

5. In consideration of the promises, agreements and obligations contained herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Franchisee, on behalf of him, her or itself and all of his, her or its current and former agents, representatives, attorneys, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, partners, employees, heirs, members, personal representatives, employee benefit and/or pension plans, funds, successors and assigns, and any entity or individual purporting to claim through any of them (the "Franchisee Releasors"), hereby irrevocably and unconditionally releases, acquits and forever discharges United and all of its current and former agents, representatives, attorneys, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, partners, employees, heirs, members, personal representatives, employee benefit and/or pension plans, funds, successors and assigns, and any entity or individual purporting to claim through any of them (the "United Releasees"), individually and collectively, of and from any and all liabilities, obligations, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, stipulations, promises, variances, trespasses, damages, judgments, executions, claims, demands and costs whatsoever, in law, admiralty or equity, direct or indirect, whether under contract, at tort, or otherwise, whether known or unknown, which any of the Franchisee Releasors, or any one or more of them, ever had, now has, claims to have or to have had, or hereafter can, shall or may have against the United Releasees or any one or more of them, arising out of or related to the offer, sale and operation of the Center and/or the Parties' respective rights and/or obligations under the Franchise Agreement.

6. Upon receipt by United of all of the Payments as set forth in paragraph 4, above, United shall execute a Release in the form attached hereto as Exhibit "A."

7. United agrees that it will not exercise any rights it has or may have pursuant to the Collateral Assignment of Lease and the Consent of Landlord attached to the Franchise Agreement as Addendum A and made part thereof.

8. This Agreement constitutes the entire integrated agreement of the Parties with respect to the subject matter contained in this Agreement. This Agreement cannot be modified except by a writing mutually signed by the Parties. The Parties can be contacted at the following respective addresses for purposes of this Agreement and agree that they agree to accept service of process at such respective addresses. Each Party shall provide the other with an address at which he, she or it can be served in the event the address for such Party contained herein changes:

United Financial Services Group, Inc.
Laurel Oak Corporate Center, Suite 302
1010 Haddonfield – Berlin Road
Voorhees, New Jersey 08043
Telephone: (215) 238-0300
Facsimile: (215) 238-9056

_____
_____
_____
Telephone: _____
Facsimile: _____

9. This Agreement shall be construed under the laws of the State of New Jersey, which laws shall control in the event of any conflict of law, except that the New Jersey Franchise Practices Act shall not apply to Franchised Businesses or Centers outside New Jersey. In this latter event, the law of the jurisdiction where the Franchised Business or Center is located shall apply.

10. This Agreement shall be for the benefit of and binding upon the Parties and their respective heirs, executors, predecessors, affiliates, parents, directors, officers, employees, representatives, successors and assigns.

11. Each of the individuals executing this Agreement hereby warrants that he or she has full authority to execute this Agreement on behalf of the Party for which he or she is executing this Agreement.

12. The Parties state that they have carefully read this Agreement, know its contents, freely and voluntarily agree to all of its terms and conditions, and have freely and voluntarily affixed their signatures hereto with full and complete authority to do so. Each Party acknowledges that the terms of this Agreement are fully understood and voluntarily accepted by each Party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the each of the Parties, and the Parties are not relying upon any statements or representations not embodied in this Agreement.

13. Franchisee agrees that he, she or it has and had a relationship with United at its offices in New Jersey and that, with the exception of United's right to seek injunctive relief in any appropriate jurisdiction, any action by or against United arising out of or relating to this Agreement shall be commenced and concluded in the State of New Jersey pursuant to the mediation and venue and jurisdiction provisions of the Franchise Agreement.

14. The Parties covenant and agree not to disclose to any person or entity not a party to this Agreement any of the terms or conditions of this Agreement, except that any Party may disclose this Agreement to his, her or its auditors, tax preparers, attorneys and regulators, upon the condition that such persons will keep the terms of this Agreement confidential, and any party may disclose that the matter has been resolved. This confidentiality provision does not prevent the Parties from responding to any request for information by any agent of the United States or Commonwealth government. In the event that any Party to this Agreement is required by applicable law or regulation or by legal process to disclose the terms of this Agreement, in whole or in part, such Party agrees to provide the other Parties with prompt notice of such requirement sufficiently in advance of the time of required disclosure so as to enable any such other Party to seek an appropriate protective order. Nothing in this paragraph shall prevent any Party hereto from making such use of this Agreement as may reasonably be necessary in a court of law to enforce any term or to prove the existence or effect of this Agreement.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

United Financial Services Group, Inc.

Attest:_____ By:_____
Printed Name:_____ _____, _____

Date:_____ Date:_____

_____

Witness:_____ By:_____
Printed Name:_____

Date:_____ Date:_____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date state below:

State	Effective Date
Maryland	Pending
New York	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or sell-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Financial Services group, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island law requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Wisconsin, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise agreement or other agreement or the payment of any consideration, whichever occurs first.

If United Financial Services Group, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit F of this disclosure document.

The franchisor is United Financial Services Group, Inc., located at Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043. Its telephone number is (215) 238-0300 or (800) 626-0787.

Issuance Date: March 29, 2023

The franchise seller for this offering is Albert DeStefano, Director of Franchise Development, United Financial Services Group, Inc., Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043.

United Financial Services Group, Inc. authorizes the respective state agencies identified on Exhibit F to receive service of process for it in the particular state.

I received a disclosure document dated March 29, 2023, that included the following Exhibits:

Exhibit A -- List of Outlets As Of December 31, 2022; List of Franchisees Who Have Signed Franchise Agreements But Have Not Yet Opened An Outlet As Of December 31, 2022; List of Franchisees Who Have Left the System As Of December 31, 2022.
Exhibit B -- Table of Contents of Operations Manual
Exhibit C -- U.S. Department of Treasury Forms
Exhibit D -- Financial Services of America Summary of Laws
Exhibit E -- Initial Purchases List
Exhibit F -- State Administrators / Agents for Service of Process
Exhibit G -- Financial Statements
Exhibit H -- Franchise Agreement
Exhibit I -- State Specific Addenda and Small Business Administration Addendum
Exhibit J – Termination of Franchise Agreement and Release

Date: _____ _____
(Do not leave blank.) Signature of Prospective Franchisee

_____
Print Name

You may return the signed receipt either by signing, dating and mailing it to Albert DeStefano, United Financial Services Group, Inc., Laurel Oak Corporate Center, Suite 302, 1010 Haddonfield – Berlin Road, Voorhees, New Jersey 08043 or by faxing a copy of the signed and dated receipt to United at (215) 238-9056, attention Albert DeStefano.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If United Financial Services group, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island law requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon, Wisconsin, and Washington require that we give you this disclosure document at least 10 business days before the execution of any binding franchise agreement or other agreement or the payment of any consideration, whichever occurs first.

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