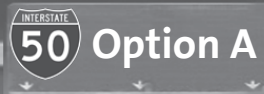


Two ways to reach the high way

Introducing Our Premier Partner **DUAL COMP PLAN**

Choose the best program per merchant while delivering state-of-the-art payment solutions.



\$100-\$1,000 in upfront bonus per merchant paid weekly and 50% Payout above interchange + 0.05



70% Payout to maximize your residual income averaging 75 basis points per merchant before split

High Speed Payment Solutions to Key Vertical Markets:

- Complete state-of-the-art web-based touchscreen POS solutions for restaurants (ORDYX), retail (INVENTRAK) and healthcare (MPAY GATEWAY)



- Free Verifone VX510 or Hypercom 4210 POS Terminal
- Free virtual terminal with Quickbooks interface option
- 3 or 6 tiered pricing or straight pass thru pricing



For more information, go to www.credomaticpartner.com or call us at **1.888.82AGENT (1.888.822.4368)**

With Credomatic, it's always possible

CREDOMATIC is a registered ISO/MSP of BAC Florida Bank. BAC Florida Bank is an affiliate of CREDOMATIC.



CREDOMATIC

Member BAC | CREDOMATIC Network



Credomatic of Florida, Inc.
848 Brickell Ave., 5th floor
Miami, FL 33131
USA

Tel. 305-372 3000
Fax 305-350 5228
www.credomaticusa.com

New Agent / Affiliate Check Off List:

Agent DBA:

City/State:

- Agreement w/Schedule A (Signed copy with each page initialed)
- W-9 Form: "Request for Taxpayer Identification Number and Certification"
- Direct Deposit Form
- Copy of Voided Check
- Executed Credomatic's Ethics Statement
- Copy of Drivers License (must be readable)
- Copy of Social Security Card

Credomatic Use Only:

New Office Number: _____

Date Assigned: _____



Credomatic of Florida, Inc. Tel. 305-372 3000
848 Brickell Ave., 5th floor Fax 305-350 5228
Miami, FL 33131 www.credomaticusa.com
USA

New Agent Application

Agent DBA: _____

Last Name: _____

First Name: _____

Social Security #: _____

Date of Birth: _____

Drivers License # _____

Address: _____

Office Phone # _____

Office Fax # _____

Cell # _____

Email Address: _____

Website if applicable: _____

EXPERIENCE:

Bankcard Sales Experience: If you have ever been registered or sold bankcard services through any other credit card processor/sales organization, please list below the names, applicable dates and current status (active, inactive, terminated).

Sales Organization (s)

Dates:

Status:

As a sales professional under the registration of Credomatic of Florida you are responsible for remaining apprised of all applicable rules and regulations by MasterCard and Visa as they pertain to Member Services providers/Independent Sales Organizations. Additional you must operate within these guidelines at all times or risk immediate termination from the program.

I hereby certify that I understand and will abide with the above rules, Agent Agreement, and that the above personal information provided is true and accurate and I agree that I will allow Credomatic to perform verification, background, and credit check.

Signature: _____ Date: _____

Credomatic Agent / Reseller Agreement

Please initial all pages including Schedule A

This Agent / Reseller Agreement (“Agreement”) is made on _____, 200__ (“Effective Date”) by and between BAC Florida Bank, with offices at 169 Miracle Mile, R- 10, Coral Gables, Florida 33134, Credomatic of Florida, Inc., a Florida corporation with offices at 9150 S. Dadeland Blvd., 8th Floor, Miami, Florida 33156 (“Credomatic”) and _____, a sole proprietor/corporation/limited liability company (circle one) with offices at _____ and whose Social Security # or Federal Tax ID# is _____ (“Agent”).

Recitals

Credomatic is in the business of providing credit and debit card processing services to merchants and whereas Credomatic wishes to expand its market share by retaining Agent to assist in marketing its services. Agent desires to solicit and refer merchants to Credomatic for those services. Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

I. Definitions

The following terms when used in this Agreement will have the meanings set forth in this Section:

“**Association**” means Visa, MasterCard, and any successor organization.

“**Authorization**” means the process detailed in the Rules whereby a Transaction for a specified amount is approved by the issuer of the Credit Card or Debit Card, or such issuer's agent.

“**Chargeback**” means a Transaction that has been returned to the Merchant by the card issuer in accordance with the Rules.

“**Credit Card**” means a valid and unexpired card issued by, and bearing the symbols of, Visa or MasterCard. When appropriate, the term also includes valid and unexpired cards issued by American Express, Diners Club, Discover, and JCB.

“**Data Capture**” means the process of retaining all necessary data relating to Transactions and transmitting such data to Member in order to settle the Transaction.

“**Debit Card**” means a card bearing the symbols of debit card networks processed by Credomatic.

“**Event of Default**” means any one or more of the events listed in Section 6.3.

“**Agent Account**” means that deposit account designated by Agent at an ACH-receiving institution into which all funds owed Agent are deposited by Credomatic, in accordance with this Agreement.

“**MasterCard**” means MasterCard International, Inc.

“**Member**” means BAC Florida Bank, or another Visa/MasterCard member financial institution designated by Credomatic.

“**Merchant**” means a business that has entered into a Merchant Agreement and to which Agent provides services under this Agreement.

“Merchant Agreement” means the written contract entered into between Credomatic, Member, and Merchant which enables the Merchant to participate in the Merchant Program.

“Merchant Loss” means any loss incurred by Credomatic or Member for any reason attributable to a Merchant, including but not limited to losses due to uncollected Chargebacks and fees and Merchant fraud.

“Merchant Program” means the package of services offered by Credomatic, Agent and Member under this Agreement.

“Residual” means all Merchant revenues collected by Credomatic from Merchants in excess of the fees set forth in Exhibit A, Credomatic Fees.

“Rules” means the written regulations and procedures issued by Visa, MasterCard, Debit Card networks, American Express, Discover, JCB and Diners Club, as amended from time to time.

“Settlement” means the process, detailed in the Rules, of transferring the monetary value of Transactions from a Credit Card issuer or Debit Card cardholder to a merchant. **“Third Party Authorization Network”** means a company providing Authorization and Data Capture services for Merchants.

“Transaction” means the purchase by a cardholder of goods or services from a Merchant, by use of a Credit Card or Debit Card. The term includes credit transactions and adjustments, when appropriate.

“Visa” means Visa U.S.A., Inc.

II. Credomatic Responsibilities

2.1 Services. Credomatic will provide Merchants with access to Third-Party Authorization Networks for the Authorization and Data Capture of Transactions. Credomatic will provide Settlement services to Merchants. Credomatic will notify Agent of a Chargeback, ACH reject, or Transaction reject. Credomatic will provide access to Third Party Authorization Networks to authorize, capture and transmit data relating to American Express, Discover, Diners Club and JCB and Debit Card transactions pursuant to agreements entered into between Merchants and such card issuers. Credomatic will provide Merchant customer service, Merchant supplies, and will provide terminal programming.

2.2 Reporting. Credomatic will provide to Agent a separate, individualized agent code or group or association level segregation on Credomatic’s merchant accounting system. Credomatic will provide Agent with appropriate reports detailing the revenues and profitability paid by Member to Credomatic attributable to Merchants.

2.3 Training. Credomatic will provide necessary training to Agent to enable Agent to service and sell credit and debit card processing services to Merchants. If Credomatic cannot provide such training, Credomatic will make its best efforts to procure necessary training from relevant third parties.

2.4 Merchant Losses. One hundred percent of all Merchant Losses incurred by Credomatic or Member will be borne by Credomatic. Notwithstanding the previous sentence, Agent will be liable to Credomatic for any amount incurred by Credomatic or Member arising out of Agent's or any Agent sales representatives' negligence or fraud. Agent will notify Credomatic immediately of any information concerning any Merchant that would indicate that Credomatic may incur a Merchant Loss.

2.5 Retrievals and Chargebacks. Credomatic will provide to Merchants retrieval and Chargeback data processing and customer service related to retrievals and Chargebacks.

2.6 Performance. Credomatic agrees to use its reasonable best efforts to provide the services as described in Article II; provided, however, that nothing in this Agreement shall create, directly or indirectly, any obligation on the part of Credomatic to provide services (including the timing of delivery of such services) that it is unable to provide under its contract with Member. Credomatic shall perform all services consistent with the standards of performance utilized by Credomatic in performing such services for its other customers. Credomatic does not warrant or represent that its services will be uninterrupted or error free nor will it be liable for damages resulting there from, except where any interruption or error is due to the gross negligence, recklessness or willful misconduct of Credomatic. The warranties set forth above constitute the only warranties with respect to the services and are in lieu of any other warranties, written or oral, statutory, express, or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

2.7 Ownership of Merchant Agreements. The parties understand and agree that: A) Credomatic has ownership rights in the Merchant Agreements, B) Credomatic may assign its or Member's rights in all or any of the Merchant Agreements to any third party at any time and for any reason, in accordance with the sponsorship agreement between Member and Credomatic, and C) Agent has rights to the Residual owed pursuant to this Agreement. In no event may Agent solicit or encourage a Merchant to terminate its Merchant Agreement. In the event that Credomatic sells any individual or number of Merchant Agreements, Agent will receive its proportional interest in such Merchant Agreements, to be determined at the time of the sale

III. Agent Obligations

3.1 Marketing. Agent will market the credit and debit card processing services of Member, and will encourage customers to become Merchants. Agent will assist potential merchants in completing all documentation required for application to the Merchant Program. Agent will not change any term on any Merchant Agreement without Credomatic's prior written consent. Agent will not use any marketing materials, including but not limited to a website, without Credomatic's prior written consent.

3.2 Site Inspections. Agent will take all necessary action to verify that each prospective merchant conducts or intends to conduct a bona fide business operation, including, but not limited to, inspecting the merchant's premises to determine whether merchant has the proper facilities, equipment, inventory and license or permit, if necessary, to conduct its business. Upon Credomatic's request, Agent will perform follow-up on-site inspections of Merchant's place of business.

3.3 Equipment and Supplies. Agent will sell or lease to Merchants all hardware necessary to participate in Member's merchant program. Credomatic will have no responsibility or liability with regard to Merchant equipment leases or sales, unless equipment is purchased through Credomatic. Agent will indemnify Credomatic for any claims, losses or liabilities in connection with such equipment leases or sales, including but not limited to costs and reasonable attorneys fees expended by Credomatic in connection with a lawsuit brought by a Merchant related to an equipment lease or sale. Agent will install and maintain such equipment.

3.4 Training. Agent will train Merchants on the operation of all equipment and the Merchant Program. Agent shall instruct Merchant to contact Credomatic in sufficient time to order necessary supplies. Agent shall provide proper training on the use of processing equipment and the proper operational procedures for acceptance of credit and debit cards according to Association Rules. The foregoing shall include mandatory placement of manual imprinters for all Merchants.

3.5 Information. Credomatic and Member may conduct financial and procedural audits of Agent to confirm compliance with this Agreement and the Rules. Agent will supply Credomatic or its representatives with information requested by it for this, or any other purpose, no later than 7 days from the receipt of such request.

3.6 Customer Service. Agent will provide terminal repair and deployment and first-line customer service. Agent will train Merchants on terminal use. Agent will render all services in an ethical and professional manner, **consistent** with the standards adopted by Credomatic. Credomatic will provide Agent with access to Merchant information to be used for customer service purposes. Agent will provide a name or title of, and a telephone number for a contact person of the Member upon request by a Merchant, or if Agent is unable to respond to a question to the Merchant's satisfaction.

3.7 Acceptance of Merchants. Credomatic retains the right to: A) review, and approve or disapprove, the acceptance of Merchant Agreements into the Merchant Program, and B) terminate a Merchant from the Merchant Program. Agent understands and agrees that it shall have no cause of action or claim against Credomatic or Member based on an allegation that a merchant application was declined.

3.8 Compliance with Credomatic/Member Agreement. Agent will conduct its business in such a way so as not to cause Credomatic to violate the provisions of any agreement between Credomatic and Member. Agent and each salesperson of Agent will execute the ethics statement attached as Exhibit B.

3.9 Non-Solicitation. During the term of this Agreement and for 5 years after termination of this Agreement or of any Merchant Agreement, Agent, nor any salesperson, principal or entity in which such principal has any interest, will not directly or indirectly solicit or endeavor to obtain as a customer for credit or debit card processing services, or contract with, any Merchant for credit or debit card processing services. Further, unless otherwise agreed, during the term of this Agreement and for 2 years after termination of this Agreement, Agent nor any salesperson nor any of Agent's principal owners or affiliates will not, directly or indirectly, contract with Member other than pursuant to this Agreement. The parties understand and agree that any violation of this Section 3.9 would cause irreparable harm to Credomatic, that the damages associated with such violation would be difficult to calculate, and therefore that, upon evidence that Agent has violated this Section, Agent shall immediately pay to Credomatic \$2,500 per Merchant as liquidated damages and not as a penalty, which is the parties' reasonable estimate of fair compensation for the foreseeable losses that might result from the breach.

3.10 Background Check. Agent will submit to a background check as deemed appropriate by Credomatic or Member. Agent will perform a background check on all salespeople.

3.11 Sales Representatives. Agent will report to Credomatic the name, signature, photo identification, sales office location, and social security number of all salespeople that represent the Merchant Program to prospective Merchants. Agent will update such report as new salespeople are added or as salespeople are terminated. Agent will actively and diligently monitor its sales representative to ensure compliance with applicable laws and rules. Agent will take immediate action to rectify any non-compliant activity, or activity which could cause harm to Credomatic or Member's reputation or business. Agent will be responsible for ensuring that all salespeople comply with the terms of this Agreement, and Agent will be liable for their failure to comply.

IV. Mutual Obligations

4.1 Representations and Warranties. Each party represents and warrants to the other that:

- A. Good Standing. Each party is a corporation or limited liability company organized, validly existing and in good standing under the laws of the State where its principal office is located.
- B. Full Authority. Each party has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement.
- C. Sale of Information. Neither party will sell, purchase, provide or exchange Credit Card or Debit Card account numbers or Merchant information, or any other confidential information, to any third party without the prior written consent of the other party.
- D. No Violation. Neither party's performance of this Agreement will violate any applicable law or regulation or any agreement to which that party may now be bound.

- E. Enforceability. This Agreement represents a valid obligation of that party and is fully enforceable against it.
- F. Compliance. Both parties will comply with the terms of this Agreement, with the Rules, and with all applicable state and federal laws and regulations, including, but not limited to Visa's Cardholder Information Security Program and MasterCard's Site Data Protection program requirements. ISO acknowledges that it has received and understands all applicable Rules.
- G. No Litigation. Neither party nor its officers and directors are a party to any pending litigation that would have an impact on this Agreement and have never been fined or penalized by Visa or MasterCard.

4.2 Confidentiality.

- A. Information. Agent and Credomatic each agree that it will not use for its own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of the other (including without limitation the terms of this Agreement, and information related to Merchants, all of which the parties agree belong to Credomatic), and that each party will safeguard such information and data by using the same degree of care and discretion that it uses to protect its own confidential information. No party will be obligated to maintain the confidentiality of information: (i) it is required to reveal in performing its obligations under this Agreement, (ii) that is or becomes within the public domain through no act of the disclosing party in breach of this Agreement, (iii) was in the possession of the disclosing party prior to its disclosure under this Agreement, and the disclosing party can prove that, (iv) received from another source that has no restriction on use or disclosure, or (v) is required to be disclosed by state or federal law, provided, however, that the receiving party shall promptly inform the disclosing party of the operation of this Section 4.2.A.v to enable the disclosing party to defend nondisclosure of its confidential information. Credomatic shall have the right to inspect Agent's premises and the premises of all sales personnel to ensure that confidential information is properly protected from disclosure, damage or theft.
- B. Remedy. In the event of a breach of this section, the parties agree that the non-breaching party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the non-breaching party will be entitled to injunctive relief in addition to any other rights to which the non-breaching party may be entitled, without the necessity of proof of actual damages.

4.3 Name and Trademarks. Neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Credomatic grants to Agent a limited, non-exclusive license to use the name "Credomatic" and to use the "Credomatic" trademark when conducting business on behalf of Credomatic under this Agreement. Unless Agent is registered as an independent sales organization with Visa and as a member service provider with MasterCard, all telephone lines must be answered "Credomatic" or "Merchant Services" and Agent shall identify itself in all correspondence with Merchants and the public as "Credomatic". Agent understands and agrees that this Agreement confers, and Agent shall obtain, no other right to Credomatic's name or trademarks by virtue of such use. Agent shall not use the Visa or MasterCard trademark on marketing materials, such as business cards or letterhead. Agent acknowledges that MasterCard and Visa are the sole and exclusive owner of their trademarks and agrees that it will not contest the ownership of such trademarks for any reason whatsoever.

4.3 Indemnification.

- A. Indemnity. Agent will indemnify and hold Credomatic harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred or which may be claimed by any person or as a result of: (i) acts or omissions of Agent, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, its obligations, including, but not limited to, any representation to Credomatic or to any Merchant by Agent, its officers, directors, or salespeople and any negligence, fraud, or misrepresentation by Agent, its officers, directors or salespeople, or (ii) any breach of this Agreement or any other agreement between Agent and Credomatic.

- B. Procedure. Each party will promptly notify the other of any claim, demand, suit or threat of suit of which Agent becomes aware which may give rise to a right of indemnification under this Agreement. Both parties will cooperate in the prosecution of such suit. The indemnifying party will be entitled to participate in, or take over, the settlement or defense of any such suit.

4.5 Attorneys' Fees. If an attorney is employed by Credomatic to enforce the terms of this Agreement, Credomatic shall be entitled to recover its reasonable attorney's fees and court costs from Agent. In the event agent prevails, the agent has the right to recover its attorney's fees and court costs.

4.6 Damages. In no event will any party be liable for any special, incidental, consequential or punitive damages of any nature or for any reason whatsoever regardless of the form or action, whether in contract, tort, or otherwise even if advised of that possibility. Except for the liability arising from gross negligence, recklessness, or willful misconduct, the total cumulative liability of Credomatic in the aggregate for damages arising from any breach of this Agreement or for any other claims under this Agreement, shall not exceed an amount equal to the lesser of (i) fees derived by Credomatic attributable to this Agreement if this Agreement has been in effect for less than 4 months, or (ii) fees derived by Credomatic attributable to this Agreement during the last 4 months of this Agreement, measured as of the date the liability accrues.

4.7 Priority of Rules. Credomatic and Agent agree that, in the event of any inconsistency between this Agreement and any Rules, the Rules will apply.

V. Residual

5.1 Agent Residual and Credomatic Fees. On or about the 20th calendar day of each month, Credomatic will remit to Agent an amount equal to the Residual. The Residual will be computed monthly as of the last day of each calendar month. At the time of each remittance to Agent, Credomatic will deliver to Agent a statement detailing the computations used by Credomatic in arriving at the Residual. Agent will receive such Residual for as long as Credomatic receives revenue attributable to Merchants; provided, however, that the Residual will cease upon termination of this Agreement by Credomatic due to Agent's breach of any material term of this Agreement. Agent understands that the amount of the Residual is dependent upon the number of Merchants approved by Credomatic each month, in accordance with Exhibit A. If Agent disputes any Residual paid to it, Agent agrees to inform Credomatic within 60 days of the date of payment. Agent waives any claim against Credomatic regarding any Residual it fails to dispute within such 60-day period.

5.2 Merchant Fees. Agent will determine all fees charged to Merchants subject to Credomatic's and Member's approval. All such fees must be above those amounts set forth on Exhibit A. Such fees must be clearly and conspicuously disclosed in writing to the Merchant prior to any request or demand for payment of the fees.

5.3 Transfer of Rights to Successors. In the event of death or disability of Agent, Credomatic will transfer all of Agent's rights to any successors that Agent identifies to Credomatic in writing.

VI. Term, Termination, Default

6.1 Term. This Agreement will become effective on the Effective Date, will remain in effect for a period of 2 years ("Initial Term"), and will automatically renew for additional successive 1-year periods ("Renewal Term") unless terminated earlier in accordance with the provisions of this Agreement.

- A. Automatic Termination. This Agreement will automatically terminate if: (i) Visa or MasterCard prohibits Credomatic from providing, or prohibits Member from allowing Credomatic to provide, the services set forth in this Agreement, or (ii) Member is no longer a member of MasterCard or Visa.
- B. Termination Without Cause. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term upon written notice of termination to the other party at least 90 days prior to the end of the Initial Term or any Renewal Term.
- C. Termination For Cause. Any party may terminate this Agreement upon the occurrence of an Event of Default.

6.3 Default. Each of the following occurrences will constitute an Event of Default under this Agreement:

- A. Nonpayment. Either party fails to pay the other when due any amount due under this Agreement and such failure continues for a period of 30 business days after written notice has been sent to the non-paying party.
- B. Financial Instability. Either party: (i) files for bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or any similar proceeding, (ii) has a proceeding instituted against it and such proceeding is not dismissed within 60 days, (iii) makes an assignment for the benefit of its creditors or an offer of settlement, extension or composition to its creditors generally; or (iv) a trustee, conservator, receiver or similar fiduciary is appointed for that party or substantially all of that party's assets.
- C. False Representation. Any representation or warranty made by either party or any of its employees, officers, or directors proves to have been false or misleading in any material respect as of the date made, or becomes false or misleading at any time.
- D. Breach. Either party fails to observe any material obligation specified in this Agreement, and such failure is not cured within 30 days of receipt of written notice thereof from the non-breaching party. Notwithstanding the previous sentence, the fourth such breach automatically will be deemed an Event of Default without the opportunity to cure.
- E. Goodwill. Agent engages in any act or omission that may damage the reputation, business, or goodwill of Credomatic.

6.4 Certain Post-Termination Rights. No termination of this Agreement will affect any right of Agent or Credomatic with regard to the collection of Residuals or fees owed. The Residuals to Agent set forth in Section 5.1 will be due to Agent for as long as Credomatic is deriving revenue from any Merchant, unless Credomatic terminates the Agreement due to a material breach of the Agreement by Agent. After any termination of this Agreement, Agent shall continue to bear total responsibility for all amounts then due or which thereafter may become due to Credomatic under this Agreement.

VII. General

7.1 Assignability. Neither party will have any right to assign this Agreement without the prior written consent of the other party and any unauthorized attempted assignment will be null and void. If Agent enters into a purchase or stock exchange agreement with a third party which would effectuate a sale or merger of Agent's business without Credomatic's written consent, Credomatic will have the right to terminate this Agreement immediately. Agent may assign or sell its rights to Residual to a third party upon Credomatic's prior written consent; provided however; Credomatic shall first have the right to purchase such Residual rights from Agent.

7.2 Notice. All communications under this Agreement will be in writing and will be delivered in person or by mail courier, return receipt requested, addressed to the addresses specified in the opening paragraph of this Agreement and to the attention of that party's President. The parties may, from time to time, designate different persons or addresses to which subsequent communications will be sent by sending a notice of such designations in accordance with this Section.

7.3 Entire Understanding, Amendment. This Agreement, including the Exhibits which are incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by all parties. Facsimile and electronic writings shall be deemed sufficient for all purposes under this Agreement.

7.4 Severability. If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will be deemed modified to the extent necessary to render enforceable the remaining provisions.

7.5 No Waiver of Rights. No failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

7.6 Successors and Assigns. Subject to Section 7.1, this Agreement will inure to the benefit of and will be binding upon the parties and their respective permitted successors and assigns. This Agreement will not be deemed to be for the benefit of any third party.

7.7 Applicable Law and Venue. The Agreement will be deemed to be a contract made under the laws of Florida, and will be construed in accordance with the laws of Florida without regard to principles of conflicts of law. Any claim arising out of this Agreement shall be litigated in the appropriate State or Federal court located in Miami-Dade County, Florida.

7.8 Independent Contractors. Credomatic and Agent will be deemed to be independent contractors and will not be considered to be servant, joint venturer or partner of the other.

7.9 Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All sections mentioned in the Agreement refer to section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

7.10 Force Majeure. Neither party will be liable to the other for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

7.11 Survival. All agreements that by their context are intended to survive the termination of this Agreement including, but not limited to Sections 2.6, 2.7, 2.8, 3.8, 3.10, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 6.4, and 7.7 will survive termination of this Agreement.

Agent: _____

Credomatic

By: _____ **Date:** _____

By: _____ **Date:** _____

Name: _____

Name: _____

Title : _____

Title: _____

Credomatic of Florida Merchant Services Pricing Schedule A-Dual Comp Plan

 Independent Sales Organization (ISO)
 Independent Contractor (IC) Name _____

ISO/IC Address _____

Revenue Share Programs

Option A-Bonus Program + Free Terminals	50%
Option B-No Bonuses, No Free Terminals	70%

Note: Revenue Share Option may be choosed per new merchant activation.
 Note: Total Portfolio Income to Credomatic after split must net a minimum of 20 basis points (.20%)

ASSOCIATION RATES (VISA/ MASTERCARD/DISCOVER)

(Association Rates/Fees are billed on Gross Sales.)

Visa Interchange Rates	Visa Interchange Schedule
Visa Assessments	0.1100%
MasterCard Interchange Rates	MasterCard Interchange Schedule
MasterCard Assessments	0.1100%
Discover Interchange Rates	Discover Interchange Schedule
Discover Assessments	0.1000%
Premium Funding Option (4AM ET/3AM CT) 8 hour funding transmission <i>(Normal Funding is based on 9PM ET/8PM CT cutoff for next day deposit)</i>	0.0300%

AUTHORIZATION FEES (includes Auth, Capture and Settlement)

V/MC/Disc/Amex Transactions (Dial and IP)	\$0.05250
Petro Partner Auth Fees (Visa/MC/Disc/Amex) Alliance Data Systems Front End	\$0.06250
Fleet Cards (Wright Express/Voyager)add \$8.50 monthly fee	\$0.07250
ATM Debit/EBT Transactions(+ ATM Fees)	\$0.10250
	<u>Add ATM/Debit Network Fees</u>
Gift Card Transaction Fee (TSYS)	\$0.23250
Micros /Merchant Link Surcharge	\$0.05000
Wireless Transaction Fee Surcharge	\$0.05000
Internet Gateway Transaction Fee Surcharge	\$0.05000
DialPay - IVR Auth	\$0.35000
DialPay - Voice Auth	\$0.50000

Credomatic of Florida Merchant Services Pricing Schedule A-Dual Comp Plan

Address Verification System (AVS)	\$0.00000
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SETUP, MAINTENANCE AND MEMBERSHIP FEES

Batch Header - ACH Fee	0.0225
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ACH Reject Fee	25.0000
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Application Fee	0.0000
-----------------	--------

Reprogram Fee	0.0000
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Debit Encryption Fee (shipping costs billed separately)	15.0000
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Gateway Activation Fee (Authorize.net/Comstar/VPS)	25.0000
--	---------

Wireless Activation Fee (through Comstar/VPS)	25.0000
---	---------

Chargebacks	15.0000
-------------	---------

Merchant Club Monthly Fee (Supples + Terminal Replacement)	10.0000
--	---------

Merchant Statement Fee	5.0000
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PCI Compliance Fee	7.5000
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Gift Card Montly Fee (TSYS)	12.5000
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Retrieval Requests	7.5000
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Annual Fee (Required on Free to Sell or Lease)	60.0000
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Note: A \$10.00 Statement Fee, \$25.00 Minimum Fee and \$250.00 ETF is required on all free equipment.

OTHER PRODUCTS & SERVICES

Customer Support and POS Helpdesk Calls	N/C
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Telephone Training	N/C
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Net Pay Monthly Fee-Internet	\$5.00
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Net Pay Monthly Fee-Wireless	\$10.00
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Net Pay Quickbooks Sidebar-requires \$60.00 Per PC Plug In Fee	Add \$5.00 month
--	------------------

Net Pay Windows Desktop-requires \$60.00 per PC Plug In Fee	Add \$5.00 month
---	------------------

Wireless Monthly Access Fee(Comstar)	\$15.00
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Monthly Gateway Access Fee(Authorize.net)	\$15.00
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Internet Reporting-Single Location	\$5.00
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Internet Reporting - Chain Merchant	\$25.00
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Bonus Program: Option A	OPTION A
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Conversion Bonus (\$1000.00 max/account based on last 3 months statements)	1%
--	----

Note: Merchant must process a minimum of 10K/month to be eligible, and must process for a minimum of 12 months with CREDOMATIC or bonus will be chargedback to agent/reseller.

**Credomatic of Florida Merchant Services
Pricing Schedule A-Dual Comp Plan**

Note: Bonus based on selling at minimum sell rates with a \$25.00 min fee, \$10.00 statement fee
and \$250.00 termination fee.

Minimum Sell Rates:

Swiped: 1.75% Credit/1.45% Debit/1.69% Blended +.20/tran

MOTO: 2.25% Credit/2.05% Debit/2.19% Blended + .20/tran

Pass Thru: .30% (30 basis points) + .10 auth fee above interchange + Dues and Assessments

Minimum Downgrade Surcharges(SWIPED) Mid-Qual: .70%/Non-Qual: 1.40%

Minimum Downgrade Surcharges:(MOTO)1.00%/Non-Qual

Terminal Placement Bonus(or Conversion Bonus if greater)

\$100.00

Activation Bonus(or Conversion Bonus if greater)

\$200.00

Check Services Activations(Secure Payment Systems)

\$50.00 each

Gift Card Services Activations(TSYS)

\$25.00 each

Merchant Cash Advances(BFS)

5% Upfront

2% Renewals

This information is property of Credomatic of Florida Inc. and is intended for the use of the individual or entity to which it is addressed. Information is private confidential and exempt for disclosure under applicable law. If the recipient of this information is not the intended recipient, or employee or agent responsible for delivering this information is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. For each processing year after year, on a pass-through basis, processing fees may be increased or decreased depending on merchant portfolio.

Agent Approval / Date

Credomatic Approval / Date

CREDOMATIC POS Terminal Prices-April 2010

Item Number	PCI Compliant	Manufacture pt#	Description	Description 2	Credomatic Pricing
Hypercom					
0120281	Yes	010248-001	HYP PPad P1300 w/ 6 ft Cbl NEW	RS422	53
0119641	Yes	010248-002	HYP PPad P1310 RS232 NEW		65
0126041		010248-003	HYP PPad P1300 with USB NEW	PCI	77
0126681	Yes	010248-004	HYP PPad P1300 w/15 ft Cbl NEW	RS422	63
0098751		010228-220	HYP PPad S9 w/6ft cbl NEW	Fleet injection only	80
0125131	Yes	010340-003R	HYP PPad S9 w/6ft cbl NEW	PCI	99
0122531	Yes	010248-010	HYP PPad PV1310 NEW	without cable	77
0120561	Yes		HYP Term L4200 NEW		433
0100231		010218-006	HYP Term T7+ 1M4In Dsply NEW	2400BD	169
0103381		010218-030	HYP Term T7+ Petro 2M NEW	1200 BPS	390
0106861		010218-043	HYPTermT7+ 1M NEW	w/3in Printer	269
0126051		010344-003R D	HYP Term T4205 NEW		169
0122951		010332-306R	HYP Term T4210 NEW		211
0122961		010331-311R	HYP Term T4220 NEW		247
Ingenico					
0100711			ING ChkRdr 2600 CCI NEW	w/Modem/Printer NO MSR	344
0000051		3-123-A2101	ING ChkRdr NChk 3000 NEW		243
0091931		3000-00035-2500	ING Term Elite 712 NEW		154
Lipman					
0121261		2085-US-M13-GRY	LIP Term 2085 NOS 7 NEW		149
0122901	Yes	8020-US-M20-BLU	LIP Term 8020 M20 GPRS NEW	with NOS Version 7.50.32	566
0120371		8320-US-M02-BLU	LIP Term 8320L Dial NEW		173
0122501	Yes	8400-US-M02-BLU	LIP Term 8400L NEW		185
0122511	Yes	8400-US-M11-BLU	LIP Term 8400 Dial NEW		225
0122521	Yes	8400-US-M43-BLU	LIP Term 8400 Ethernet NEW		412
Magtek					
0000081		22522003	MAG ChkRdr Mini MICR NEW	RS232,No MSR,Gry	175
0081941		21080217	MAG CrdRdr Mini NEW	Kybd Wedge,Tk1-2,Wht	73
0100411		21040102	MAG CrdRdr Mini NEW	USB,HID,Tk1-2-3,Blk	67
0103971		21040109	MAG CrdRdr Mini NEW	USB,Kybd Emulatn,Tk1-2,Wht	63
0081351		21080146	MAG CrdRdr Full Size NEW	Kybd Wedge,Tk1-2,Wht	89
0108101		22530001	MAG CrdRdr Mini NEW	Kybd Wedge,MSR,Tk1-2-3,Wht	175
0122791		22410006	MAG ChkRdr MICR Image NEW	RS232,Modem,No MSR	443
0124461		21040140	MAG CrdRdr Mini, Dual Hd NEW	USB,HID,MSR,Tk1-2-3,Blk	51
RDM					
0105951		6000-7102	RDM ChkRdr EC6011f NEW		355
0106811		6000-7112	RDM ChkRdr EC6014f NEW		399
0125141		6000-7702	RDM ChkRdr EC7011f NEW		486
Verifone					
0123611	Yes		PP1000SE, WW, M02, RS232 NEW	PCI	63
0121341	Yes	P003-180-02	VFI PPad 1000SE NEW	PCI	57
0126031		P003-190-02-WWE	VFI PPad 1000SE with USB NEW	PCI	96
0125881			VFI PPad SC5000 PCI NEW	M5, 3 Track, backlight and SC	207
0124411	Yes	M108-43P-A1-R	VFI PPad SC5000 PCI RoHS NEW	M5, 3 Track, backlight and SC	229
0125231		10-43Y-Ao-USA	VFI PPad SC5000 PCI NEW		199
0001881		P002-113-00	VFI Print P250 NEW		194
0001941		P002-121-00	VFI Print P900 NEW		211
0120991	Yes	M251-000-33-NAA	VFI Term O3730/ VX510 NEW	PCI	189
0120961	Yes	M251-000-33-NAB	VFI Term O3730LE / VX510LE NEW	PCI	162
0126011		M251-060-36-NAA	VFI Term VX510 IP 6 MEG NEW	Dual Comm PCI	235
0127261	Yes		VFI Term Vx510 GPRS NEW	PCI	350

0120551			VFI Term O3740 US1 2MF/2M NEW	GPRS/HS	639
0120411		M077-011-00	VFI Term O7000 NEW	1MF/71M w/App Lic Software	352
0004171		P005-113-08	VFI Term Tranz 330 NEW	Tk 2 1200/300BD	206
0004311		P036-001-66	VFI Term Tranz 380 NEW	256K	332
0118271	Yes	M257-000-02-NA1	VFI Term Vx570 Dial NEW		259
0118341	Yes	M257-503-02-NA1	VFI Term Vx570 Dial w/SC NEW		290
0118381	Yes	M257-553-02-NA1	VFI Term Vx570 Dual w/SC NEW	Dual Comm	346
0118301	Yes	M257-050-02-NA1	VFI Term Vx570 Dual Comm NEW		329
0126091		M257-000-04-NAA	VFI Vx570 12 MEG Dial NEW		299
0126081		M257-050-04-NA1	VFI Vx570 12 MEG Dual Comm NEW		376
0127271	Yes	M256-533-36-USA	VFI Term Vx610 GPRS NEW	PCI	635
0118451		M256-533-06-US1	VFI Term Vx610 GPRS NEW	W/SMARTCARD	769
0127281	Yes	M256-032-11-USA	VFI Term Vx670 GPRS NEW	PCI	699
0120911	Yes	M267-012-11-USA	VFI Term Vx670 WIFI NEW		598
0122611	Yes	M090-307-04R	VFI Term MX830 w / touchscrn/	Sig Capt - includes app/ licn	477

Blue Bamboo

BBH50W C/D	BBH50GPRSS	Blue Bamboo H50 Wireless	GPRS Wireless	\$449.00
BBH50B C/D	BBH50BT	Blue Bamboo H50 Bluetooth	Bluetooth Interface	\$349.00
BBBox BT	BBBBox	Blue Bamboo BlueBox	Bluetooth Hub	\$299.00
BBP25 PR	P25 Printer	Blue Bamboo P25 Printer	P25 Printer(USB/Bluetooth)	\$299.00



Credomatic of Florida, Inc.
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USA

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Fax 305-350 5228
www.credomaticusa.com

Exhibit B - Ethics Statement

As a sales professional under the registration of Credomatic, you are required to maintain the highest ethical standards and professional conduct at all times. Credomatic recognizes the need to provide you with guidelines to achieve this goal; therefore the following Ethic Statement has been formulated. Signing the Ethics Statement is a condition of participation in the program and must strictly be adhered to at all times.

1. I will fully disclose to each prospective client that I am representing Credomatic and will further disclose to the client the name and the location of Credomatic as the provider of bankcard processing services.
2. I will maintain the highest standards of professionalism and will comply with company at all times.
3. I understand and agree that all advertising and marketing materials must receive prior approval by Credomatic and will state registered agent of Credomatic on the front of them.
4. I will adhere to the simple truth and integrity and will not engage in any deceptive or misleading sales practices.
5. I will provide sound professional advice in all sales presentations and sales call and I will remain knowledgeable of industry services and specifically the services of Credomatic.
6. I will conduct due diligence and complete all site inspections truthfully as required by Credomatic. I will accurately report the nature of any business in which a prospective client is engaged. I will promptly report to my regional manager or an appropriate person at the corporate office any notice which I may receive of non-compliance with standard polices.
7. I will quote all rates and charges consistent with Credomatic rate guidelines and will not quote rates for any other card types I am not specifically registered to market.
8. I will conduct sales presentations in a positive manner relying upon my ability and the value of Credomatic services pertaining to clients. I will not in any way demean or speak negatively of my competition.
9. I will maintain the confidentiality of information provided to me by any prospect of client or the company and will not reveal any such information without the proper consents except to the company and its agents.

Signature: _____

Date: _____

Print Name: _____

Company Name: _____



Credomatic of Florida, Inc.
9150 S Dadeland Blvd Ste 800 Tel: 305-372-3000
Miami FL 33156-7836 Fax: 305-670-5278
USA www.credomaticusa.com

Referral Partner Direct Deposit Form

Instructions:

1. Complete the required information section
2. Complete the direct deposit section to specify where you want your residuals deposited
3. Sign the bottom of the form
4. Retain a copy of this form for your records
5. Fax completed form and voided check to (305) 670-5278

REQUIRED INFORMATION

(Please print)

Partner or Company Name: _____

Social Security No. or Tax ID No.: _____

COMPLETE FOR DIRECT DEPOSIT

(Please print)

I would like my residuals deposited to the following bank account. (Please remember to provide a voided check)

Financial Institution Name: _____

Account No.: _____ Routing/Transit No.: _____

I hereby authorize Credomatic of Florida to deposit any amounts owed to me by initiating a credit entry to my account at the financial institution indicated above. Further, I authorize Bank to accept and to credit any credit entries indicated by Credomatic to my account. In the event that Credomatic deposits funds erroneously into my account, I authorize Credomatic to debit my account for an amount not to exceed the original amount for the erroneous credit.

This authorization is to remain in full force and effect until Credomatic and Bank have received written notice from me of its termination in such time and in such manner as to afford Credomatic and Bank a reasonable opportunity.

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.