



● **COMMERCIAL INVESTMENT SOURCE** ●

**COULD YOUR BUSINESS
USE
\$25,000, \$50,000,
\$100,000, OR EVEN
\$500,000
CASH IN THE NEXT WEEK?**

**IF SO, PLEASE READ ON
AND CALL ME TO GET
STARTED!**

**Jamie Brandenburg
Authorized Funding Agent
513.836.0170**

Commercial Investment Source, L.L.C. 409 North Broadway Lebanon, OH 45036
Phone - (513) 836-0170 Fax - (513) 842-3132
www.commercialinvestmentsource.com



Non-Recourse Draw on Future Sales Overview

- We can advance up to \$500,000 or more to your business right now by purchasing a small percentage of your future sales.
- The advanced amount is based only on the Visa and MasterCard sales volume of your business. (American Express, cash, checks, and Discover card cannot be counted)
- Repayment happens slowly each day by having the credit card processing company redirect an agreed upon certain percent of your credit card sales to our company until your contract specified payback amount is reached. At that point you return to receiving 100% of your credit card receipts. The amount redirected is usually only 4-6% of gross sales.
- You do not have any checks to write, no accounting to track, no fixed payments to make, or anything to do except decide where to spend your money. We will send you detailed itemized statements of daily transactions and all is complete whenever enough customers come through your door. It pays off whenever it pays off.
- If less customers buy your product, then the amount sent to us from the processor is less and therefore it does not hurt your business should there be a slow down for any reason.
- Wouldn't it be nice if all of your business expenses were based entirely on the number of customers and all expenses stopped completely or were reduced if you were temporarily closed or not at 100% of normal sales volume. We offer you this when no bank ever could.
- In as short as 6 months you may qualify for even more cash. If your business income has increased over the last few months then the amount we can advance can also be increased.
- Unlike other sources of money, we do not require you to sign over your house or car as collateral to receive an advance from us.
- We do not show up on your credit report as a debt and therefore will not affect your credit worthiness in qualifying for a new car, refinancing your home, or any other purchases.
- There is no application fee and we do not charge a monthly servicing fee so it costs you nothing to find out how much advance you can qualify to receive.

Jamie Brandenburg
Authorized Funding Agent
513-836-0170 cell

We are not a bank and this is not a loan.



Required Documents to allow a cash advance.

- _____ **Last 4 months of Visa and MasterCard statements.**
(complete with all pages).
If the last 4 months were substantially less than the last 12 month average then send the last 12 months of statements to receive a larger cash advance.
- _____ The last 4 months of business bank statements (all pages)
- _____ Completely **fill out every line** of the general info sheet
- _____ **A voided check** from the account that you want the cash advance to be electronically deposited.
- _____ **Any documentation showing ownership or management authority of the person applying.** (vendors lic., lease, liquor lic., business lic., corporate documents, etc.)
- _____ **A photo copy of the drivers license** of the person applying.
- _____ **Sign the Visa/MasterCard processor form** to allow them to give you a price quote on lower cost processing and allow the automatic repayment without any effort each month from the business. You will receive an itemized statement.
- _____ **Sign the AdvanceMe application in the two marked places.**



Dear Business Owner,

I have GOOD NEWS! We have up to \$500,000.00 to advance to your business to help you take advantage of an opportunity to buy inventory, advertise, remodel, expand, pay taxes, or for any of hundreds of other reasons that only you can imagine. Go ahead and think for a second, there must be one or more projects, improvements, or problems that need attention today if you had access to a large sum of cash. As the saying goes "It takes money to make money!" We have your answer!!!

This is a NON-RECOURSE DRAW ON FUTURE PROFIT! No personal guarantees, does not show up on credit, and does not affect your ability to borrow money! This is totally private! Between you and us!

It is easy to qualify, no credit reporting, no collateral required, even if you have been turned down by every bank in the country!

We advance you cash now and your customers pay it back slowly over time by having the credit card processing company redirect a percentage of your Visa/MC sales to repay the debt with absolutely no effort on your part. You receive a detailed statement explaining everything. It pays back when it pays back without any monthly fixed payments from you!

Call me today to see how much cash your business can qualify to receive. Even if you don't need it right now, please keep our info on file in case of an emergency or future need.

Thank you,

Jamie Brandenburg
Authorized Funding Agent
513.836.0170

Advances range from \$2500 to \$500,000 per location.
Requires a minimum of \$2000 per month of combined Visa and MasterCard sales.
We are not a bank and this is not a loan product.
We advance purchase a portion of your future credit card sales for cash given to you today.

Advanceme, Inc. Administrative Form

Merchant Information					
Type of Entity (check one) <input type="checkbox"/> corporation <input type="checkbox"/> limited liability company <input type="checkbox"/> partnership <input type="checkbox"/> limited partnership <input type="checkbox"/> limited liability partnership <input type="checkbox"/> sole proprietorship					
Merchants Legal Name		D/B/A		Federal ID (or SS# for Sole Proprietorship)	
Physical address		City, State Zip		State Tax ID#	
Mailing address / Billing Address		City, State Zip		Use of Proceeds	
State of Incorporation/Organization	Specific Type of Business	Date business started (mm/yy)	Length of Ownership	E-Mail Address	
Contact name	Position	Phone	Fax	Website	
Describe Specific Type of Product/Service Sold					
Principal No. 1 Percentage (_____ %) of Ownership					
Name		Social Security Number		Date of Birth	Position
Driver's License # & State		Home Phone #		Cell Phone #	
Residence Address			City, State Zip		
Length at Current Residence	Prior Address, City, Stat Zip, if at Current Address less than 2 Years				
Principal No. 2 Percentage (_____ %) of Ownership					
Name		Social Security Number		Date of Birth	Position
Driver's License # & State		Home Phone #		Cell Phone #	
Residence Address			City, State Zip		
Length at Current Residence	Prior Address, City, Stat Zip, if at Current Address less than 2 Years				
Credit Card/Terminal Information					
Visa/MasterCard: Card Swipe _____ % Manually Keyed _____ % Phone/Mail Order _____ % Internet _____ % Total (100%)					
Average Ticket		Total Gross Monthly Volume	Visa/MC Monthly Vol	Annual Visa/MC Sales	# of Terminals
Check Card Program Y/N	Discover Y/N	Existing Account #		Terminal Make & Model	
Gift Card Program Y/N	American Express Y/N	Existing Account #		Printer Make & Model	
Debit Y/N	Diners Club/ Carte Blanche Y/N	Existing Account #		Software Type/POS System - Contact Name & Phone	
Pin Pad Type	JCB Y/N	Existing Account #		MM/YY of CC Statements Attached (4 consecutive, complete, and within last 12 mths)	
Terminal Hardware/Software Comments			Merchant Return Policy		
Trade References					
Company		Contact Name	Phone Number	Fax	
Company		Contact Name	Phone Number	Fax	
Company		Contact Name	Phone Number	Fax	
Property Information					
Own/Lease	Lease Start Date	Lease Term	Mthly Rent/Mtg	Type of Building	Square Footage (approx)
Landlord/Mortgage Company			Phone Number	Fax	
Contact Name			Alternate Phone	Landord Email	
Bank Information					
Bank name		Phone Number	City	State	Zip
Transit # (ABA Routing)			Account #		
Did you enclose any additional information?		Sales Representative (Please Print)		Sales Agent #	Contract #

Advanceme, Inc. Merchant Agreement

Merchant Agreement _____

This Merchant Agreement ("Agreement") dated ____/____/____ between Advanceme, Inc. ("Company") and the merchant or other business listed below ("Merchant"). (month) (day) (year)

MERCHANT INFORMATION

Business Legal Name: _____
D/B/A: _____ State of Incorporation/Organization: _____
Type of entity (check one): [] corporation [] limited liability company [] partnership
[] limited partnership [] limited liability partnership [] sole proprietorship
Physical address: _____ City: _____ State: _____ Zip: _____
Mailing address: _____ City: _____ State: _____ Zip: _____
Date business started (mm/yy): _____ Federal ID or SS#: _____
Contact name: _____ Position: _____
Phone: _____ Fax: _____ E-mail: _____ Web Site: _____
Bank name: _____ City: _____ State: _____

PURCHASE AND SALE OF FUTURE RECEIVABLES

In exchange for payment by Company to Merchant of the purchase price specified below ("Purchase Price"), Company hereby purchases from Merchant and Merchant hereby sells to Company all of Merchant's right, title and interest in and to the amount specified below ("Specified Amount") of Merchant's future receivables ("Future Receivables") arising from payments by Merchant's customers with cards ("Cards") of a type settled, directly or indirectly, by Processor (as defined below). Merchant will remit the Specified Amount of Future Receivables to Company by causing a processor acceptable to Company ("Processor") to pay Company each day an amount of cash equal to the percentage specified below ("Specified Percentage") of all Card receivables due to Merchant on the day in question ("Receivables"). Company will continue to receive the Specified Percentage of Receivables until Merchant has remitted to Company the entire Specified Amount of Future Receivables.

Purchase Price: = \$ _____ Specified Amount: = \$ _____ Specified Percentage: = _____%

Company will not increase the Specified Percentage without Merchant's prior written consent. Merchant (i) will enter into an agreement acceptable to Company with Processor to obtain processing services ("Processing Agreement") and (ii) hereby authorizes Processor and/or Operator (as defined below) to pay daily the cash attributable to the Specified Percentage of Receivables to Company rather than to Merchant and to debit the Account (as defined below) in such amounts until Company receives the cash attributable to the entire Specified Amount of Future Receivables.

MERCHANT CONTRACTUAL COVENANTS

Merchant agrees (i) to conduct its business consistent with past practice; (ii) to exclusively use Processor for the processing of all of its Card transactions, to not change its arrangements with Processor in any way that is adverse to Company and to not take any action that has the effect of causing the processor through which Cards are settled to be changed from Processor to another processor; (iii) to not take any action to discourage the use of Cards and to not permit any event to occur that could have an adverse effect on the use, acceptance or authorization of Cards for the purchase of Merchant's services and/or products; (iv) to not open a new account other than the Account to which Card settlement proceeds will be deposited and to not take any action to cause Future Receivables or Receivables to be settled or delivered to any account other than the Account; (v) not to sell, dispose, convey or otherwise transfer its business or assets without the express prior written consent of Company and the assumption of all of Merchant's obligations under this Agreement pursuant to documentation reasonably satisfactory to Company; and (vi) to maintain a Minimum Balance (as defined below) in the Account (collectively, the "Merchant Contractual Covenants").

The owners of Merchant (such owners, whether shareholders, partners, members or other owners are referred to herein as "Owners") hereby guarantee the performance of all of the covenants made by Merchant in this Agreement, including the Merchant Contractual Covenants.

MERCHANT

By: _____ (Print Name) _____ (Signature)

WITNESS
By: _____ (Print Name) _____ (Signature)

OWNER
By: _____ (Print Name) _____ (Signature)

By: _____ (Print Name) _____ (Signature)

WITNESS
By: _____ (Print Name) _____ (Signature)

Advanceme, Inc: _____ (Advanceme, Inc. Officer) Sales Rep. Name: _____ ID #: _____

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant and that the information provided herein and in all of Company's forms is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and Company and Company shall be entitled to all remedies available under law. Company may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant via Processor and/or Operator. Merchant hereby agrees to a \$___ administrative fee per month for the production of the monthly statement and further agrees that Company and its designees may debit such administrative fee from Merchant's bank account each month via the automated clearing house ("ACH") system. An investigative or consumer report may be made in connection with the Agreement. Merchant and each of the above-signed Owners authorizes Company, its agents and representatives and any credit reporting agency engaged by Company, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit reports at any time now or for so long as Merchant and/or Owner(s) continue to have any obligation owed to Company as a consequence of this Agreement or for Company's ability to determine Merchant's eligibility to enter into any future agreement with Company.

ADDITIONAL TERMS OF AGREEMENT

Capitalized terms used but not defined in these Additional Terms of the Agreement shall have the meanings assigned to such terms above.

I. PROCESSING TERMS AND ARRANGEMENTS.

Section 1.1. Processing Agreement.

Merchant understands and agrees that the Processing Agreement and the authorizations to debit set forth above irrevocably authorize Processor and Operator to pay the cash attributable to the Specified Percentage of Receivables to Company rather than to Merchant until Company receives the cash attributable to the entire Specified Amount of Future Receivables from Processor and/or Operator. These authorizations may be revoked only with the prior written consent of Company. Merchant agrees that Processor and Operator may rely upon the instructions of Company, without any independent verification, in making the cash payments described above. Merchant waives any claim for damages it may have against Processor or Operator in connection with actions taken based on instructions from Company, unless such damages were due to such Processor's or Operator's failure to follow Company's instructions. Merchant acknowledges and agrees that (a) Processor and Operator will be acting on behalf of Company with respect to the Specified Percentage of Receivables until the cash attributable to the entire Specified Amount of Future Receivables has been remitted by Processor and/or Operator to Company, (b) Processor and Operator may or may not be affiliates of Company, (c) Company does not have any power or authority to control Processor's or Operator's actions with respect to the processing of Card transactions or remittance of cash to Company, and (d) Company is not responsible for, and Merchant agrees to hold Company harmless for, the actions of Processor and Operator. For purposes of this Agreement, the term "Operator" shall mean any party Company designates to debit any amounts from Merchant's or Owners' accounts as authorized or permitted by this Agreement.

Section 1.2. Instructions to Processor.

Merchant will irrevocably instruct Processor to hold the Specified Percentage of Receivables on behalf of Company and to remit directly to Company the cash attributable thereto at the same time it remits to Merchant the cash attributable to the balance of the Receivables. Merchant acknowledges and agrees that Processor shall provide Company with Merchant's Card transaction history.

Section 1.3. Indemnification. Merchant indemnifies and holds each of Processor and Operator, their respective officers, directors, affiliates, employees, agents and representatives harmless from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred by Processor or Operator resulting from actions taken by Processor or Operator in reliance upon information or instructions provided to

Processor or Operator by Company.

Section 1.4. Limitation of Liability. In no event will Processor, Operator or Company be liable for any claims asserted by Merchant under any theory of law, including any tort or contract theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby expressly waived by Merchant.

Section 1.5. Processor Commissions.

Merchant understands and agrees that Processor will charge a fee or commission for processing receipts of Receivables (the "Processor's Fee") as set forth in the Processing Agreement and that the Processor's Fee will be deducted from the portion of the Receivables payable to Merchant and not from the cash attributable to the Specified Percentage of Receivables payable to Company.

Section 1.6. No Modifications. Merchant will comply with the Processing Agreement and will not modify the Processing Agreement in any manner that could have an adverse effect upon Company's interests, without Company's prior written consent.

Section 1.7. Account. Merchant represents and warrants that Merchant's sole bank account ("Account") into which all settlement proceeds of Receivables will be deposited is that account identified by account name, account number and bank name and address that is shown on the face of the voided check that Merchant shall provide to Company along with this Agreement, the delivery of which voided check is a condition precedent to Company's obligations under this Agreement. If Processor transfers to the Account or any other account of Merchant or Owner(s) any funds that should have been transferred to Company pursuant to Sections 1.1 and 1.2 hereof, or if Merchant otherwise has monies deposited in its or Owner(s)'s account(s) that otherwise should have been transferred to Company pursuant to Sections 1.1 and 1.2 hereof, Merchant shall immediately segregate and hold all such funds in express trust for Company's sole and exclusive benefit. In any such circumstance, Merchant shall maintain in the Account a minimum balance equal to Company's undivided interest in such funds or the Specified Percentage multiplied by the Merchant's average daily Card volume based on the processing records provided to Company prior to the execution of this Agreement (assuming twenty-one days of processing per month) multiplied by three (3), whichever is greater ("Minimum Balance"), until such funds are paid to Company. Merchant and each Owner authorizes Company, Processor and Operator to debit such funds directly from all such accounts, including the Account, and agrees to not revoke or cancel such authorizations until such time as Company has received the entire

Specified Amount of Future Receivables. Merchant acknowledges and agrees that Company, Processor and Operator may issue a pre-notification to Merchant's and/or Owner(s)'s bank(s) with respect to such debit transactions. Within twenty-four (24) hours of any request by Company, Merchant shall provide, or cause Processor or Operator to provide, Company with records and other information regarding Merchant's Card sales, the Account and any other accounts of Merchant or Owner(s).

Section 1.8. Processing Trial. After this Agreement has been signed by both Merchant and Company but prior to Company's determination as to whether to pay the Purchase Price, Merchant agrees to permit Company to instruct Processor and/or Operator to conduct a short processing trial (the "Processing Trial") to ensure that Merchant's Card transactions are being correctly processed through Processor and that the cash attributable to the Specified Percentage of Receivables will be appropriately remitted to Company. Company agrees to make a determination as to whether to purchase the Specified Amount of Future Receivables promptly after the commencement of the Processing Trial. If Company elects to purchase the Specified Amount of Future Receivables, then all of the cash received by Company in connection with the Processing Trial prior to the payment of the Purchase Price shall be applied to reduce the Specified Amount. Nothing herein shall create an obligation on behalf of Company to purchase any Future Receivables, and Company expressly reserves the right to not purchase the Specified Amount of Future Receivables and not pay the Purchase Price to Merchant. If Company decides to not purchase the Specified Amount of Future Receivables and not pay the Purchase Price, this Agreement shall have no further effect and Company shall, promptly after receipt from Processor or Operator, return to Merchant any cash received by Company in connection with the Processing Trial.

Section 1.9. Excess Cash. In the event that the amount of cash remitted to Company pursuant to this Agreement exceeds the Specified Amount (such excess being the "Excess Cash") by at least \$20.00, Company agrees to pay such Excess Cash to Merchant within thirty (30) days after receipt thereof by Company. In the event the Excess Cash is less than \$20.00, Company agrees to pay such Excess Cash to Merchant within thirty (30) days after its receipt of a written request from Merchant, provided such request is made within six months of Company's receipt of such Excess Cash. Merchant acknowledges and agrees that Company has no obligation to take any action (including against Processor or Operator) with respect to any cash being held by Processor or Operator, which will become

Excess Cash once it is paid by Processor or Operator to Company, prior to the receipt of such Excess Cash by Company.

Section 1.10. Reliance on Terms. The provisions of this Agreement are agreed to for the benefit of Merchant, Owner(s), Company, Processor and Operator and, notwithstanding the fact that Processor and Operator are not parties to this Agreement, they may rely upon the terms of this Agreement and raise them as defenses in any action.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Merchant and Owner(s) represent, warrant and covenant the following as of the date hereof and during the term of this Agreement:

Section 2.1. Merchant Contractual Covenants. Merchant shall comply with each of the Merchant Contractual Covenants as set forth herein.

Section 2.2. Business Information. All information (financial and other) provided by or on behalf of Merchant to Company in connection with the execution of or pursuant to this Agreement is true, accurate and complete in all respects. Merchant shall furnish Company, Processor and Operator such information as Company may request from time to time.

Section 2.3. Reliance on Information. Merchant acknowledges and agrees that all information (financial and other) provided by or on behalf of Merchant has been relied upon by Company in connection with its decision to purchase the Specified Amount of Future Receivables.

Section 2.4. Compliance. Merchant is in compliance with any and all applicable federal, state and local laws and regulations and rules and regulations of card associations and payment networks. Merchant possesses and is in compliance with all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.

Section 2.5. Authorization. Merchant and the person(s) signing this Agreement on behalf of Merchant have full power and authority to enter into and perform the obligations under this Agreement and the Processing Agreement, all of which have been duly authorized by all necessary and proper actions.

Section 2.6. Insurance. Merchant shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance upon the request of Company.

Section 2.7. Change Name or Location. Merchant does not and shall not conduct Merchant's business under any name other than as disclosed to Company and Processor and shall not change its place of business.

Section 2.8. Merchant Not Indebted to Company. Merchant is not a debtor of Company as of the date of this Agreement.

Section 2.9. Exclusive Use of Processor. Merchant understands and agrees that the services of Processor are the exclusive means by which Merchant can and shall process its

Card transactions.

Section 2.10. Working Capital Funding. Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves Future Receivables, whether in the form of a purchase of, a loan against, or the sale or purchase of credits against, Future Receivables or future Card sales with any party other than Company.

Section 2.11. Unencumbered Future Receivables. Merchant has good, complete and marketable title to all Future Receivables, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of, Company.

Section 2.12. Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.

III. ADDITIONAL TERMS.

Section 3.1. Sale of Future Receivables. Merchant and Company agree that the Purchase Price paid by Company in exchange for the Specified Amount of Future Receivables is a purchase of the Specified Amount of Future Receivables and is not intended to be, nor shall it be construed as, a loan or financial accommodation from Company to Merchant.

Section 3.2. No Right to Repurchase. Merchant acknowledges and agrees that it has no right to repurchase the Specified Amount of Future Receivables from Company and Company may not force Merchant to repurchase the Specified Amount of Future Receivables.

Section 3.3. Remedies. In the event that any of the representations or warranties contained in this Agreement is not true, accurate and complete, or in the event of a breach of any of the covenants contained in this Agreement, including the Merchant Contractual Covenants, Company shall be entitled to all remedies available under law, including the right to non-judicial foreclosure. In the event that Merchant breaches any of the Merchant Contractual Covenants specified in clauses (ii) or (iv) on the first page of this Agreement, Merchant agrees that Company shall be entitled to, but not limited to, damages equal to the amount by which the cash attributable to the Specified Amount of Future Receivables exceeds the amount of cash received from Receivables that have previously been delivered by Merchant to Company pursuant to this Agreement. Merchant hereby agrees that Company and Operator may automatically debit such damages from Merchant's bank accounts via the ACH system or wire transfers. The obligations of Owners, including the guarantee on the first page of this Agreement are primary and unconditional and each Owner waives any rights to require

Company to first proceed against Merchant.

Section 3.4. Financing Statements. To secure performance of the Merchant Contractual Covenants and all of the other obligations of Merchant to Company under this Agreement or any other agreement between Merchant and Company, Merchant grants to Company a continuing priority security interest, subject only to the security interest of Processor, if any, in the following property of Merchant wherever found: (a) All personal property of Merchant, including, all accounts, chattel paper, documents, equipment, general intangibles, instruments, inventory (as those terms are defined in Article 9 of the Uniform Commercial Code ("UCC") in effect from time-to-time in the State of New York), and liquor licenses, wherever located, now or hereafter owned or acquired by Merchant; (b) all trademarks, trade names, service marks, logos and other sources of business identifiers, and all registrations, recordings and applications with the U.S. Patent and Trademark Office ("USPTO") and all renewals, reissues and extensions thereof (collectively "IP") whether now owned or hereafter acquired, together with any written agreement granting any right to use any IP; and (c) all proceeds with respect to the items described in (a) and (b) above, as the term "proceeds" is defined in Article 9 of the UCC. Merchant understands and agrees that Company may file one or more (i) UCC-1 financing statements at anytime to perfect the interest created under the UCC upon the sale, and (ii) assignments with USPTO to perfect the security interest in IP described above. The UCC-1 financing statements may state that the sale of the Specified Amount of Future Receivables is intended to be a sale and not an assignment for security.

Section 3.5. Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, authorizes Company to disclose to any third party information concerning Merchant's and each Owner's credit standing (including credit bureau reports that Company obtains) and business conduct. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against Company or any of its affiliates relating to any (i) investigation undertaken by or on behalf of Company as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

Section 3.6. Solicitations. Merchant and each Owner authorizes Company and its affiliates to communicate with, solicit and/or market to Merchant and each Owner via regular mail, telephone, email and facsimile in connection with the provision of goods or services by Company, its affiliates or any third party that Company shares, transfers, exchanges, discloses or provides information with or to pursuant to Section 3.5 and will hold Company, its affiliates and such third parties harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited

Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other state or federal laws relating to transmissions or solicitations by any of the methods described above.

Section 3.7. Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by Company, including this Agreement and any other Company documentation (collectively, "Confidential Information") are proprietary and confidential information of Company. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 3.7).

Section 3.8. Publicity. Merchant and each Owner authorizes Company to use its, his or her name in a listing of clients and in advertising and marketing materials.

IV. MISCELLANEOUS.

Section 4.1. Modifications; Amendments; Construction. No modification, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties affected. The headings of the sections and subsections herein are inserted for convenience only and under no circumstances shall they affect in any way the meaning or interpretation of this Agreement. For purposes of this Agreement, "including" shall mean "including, without limitation".

Section 4.2. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by mail, overnight delivery or hand delivery to the respective parties to this Agreement. Notices to Company shall be sent to the following address:

Advanceme, Inc.
c/o General Counsel
2 Overhill Road, Suite 410
Scarsdale, NY10583-5323

Section 4.3. Waiver; Remedies. No failure on the part of Company to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

Section 4.4. D/B/A's. Merchant hereby acknowledges and agrees that Company may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between Company and Merchant, including the filing of UCC-1 financing statements and other notices or filings.

Section 4.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Merchant, Owner(s), Company and their respective successors and assigns, except that Merchant and Owner(s) shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Company reserves the right to assign this Agreement or its rights or obligations hereunder with or without prior notice to Merchant.

Section 4.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to principles of conflicts of law. Merchant hereby submits to the jurisdiction of any New York state or federal court sitting in the Borough of Manhattan of the City of New York or any Georgia state or federal court sitting in Cobb County. Merchant hereby waives any claim that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions of which this Agreement is a part may not be enforced in or by any of the above-named courts.

Section 4.7. Costs. Company shall be entitled to receive from Merchant and/or Owner, and Merchant and/or Owner shall pay, all reasonable costs associated with a breach by Merchant of any of the Merchant Contractual Covenants or other obligations or any of the representations and warranties of Merchant and the enforcement thereof, including court costs and attorney's fees.

Section 4.8. Term and Survival. This Agreement shall continue in full force and effect until all obligations hereunder have been satisfied in full; provided, however, that Sections 1.3, 1.4, 3.3, 3.6, 3.7, 3.8, 4.7, 4.12 and 4.13 shall survive indefinitely.

Section 4.9. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 4.10. Counterparts and Facsimile Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile signatures shall be deemed to be original signatures and each party hereto may rely on a facsimile signature as an original for purposes of enforcing this Agreement.

Section 4.11. Entire Agreement. This Agreement contains the entire agreement and understanding between Merchant, Owners and Company and supersedes all prior agreements and understandings, whether oral or in writing, relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein. Merchant and Owners each acknowledge and agree that he, she or it

is not relying on any representations not specifically embodied in this Agreement.

Section 4.12. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

Section 4.13. Class Action Waiver. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.



Merchant Processing Agreement

ISC Office Number:	ISC / Representative Name:	Representative Number:
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Business Information

Merchant Profile

Doing Business As (DBA) Name:		Telephone Number: ()	Date Business Started:	Length of Current Ownership:	Number of Locations:
Federal Tax ID Number (9 digits):		FAX Number: ()	Type of Business:		Type of Products/Services Sold:
Location / Site Address:			Have You Filed for Bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No		Has Bankruptcy Been Discharged: <input type="checkbox"/> Yes <input type="checkbox"/> No
City:	State:	Zip Code:	Are You Currently Accepting Transactions: <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, Current Processor's Name: <small>(Please submit 3 recent processing statements)</small>
Legal Business Name:		Telephone Number: ()	Do You Operate a Second Business: <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, What Are The Months of Operation ¹ :
Mailing / Business Address (if different from Location / Site Address):		FAX Number: ()	Card Present Swiped _____ %		Average Business-to-Business: _____ %
City:	State:	Zip Code:	Card Present Keyed/Imprint _____ %		Average Monthly Volume (\$) / High Monthly Volume (\$): /
Email Address:		Web Site Address:	Card Not Present (mail/phone) _____ %		Average Ticket (\$) / High Ticket (\$): /
			Internet _____ %		
			Total 100 %		

Ownership Information

Ownership Type:
 Sole Proprietorship
 Partnership
 C-Corporation
 S-Corporation
 Limited Liability Corporation
 Not for Profit
Other _____

Owner/Partner/Officer Name 1:		Time in Business:	Owner/Partner/Officer Name 2:		Time in Business:
Equity Ownership: %	State Driver's License Number:	Social Security Number (9 digits): - -	Equity Ownership: %	State Driver's License Number:	Social Security Number (9 digits): - -
Home Street Address:		Telephone Number: ()	Home Street Address:		Telephone Number: ()
City:	State:	Zip Code:	City:	State:	Zip Code:

Authorization to ACH

Merchant References

Bank Name:	Telephone Number: ()	Trading Reference Number 1:	Telephone Number: ()
Transit (ABA Routing) Number:	DDA Account Number:	Trading Reference Number 2:	Telephone Number: ()

Schedule of Charges

Retail Discount Rate:	Mail/Telephone/Internet Discount Rate:	Transaction Fee (\$)	Optional Service Fees:	Footnotes:
Visa ² _____	_____	_____	<input type="checkbox"/> National Debit Transaction Fee ⁵ : _____	<p>1. Seasonal Merchants may pay additional fees for setup and deactivation.</p> <p>2. Retail Visa[®]/MasterCard[®]/Discover Network[®] credit card transactions that are swiped, electronically authorized, and closed in a daily batch will receive the discount rates and transaction fees shown. A surcharge of up to 1.79% and \$0.10 may apply to: 1) manually keyed retail Visa/MasterCard/Discover Network credit card transactions; 2) manually keyed retail Visa/MasterCard/Discover Network credit card transactions that are not closed in a daily batch within 24 hours of the card's authorization; 3) manually keyed and mail/telephone/Internet transactions that do not receive an "exact match" from the Address Verification Service (AVS) prompt; and 4) business and foreign card and non-PIN-based transactions.</p> <p>3. A bundled rate is the combination of the discount rate and the transaction fee. A bundled rate is based on the merchant's average ticket and monthly processing volume, as projected at the time of filing the Merchant Agreement. Deviation in the average ticket and monthly processing volume of 10 percent or more measured over a calendar month when compared with the preceding calendar month may result in an increase in charges.</p> <p>4. Two basis-points of Visa/MasterCard volume up to a maximum monthly charge of \$35.</p> <p>5. Any additional fees charged by the Debit Networks will be passed through to the Merchant.</p> <p>6. A one-time activation fee will be added if the merchant requires wireless data capture services.</p> <p>7. A set-up fee will be added for some types of POS software. Users of some systems may incur an additional transaction fee.</p>
MasterCard ² _____	_____	_____	<input type="checkbox"/> National Debit Monthly Access: _____	
Discover Network ² _____	_____	_____	<input type="checkbox"/> Electronic Benefits Transfer transaction: _____	
<input type="checkbox"/> Retail Bundled Rate ³ (Visa and MasterCard Discount Rate and Transaction Fee Combined)	_____	_____	<input type="checkbox"/> Online Access Monthly Maintenance: _____	
Processing Fees:			<input type="checkbox"/> Fast Funding sm Monthly Service: _____	
Monthly Maintenance Fee:		\$12.00	<input type="checkbox"/> Internet Gateway Monthly Access: _____	
Monthly Visa/MasterCard/Discover Network Minimum Fee:		\$25.00	<input type="checkbox"/> Wireless Transaction: _____	
Voice Authorization Fee per Item:		\$.95	<input type="checkbox"/> Wireless Network [®] Monthly Access: _____	
Batch Fee per Occurrence:		\$.25	<input type="checkbox"/> WEX (Wright Express) ⁷ Standard Transaction: _____	
AVS Fee per Item:		\$.05		
PCI Regulatory Compliance:		\$ 3.63		
Fraud Protection Charge ⁴ :		.02%		
Annual Renewal Fee:		\$79.00		

Visa / MasterCard / Discover Network Acceptance

Choose one of the following for your card acceptance at the Rate/Fee specified on this Merchant Processing Agreement:

- Accept all Visa, MasterCard and Discover Network payment cards.
- Accept only credit cards.
- Accept only signature debit cards
(VISA Check Cards, Discover Network Debit and MasterCard Money cards)

American Express Acceptance

Choose Only One: <input type="checkbox"/> New <input type="checkbox"/> Existing	Existing American Express Merchant Number:	
Choose Only One: <input type="checkbox"/> Discount Rate: % <input type="checkbox"/> Monthly Flat Fee \$5.00	Transaction Fee: 25 ¢ Paper: %	Choose Only One: <input type="checkbox"/> Monthly Gross Pay (+0.03% if \$100,000 or more) <input type="checkbox"/> Daily Gross Pay
	Home Based: <input type="checkbox"/> Yes <input type="checkbox"/> No	Pay Frequency (in days): <input type="checkbox"/> 3 <input type="checkbox"/> 15 <input type="checkbox"/> 30
Expected Monthly Card Sales (\$):	Estimated Average Ticket (\$):	
Franchise Name:	Franchise CAP #:	

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

Integrity Check Services Acceptance

Choose As Many As Apply:

- Check Conversion Check Guarantee Check Verification

Discount Rate:	Transaction Fee:	Monthly Service Fee:
Monthly Minimum Fee \$:	Average Check Amount \$:	Largest Check Amount Accepted \$:
Average Monthly Volume \$:	By signing the Merchant Acceptance section, I represent that the information I have provided on the Integrity Payment Systems Merchant Processing Agreement is complete and accurate. I hereby request for Check Guarantee, Check Conversion, or Check Guarantee with Check Conversion from Integrity Check Services and its provider to be added to my Merchant Agreement. I understand that the Terms and Conditions for Integrity Check Services (Terms and Conditions) will be sent to the business indicated on the opposite page upon approval by Integrity Check Services and its provider for this business entity to accept the checks for guarantee and/or conversion. By accepting checks for guarantee and/or conversion for the purchase of goods and/or services, I agree to be bound by the Terms and Conditions.	

Personal Guaranty

The undersigned guarantees to Integrity Payment Systems, LLC (IPS) the performance of this Agreement and any addendum thereto by Merchant, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. IPS shall not require to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination.

Print Name:	Date:
Signature: X	
I have personally witnessed the signature above. Print Name:	Date:
Witness Signature: X	

Corporate Certification

I certify that I am the duly elected and qualified _____ (title) of the corporation whose full legal name appears on this Merchant Processing Agreement. I certify that the following is a true and complete copy of a resolution adopted on _____ (date) by the Board of Directors, such resolution being in accordance with the corporation's articles and bylaws and still in force and effect. Resolved, that the following person(s) are hereby authorized on behalf of the corporation to contract with Integrity Payment Systems, LLC (IPS) and to act on behalf of the corporation in all matters related to the Merchant Processing Agreement and any addendum thereto. Resolved further, that IPS may rely upon the authorization granted in this resolution until either or both receive actual notice of any change. I further certify that the following are the name(s), genuine signature(s), and title(s) of the person(s) authorized by the above resolution.

Signature (additional authorized corporate officer): X	Title:
Signature (I hereby certify that I am an authorized officer of the corporation): X	Title:

Merchant Acceptance

The undersigned represents and warrants to Integrity Payment Systems, LLC (IPS) that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the agreement between IPS and MERCHANT. Also, the undersigned authorizes IPS or its representative to investigate the credit of each person listed on the agreement and represents that the undersigned has the authority to provide information and execute this Agreement with IPS. The Agreement shall become effective upon the acceptance of the Agreement by IPS through an acknowledgment upon this Agreement at its offices following underwriting, approval, and the assignment to MERCHANT of a merchant processing identification number. **As per Section 6 of the Terms and Conditions, by signing the agreement you hereby authorize IPS (and its vendors and agents), using the ACH system, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this agreement. This authorization is to remain in effect until IPS has received written notice from you of its termination, in such time and in such manner as to afford IPS a reasonable time to act. Notwithstanding the foregoing, this authorization shall remain in effect until such time as all of your obligations to IPS have been paid in full.**

I confirm I have read the above and received a copy of the Terms & Conditions.

Print Name:	Title:
Signature: X	Date:
Print Name:	Title:
Signature: X	Date:

ISC Verification

I certify the information in this agreement is true and correct to the best of my knowledge and is as represented by the Merchant:

Signature: X	Date:
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For Integrity Payment Systems Use Only

I accept this Merchant Processing Agreement on behalf of Integrity Payment Systems, LLC

Signature: X	Title:
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