

Fax or Email Coversheet for
Residual Income Kickback
Merchant Processing Partnership Program

www.creditcardsystemsforfree.com

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PAPERWORK

1. Please fill out all the following pages and sign wherever an X marks the spot.
2. Fax to **1-866-282-8009** or email to **info@creditcardsystemsforfree.com**
3. You'll soon be approved as a affiliate referral partner allowing your credit card system to make you money. Plus you have the option to refer additional merchants.
4. After a month of processing you'll receive your monthly residual deposited directly into your bank account.
5. The EFT (Electronic Funds Transfer) will fluctuate reflecting your amount of monthly processing volume.
6. Ongoing as long as you keep processing with Empowered Point of Sale, Inc. increasing profits, wealth, prosperity and cash flow every month.

The Residual Income Kickback - Merchant Processing Partner Program is entirely optional with no terms or conditions.

Empowered Point of Sale, Inc. *NEW SPRING 2010 PROMOTION!* **Residual Income Kickback - Merchant Processing Partnership Program**

What if every time you swiped or keyed in a credit/debit card through your credit card system at your business you would make money? What if it were possible to create a residual income kickback on the backend interchange revenue from each transaction you processed? Giving less to the credit card companies and more money to you. Thus giving you virtually free processing. Every month you would receive a lucrative, recurring revenue stream as your new added source of income. Deposited directly into your business bank account from your credit card processing. In proportion to the amount of credit card processing that you transacted that month. Increasing profits, wealth, prosperity and cash flow!

Empowered Point of Sale, Inc. www.creditcardsystemsforfree.com Exclusively Introduces...

... The next evolution in credit card processing beyond the free credit card system program. Along with giving you a free credit card system. Empowered Point of Sale, Inc. www.creditcardsystemsforfree.com now offers the groundbreaking **Residual Income Kickback - Merchant Processing Partnership Program** In which you'll earn monthly residual proceeds from your businesses credit card processing.

YOU NOW HAVE THE POWER TO CONVERT YOUR CREDIT AND DEBIT CARD PROCESSING SYSTEM INTO A STABLE, EXPEDIENTIAL SECOND INCOME GENERATING PROFIT CENTER.

From now on perceive your credit card system as an employee who never complains or misses work. You'll look forward to using credit cards instead of dreading it knowing that your getting paid. You also have the opportunity to recommend as many new referrals and as many other merchants as you want. To make even more residual capital off of their credit card processing. Who knows? You might even find a new budding career in the bankcard industry or maybe discover a good second source of income. If anything is for sure this program will offset your processing cost, if not abolish it all together. In these harsh economic times every businessperson needs every monetary advantage and financial edge. **All this will factually do is give back to you the merchant what you should have been getting paid all this time anyway. A residual kickback every time your credit card system is used. Decreasing your overhead expense simultaneously increasing your bottom line profits.**

It's said necessity is the mother of invention. This is an actuality whose time has come and way too long overdue. The middleman (sales force) is eliminated streamlining the interchange passage to you making you the fiscal recipient. One thing is for sure and definite, no other processor or competitor makes this amazing offer because we invented it. Empowered is its true architect and creator. It's really unheard of, to actually pay out cash for processing credit cards that makes you money anyway. This new partnership idea of sharing the backend residual income is totally innovative, unique and original in the merchant processing industry. Empowered Point of Sale, Inc. www.creditcardsystemsforfree.com will always professionally strive and continue to be the pioneering leader and the trendsetting first in bankcard. Spearheading this novel, revolutionary way of processing credit cards and doing business in America!

Sharing the wealth,

Bill Janis

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**Residual Income Kickback
Merchant Processing Partnership Program
Affiliate Referral Agreement**

This Affiliate Referral Agreement ("Agreement") is made as of this _____ day of _____, 200__ ("Effective Date") by and between _____ ("NAB"), and the _____ Affiliate, a _____ corporation with its principal offices at _____ ("Affiliate").

NAB is engaged in the business of providing financial transaction processing services to merchants. Affiliate desires to offer such services to its members. Therefore, the parties agree as follows: Program offered only to merchants who apply after 04-21-10.

I. Definitions

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

"American Express" means American Express Travel Related Services Company, Inc. **"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.

"Debit Card" means a valid automated teller machine ("ATM") or similar card bearing the symbols of one or more of the ATM networks for which NAB processes transactions.

"Diners Club" means Citicorp Diners Club, Inc.

"Discover" means NOVUS Services, Inc.

"Event of Default" means any one or more of the events listed in Section 5.3.

"JCB" means Japanese Credit Bureau.

"MasterCard" means MasterCard International, Inc.

"Member" means a sole proprietorship, partnership, corporation or other business entity that is recognized by the Affiliate as a member of the Affiliate.

"Merchant" means a Member that has entered into a Merchant Agreement and to which NAB provides services under this Agreement.

"Merchant Agreement" means a written contract entered into between NAB and a Member, which authorizes the customer to participate in the Merchant Program.

"Merchant Program" means the package of services offered by NAB to acceptable merchants under this Agreement.

"Residual" means the amount due to Affiliate each month for the previous month's transactions, calculated in accordance with the formula set forth on this date at which may be amended by NAB at any time.

"Rules" means the written rules, regulations and procedures issued by Visa, MasterCard, ATM networks, American Express, Discover, JCB and Diners Club, as amended from time to time.

"Visa" means Visa U.S.A., Inc.

II. NAB Responsibilities

2.1 Marketing. NAB will work jointly with the Affiliate to: A) market the Merchant Program to Members; B) make information concerning the Merchant Program readily available to Members; and C) offer to Members other services provided by NAB.

2.2 Merchant Approval. NAB may accept or reject a Member as a Merchant based on criteria NAB deems prudent as part of its regular transaction processing program. Approval, review and pricing terms with respect to Merchants will be solely controlled by NAB. NAB may terminate any Member's Merchant Agreement in accordance with the terms of such Agreement. Affiliate understands and agrees that Members will be permitted to participate in the Merchant Program only after: A) NAB's approval of the Member's merchant application; and B) execution by the Member and NAB of the Merchant Agreement.

2.3 Merchant Program. NAB will offer to provide to Merchants services substantially in the same manner as it does those merchants under NAB's other merchant programs. The Merchant Program includes, but is not limited to, authorization, data capture, and settlement of Credit Card and Debit Card transactions.

2.4 Settlement. NAB (through a designated financial institution) will settle directly with each Merchant for all monies owed to Merchant pursuant to the Merchant Program.

2.5 Ongoing Responsibilities. NAB representatives will address Merchant inquiries on matters related to Merchant training, chargeback procedures, equipment services and equipment repair, as appropriate.

2.6 Residuals. Each month NAB will remit to Affiliate the Residuals. The Residuals will be computed monthly as of the last day of each calendar month and will be paid within 45 days following the end of the month.

III. Affiliate Obligations

3.1 Marketing.

A. **Marketing Efforts.** Affiliate will use its best efforts to market NAB's Merchant Program to its Members, to make information concerning the Merchant Program readily available to its Members, and to encourage its Members to become Merchants of NAB. The Affiliate may produce its own materials for use in marketing NAB's programs, but may not use such materials without obtaining NAB's prior written consent. The current pricing schedules for Merchants shall be as described on Appendix (as Appendix A may be amended from time to time upon written notice by NAB).

B. **Promotional Opportunities.** Unless otherwise agreed upon by NAB and Affiliate, Affiliate will provide, at no expense to NAB: access to booth space at all trade

shows and conventions sponsored by the Affiliate (participation in such shows will be at NAB's option); advertising space in the Affiliate's annual directory; and advertising space at least quarterly in newsletters, periodicals, magazines or similar mailings sent out by the Affiliate.

C. Member Lists. Affiliate will provide NAB with the names and addresses of its Members upon request, and will use its best efforts to inform NAB of information affecting its Members' good standing in the Affiliate on a continuing basis throughout the term of this Agreement.

3.2 Exclusivity. Affiliate will not enter into any agreement with any other entity that provides Credit Card or Debit Card processing services similar to those provided by NAB under this Agreement. Affiliate will endorse, and will refer Members exclusively to NAB for Credit Card and Debit Card processing services, and will not recommend any other entity to Members for services such as those to be provided under the Merchant Program.

3.3 Representations and Warranties of Affiliate. Affiliate represents and warrants to NAB that:

A. Good Standing. Affiliate is a corporation organized, validly existing and in good standing under the laws of its state of incorporation and the laws of the state of its principal offices as set forth above (if different).

B. Full Authority. Affiliate has full authority and corporate power to enter into this Agreement and to perform its obligations under this Agreement.

C. No Violation. Affiliate's performance of this Agreement will not violate any applicable law or regulation or any agreement to which Affiliate may now or hereafter be bound.

D. Enforceability. This Agreement represents a valid obligation of Affiliate and is fully enforceable against Affiliate according to its terms.

E. Compliance. Affiliate will comply with the terms of this Agreement, with the Rules, and with all applicable state and federal laws, rules and regulations, and shall indemnify NAB for any fines, losses or liabilities incurred as a result of Affiliate's failure to so comply.

F. No Litigation. Affiliate and its officers and directors are not a party to any pending litigation which could adversely affect Affiliate's obligations hereunder, and Affiliate has never been fined or assessed penalties by Visa or MasterCard.

G. Members. Each Member is a bona-fide, legitimate business.

IV. Confidentiality

4.1 Confidentiality. Affiliate and NAB 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, which the parties acknowledge belongs to NAB), 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 to the extent it is required to reveal such information for the purpose of performing its obligations under this Agreement.

4.2 Remedy. In the event of a breach of this Article IV, 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.

V. Term and Termination

5.1 Term. This Agreement will become effective on the Effective Date, and will remain in effect for an initial term of 0 years ("Initial Term"). Either party may terminate this Agreement with or without cause at any time upon 30 days prior written notice to the other party.

5.2 Certain Post-Termination Rights. No termination of this Agreement will affect any right of NAB under any Merchant Agreement. All Residuals will cease upon termination of this Agreement.

VI. Names and Trademarks

6.1 NAB Name. Affiliate will not use NAB's name or trademarks in any promotional or marketing materials, nor will Affiliate promote NAB's programs in any way, without NAB's prior written consent. Affiliate will obtain NAB's written consent before Affiliate produces or distributes any materials relating to the Merchant Program. Affiliate acknowledges and agrees that it has no rights to use NAB's trademarks and service marks without NAB's prior written consent. NAB's written consent required under this paragraph will not be unreasonably withheld.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. Affiliate will indemnify, defend and hold NAB harmless from and against any and all claims, demands, losses (financial or otherwise), damages, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees and expenses), which may be incurred or which may be claimed by any person or as a result of acts or omissions of Affiliate, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, Affiliate's obligations under this Agreement.

7.2 Limitation of Liability. The liability, if any, of NAB under this Agreement for any claims, costs, damages, losses and expenses for which it is or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of any fee paid to Affiliate for the preceding 2 month period, measured from the date the liability accrues. In no event will NAB or its agents,

servants, representatives or employees be liable for indirect, special, or consequential damages.

VIII. General

8.1 Assignability. Affiliate will have no rights to assign this Agreement without the prior written consent of NAB and any unauthorized attempted assignment will be null and void. NAB may assign its rights under this Agreement.

8.2 Notice. All communications under this Agreement will be in writing and will be delivered in person or by mail courier, return receipt requested, addressed as indicated on the signature page of this Agreement. 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.

8.3 Entire Understanding, Amendment. This Agreement, including the Appendix which is 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.

8.4 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 provisions hereunder, and to comply with the Rules.

8.5 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.

8.6 Successors and Assigns. Subject to Section 8.1, 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.

8.7 Applicable Law. The Agreement will be deemed to be a contract made under the laws of the Michigan, and will be construed in accordance with the laws of the Michigan without regard to principles of conflicts of law.

8.8 Independent Contractors. NAB and Affiliate will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

8.9 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 reference 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 either party.

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

8.11 Survival. All agreements that by their context are intended to survive the termination of this Agreement, including, but not limited to, the representations and warranties of Section 3.3, the confidentiality provisions of Article IV, the post-termination rights of Section 5.2, the liability and indemnification provisions of Article VII, the attorneys' fee provision of Section 8.12, and the dispute resolution provision of Section 8.13, will survive termination of this Agreement.

8.12 Attorneys' Fees. If any arbitration holds that a party has breached this Agreement, then the non-defaulting parties will be entitled to recover from the breaching party expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

8.13 Dispute Resolution. Any dispute or claim arising out of, or in connection with this Agreement will be settled by final and binding arbitration to be held in Oakland County, Michigan in accordance with the commercial rules of the American Arbitration Affiliate ("AAA"). Judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction over: A) the award; B) the party against whom enforcement is sought; or C) that party's assets. The procedures and law applicable during the arbitration will be both the AAA rules and the internal substantive laws of Michigan (excluding any rules regarding conflicts of law). In such arbitration, the award of decision will be rendered by at least a majority of the members of an arbitration panel consisting of 3 members, one of whom will be appointed by each of the parties hereto and the third appointed by the 2 so-appointed arbitrators. All arbitrators will be persons who are not employees or agents of any party. In the event that any party fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator will be appointed by the AAA.

North American Bancard

By: _____
Name: _____
Title: _____
Address for Notices: _____

Affiliate

By: **X** _____
Name: _____
Title: _____
Address for Notices: _____



ACH AUTHORIZATION FORM

Sales Partner Information (please print or type)		
Name of Sales Partner		Please check appropriate box <input type="checkbox"/> New ACH enrollment <input type="checkbox"/> Change bank information <input type="checkbox"/> Terminate ACH authorization Federal Tax ID Number (for ACH security/validation purposes):
DBA Name		
Address	Phone	
City, State, Zip	Fax	

ACH Debits and Credits - initiated by North American Bancard	
<i>I authorize North American Bancard, Inc. to initiate ACH debits and credits to the above named agent's account. This authority will remain in effect until North American Bancard, Inc. has received written notification of its termination from the agent at least 30 days prior to the effective date. (Must complete Bank Information below and attach a copy of a cancelled or voided check to verify account and routing & transit number)</i>	
Bank Name	Bank Phone Number
Bank Account Number (not to exceed 17 digits)	Type of account: <input type="checkbox"/> Savings <input type="checkbox"/> Checking
Bank Routing and Transit Number (requires 9 digits)	Requested Effective Date (optional)
Authorized Signature <div style="font-size: 2em; font-weight: bold; margin-top: 5px;">X</div>	Date Signed

Return this copy to: North American Bancard, Inc. attn: Finance Department at 250 Stephenson Hwy., Troy, 48083

Authorization Form Instructions

This authorization form is to be used if you would like to receive and submit payments to or from North American Bancard, Inc. electronically. The payments will be submitted using two methods: ACH Debits (cost of equipment, deployment, shipping, etc.) or ACH Credits (commissions, residual payments and bonuses). Please sign and date the appropriate section(s).

New ACH enrollment:

Change bank information:

Terminate ACH authorization:

Bank Account Number:

Routing and Transit Number:

Requested Effective Date:

For all agents registering for the first time to use ACH

Used when changing bank information (account #, routing #, etc.)

Used if you want to stop sending/receiving ACH payments from North American Bancard, Inc.

Your checking or savings account to be used for payment remittances The account number should not exceed 17 digits.

The 9-digit routing transit number of your financial institution

Date when you would like to start/stop ACH activity

We will try to accommodate but normally takes 30 days from the date of submission

Attach your voided check here

Note: Only one bank account is permitted per enrollment



Sales Partner Compliance

North American Bancard feels it is important to clarify Visa/MasterCard industry wide regulations regarding marketing collateral. The following list outlines the general compliance requirements, but it is not meant to be a comprehensive list.

All Marketing materials and practices used to solicit merchants must be in the registered ISO's name ONLY. Soliciting merchants is defined as quoting merchant processing rates and fees, describing card processing services, and/or implying that the unregistered Sales Partner provides or offers card processing services. Unregistered Sales Partners can only refer merchants to a registered ISO/MSP of Visa or MasterCard.

In order to be considered as a registered Independent Sales Organization (ISO) with Visa or a Member Service Provider (MSP) with MasterCard, you must register directly with MasterCard and Visa. If you are registered with Visa and MasterCard, please provide us with a letter from your registering institution stating you are a registered ISO/MSP. If you are not a registered ISO/MSP, you cannot market using your company's name, or logo. You must only use North American Bancard's name and logo on marketing sources including but not limited to the following:

- Marketing Materials (such as slicks, brochures, bi-folds, tri-folds, etc) for products/services
- Merchant Agreements
- Stationery (i.e. business cards, letterheads, fax coversheets, etc)
- Promotional products
- TV/Radio/Print Advertisements
- Web sites
- Telephone communications and Voice Mails
- Automated Dialer/Announcing Devices (ADAD)

No mention of Global Payments, First Data Corporation, HSBC Bank, and/or Wells Fargo Bank (including but not limited to logos, names, fonts, colors, brand imagery, or any "facts" relating to Global Payments, First Data Corporation, HSBC Bank, and/or Wells Fargo Bank) may appear on any marketing collateral except in the mandatory endorsement statement. The following endorsement statement must conspicuously appear on any marketing collateral advertising or soliciting for merchant services or displaying the Visa/MasterCard logos:

All merchant accounts are referred to and processing services provided by North American Bancard, a registered ISO/MSP of HSBC Bank USA, National Association, Buffalo, NY and Wells Fargo Bank N.A., Walnut Creek, CA

The endorsement statement must be included per the following:

- The statement must appear on the bottom of ALL marketing collateral. If Visa/MasterCard card logos are shown, the statement must appear at the bottom of the page on which the logos appear.
- This phrase must be consistently in 8 or 10 point font and may not make use of any italics, underlining, bolding or other font effects
- If Discover and/or American Express logos are displayed on your marketing collateral, the following must be added to be above endorsement statement: American Express and Discover require separate approval.

Website Compliance



Please note that in order to help all of our sales representatives maintain compliance with the Visa/MasterCard regulations regarding the advertisement of card processing services on the Internet, North American Bancard strongly suggests that you utilize the Free Customized Mirrored Website we offer.

If you decide to build your own website, all of the Visa/MasterCard compliance regulations must be met in addition to the following:

- The following endorsement statement must be appear at the bottom of the website's homepage, "about us" page and any website pages displaying Visa/MasterCard logos and/or text or advertising for merchant services

"All merchant accounts are referred to and processing services provided by North American Bancard, a registered ISO/MSP of HSBC Bank USA, National Association, Buffalo, NY and Wells Fargo Bank N.A., Walnut Creek, CA "

- Credit card logos cannot appear on your website unless you accept those credit cards as a form of payment and may not appear on any page advertising for merchant processing services unless the above requirement is met.
- If you choose to use "apply now" feature for online merchant applications, you must have a link on your site to your NAB customized web page.

Stationery, Promotional Products and Business Card Compliance

If you decide to create your own stationery, promotional material or business cards, all of the Visa/MasterCard compliance regulations must be met in addition to the following:

- The names/logos/fonts/colors/imagery/etc of Global Payments, First Data Corporation, HSBC Bank, Wells Fargo Bank, Visa, MasterCard, American Express, and/or Discover may not be used in any promotional products, business cards or stationery (including but not limited to letterhead, fax coversheets, etc).
- The endorsement statement may not appear on promotional products, business cards or stationery (including but not limited to letterhead, fax coversheets, etc).
- Business cards used in merchant solicitation may only display North American Bancard' name and logo and may not be co-branded with non-merchant services related business types

In addition to the above Visa/MasterCard marketing regulations, there exist legal restrictions or prohibitions on some forms of advertising, notably, but not limited to, fax advertising, email solicitation, and automated dialers/announcing devices (ADAD). While the above mentioned Visa/MasterCard regulations still apply, North American Bancard has an obligation to notify our Sales Partners of the importance for you to familiarize yourselves with the various laws surrounding the use of Automated Dialers. These laws vary in scope and severity based on jurisdictional differences.

We have summarized the laws and regulations of each of the states pertaining to the making of business-to-business sales calls utilizing automated dialing and announcing devices ("ADAD"). It is extremely important that you have the ability to segment your files to ensure compliance. **Remember**, your organizations or you personally will be held liable for non-compliance.

ADAD's are regulated federally for calls to consumers. However, there are no federal restrictions on their use for commercial calls. Furthermore, many states have enacted regulatory frameworks which



seek both to protect residents (often businesses and consumers) from the annoyance of ADAD calls and to prevent ADAD-generated calls from impeding telephone service.

NAB recommends that you seek legal advice pertaining to the operation of any ADAD equipment. This document is not intended as a replacement of sound legal advice and the use of ADAD equipment is entirely your decision and responsibility.

Automated Dialer and Announcing Device (ADAD) Compliance

Please refer to www.agentinfocenter for a chart providing greater detail as to the exact restrictions each state imposes upon commercial ADAD calls. However, a brief summary follows:

- In the following states, ADAD-delivered business-to-business sales calls are **expressly forbidden** (whether according to criminal statutes or civil regulations): **Arkansas** (criminal), **Maryland** (criminal), **Mississippi** (civil), **North Carolina** (civil), **Washington** (civil) and **Wyoming** (criminal).
- The following states **allow business-to-business ADAD calls without restriction**: **Alabama, Alaska, Arizona, Connecticut, Delaware, Florida, Georgia, Hawaii, Kansas, Louisiana, Missouri, Ohio, Oregon, South Carolina, South Dakota, Texas, Vermont, Virginia and West Virginia.**
- Several states impose **various time, place and manner restrictions**. These types of restrictions tend to limit the hours during which ADAD calls can be made (typically between 9 a.m. and 9 p.m.), require a short period of time after hang-up for the call to be disconnected (the range tends to be between five and thirty seconds) and mandate that the name and contact information of the business for whom the call is being made be provided at the start of the call. The states with **some combination of these fairly manageable ADAD regulations** are the following: **Idaho, Maine, Massachusetts, Nebraska, Nevada, New York and Rhode Island.**
- Two states require that the **operator of ADA equipment register, or obtain a permit**, from the state. These states are: **New Hampshire and Tennessee.**

A number of states have imposed fairly onerous restrictions upon those businesses that attempt to solicit sales through the use of business-to-business ADAD calls. Some of these states require that live operators introduce the recorded call, that ADAD calls can only be made to businesses with whom the caller has a prior relationship or has otherwise consented to receive ADAD calls, and that the ADAD equipment only operate while it is attended.

- The following states require that a **live operator introduce an ADAD call**, or otherwise be available during the call: **California, Indiana and Iowa.**
- Three states require that ADAD calls must be **introduced by a live operator unless the recipient has previously consented to receiving such calls**: **New Jersey, North Dakota and Oklahoma.**
- A number of states only allow ADAD calls to be made if there is a **prior business relationship between the recipient and the caller**: **Colorado** (provided the recipient has also consented to the ADAD calls), **District of Columbia, Illinois, New Mexico and Utah.**
- **Express consent** is required to be given by the recipient before ADAD calls can be made to businesses in the following states: **Michigan, Minnesota, Montana, and Wisconsin.**
- One state requires that **ADAD equipment be attended**: **Kentucky.**



Fax Advertising Compliance

The Telephone Consumer Protection Act (TCPA) and FCC rules generally prohibit most unsolicited fax advertisements. It is unlawful to send unsolicited facsimile advertisements to both businesses and residences.

For more information please visit: <http://www.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>

Email Solicitation Compliance

Law governing email solicitations are very similar to fax solicitation. It is prohibited to have deceptive subject lines; you must include a valid physical address, and must provide an opt-out method.

For more information please visit: <http://www.ftc.gov/bcp/edu/pubs/business/ecommerce/bus61.shtm>

NOTE: Any costs associated with any legal actions involving North American Bancard as a party or defendant will be deducted from the residual income of the agent and may result in a material breach of the Agent/ISO agreement.

If you currently have or are actively using non-compliant marketing initiatives, please immediately cease these practices. Discard all non-compliant marketing materials and reorder as necessary. North American Bancard' logos are available upon request. Failure to comply with the stated regulations will result in termination of your agent agreement with NAB and/or could result in substantial fines from MasterCard and Visa and/or result in criminal and/or civil charges. **All marketing initiatives must be submitted to and approved by North American Bancard' compliance auditor prior to usage or production.** Please allow ten business days for approval or recommendations of changes. Revised collateral must be resubmitted for final approval.

Agent Merchant Accounts

It is a policy of North American Bancard not to provide a merchant account to bill for any Bancard related goods or services.

Social Media Policy

NAB respects our Sales Partners' right to self expression and encourages the use of social media to forge networks and maintain a strong public brand image for the company. We simply ask that you keep the following in mind:

- Make it clear that what you write is your opinion, not North American Bancard's.
- Use discretion in choosing topics you feel you have the ability to discuss with full knowledge
- Making discriminatory, harassing, libelous or slanderous comments about NAB and/or employees, merchants, sales partners or competitors will not be tolerated.
- Should NAB deem something you post to be lewd, incendiary, or harmful to the reputation of NAB, our employees, merchants, sales partners or competitors, we reserve the right to ask you to remove your post.
- Our joint commitment to integrity in all our social media interactions is an important part of maintaining NAB's solid reputation. Think before you post.



Independent Sales Representative

CODE OF ETHICS

I agree to the following code of ethics and hereby indemnify and hold North American Bancard harmless from any damages, liability, or expenses for any violations of this code of ethics by me or any sub-representative I may employ:

- No false promises or claims that are not indicated on the Merchant Processing Agreement will be made;
- We will not make promises of payment for prior lease obligations or fee obligations for previous processing obligations in order to induce the applicant to sign an Agreement, unless those payments are actually made on the merchant's behalf;
- I will always provide merchants with all pages of the Agreement upon receipt of their signature;
- All fees will be disclosed to the merchant prior to obtaining signature;
- I will not have the merchant sign any pages of the any agreement that have not been completely filled out;
- I will not submit any Agreements to North American Bancard that have been altered after the customer has executed the same, without written authorization from the merchant;
- I will abide by all Federal, State and Local laws, Visa/MasterCard Rules and Regulations, regulatory agencies, and Member Bank and North American Bancard policies and procedures;
- I will not accept monies from any merchant for services that I have not invoiced or provided;
- I will not initiate any transactions in a merchant's credit card equipment other than test transactions.

Please acknowledge receipt and understanding of the above stated compliance and code of ethics agreement and return with the Sales Representative Agreement:

X

Signature

Print Name

Date



**AUTHORIZATION
For
BACKGROUND INVESTIGATION/
AGENT CREDIT REPORT**

An Investigation Report, Background Investigation, and/or Consumer Credit Report may be made in connection with the application for registration. With this form the applicant authorizes North American Bancard (NAB), or any credit bureau or credit reporting agency contracted by NAB or any agents of NAB, to investigate the references given to NAB by applicant and to access the file of any credit reporting agency.

Under the law, you have the right to receive a copy of your credit report directly from the credit bureau free of charge.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge:

Print Full Name: _____

Print Maiden Name or Other Names Used: _____

Residential Address: _____

City: _____ State: _____ Zip Code: _____

Date of Birth (for I.D. purpose only): ____/____/____

Social Security Number: ____ - ____ - ____

Driver's License Number: _____ State of Issue: _____

I authorize all agencies, bureaus, employers, and individuals to provide any applicable knowledge or information they have concerning this background investigation:

Signature: **X** _____ Date: ____/____/20____

PLEASE PROVIDE COPY OF DRIVER LICENSE BELOW:

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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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 ▶ **X**

Date ▶

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,