

# BROKER-MANAGED PREPAID PROGRAM INSTRUCTIONS

**NOTE:** Only an authorized agent (Owner, Partner or Corporate Officer) may sign these forms.

STEP 1: Page 1-4: Complete the top section of the **Prepaid Program Agreement** on Page 1 with the required information. Sign where indicated (with an \*\*) on Page 4.

STEP 2: Page 5: Complete each section of **Schedule A (Prepaid Products Program)** with the required information, and sign where indicated (with an \*\*).

STEP 3: Page 6: Complete each section of the **Uniform Sales & Use Tax Certificate** with the required information, and sign where indicated (with an \*\*). NOTE: **Schedule B (Instructions Regarding Uniform Sales & Use Tax Certificate)** is included as a separate .PDF file.

STEP 4: Page 7: Complete each section of the **Authorization for Direct Payments (ACH Debits)** form with the required information, and sign where indicated (with an \*\*).

STEP 5: Page 8: Complete each section of the **W-9 Form**, and sign where indicated.

STEP 6: Return all fully signed documents to your Sales Representative.

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The following **additional** documents are required for participation in the **optional Prepaid Open Loop Stored Value Program**:

STEP 1: Page 9-10: Complete each section of **Schedule C.1 (Prepaid Stored Value Open Loop Program)** with the required information, and sign where indicated (with an \*\*) on Page 10. NOTE: **Schedule C.2 (Merchant Destruction Form)** referenced on page 10 is included on Page 11.

STEP 2: Page 12-14: Complete each section of **Schedule C.3 (Appointment Agreement for Payment Services)** with the required information (Page 13 and 15), and sign where indicated (with an \*\*) on Page 14. NOTE: **Schedule C.4 (State Money Transmitter Statutes)** referenced on Page 13 is included as a separate .PDF file, and is provided pursuant to state banking regulations.

STEP 3: Page 15-16: Complete each section of the **Instant Issue Self Audit Checklist for Retail Locations** required by The Bancorp Bank, and sign where indicated on Page 17.

STEP 4: Page 17-18: Complete each section of the **Owner or Corporate Verification Form** (whichever is applicable), and sign where indicated (with an \*\*) on the applicable page.

STEP 5: Return all fully signed documents to your Sales Representative.

**BROKER-MANAGED PREPAID PROGRAM AGREEMENT****Customer Information (CI)**

Corporate Legal Name ("Customer")

DBA Name

Address

City State Zip County

Phone Fax

Business E-Mail (must provide for Web Reporting)

**Billing Information****Check if Same as CI**

Address

City State Zip County

Attention

Phone Fax

Do you want Web Reporting?  YES (provide email address in CI section above)  
 NO**Shipping Information****Check if Same as CI**

Address

City State Zip County

Attention

Phone Fax

**Principal Information**

Principal Name Social Security Number ("Principal")

Corporate Title:  Pres  VP  Sec  Treas  CFO  Other  
 Owner (Sole Proprietor)  Member (LLC)  Partner (LLP or Partnership)

Home Address

City State Zip County

Email

Phone Fax

**Company Information**Company Type (check one):  Sole Proprietor  Corporation  Limited Liability Company  Limited Liability Partnership  Partnership  Other

Fed ID / EIN State ID (Tax/Business Registration)

SIC Dun &amp; Bradstreet#

Years in Business Type of Business

Have you had a bankruptcy in the past 7 years?  NO  YES**Site Information/Terminal Fees**

Dial Prefix: \_\_\_\_\_ (this is the number you have to dial first to get an outside line)

**IF Applicable – Attach store list below**

**INVESTIGATIVE REPORT: Customer and Principal each hereby authorize InComm and its agents and any credit bureau or credit reporting agency used by them to investigate Customer's and Principal's business, credit history and any references or other information obtained from Customer and Principal, for the purpose of this application and this Agreement.**

(1) **Products and Services Offered.** InComm will sell to Customer those products and services as described in each executed Schedule and in the Broker-Managed Prepaid Program Agreement (collectively, the "Agreement"). The availability of all products and services is subject to change upon notice. Customer agrees to pay all charges associated with InComm's provision of such products and services in accordance with the payment provisions contained in the Agreement.

(2) **Term.** The Agreement shall become effective upon Customer's execution of the Agreement (the "Effective Date"). The term of the Agreement shall commence on the date which is thirty (30) days after the Effective Date (the "Commencement Date") and shall continue for a period of three (3) years thereafter (the "Initial Term"). This Agreement shall be automatically extended after the Initial Term for successive consecutive terms of one (1) year (a "Renewal Term") unless either party gives written notice of termination at least ninety (90) days prior to the expiration of the term in effect or unless otherwise terminated in accordance with the termination provisions hereof. The Initial Term and any Renewal Terms are sometimes collectively referred to herein as the "Term". In the event that Customer terminates the Agreement early for any reason other than an uncured material breach by InComm, Customer shall pay to InComm an early termination fee equal to Five Hundred Dollars (\$500.00) ("Early Termination Fee") per terminal. An Early Termination Fee shall not be due by any Customer who terminates as allowed by this Agreement after the Initial Term. Notwithstanding Customer's payment of the Early Termination Fee, Customer will remain obligated to pay any and all other amounts owed InComm hereunder.

(3) **Guaranty.** Principal hereby personally guarantees to InComm in his/her individual capacity the full payment and performance when due of all obligations of Customer under this Agreement. This guaranty is an absolute, unconditional and continuing guaranty of the full and punctual payment and performance of all obligations of Customer, and is a guaranty of payment and not of collection. This guaranty binds Principal and his/her successors, assigns, estate, representatives and heirs. InComm may pursue this guaranty before, concurrently with, or after, pursuit of a claim for recovery against Customer.

(4) **Payment.** Customer hereby authorizes InComm to sweep its designated account by ACH debit (the "ACH Debit") on the schedule and for the products and services set

forth below in this Section 4. All invoices for hardware items or non-point-of-sale activated products and services shall be due and payable by Customer within such period of time as determined by InComm's credit department. Payment terms in connection with prepaid stored value card products shall be in accordance with those payment terms set forth in the applicable Schedule. The payment terms for all other programs, products or services provided under any applicable attached Schedule(s) shall be governed by the terms and conditions outlined in each Schedule. InComm will provide to Customer a reconciliation describing the products and services for which the ACH Debit was performed. Any failure by InComm to perform an ACH Debit as authorized hereunder shall not be construed in any manner as a waiver of the Customer's obligation to pay any amounts due hereunder. All amounts due by Customer to InComm shall be paid without any deduction, revision or set-off whatsoever. In the event that adequate funds are not available at the time of any ACH Debit performed by InComm, in addition to any other rights available in this Agreement or at law or in equity, (i) all unpaid amounts shall be subject to a late fee equal to one and one-half percent (1.5%) per month of the total unpaid; and (ii) InComm may immediately suspend the ability for Customer's stores to activate or sell any products and services until InComm has received payment in full of all outstanding amounts, including any late fees. Customer shall be liable to InComm for all banking charges or fees incurred by InComm as a result of any failed or rejected ACH Debit attempts in connection with Customer's designated account, including an ACH rejection fee equal to Thirty-Five Dollars (\$35.00) per occurrence. **Customer Must Attach A Pre-Printed Voided Business Check or Bank Letter With ABA Routing And Account Number. If Different Bank Accounts Are Maintained For Different Retail Locations, A Voided Check or Bank Letter For Each Account/Location Must Be Attached.**

InComm shall sweep Customer's designated account by ACH Debit (i) on a daily basis for all amounts owed for any and all point-of-sale activated products and services activated by Customer's stores (retail face value of such products and services, less Customer's discount), proprietary gift card fees, and prepaid open loop stored value card fees; and (ii) on a monthly basis for a Terminal fee of \$10 per Terminal at each Customer store location.

(5) **InComm Technology.** Title and ownership of the technology utilized to provide the services hereunder, including without limitation, any prepaid products or the underlying services, any Terminals (as more specifically referred to in Paragraph 6, below)

provided by InComm, any communications specifications supplied by InComm for use in connection with the products and services hereunder, InComm's Virtual Technology System, InComm's FastCard POSA System, InComm FastPIN Electronic PIN Delivery System and any other services delivered by InComm to Customer or the end users under this Agreement, including any modifications or enhancements thereto or derivative works created therefrom (collectively, the "InComm Technology"), shall remain vested solely in InComm. Customer shall have no ownership rights or other rights in the InComm Technology. During the Term of this Agreement and when Customer is reselling those products and services that are described in the Schedules and purchased from InComm, Customer is a beneficiary of InComm's proprietary and intellectual property as such relates to the distribution and sale of such products and services.

(6) InComm Terminals. In the event that InComm agrees to provide terminals to Customer (the "Terminals"), InComm shall be responsible for Terminal hardware and software maintenance, and Customer shall not install or attempt to install any software other than that authorized by InComm. During the Term of the Agreement, InComm shall retain title to the Terminals and all related software, and Customer shall not create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Terminals or any of InComm's interest therein. The Terminals shall be returned to InComm upon expiration or termination of this Agreement. In addition to any other fees set forth herein, Customer shall pay to InComm a lost Terminal charge of Five Hundred Dollars (\$500.00) each for any Terminals that are not returned within fifteen (15) days of the expiration or termination of this Agreement. Customer shall keep InComm informed at all times of the location of each Terminal, including notifying InComm in writing of a change of location of any Terminal. Customer shall protect all Terminals from deterioration other than normal wear and tear, and shall comply with all laws, ordinances, regulations and rules with respect to the use and operation of the Terminals. Any Terminals that are damaged beyond repair, or that are lost or stolen, shall be replaced at a cost to Customer of Five Hundred Dollars (\$500.00) each. In the event that InComm determines it is necessary to replace a Terminal, InComm will ship to Customer a replacement Terminal, along with an invoice and a call tag to be used by Customer for the return of the Terminal being replaced. Upon receipt by InComm of the Terminal being replaced, InComm will issue a credit to Customer so long as such Terminal is not damaged beyond repair.

(7) Billing Disputes. Customer shall have the right to reasonably dispute any of the charges contained in a reconciliation or an invoice for a period of thirty (30) days after the date of the reconciliation or invoice (the "Reconciliation Date"), provided that: (i) InComm receives payment in full for all charges on or before the date such payment is due, (ii) Customer presents a written statement of the purported billing discrepancies to InComm in reasonable detail on or before the thirtieth (30<sup>th</sup>) day after the Reconciliation Date, and (iii) Customer negotiates in good faith with InComm for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges. InComm shall not be obligated to consider any Customer notice of any billing discrepancies which are received by InComm more than thirty (30) days after the Reconciliation Date.

(8) Creditworthiness. If at any time there is a material adverse change in Customer's creditworthiness, then in addition to any other remedies available to InComm, InComm may elect, in its sole discretion, to condition the activation of products and services on Customer's assurance of payment which shall be modified payment terms, a deposit and/or such other means to establish reasonable assurance of payment.

(9) Taxes. For purposes of all sales, use and other similar transaction taxes, InComm and Customer shall treat the sale of each product from InComm to Customer hereunder as a wholesale purchase by Customer in exchange for the applicable price(s) set forth herein, followed by a resale of such product by Customer to Customer's patrons. Customer shall have the sole responsibility to collect and remit all sales, use and other similar transaction taxes incurred upon the resale of such products by Customer to Customer's patrons. Prior to or contemporaneously with Customer's execution of this Agreement, Customer shall provide InComm with a tax exemption certificate, direct pay number or other legally sufficient ground for InComm to forbear collecting such tax; *provided, however*, that if any tax exemption certificate, direct pay number or other ground for exemption furnished by Customer to InComm is found to be insufficient and there is a claim against InComm for any sales, use or similar taxes because of such insufficiency, or if there is any other claim against InComm for any sales, use or similar taxes regarding which Customer has the responsibility to collect and remit, Customer shall indemnify and hold harmless InComm from and against all liabilities incurred in connection with the imposition of any such sales, use or other similar tax on InComm, including any associated interest, penalties and additions to tax.

(10) Commitment. Customer shall not, directly or indirectly, distribute, market, process, sell, load and/or reload, or otherwise promote in Customer's stores or otherwise in the United States any prepaid or stored value products or services, whether distributed electronically or physically, other than those purchased or obtained by Customer from InComm.

(11) Marketing/Merchandising of Products and Services. Customer shall use its commercially reasonable efforts to market, promote and sell the products and services available hereunder to the same degree it would any of its other major products and services, including without limitation, maximizing retail placement of the products purchased hereunder, arranging and facilitating retail store-level placement, merchandising (point-of-sale materials) and promotional programs, positioning point-of-sale materials, correcting out-of-stock conditions, increasing retail distribution, assisting in educating and training retail staff where needed, and generally promoting retailer and customer acceptance of the products. Customer will post all point-of-sale materials in the manner required by InComm for any reason and at any time. In the event InComm becomes aware that a Customer store has not posted any point-of-sale materials as required by InComm, InComm shall notify Customer and Customer shall post such required materials within fifteen (15) days from the date of such notification. In the event Customer fails to do so, InComm reserves the right to terminate any and all programs in which Customer participates. Additionally, Customer will post all point-of-sale materials provided by InComm to ensure compliance with Applicable Law. For the purposes of this Agreement, "Applicable Law" means any applicable state or federal laws, rules or regulations in effect during the Term of this Agreement, as may be enacted or amended from time to time, that are applicable to the issuance, display, marketing, promotion, sale, authorization or usage of the products and services, or otherwise applicable to any of the parties to this Agreement during the Term of this Agreement.

(12) Service Provider Requirements. Customer acknowledges that in order to be eligible to offer certain products or services it may be required to complete and execute specific marketing agreements or other agreements as required by certain service providers. Additionally, Customer shall adhere to the terms and conditions required by each applicable service provider including, for certain products or services, the specific terms and conditions which can be found at <http://mca.incomm.com>.

(13) Logos. Customer acknowledges and agrees that the products and services marketed, distributed, serviced or otherwise covered under or contemplated by this Agreement may contain the trade names, service marks, brands and trademarks of InComm or its affiliates (collectively, the "Marks") or the trade names, service marks, brands and trademarks of third-party service providers ("Service Provider Marks"). Customer agrees not to display or use any of the Marks and shall not permit the same to be displayed or used by third parties, other than in connection with the sale, marketing, distribution or promotion of the products and services hereunder or otherwise in accordance with this Agreement. Customer agrees not to display or use any of the Service Provider Marks and shall not permit the same to be displayed or used by third parties, without the prior written approval of InComm or the applicable third-party service provider. In the absence of specific prior written consent from InComm, Customer shall not use any part of any of the Marks as part of its own name or in any other manner not so approved by InComm. The Marks are proprietary to InComm and its affiliates and nothing in this Agreement constitutes the grant of a general license for their use. Upon termination of this Agreement, any and all rights or privileges of Customer to use the Marks or the Service Provider Marks shall immediately expire, and Customer shall immediately discontinue the use thereof. Customer shall indemnify, hold harmless and defend InComm and its affiliates in connection with any claim, damage, liability, loss, judgment or other deficiency against InComm and/or any of its affiliates arising out of, resulting from or related to Customer's authorized use of the Marks or Service Provider Marks.

(14) Proprietary Information/Non-Disclosure. Except as expressly set forth in this Section 14, InComm and Customer shall maintain in confidence the terms of this Agreement. It is expected that pursuant to discussions which have taken place prior to and following the Effective Date of this Agreement, the parties may disclose to one another certain information, as defined herein, which is considered by the disclosing party to be Proprietary Information (as hereinafter defined). "Proprietary Information" is defined as any information, communication or data, in any form, including, but not limited to oral, written, graphic or electronic forms, models or samples, which the disclosing party identifies as confidential or which is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information, communication or data against unrestricted disclosure or use, including without limitation, business information, financial data and marketing data. All Proprietary Information shall remain the sole property of the disclosing party and its confidentiality shall be maintained and protected by the receiving party with the same degree of care as the receiving party uses for its own confidential and proprietary information, but in no event, less than a reasonable degree of care. The receiving party shall not use the Proprietary Information of the other party, except as necessary, to

fulfill its obligations under this Agreement, nor shall it disclose such Proprietary Information to any third party without the prior written consent of the disclosing party. The restrictions on the use or disclosure of any Proprietary Information shall not apply to any Proprietary Information: (i) after it has become generally available to the public without breach of this Agreement by the receiving party; (ii) is rightfully in the receiving party's possession prior to disclosure as evidenced by competent written proof; (iii) is independently developed by the receiving party without reliance on the Proprietary Information; (iv) is rightfully received by the receiving party from a third party without a duty of confidentiality; or (v) is disclosed under operation of law. In the event the receiving party is required to disclose any Proprietary Information under operation of law, the receiving party shall, to the extent not legally prohibited: (i) give prior written notice of such disclosure to the disclosing party; (ii) limit such disclosure to the extent practicable; and (iii) make such disclosure only to the extent so required. The confidentiality obligations of the parties herein shall be effective during the Term and for a period of three (3) years from the expiration or termination of this Agreement. Notwithstanding the foregoing, the parties shall maintain the secrecy and confidentiality of any trade secrets of either party indefinitely so long as they remain trade secrets.

(15) Material Breach; Failure to Pay. Except for Customer's obligation to pay all amounts when due hereunder, either party may terminate this Agreement upon a material breach by the other party, which the breaching party does not cure within thirty (30) days after receiving written notice thereof from the other party. InComm shall have the right to terminate this Agreement if Customer fails to pay InComm any and all amounts due hereunder; *provided however*, that InComm provides Customer with written notice of Customer's failure to pay and Customer fails to cure such failure within five (5) days after its receipt of InComm's notice.

(16) Regulatory Authorities. If any regulatory authority, including the Federal Communications Commission, state public service commissions, or other authority having jurisdiction over any of the products and services provided hereunder (a) determines, at any time, that the distribution of any of the products or services hereunder, or any other programs or services provided by InComm, are unlawful, or (b) changes any regulation or law which materially affects the products, programs and services distributed or provided by InComm (collectively, a "Regulatory Determination"), then InComm shall have the right to modify the affected product, program or service as InComm determines may be necessary to overcome or respond to such Regulatory Determination, and Customer will work in good faith with InComm in such regard. In the event that any such Regulatory Determination cannot be overcome or resolved, InComm may terminate any applicable program or portions of this Agreement and any Schedule affected thereby, and/or discontinue the distribution of any affected product(s) or service(s) with no impact to the remaining portions of the Agreement or Schedule(s). In such event, neither party shall be subject to any termination liability in accordance with the applicable authority's order.

(17) Accrued Rights. No termination of this Agreement shall affect any accrued rights or obligations of either party as of the effective date of such termination, nor shall it affect any rights or obligations of either party, which are intended by the parties to survive any such termination.

(18) Notice. Any notice required by this Agreement from InComm to Customer shall be in writing and shall be delivered by United States mail or electronic mail. Any notice required by this Agreement from Customer to InComm shall be in writing and shall be delivered in person or by a nationally recognized overnight carrier where proof of delivery is obtainable. Any such notice delivered to Customer shall be delivered to either the corporate headquarters address or email address identified in the Agreement. Any such notice delivered to InComm shall be delivered to: InComm, 250 Williams Street, 5<sup>th</sup> Floor, Suite 5-2002, Atlanta, Georgia 30303, Attn: General Counsel, or at such other address as the intended recipient previously shall have designated by written notice to the other party.

(19) DISCLAIMER: LIMITATION OF LIABILITY. INCOMM MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER, ITS CUSTOMERS OR TO ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OF ANY PRODUCTS, SERVICES, MATERIALS OR TERMINALS PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, INCOMM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, ANY DAMAGES CLAIMED FOR LOSS OF INCOME, REVENUE, OR PROFITS OR FOR LOSS OF GOODWILL) ARISING FROM OR RELATED TO IN ANY MANNER ANY PRODUCTS, SERVICES, MATERIALS OR TERMINALS PROVIDED PURSUANT TO THIS AGREEMENT. UNLESS OTHERWISE EXPRESSLY INDICATED, NONE OF THE UNDERLYING PRODUCTS

OR SERVICES ARE PROVIDED BY INCOMM. UNDER NO CIRCUMSTANCES SHALL INCOMM BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS, INJURY OR DAMAGE, OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS OR DELAYS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS AND SERVICES OR USE OF ANY PRODUCTS OR SERVICES.

(20) No Waiver of Rights. Failure of either party at any time to require the other party's performance of any obligation under this Agreement shall not affect the right to require performance of this obligation. Any waiver by either party of any breach of any provision hereof shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.

(21) Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, regardless of conflict of law principals. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Florida located in Palm Beach County or in the United States District Court for the Southern District of Florida, for the purposes of any suit, action or other proceeding arising out of this Agreement or the subject matter hereof brought by any party hereto. The parties hereby waive and agree not to assert as a defense or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced by such court.

(22) Force Majeure. InComm shall be excused from performance of this Agreement, or any obligation hereunder, if and to the extent its performance or obligation is either directly or indirectly prevented, restricted, or interfered with by reason of acts of God, wars, revolution, civil commotion, explosion, fiber cuts, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendors, failure of equipment, delays or non-performance of suppliers or carriers, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of InComm. InComm shall provide Customer verbal notification of any "force majeure" event which may affect InComm's ability to perform its obligations under this Agreement.

(23) Indemnification. Customer agrees to defend, hold harmless, and indemnify InComm and its affiliates, directors, officers and employees ("InComm Indemnified Parties"), from and against all claims of any third-party (and all liabilities associated therewith, including reasonable attorneys' fees and the expenses of litigation) threatened, asserted or filed (collectively, "Third Party Claims") against any InComm Indemnified Party, to the extent that any Third Party Claim arises out of or relates to (i) any breach of this Agreement by Customer or (ii) any acts or omissions of Customer.

(24) Severability. In the event any portion of this Agreement may be determined by any governmental body having jurisdiction hereover, or by any court of competent jurisdiction, to be unenforceable, the balance of the Agreement shall be severed therefrom and shall remain in full force and effect unless a failure of consideration would thereby result.

(25) Attorneys' Fees. If any legal action is necessary in order to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

(26) Assignment. Customer may not assign its rights, obligations or liabilities under this Agreement to any other party without the prior written consent of InComm, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Customer must assign this Agreement in connection with the merger or sale of substantially all of its stock or assets; *provided, however*, that in such event Customer shall promptly notify InComm in writing of any such assignment. At any time after commencement of service hereunder, InComm may assign its rights, obligations or liabilities under this Agreement to any other party, without the consent of Customer, provided that the assignee or delegee of such rights, obligations or liabilities agrees to perform fully all of InComm's obligations under this Agreement.

(27) No Agency/Independent Contractor Status. This Agreement does not create an employer-employee relationship between Customer and InComm. Nothing in the Agreement will be construed to create, authorize or constitute a partnership, joint venture or agency relationship of any kind. Neither party shall have the authority to bind the other to any obligation or liability except as provided in this Agreement.

(28) Customer's Representations. Customer shall not make any representation to any person or entity with respect to the products and services provided hereunder that

goes beyond the representations made by InComm herein or in any marketing materials that InComm may provide to Customer.

(29) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of the parties hereto.

(30) Headings/Counterparts. The headings of the items and paragraphs contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify the meaning of such items and paragraphs. Any number of counterparts of this Agreement may be signed and delivered and each shall be considered an original and together they shall constitute one agreement.

(31) Corporate Authority. Each of the parties represents and warrants that the individual executing this Agreement on their behalf has the full corporate power, authority and right to enter into this Agreement and to perform the acts contemplated herein.

(32) Press Releases: Any press releases or public announcements regarding the subject matter hereof must have prior written approval of both parties prior to distribution, which approval shall not be unreasonably withheld or delayed.

(33) Conflicts. In the event of a conflict between the provisions of the Agreement and any sub-dealer, marketing participant or other agreement required by any carrier, this Agreement shall control.

(34) Survival. The representations, warranties and covenants of the parties hereto shall survive the expiration or termination of this Agreement, subject to any express limitations on survivability contained in this Agreement. Except in the event of an uncured material breach by InComm, Customer's obligations pursuant to Section 10 herein shall survive Customer's early termination of the Agreement and shall not expire until the end of the term in effect at the time of the early termination. No termination of this Agreement shall affect any accrued rights or obligations of either party as of the effective date of such termination, nor shall it affect any rights or obligations of either party, which are intended by their nature to survive any such termination.

(35) No Third-Party Beneficiary Rights. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and each party's successors or assigns, and it is not the intention of the parties to confer third-party beneficiary rights

upon any other person. No third party, whether a customer of Customer or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Customer or InComm in this Agreement.

(36) General. This Agreement, will govern the terms of Customer's purchase of products and services from InComm.

(37) Prior Agreements. Both parties agree that any prior agreement Customer has entered into with InComm or any one of its affiliates (which may include, but not be limited to, New E-Pay, LLC; PRE Solutions, Inc.; PRE Holdings, Inc.; Prepaid Enterprises, LLC; KwikSystems, LLC; ITC Financial Services, LLC; ITC Financial Licenses, Inc.; and IH Financial Licenses, Inc.)(*"Prior Agreements"*) shall be terminated effective upon Customer's execution of this Agreement; *provided, however*, all obligations of the parties intended to survive termination shall continue to survive, including Customer's obligation to pay all amounts owed to InComm or any one of its affiliates pursuant to such Prior Agreements. InComm represents and warrants that it has the full corporate power, authority and right to act on behalf of its affiliates and to perform the acts contemplated herein.

(38) Entire Agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated herein or as contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

Principal, on behalf of itself and Customer, hereto agrees that it has read and agrees to the terms contained herein and in each executed document herein, and caused this Agreement to be duly executed as of the Effective Date. The parties agree that any signature page of this Agreement may be executed as facsimile originals and each copy thereof bearing the facsimile transmitted signature of the executing party's authorized representative shall be deemed to be an original and be binding upon the executing party to the same extent as the original executed pages. Principal's signature below acknowledges that he/she is authorized to execute this Agreement on behalf of Customer.

**Principal's Signature (individually and on behalf of Customer)	Date	Print Name	Title
To be completed by InComm			
Rep Name:		Rep Code/MID:	

**UNIFORM SALES & USE TAX CERTIFICATE – MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on **Schedule B (included separately)**. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Interactive Communications International, Inc.

Address: 250 Williams Street, 5<sup>th</sup> Floor, Suite 5-2002, Atlanta GA 30303

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4 of Schedule C)

Other (Specify) \_\_\_\_\_

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL <sup>1</sup>	_____	MO <sup>16</sup>	_____
AR	_____	NE <sup>17</sup>	_____
AZ <sup>2</sup>	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>4</sup>	_____	NM <sup>4,18</sup>	_____
CT <sup>5</sup>	_____	NC <sup>19</sup>	_____
DC <sup>6</sup>	_____	ND	_____
FL <sup>7</sup>	_____	OH <sup>20</sup>	_____
GA <sup>8</sup>	_____	OK <sup>21</sup>	_____
HI <sup>4,9</sup>	_____	PA <sup>22</sup>	_____
ID	_____	RI <sup>23</sup>	_____
IL <sup>4,10</sup>	_____	SC	_____
IA	_____	SD <sup>24</sup>	_____
KS	_____	TN	_____
KY <sup>11</sup>	_____	TX <sup>25</sup>	_____
ME <sup>12</sup>	_____	UT	_____
MD <sup>13</sup>	_____	VT	_____
MI <sup>14</sup>	_____	WA <sup>26</sup>	_____
MN <sup>15</sup>	_____	WI <sup>27</sup>	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

ACCEPTED AND AGREED TO BY: \_\_\_\_\_  
(Customer's Full Corporate Name)

By {authorized signature}: \*\* \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

**AUTHORIZATION FOR DIRECT PAYMENTS (ACH DEBITS)**

Full Corporate Legal Name: \_\_\_\_\_ (“Customer”)

Customer’s Federal Tax ID #: \_\_\_\_\_

The Customer hereby authorizes Interactive Communications International, Inc. or any one of its affiliates which may include, but not be limited to, New E-Pay, LLC; PRE Solutions, Inc.; PRE Holdings, Inc.; Prepaid Enterprises, LLC; KwikSystems, LLC; ITC Financial Services, LLC; ITC Financial Licenses, Inc.; and IH Financial Licenses, Inc. (collectively referred to herein as “InComm”) to originate debit and/or credit entries via the Automated Clearing House (ACH) to its checking account with the financial institution named below. The timing and frequency of debits will differ from Customer to Customer and shall be set forth in the applicable agreement between InComm or any one of its affiliates and Customer based on sales, related charges, or other contractual obligations. InComm represents that it has the full corporate power, authority and right to act on behalf of its affiliates and to perform the acts contemplated herein.

If an entry is erroneously initiated by InComm to the Customer's account, the Customer has the right to have the amount of the entry credited to the Customer's account upon three (3) business days advance written notice to InComm. However, the Customer must give the financial institution and InComm written notice within thirty (30) days after the debit is taken explaining fully why the entry was in error. If InComm does not receive such written notice within the thirty (30) day period, Customer waives its rights to credit.

Financial Institution Information:

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

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Routing Number (ABA#): \_\_\_\_\_

Account Number: \_\_\_\_\_

***NOTE: PLEASE ATTACH TO THIS FORM A VOIDED COPY OF A PRE-PRINTED CHECK OR BANK LETTER FROM THE ACCOUNT LISTED ABOVE. IF DIFFERENT BANK ACCOUNTS ARE MAINTAINED FOR DIFFERENT RETAIL LOCATIONS, A VOIDED CHECK OR BANK LETTER FOR EACH ACCOUNT/LOCATION MUST BE ATTACHED.***

This authorization is to remain in full force and effect until InComm receives written notification from the Customer of its termination in such time and in such manner as to afford InComm and the financial institution a reasonable opportunity to act on it, but in any event no fewer than thirty (30) days.

ACCEPTED AND AGREED TO BY: \_\_\_\_\_  
(Customer’s Full Corporate Name)

By {authorized signature}: \*\* \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requestor'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 the "Name" line 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.

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

Social security number									
				-					
Employer identification number									

### 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.

<b>Sign Here</b>	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.