

**With the TotalFunds<sup>®</sup> service, you get instant access to postage, and pay when you get the bill. The TotalFunds<sup>®</sup> service provides the simplest and most convenient way to order and pay for postage.**

**Convenience**

- Postage is available anytime it's needed
- One monthly statement with one monthly payment

**Improved Cash Flow**

- Pay for postage after you get the bill
- Control over repayment period; ability to extend payment over time

**Accountability**

- Pay for actual postage downloaded into the meter
- Eliminate guessing how much postage is needed in advance of a mailing
- Online reporting provides current and historical postage activity

**Enrollment is easy, and everyone is pre-approved for instant access to postage. Just follow these simple steps to get started today.**

1. Choose the right plan according to your monthly postage usage
2. Complete the form in its entirety and review the terms and conditions
3. Fax the signed form to 800-237-0692

**3 SIMPLE PRICING PLANS BASED ON YOUR MONTHLY VOLUME**

Plan	Monthly Postage Usage	Credit Limit	Price
Basic	\$0 – \$300	\$700	\$7.99/Month
Advantage	\$301 – \$2,500	\$5,500	\$19.99/Month
Premier**	\$2,501 +	Variable**	1% Transaction Fee

*\*\* For the Premier Plan, a \$100.00 enrollment fee applies. Account limit will be assigned within 3 business days.*

Company Name\*: \_\_\_\_\_ Contact Name\*: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Telephone\*: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address\*: \_\_\_\_\_

Address to Send Invoices\*: \_\_\_\_\_

City\*: \_\_\_\_\_ State\*: \_\_\_\_\_ Zip Code\*: \_\_\_\_\_

TMS Account#: \_\_\_\_\_

Monthly Postage Usage\*: \_\_\_\_\_

Pricing Plan:  Basic  Advantage  Premier

*If you don't select a pricing plan, you will automatically be enrolled in the Advantage Plan.*

I am currently enrolled in the TotalFunds<sup>®</sup> service and would like to change the plan in which I am enrolled.

Please indicate new plan requested by checking the appropriate box below:

Basic  Advantage  Premier  Premier Plus Monthly Usage: \$ \_\_\_\_\_

Customers requesting upgrades to Premier or Premier Plus must indicate anticipated monthly usage. Premier Plus upgrades are limited to customers currently on the Advantage Plus or Basic Plus Plans.

I agree to the terms and conditions outlined in the TotalFunds<sup>®</sup> Account Agreement.

Authorized Signature\*: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name\*: \_\_\_\_\_ Title: \_\_\_\_\_

*\* Indicates required information.*

## TotalFunds® Account Agreement

This Agreement is by and between Mailroom Finance, Inc. ("MFI") and the Customer identified on the Enrollment Form for this Account Agreement, and sets forth the terms and conditions that apply to a postage funding account as described herein.

1. **Establishment and Activation of Account.** By applying for a TotalFunds account you hereby authorize MFI, an affiliate of Neopost USA Inc. ("Neopost"), to establish an account in your name ("Account") for purpose of funding the purchase of postage from the United States Postal Service ("USPS") for use in postage meter equipment you rent from Neopost and, if offered by Neopost, to purchase supplies and other accessories from Neopost. The establishment of your Account shall be subject to MFI's approval of your creditworthiness. Once MFI has accepted your Enrollment Form and established your Account, you may then use the Account. Your Account Limit will be indicated on your invoice. Any use of the Account shall constitute your acceptance of all the terms and conditions of this Account Agreement, the Enrollment Form, and all other documents executed or provided in connection with either of them. The Account may not be used for personal, family, or household purposes.
2. **Operation of Account.** Each time an employee or agent of yours with the express, implied, or apparent authority to do so (each an "Authorized User") requests a postage meter reset from Neopost, Neopost will notify MFI of the amount requested. MFI will transfer the requested amount to the USPS on your behalf and your Account will be charged for the amount of postage requested and any related fees, if applicable. There is no minimum or maximum reset amount so long as you do not exceed your Account Limit, and there is no limit on the number of resets that you may request in any month. All transactions and transfers made under this Agreement shall be made in accordance with federal regulations governing remote postage meter resetting systems.
3. **Payment Terms.** You will receive a billing statement for each billing cycle in which you have any activity on your Account. Payments are due on the due date shown on your billing statement. You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. Whenever there is an unpaid balance outstanding on your Account which is not paid in full by the due date shown on your billing statement, MFI will charge you, and you agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by MFI on your Account that day, excluding unpaid interest and fees. The Annual Percentage Rate applicable to your Account will be equal to the lesser of eighteen percent points (18.00%) per annum or the maximum permitted by law. Each payment that you make will be applied to reduce the outstanding balance of your Account and replenish your available credit line. MFI may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit line.
4. **Account Limit and Account Fees.** You agree that MFI will establish a credit limit on your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on your invoice. MFI may, in our sole discretion, allow your balance to exceed the Account Limit. In the event MFI does so, you agree to pay MFI an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that you initiate after your Account has reached the Account Limit. Such amount will be charged to your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, you agree to pay the amounts set forth in this TotalFunds Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, and a fee for any checks that are returned as a result of insufficient funds. Unless prohibited by applicable law, MFI may charge you and you agree to pay MFI's fees then in effect for copies of your monthly statements. All such fees shall be added to your Account balance.
5. **Cancellation and Suspension.** MFI may at any time close or suspend your Account or temporarily refuse to allow further charges to your Account. You can cancel your Account at any time by notifying MFI in writing at the address provided on your Account statement of your desire to do so. No cancellation or suspension will affect your obligation to pay any amounts you then owe under this Agreement. MFI will notify you of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Agreement by either party.
6. **Default.** MFI may declare you in default if you (a) have made any misrepresentations to MFI, whether in the Enrollment Form or otherwise, (b) at any time, have done or allowed anything that indicates to MFI that you may be unable or unwilling to repay the balance of your Account as required under this Agreement, or (c) are in default of any lease or rental agreement with Neopost. If you are in default, or upon cancellation of your Account, whether such cancellation was made by you or MFI, MFI shall not be obligated to continue to provide the Account service or extend further credit under this Agreement. If MFI is required to take collection action or any other legal action under this Agreement, you shall pay upon demand by MFI all court and collection costs, along with reasonable attorney's fees.
7. **Remedies.** If MFI has declared that you are in default under this Agreement, then MFI may: (i) declare all loans, leases, or other agreements you have with MFI in default and due and payable at once without notice or demand; (ii) refuse to make further advances on your behalf to reset your postage meter; and (iii) exercise any other rights that it may have. In addition, you agree that any default under this Agreement shall constitute a default under any agreement you may have with Neopost and/or Neopost Leasing, Inc.
8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL MFI, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT MFI OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
9. **Amendments.** MFI may amend this Agreement, or any of its provisions, including without limitation any fees and charges fees and the Annual Percentage Rate, at any time by at least thirty (30) days written notice (including electronic notice to your email address as reflected in MFI's then current records) to you. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on your Account.
10. **Notice:** Any notice required to be given under this Agreement by either party hereto shall be given if to you, at the address shown on your Enrollment Form, and if to MFI at P.O. Box 30193, Tampa, Florida 33630-3193.
11. **Miscellaneous.** Upon the request of MFI, you agree to furnish the requesting party with current financial and other information, including your tax identification number. You understand that MFI may obtain credit reports in connection with your Account now and in the future. In addition, any principal, owner, officer or guarantor signing on any documents executed in connection with your Account agrees to furnish financial and other information requested now or in the future (including, but not limited to, his or her social security number), and authorizes MFI to obtain one or more consumer credit reports on him or her in connection herewith and any credit extended as a result hereof. MFI may accept late payments, partial payments, or checks and money orders marked "payment in full," or with a similar notation, without compromising any rights under this Agreement. MFI can choose not to exercise or to delay enforcement of any of their rights under this Agreement without compromising them. MFI may assign your Account and this Agreement without notice. You may not assign this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.
12. **Entire Agreement.** This Agreement represents the sole and exclusive agreement between you and MFI regarding the Account, merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof, and shall become effective only upon MFI's establishment of your Account under this Agreement. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be invalidated or otherwise affected.