



FAX COVER SHEET

Date: 6/15/2013

No. of Pages: 15 incl. cover



YES, I would like to be an agent for CheckFreePay. Please process my attached required documents.

Fax To: Boss Revolution

Name: Processing Group

Fax #: (973) 438-1144

Name: _____

Phone: _____

Fax: _____

Distributor Name: JPCARDS
Distributor Email: JP@CARDS.COM
Sales Person Name: Sam Doe
Sales Person Email: sam@cards.com

Retailer Name: Moe's Deli
Retailer Account #: 5898742651
Retailer Phone Number: 845-698-7800
Retailer Email Address: moe@gmail.com

I (Agent) am returning the following: (Check items completed and returned)

1. CheckFreePay Authorization for Credit Information (2 pages)
2. Business Registration documents (see top of page 2 of Credit Info form)
3. Preprinted Voided Check or Bank Letter stating Account Name, ABA Number and Account Number. Account title should be "Your Company" FBO CheckFreePay Corporation.
4. Copy of Driver's License of Signer(s) (enlarged and lightened as much as possible)
5. Signature Pages for Master Agent Appointment Agreement for Payment Services (pages 1,4 & 6) and Exhibit B – Terms and Conditions for CheckFreePay Link (API)-Bill Payment (page 5)
6. Commission Schedule (Attachment B-1) (Page 6)
7. W-9 (signature required in middle of page)
8. Utility bill for each location
9. Exhibit A
10. Business License if sole proprietor or partnership.
11. _____ FinCen Registration (form 107) and State License/Permit (**Only for Check Cashing Agents**)



EXHIBIT A

Corporate Name: **Moe & Sons Deli**

Location Name: **Moe's Deli**

Physical Address: **15 Kingston Avenue**

City, State, Zip: **Monsey, NY 10953**

County/Parish: **Rockland**

Mailing Address: **Same as above**

City, State, Zip:

Location Phone: **845-653-1200** Location Fax: **845-6531201**

Federal Tax Id #: **958742635**

Contact Name & Title: **John Doe (Owner)** Cell Phone#: **845-632-1000**

Primary Owner Cell#: **845-632-1000** E-mail: **johndoe@gmail.com**

Internet Connection: (Select One) Cable Dial-up DSL

Operating system : (Select One) Windows XP Windows Vista Windows 7

Hours of Collection: M-F **9:00 - 5:00** Sat **Closed** Sun **11:00 - 3:00**

Driver's License Information:	State Issued	D. L. Number
Owner 1 Name John Doe		T40525698768724
Owner 2 Name		
Owner 3 Name		
Owner 4 Name		

Name of Bank: **Chase**

Account #: **51489524** Routing #: **021000037**

(OR) Same as Term ID #:

Market Manager Notes:

APPOINTMENT AGREEMENT FOR PAYMENT SERVICES

This Appointment Agreement for Payment Services (“**Appointment Agreement**”), dated as of **June 15**, 20**13** (“**Effective Date**”) is made by and among **CheckFreePay Corporation**, a Connecticut corporation (“**CFP**”), **CheckFreePay Corporation of New York**, a New York corporation, (“**CFPNY**”), **CheckFreePay Corporation of California**, a California corporation (“**CFPCA**”) and **Moe & Sons Deli** (“**Agent**”). Each of CFP, CFPNY, CFPCA and Agent is referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, each of the Licensees is engaged in the business of money transmission, and is licensed or otherwise authorized to provide the Payment Services (defined below) in various jurisdictions;

WHEREAS, Agent, is engaged in the business of (i) marketing and distributing financial products and services on behalf of certain third parties, including, without limitation, state-licensed money transmitters, (ii) processing financial transactions, and/or (iii) performing other services for companies offering financial products and services, including stored value products and services;

WHEREAS, Licensees desire to appoint Agent, as their representative and designated agent, solely to the extent required by Applicable Law, with the authority to provide the Payment Services, as defined herein, as appropriate, from time to time.

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth below, the Parties agree as follows:

1. Appointment.

A. Each of CFP, CFPNY, and CFPCA (each, a “**Licensee**,” and, collectively, the “**Licensees**”) hereby appoint Agent as its representative and designated agent, with the authority to provide the Payment Services, pursuant to the terms and conditions set forth herein, and on any applicable schedules and exhibits hereto, and to engage in money transmission on its behalf, as applicable, through the internet, telephone, retail locations or as otherwise designated by the Licensees, in each case as approved by the Licensees, from time to time, for the sole purpose of performing Agent’s obligations under Schedule B – “Terms and Conditions for CheckFreePay Link (API) – Bill Payment Services”, attached hereto. “**Payment Services**” shall solely consist of domestic walk-in bill payment services, whereby bill payment customers can enter participating Agent retail locations (“**Agent Locations**”) and make payments on certain consumer accounts held by billers providing goods and services to such bill payment customer, which payments are then processed and remitted to the biller on behalf of the bill payment customer. Agent may not delegate its appointment hereunder without the prior written consent of each Licensee and any regulatory authority whose consent is required by Applicable Law.

B. Agent hereby expressly acknowledges and agrees that it is under an express duty to act only as authorized by Licensees pursuant to this Agreement. Any unauthorized provision of Payment Services by Agent shall constitute a material breach of this Appointment Agreement, and in such event, (i) each Licensee shall be completely released from any liability or obligation to Agent relating to the unauthorized Payment Services, and (ii) each Licensee shall have the right to terminate the Agent’s rights under this Appointment Agreement at any time and Agent may be subject to disciplinary action.

2. Payment Services.

A. Generally. Agent acknowledges that, as between the Licensees and Agent, and subject to the fulfillment of any notice or approval obligations owed to consumers, each Licensee shall have the right, in its sole discretion, from time to time, to establish, change, alter, or amend the terms and conditions, warranties, methods of payment and any other matters relating to the provision of the Payment Services, including discontinuance of the Payment Services at any time upon notice to Agent and/or the relevant consumers, as applicable. Upon receipt of notice of cancellation of the Payment Services, Agent shall immediately (x) cease, and cause each of its retail locations to cease, offering such cancelled service, (y) remove, and cause each of its retail locations to remove, from any physical location, telephone system or internet site of Agent, as applicable, any signage or other promotional material related to such cancelled service. Agent agrees to be solely responsible for the correctness and legitimacy of all Payment Services conducted by it and for all data entered by Agent’s employees, agents or representatives in connection therewith. Agent shall not intentionally or negligently falsify sales records or engage in deceptive, unethical, misleading or fraudulent conduct that is, or could reasonably be expected to be, detrimental to any Licensee or their products or services. All Payment Services conducted by Agent shall be in accordance with the Licensees’ instructions and written procedures as provided to Agent from time-to-time. Without limiting the foregoing, upon reasonable advance written notice to Agent that any Licensee has determined, in its reasonable discretion, that Applicable Law requires a modification to the manner in which Agent provides the Payment Services, Agent shall utilize commercially reasonable efforts to modify its provision of the Payment Services to so comply with Applicable Law. In the event that any Licensee determines, in its sole reasonable discretion, that the modification implemented by Agent with respect to such Applicable Law is insufficient to comply, then such Licensee may immediately terminate this Appointment Agreement upon notice to Agent.

B. Emergency Suspension. Upon fax or other notice to Agent by Licensees, Agent agrees to immediately halt the provision of all Payment Services (“**Emergency Suspension**”). An event giving rise to an Emergency Suspension may include an immediate regulatory change, governmental action, a breach of security, the need to protect or preserve Consumer Funds (defined below), the financial insolvency of any Party, a suspension, stay, or hold on any of Agent’s deposit or bank accounts that contain Consumer Funds, the appointment of a receiver, trustee or fiduciary over any Party, or any other similar reason determined by any Licensee using its commercially reasonable judgment in order to prevent fraud, abuse, or a violation of Applicable Law and immediately upon Agent being subject to a bankruptcy filing until the Bankruptcy Authorization (defined below) is obtained or waived in writing by each Licensee.

C. Loss Recovery. Agent will be liable for all losses and hereby assumes all risk of loss for all Consumer Funds (defined below) received by Agent until such Consumer Funds are received by Licensees including, without limitation: (A) losses incurred as a result of theft or robbery, (B) ACH failures and losses (C) losses caused by the fraud, negligence, or theft by Agent's employees, agents or representatives in connection with the provision of the Payment Services; or (B) losses caused by Agent's acceptance of a form of payment in connection with the provision of the Payment Services which results in (1) insufficient funds or (2) funds obtained in a fraudulent manner being used by a consumer in connection with the Payment Services, including, without limitation, checks drawn against accounts with insufficient funds, invalid credit cards, stolen checks, stolen credit or prepaid cards, or counterfeit currency. Each Licensee will cooperate in a commercially reasonable way with Agent's personnel in an effort to locate and prosecute the perpetrator of such fraud.

3. Compliance.

A. Agent shall comply with Applicable Law in its provision of the Payment Services including, without limitation, those provisions set forth in Exhibit A attached hereto and incorporated herein. "Applicable Law" means (i) all applicable rules and regulations of any card association utilized in connection with the Payment Services, (ii) any applicable rule or requirement of the National Automated Clearinghouse Association, (iii) Payment Card Industry Data Security Standards, and (iv) any and all foreign, federal, state and local laws, treaties, rules, regulations, regulatory guidance, determinations of (or agreements with) an arbitrator or governmental agency or authority and mandatory written direction from (or agreements with) any arbitrator or governmental agency or authority, including, without limitation, the Bank Secrecy Act and its implementing regulations including, without limitation, 31 C.F.R. 1022.210, 31 C.F.R. 1022.320, 31 C.F.R. 1022.420, and any successor provisions, any and all sanctions or regulations enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, and statutes or regulations of any state relating to the Payment Services, money transmission, unclaimed property, the marketing, issuance, sale, authorization or usage of a prepaid access device (including, but not limited to, Title IV of the Credit Card Accountability Responsibility and Disclosure Act of 2009, Section 920 of the Electronic Fund Transfer Act, as amended, and the Prepaid Access Rule), or otherwise applicable to any of the Parties by law or made applicable to any Party as specifically provided for in this Agreement, as the same may be amended and in effect from time to time.

B. Each Licensee and Agent acknowledge and agree that its activities hereunder, and the activities of any authorized delegates or hereunder, are subject to the supervision, examination, and regulation of various state regulatory authorities having jurisdiction over the Licensees as licensed money transmitters.

C. Agent shall be responsible for collecting and paying all applicable taxes, including but not limited to sales or service taxes, income tax arising from Agent's Commission income, or any other taxes which may be imposed by any state or governmental authority with jurisdiction over Agent. Agent will keep any required records of such tax obligations and promptly transmit payments to the applicable taxing authority on a timely basis.

D. Agent shall cooperate in a background verification and credit check process pursuant to the Licensees' requirements and various state and federal regulations, including, without limitation, the Bank Secrecy Act, as amended. Agent shall provide Licensees with the required Credit Verification Application ("CVA") completed by every person who holds a ten percent (10%) or greater ownership interest in Agent. Agent must provide an updated CVA as necessary from time to time to ensure that all information contained in the CVA remains current and accurate at all times. Agent acknowledges and agrees that all information contained in the CVA provided by Agent may be verified on at least an annual basis. The appointment of Agent outlined herein is subject to the results of the verification process and may be revoked by Licensees at any time for any reason or no reason.

E. Agent shall not charge any fee to consumers for Payment Services except as expressly authorized by Licensees. Agent understands and agrees that charging any amount to consumers other than as expressly authorized by Licensees shall constitute a material breach of this Appointment Agreement and may result in immediate termination.

F. Agent agrees to designate a qualified employee as the BSA/AML Compliance Officer for Agent. Agent understands and agrees such designee must complete and pass Licensees' BSA/AML Agent Training Program prior to offering the Payment Services, and annually thereafter. Additionally, on an as needed basis, but in no case more than one time per year, Licensees may conduct a compliance assessment which assessment may include, without limitation, a review of Agent's state and federal compliance policies, procedures, internal controls, and transaction testing, conducting interviews with Agent's personnel, and evaluating Agent's BSA/AML compliance program, state licenses, employee compliance training, most recent AML/OFAC independent review, description of products and services including volume in dollars and transactions, number of CTRs and SARs filed and analyzed by report subject (agents and consumers), transaction review processes and report review, OFAC system demonstration, and forward looking business plans.

G. Licensees shall comply with Applicable Law in its provision of the Payment Services and will maintain any and all applicable licenses and registrations necessary to carry out the Payment Services pursuant to the terms of this Agreement.

H. Licensees shall provide to Agent, and Agent shall display at all times in a site clearly visible to the public, all regulatory postings which may include fee schedules, consumer information signs or licenses as required by the states in which Agent operates. Other signs, posters, window decals and other promotional materials ("**Signage**") may be posted at Agent discretion.

4. Warranties, Limitations of Liability.

A. NO PARTY, NOR THEIR RESPECTIVE SUBSIDIARIES, PARENTS OR AFFILIATES SHALL BE LIABLE TO ANY OTHER PARTY TO THIS APPOINTMENT AGREEMENT OR ITS SUBSIDIARIES, PARENTS OR AFFILIATES, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR

EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WRONGFUL DEATH OR INJURY OF ANY PERSON. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS CONTAINED IN THIS SECTION 4(A) SHALL NOT APPLY TO ANY CLAIM THAT IS SUBJECT TO INDEMNIFICATION BY AGENT PURSUANT TO SECTION 5(B), BELOW.

B. NO PARTY, NOR THEIR RESPECTIVE AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

C. Each Party shall have the duty to mitigate damages for which any other Party may become responsible.

5. Indemnification.

A. Each Licensee covenants and agrees to indemnify and hold Agent, its parent or affiliates, and their respective officers, directors, employees, agents and permitted assigns harmless against any and all liability, damages, costs, expenses, including reasonable legal fees and expenses, for any third-party claim or demand, including, without limitation, any fees or penalties assessed by any regulatory authority (“**Claim**”) arising out of or related to: (1) such Licensee’s breach of a representation or warranty under this Appointment Agreement; or (2) any gross negligence, fraud or willful misconduct by such Licensee. This provision shall not apply with respect to Agent to the extent Agent is obligated to provide indemnity under sub paragraph (B) below.

B. Agent covenants and agrees to indemnify and hold each Licensee, its respective parent or affiliates, and respective officers, directors, employees, agents and permitted assigns harmless against any and all Claims arising out of or related to: (1) Agent’s breach of a representation, warranty or obligation under this Agreement; (2) any negligence, fraud or willful misconduct by Agent or any of its employees, agents or representatives, including, without limitation, fraudulently or incorrectly entering or omitting data regarding the Payment Services or failing to collect or deposit the appropriate amount of funds to be remitted as part of any Payment Services conducted by Agent. This provision shall not apply with respect to any Licensee to the extent such Licensee is obligated to provide indemnity under sub paragraph (A) above.

C. If any Claim is asserted against any Party or Parties (individually or collectively, the “**Indemnified Party**”) by any person who is not a Party to this Agreement in respect of which the Indemnified Party may be entitled to indemnification under the provisions of subsections (A) or (B) above, written notice of such Claim shall promptly be given to any Party or Parties (individually or collectively, the “**Indemnifying Party**”) from whom indemnification may be sought. The Indemnifying Party shall have the right, by notifying the Indemnified Party within ten (10) business days of its receipt of the notice of the Claim, to assume the entire control (subject to the right of the Indemnified Party to participate at the Indemnified Party’s expense and with counsel of the Indemnified Party’s choice) of the defense, compromise or settlement of the matter, including, at the Indemnifying Party’s expense, employment of counsel of the Indemnifying Party’s choice. The Indemnifying Party shall not compromise or settle a Claim against the Indemnified Party without the Indemnified Party’s consent, which shall not be unreasonably withheld or delayed, where such compromise or settlement involves the payment of money or an admission of liability by the Indemnified Party.

6. Consumer Funds; Obligations During Bankruptcy. Agent shall hold in trust and remit all money and monetary value received in connection with the provision of the Payment Services in accordance with the terms of this Appointment Agreement, including Schedule B, and Applicable Law. The consumer funds received by Agent and any authorized delegates hereunder, in connection with the provision of the Payment Services (“**Consumer Funds**”) shall be and remain the sole property of the applicable consumers and/or their designated beneficiary during and after the time the Consumer Funds are presented to Agent by the consumer and will not be deemed the property or an asset of Agent, nor will such Consumer Funds be included on any balance sheet or asset statement of Agent. Furthermore, Agent represents and warrants that the Consumer Funds are not be subject to, and covenants that during the term of this Appointment Agreement will not be subject to, creditors (whether secured or unsecured) of Agent or its affiliates, whether in connection with any bankruptcy or secured creditor proceeding filed by or against Agent, its affiliates or otherwise. Agent shall take all action necessary or appropriate: (A) to ensure that the Consumer Funds do not become subject to any pledge, assignment, transfer or security interest made or granted, voluntarily or involuntarily, by Agent to any third party; and (B) to accomplish the immediate release to the Licensees of all Consumer Funds, current or future, and remove such Consumer Funds from inclusion in any bankruptcy proceeding involving Agent or proceeding brought against Agent by any creditor of Agent. Agent agrees that (X) in any cash management or other related motion filed in its bankruptcy proceeding, that Agent will include a request to obtain bankruptcy court authorization to continue the remittance of Consumer Funds to the Licensees in the manner provided under this Appointment Agreement and Schedule B, and (Y) Agent will obtain entry of an order approving such arrangements on an interim and/or final basis in form and substance acceptable to each Licensee (“**Bankruptcy Authorization**”). Notwithstanding anything to the contrary contained herein, Agent agrees that it shall be liable to the Licensees for all Consumer Funds associated with the Payment Services provided by Agent pursuant to this Appointment Agreement. Moreover, in the event that Agent is not a corporation, every person who holds a ten percent (10%) or greater ownership interest in Agent shall be personally liable to Licensees for all Consumer Funds associated with the Payment Services provided by Agent pursuant to this Appointment Agreement. Agent hereby authorizes each Licensee to initiate electronic funds transfers of Consumer Funds from the account in which such funds are maintained by Agent into an account designated by such Licensee at such frequency as the Licensees may determine appropriate, or as may otherwise be required by Applicable Law.

7. ACH Authorization. I (we) hereby authorize Licensees to initiate entries to my (our) bank accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Licensees are notified by me (us) in writing to cancel it in such time as to afford Licensees and the financial institution a reasonable opportunity to act on it.

CHASE
 (Name of Financial Institution)
570 BROAD STREET NEWARK, NJ 07102
 (Address of Financial Institution - Branch, City, State, & Zip)
 Financial Institution Routing Number: **021000037**
 Bank Account Number: **51489524**

Agent shall provide Licensees with a check marked "VOID" or a letter provided by the depository institution where the bank account is maintained, which includes the account title, bank routing number and account number.

8. **Compliance Audits.** Agent acknowledges and agrees that its activities hereunder are subject to the supervision, examination, and regulation of various state regulatory authorities having jurisdiction over Licensees, and each Licensee may periodically, and upon ten (10) business days prior written notice, conduct audits of Agent during Agent's normal business hours, including a review of its facilities, as well as examination, audit, inspection, copying of all data, records, files and books and records related to this Appointment Agreement or the Payment Services, to confirm Agent's compliance with Applicable Law and this Appointment Agreement. Agent shall use commercially reasonable efforts to deliver any document or instrument necessary for Licensees to obtain such information from any person maintaining records for Agent.

9. **Confidentiality.** Other than communications that may be required between Agent and the applicable CheckFreePay ISO (Independent Sales Organization) solely in connection with such ISO's obligations with respect to the Payment Services hereunder, Agent shall not disclose or make available to any third party, without the prior written consent of Licensees, any terms of this Agreement including commissions and other fees paid to Agent, consumer information, consumer account numbers, consumer bill entries, data, software or any part of such software, specifications, drawings, models, technical and business data and plans, documents, other works of authorship and other creative works, ideas, computer programming including but not limited to object code and source code, trade secrets, knowledge and know-how, whether in written or oral form ("**Confidential Information**"). Agent and its respective affiliates shall only use, maintain and disclose data (i) in accordance with Applicable Law and, (ii) only for purposes of performing its obligations related to the Payment Services or (iii) as maybe related to transactions that also affect other services provided by Agent. Agent shall not in any way remove, duplicate, extract or copy the data (or any portion thereof) once captured by the terminal. In addition, Agent shall not retain, in any form, Confidential Information obtained from the consumer for the purposes of providing Payment Services once captured by the terminal unless and only for the limited time designated by Licensees pursuant to any applicable schedules and exhibits hereto or as required by Applicable Law. Agent must take reasonable measures to ensure the secure disposal of Confidential Information so that the information cannot be read or reconstructed. Each party shall treat all such Confidential Information as confidential and store in a secure manner. Agent will not disclose the Confidential Information to any third party other than to an agent, contractor or employee of a party as required to perform a party's obligations hereunder (and except as may be required by Applicable Law, and then, only after prior written notice to the other party) and will not make use of any of such Confidential Information other than as contemplated in this Agreement in connection with the Payment Services. This provision shall survive for a period of three (3) years after termination or expiration of this Agreement; provided, however, that any Confidential Information that comprises "Trade Secrets" under applicable law shall be afforded such confidential treatment for so long as such Confidential Information continues to meet such definition of a Trade Secret (but in no event less than three (3) years), and any data shall be afforded such confidential treatment in perpetuity. Agent agrees that all documents containing any Confidential Information shall be shredded, or otherwise destroyed, and disposed of in compliance with Applicable Law in a manner consistent with retaining the confidentiality of the information in accordance with the terms herein.

10. **Trademark and Service Mark Use.** Agent shall use Licensees' name, logo, trademark and/or service mark, or that of any third party, ("Marks") only in the forms and format expressly approved by Licensees in writing, and Agent shall not alter, manipulate, or otherwise use said Marks in any display, in store, web site, and/or yellow page advertising except as otherwise expressly authorized by Licensees.

11. **Insurance.** Agent shall, at their own cost and expense, obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of at least A- (VII) or better, insurance to cover their obligations under this Appointment Agreement to protect itself and Licensees on a direct primary and non-contributory basis for loss or damage in connection with Agent's performance of the Payment Services. Agent shall maintain property insurance in an amount sufficient to cover the full replacement cost of any terminal(s), owned by Licensees, including improvements and betterments made to Agents premises to accommodate the terminals. Agent shall maintain sufficient commercial crime coverage including fidelity coverage and loss in and loss out in amounts sufficient to cover all Consumer Funds handled by Agent hereunder. Such coverage shall provide for the handling of funds belonging to third parties and coverage shall not be restricted by the definition of employee in relationship to any person handling funds under this Appointment Agreement including sole proprietors, partners, stockholders and any other person performing duties in connection with this Appointment Agreement. All such policies (except Worker's Compensation) shall name Licensees as an additional insured and as loss payee. Agent shall immediately notify Licensees if it receives notice of cancellation or non-renewal of any insurance required to be maintained hereunder. Upon execution of this Appointment Agreement, Agent shall provide Licensees with a certificate or certificates of insurance evidencing the following coverages and amounts with such insurers. Licensees shall have the right, but not the duty, to arrange any insurance required hereunder and to deduct any cost from fees otherwise owed Agent under this Agreement if Agent fails to furnish evidence of insurance.

12. **Term and Termination.** The term of this Appointment Agreement ("**Term**") shall commence upon the Effective Date and continue in full force and effect through and including October 16, 2015 ("**Initial Term**"), unless terminated sooner pursuant to the exercise of a Party's termination rights hereunder. This Appointment Agreement shall automatically renew and extend on the anniversary of the Initial Term expiration date for successive one (1) year terms thereafter (each a "**Renewal Term**") until the earlier of: (i) Licensee's notice to Agent in the event of Agent's Emergency Suspension lasting more than ten (10) business days or Agent's breach of this Appointment Agreement; (ii) the exercise of any other termination right hereunder by any Licensee; (iii) the exercise of either Licensee's or Agent's termination right hereunder upon expiration of the Initial Term or any subsequent Renewal Term upon not less than thirty (30) days' prior written notice to the other Party; or (iv) upon any

Licensee providing Agent thirty (30) day's prior written notice of termination for any reason. Upon Agent's receipt of any notice of termination, Agent shall conspicuously post a sign informing consumers of the termination of the Payment Services and providing them with Licensees' toll-free consumer service phone number. Upon termination of the Payment Services, Agent shall immediately (a) cease, and cause each of its retail locations to cease, offering such cancelled service, (b) remove, and cause each of its retail locations to remove, from any physical location, telephone system or internet site of Agent, as applicable, any signage or other promotional material related to such cancelled service.

13. Successors in Interest. In the event any Licensee is acquired by or merged into an affiliated entity, such affiliated entity shall assume the obligations of such Licensee hereunder and shall have the authority to maintain Agent's agency appointment according to the terms and conditions hereunder. The term "Licensee" as used hereunder shall apply to such affiliated entity in the same capacities and to the same extent as applied to any Licensee so acquired by such affiliated entity.

14. Relationship of the Parties. Each Party agrees that, except as otherwise provided herein, they are independent contractors to each other in performing their respective obligations hereunder. Nothing in this Appointment Agreement or in the working relationship being established and developed hereunder shall be deemed or is intended to be deemed, nor shall it cause, any of the Parties to be treated as partners, joint ventures, or otherwise as joint associates for profit. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior written consent of the other Parties.

15. Amendments. Agent acknowledges and agrees that any Licensee may, from time to time, amend this Appointment Agreement, including, without limitation, Exhibit B and Attachment B-1 attached hereto, as such Licensee shall deem necessary in its reasonable discretion to comply with Applicable Law, at which time such Licensee shall communicate to Agent the content of any such amendment. No later than five (5) business days following Agent's receipt of any such notification from any Licensee, Agent shall acknowledge its receipt of such notice and provide such Licensee with evidence of its consent to such amendment in the manner specified in the notice, following which this Appointment Agreement shall be amended in the manner specified in such amendment. Agent expressly acknowledges and agrees that failure by Agent to acknowledge receipt of such notice and provide evidence of its consent thereto shall be deemed consent by Agent with the same force and effect as if Agent had provided same in writing.

16. Notices. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by air courier, facsimile transmission, email, terminal notices, or by certified or registered mail, postage prepaid, to the address for either Party as set forth on this Agreement or the Agent's credit application associated with this Agreement, or to such other address as the addressee may have specified in notice duly given to the sender as provided herein.

17. Assignment. No Party may assign or otherwise transfer any of its rights or obligations under this Appointment Agreement without the prior written consent of each of the other Parties; provided, however, that any Licensee may assign its rights and obligations under this Appointment Agreement to any third party who: (a) is licensed as a money transmitter in each of the jurisdictions in which any Licensee is required to be licensed hereunder, (b) is registered as a money services business with the U.S. Department of Treasury's Financial Crimes Enforcement Network, if applicable, and (c) otherwise acknowledges receipt of such assignment and agrees to assume the rights and obligations herein.

18. Governing Law. This Appointment Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of law principles thereof.

19. Severability; Waiver. If any provision of this Appointment Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Appointment Agreement shall not be affected thereby and shall be binding upon the Parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Appointment Agreement. The failure by any Party to insist upon strict performance of any of the provisions contained in this Appointment Agreement shall in no way constitute a waiver of its rights as set forth in this Appointment Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by any other Party in the performance of or compliance with any of the terms and conditions set forth in this Appointment Agreement.

20. Survival. All provisions of this Appointment Agreement which by their nature extend beyond the expiration or termination of this Appointment Agreement, including, without limitation, Sections 4, 5, 12 and 13, shall survive the termination or expiration of this Appointment Agreement.

21. Entire Agreement. This Appointment Agreement and all schedules, exhibits, and attachments hereto shall state the entire agreement reached between the Parties with respect to the subject matter hereof and may not be amended or modified except by written instrument duly executed by the Parties hereto in accordance with Section 15 above. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. This Agreement shall bind and inure to the benefit of the Parties, their respective heirs, successors, representatives and proper assigns.

22. Counterparts. This Appointment Agreement may be executed and then delivered via facsimile transmission, via the sending of PDF or other copies thereof via email and in one or more counterparts, each of which shall be an original but all of which taken together shall constitute one and the same Appointment Agreement.

IN WITNESS HEREOF, the Parties have executed this Appointment Agreement as of the Effective Date.

CHECKFREEPAY CORPORATION for itself and its subsidiaries
CHECKFREEPAY CORPORATION OF NEW YORK and
CHECKFREEPAY CORPORATION OF CALIFORNIA

BY AGENT: **Moe & Sons Deli** | _____

Signature: _____

Signature:  _____

Printed Name: Paul D. Harrison

Printed Name: **JOHN DOE**

Title: SVP & General Manager

Title: **OWNER**

Date: _____

Date: **6/15/2013**

Agent hereby designates the below employee as the BSA/AML Compliance Officer for Agent. Agent represents and warrants that the designated employee is qualified to hold the position by virtue of his/her knowledge of the Bank Secrecy Act and the regulations promulgated thereunder, including, without limitation, 31 C.F.R. 1022.210, 31 C.F.R. 1022.320, 31 C.F.R. 1022.420 and/or his/her experience with money services businesses operations and transactions. Agent understands and agrees such designee must complete and pass CheckFreePay's BSA/AML Agent Training Program prior to acceptance of CheckFreePay transactions hereunder, and again each year that Agent remains a CheckFreePay Agent thereafter. Upon any change to the designee or their contact information outlined below, Agent shall promptly contact CheckFreePay's Compliance Hotline at (800) 308-7668 ext. 4652 and provide the updated contact information for forwarding to the BSA/AML Compliance Manager.

Designation of BSA/AML Compliance Officer for Agent:

Designee Name: **JOHN DOE**

Official Position with Agent: **OWNER**

Email Address: **johndoe@gmail.com**

Office Phone: **845-632-1200**

Alternate Phone: **845-362-1203**

Exhibit B
Terms and Conditions for CheckFreePay Link (API) – Bill Payment Services

I. Definitions.

1. “ACH Transfer” means an automated clearinghouse transfer of funds from one bank account to another, made in accordance with Applicable Law.
2. “Agent Commission” has the meaning ascribed in Section 7.1 hereof.
3. “Agent Disclosures” means all forms, notices, signage, postings, receipts or other communications required by Applicable Law, or by CheckFreePay as deemed necessary for proper utilization of the Bill Payment Services.
4. “Agent Location” means as approved by CheckFreePay, those retail outlets or other locations owned or operated by Agent or by an entity under contract with Agent, located in the contiguous United States (specifically excluding Puerto Rico, Guam and other U.S. territories) in which Agent offers the Bill Payment Services from time to time, and that has POS Terminals capable of processing Transactions in connection with the Bill Payment Services.
5. “Authorized Biller” means a Biller with whom CheckFreePay has a written agreement and for whom CheckFreePay is authorized to accept Transactions on their behalf.
6. “Authorized Services” means the Bill Payment Services offered at Agent Locations, which effects the transmission of Data and Consumer Funds from a Payor to an Authorized Biller.
7. “Banking Business Day” means each day that is not (a) a Federal Reserve holiday, or (b) a day on which banks in the United States are legally closed.
8. “Bill Payment Services” means the transmission of Data and Consumer Funds within the United States from a Payor, in order to effectuate payment to a Biller including, Authorized Services (where available), Next Day Services and Standard Services in connection with Agent’s offering of Bill Payment Services at Agent Locations.
9. “Billers” means those entities for whom CheckFreePay performs fund transfer services, including, but not limited to Authorized Billers and which entity holds an account to be paid by a Payor as designated as a Payee by a Payor in connection with Bill Payment Services.
10. “CheckFreePay Back End” means CheckFreePay’s proprietary host systems, which accept Transactions from Agent’s in connection with Bill Payment Services and which processes such Transactions and transmits them to Billers.
11. “CheckFreePay Intellectual Property” has the meaning ascribed in Section 9.1.
12. “CheckFreePay Link” means CheckFreePay’s proprietary application programming interface (API) which connects a POS Terminal to the CheckFreePay Back End in order to effect payment by Payors to a Biller in connection with Bill Payment Services.
13. “CheckFreePay Link Integration Guide” means CheckFreePay’s proprietary specifications and requirements as provided by CheckFreePay to Agent for Agent’s use solely in connection with the programming of its POS Terminals, in order to integrate with CheckFreePay Link.
14. “CheckFreePay Operation Guide” means the guidelines for the daily operation of the Bill Payment Services (whether offered through CheckFreePay Equipment or CheckFreePay Link) and related compliance information.
15. “CheckFreePay Transaction Fee(s)” means compensation to CheckFreePay in connection with a Transaction, as outlined herein.
16. “Close Out” means the transfer (performed at least once daily) by Agent of all Data obtained during performance of the Bill Payment Services.
17. “Commission” means those amounts due to Agent as result of the services it performs as CheckFreePay’s agent in connection with the sale of Bill Payment Services.
18. “Data” means the identification of the Biller, the dollar amount of the Transaction, the Payor’s account number with the Biller, the Payor’s name, telephone number and other non-public personal information as applicable, the type of tender, the type of bill payment transaction (whether a Next Day Services or Standard Services transaction), any information required by Applicable

Law to be collected from the Payor by CheckFreePay, and any information mutually agreed upon in writing by Agent and CheckFreePay, solely in the performance of the Bill Payment Services.

19. "Fees" means amounts for Payor Fees and Transaction Fees.
20. "Funds" means Consumer Funds plus any associated CheckFreePay Transaction Fees collected by Agent per this Agreement in connection with the Bill Payment Services.
21. "Next Day Services" means those Bill Payment Services in which payments owing to third parties are to be processed and delivered to a Biller on the Banking Business Day following the day on which Funds are received from a Payor.
22. "Payor" means an individual or a business who obtains Bill Payment Services at an Agent Location.
23. "Payor Fee(s)" means the fee(s) charged by Agent to a Payor in accordance with Applicable Law as set forth in Section 7.1.
24. "Payor Information" means the Data collected from or about a Payor in connection with a Transaction.
25. "POS Terminal" means any equipment used by Agent to perform the Bill Payment Services, including but not limited to: a kiosk, terminal or computer, monitor, keyboard, printer, scanners, cords and cables, and as agreed to by CheckFreePay.
26. "Standard Services" Bill Payment Services in which payments owing to third parties are to be processed and delivered to a Biller within three (3) Banking Business Days following the day on which funds are received from a Payor.
27. "Tender" means the method of payment tendered by a Payor in connection with a Transaction, including cash and any other legal tender agreed to in writing by CheckFreePay and Agent.
28. "Transactions" means a request, or multiple requests, by Payors for Bill Payment Services conducted and processed through a POS Terminal.
29. "Transaction Fees" means those fees charged by CheckFreePay to Agent in accordance with pricing as outlined herein.

II. Bill Payment Services

- 2.1 CheckFreePay grants to Agent, and Agent accepts, a revocable, non-exclusive, non-transferable limited license to use the CheckFreePay Link and CheckFreePay Link Integration Guide solely for Agent's use in programming its POS Terminals to interface with CheckFreePay Link in Agent Locations. The CheckFreePay Link Integration Guide constitutes confidential information belonging to CheckFreePay shall be used by Agent only in connection with the Bill Payment Services. Agent understands and agrees that it does not have the authority or right to grant any licenses or sub-licenses to the CheckFreePay Link Integration Guide or CheckFreePay Link.
- 2.2 CheckFreePay may make any modifications, changes, adjustments or enhancements to the Bill Payment Services ("CheckFreePay Modifications"), including changes to the CheckFreePay Link Integration Guide; *provided, however*, that if any of the CheckFreePay Modifications have a materially adverse effect upon Agent, that cannot be mutually resolved between the Parties, Agent may terminate this Agreement according to the provisions herein. Agent will endeavor in good faith to make such CheckFreePay Modifications. Notwithstanding this Section 2.2 or Section 2.3 below, if any CheckFreePay Modifications shall be required by Applicable Law, CheckFreePay shall notify Agent in writing of the actions which Agent would be required to take in order to comply. Agent shall comply with the actions required by Applicable Law; *provided, however*, that if such CheckFreePay Modifications required by Applicable Law have a materially adverse effect upon Agent, that cannot be mutually resolved between the Parties, Agent may terminate this Agreement according to the provisions herein. Agent acknowledges that CheckFreePay may release updates, modifications, enhancements or maintenance releases (collectively "Updates") to CheckFreePay Link when such Updates are developed by CheckFreePay and made generally available to other commercial clients at no additional cost.
- 2.3 Agent will have access to those Billers that are available under the version of the API which Agent operates under. CheckFreePay may add or remove Billers from time to time, in its sole discretion.
- 2.4 CheckFreePay shall provide to Agent all Agent Disclosures required by Applicable Law and shall instruct Agent as to how to disclose and/or display such Agent Disclosures. Agent shall display or provide to Payors, as applicable, all such Agent Disclosures as instructed by CheckFreePay. Agent shall provide every Payor a receipt, in form and substance compliant with Applicable Law, related to any Transactions made in connection with the Bill Payment Services.
- 2.5 Agent shall provide customer service for the Bill Payment Services by reasonably assisting Payors and CheckFreePay with the following issues: (i) any problem or questions related to the POS Terminal, (ii) hardware, software, technical support and the usage of the Bill Payment Services software application, (iii) determination of how to correct Payment issues either (a) through the POS

Terminals, (b) informing the Payor to contact the Biller, or (c) contacting the CheckFreePay helpdesk for assistance, and (iii) any additional customer service obligations mutually agreed to by CheckFreePay and Agent.

- 2.6 CheckFreePay shall provide reasonable second tier customer service as related to Payment issues associated with the Bill Payment Services. This shall include working with Agent and the Billers, as applicable, to resolve misapplied Payments, make adjustments and reconcile Transactions, as needed. Agent understands and agrees that in order to perform second tier customer service, CheckFreePay may require information including but not limited to, customer name, account number and account holder information as required by the Biller.
- 2.7 As of the Effective Date, CheckFreePay's hours of operation are as follows: Monday through Friday, 8:00 a.m. to 10:00 p.m. Eastern Time and Saturday and Sunday, 8:00 a.m. to 5:00 p.m. Eastern Time, except for New Years' Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. Emergency after hours contact information is set forth in the CheckFreePay Operation Guide. CheckFreePay shall notify Agent of any changes in CheckFreePay's hours of operations.
- 2.8 CheckFreePay shall ensure that all Payments for Standard Services are processed by CheckFreePay and delivered to Billers within three (3) Banking Business Days following receipt by CheckFreePay of the Payments (the "**Standard Processing Period**"); *provided, however,* that the Standard Processing Period for any Payments received by CheckFreePay after 7:00 p.m. Eastern Time shall begin on the next Banking Business Day. CheckFreePay shall ensure that all Payments for Next Day Services are processed by CheckFreePay and delivered to Billers on the next Banking Business Day following receipt by CheckFreePay of the Payments (the "**Next-Day Processing Period**"); *provided, however,* that the Next Day Processing Period for any Payments received by CheckFreePay after 7:00 p.m. Eastern Time shall begin on the next Banking Business Day.
- 2.9 Agent shall work with CheckFreePay to review activity on any and all Transactions, as needed. Adjustments shall be handled in accordance with the CheckFreePay Operation Guide. Upon a reasonable request by a Payor, Agent shall refund bona fide Payments to the Payor; *provided, however,* that, CheckFreePay shall only reimburse Agent if and when CheckFreePay is reimbursed from the Biller. CheckFreePay agrees that it shall use commercially reasonable efforts to pursue such reimbursement from the Biller. As between Agent and CheckFreePay, Agent will be responsible to a Payor for all costs (including but not limited to late fees) incurred by such Payor as a result of a misapplication of a Payment caused by Agent. As between Agent and CheckFreePay, CheckFreePay will be responsible to a Payor for all costs (including but not limited to late fees) incurred by such Payor, as a result of a misapplication of a Payment caused by CheckFreePay.
- 2.10 Agent shall maintain records of all Transactions and any related documentation, in accordance with the CheckFreePay Operation Guide. Agent may be required to provide bill stubs to CheckFreePay to facilitate adjustment processing.

III. Programming and Connectivity of POS Terminals to CheckFreePay Link

Using the CheckFreePay Link Integration Guide, Agent's information technology staff, at its sole cost and expense, will (i) program the POS Terminals in accordance with the CheckFreePay Link Integration Guide; and (ii) work with CheckFreePay's information technology staff to develop the necessary connectivity between Agent's POS Terminals and CheckFreePay Link. Prior to offering Payors Bill Payment Services, Agent must pass the CheckFreePay Link certification test requirements and receive certification signoff from CheckFreePay. Each Party shall bear its own costs associated with such certification. Agent agrees to provide CheckFreePay all relevant specifications, designs, and architecture documents associated with the front-end application that integrates with CheckFreePay Link, all of which is Agent's proprietary Confidential Information. CheckFreePay shall have the right to review such documents during the implementation and certification phases of development.

IV. Authorized Billers.

From time to time, CheckFreePay will make available to Agent a list of Authorized Billers offered through CheckFreePay Link. The Parties may from time-to-time mutually agree to add Authorized Billers as Billers under this Agreement; *provided, however,* that Authorized Billers shall only be added to the extent that each such Biller has agreed to have Agent included in their agent network (CheckFreePay shall use commercially reasonable efforts to obtain such Biller authorization in writing). CheckFreePay shall determine the Payor fee schedule for any Authorized Billers, subject to requirements of Applicable Law and the related agreement between CheckFreePay and such Authorized Biller. Commissions for Consumer Fee Authorized Biller transactions will be split 50/50 between Agent and CheckFreePay. Notwithstanding the aforesaid, Agent acknowledges that CheckFreePay has some unique relationships with Authorized Billers that may require splits that are different than 50/50. For these Billers, CheckFreePay will present said Billers and unique Commission splits to Agent; if Agent wishes to process payments under these terms, Agent will approve the Biller and related Commission split in writing, which may be via email. Commissions for Biller paid (free to consumer) Authorized Biller transactions will be set based on CheckFreePay's contractual terms with each Biller and mutually agreed upon in writing by both Parties, which may be via email.

V. Agent Commissions; Funds Settlement; Invoices

- 5.1 Agent may charge each Payor a fee for each Transaction (a "**Payor Fee**"). For each Transaction, Agent may retain the difference between the Payor Fee and the Transaction Fee for such Transaction ("**Agent Commission**"), calculated based on pricing outlined

herein; provided, however, Agent shall not charge a Payor Fee in excess of any amount permitted by Applicable Law and/or as may be permitted by an Authorized Biller.

- 5.2 Agent shall transmit Data to CheckFreePay as outlined in the CheckFreePay Link Integration Guide. In connection with the Bill Payment Services, on a daily basis, at a time mutually agreed upon (the "**Cut-off Time**"), Agent will balance the Transactions and Funds. CheckFreePay Link will systematically transmit a complete record of all Transactions received by the CheckFreePay Back End during the previous twenty-four (24) hour period prior to such Cut-off Time (a "**Link Transaction File**") in order to execute the required auditing, reporting and cash management processes. If CheckFreePay fails to deliver a Link Transaction File, or if it anticipates that a Link Transaction File will be delivered later than the Cut-off Time, CheckFreePay shall send an e-mail to a specified distribution list designated by Agent and shall call Agent's Help Desk at phone number to be provided by Agent. If Agent has not received a Link Transaction File by the Cut-off Time, Agent shall send an e-mail to a specified distribution list at CheckFreePay and shall call CheckFreePay's IT center at 1-888-590-3777.
- 5.3 For purposes of processing Transactions, Agent shall obtain Data as specified by CheckFreePay and shall submit all Data in accordance with the CheckFreePay Operation Guide. Agent shall immediately notify CheckFreePay in writing of any material failure or anticipated failure to meet its obligations to transmit Data to CheckFreePay hereunder.
- 5.4 If Agent materially fails to meet its Data delivery obligations for any reason other than (a) a failure by CheckFreePay to deliver a complete Link Transaction File as outlined in Section 7.2 or (b) any material breach of this Agreement by CheckFreePay, CheckFreePay shall have the right to suspend the Bill Payment Services upon two business days prior written notice to Agent. If such failure is not cured within two business days, CheckFreePay may suspend or terminate the Bill Payment Services upon notice to Agent.
- 5.5 Agent shall, initiate via ACH Transfer (or pursuant to such other method as may be designated by CheckFreePay from time to time) to CheckFreePay's designated bank account, transfer all Funds collected prior to the Cut-off Time, as reflected in the reconciliation between the applicable Agent POS Terminal Transaction log and the Link Transaction File, by 5:00 p.m. Eastern Time on the next Banking Business Day if that day is a Banking Business Day, and if not a Banking Business Day, by 5:00 p.m. Eastern Time on the next occurring Banking Business Day. Mismatched Transactions will be reconciled by the parties according to a mutually acceptable process.
- 5.6 Agent shall immediately notify CheckFreePay in writing of any material failure or anticipated failure to meet its obligations to deliver Funds to CheckFreePay hereunder.
- 5.7 If Agent fails to meet its Funds delivery obligations for any reason other than (a) a failure by CheckFreePay to deliver a complete Link Transaction File as contemplated by Section 7.2 or (b) any breach of this Agreement by CheckFreePay, CheckFreePay shall immediately notify Agent of the failure to deliver Funds and Agent shall wire by the end of that day. If Funds have not been received then CheckFreePay shall have the right to immediately suspend the Bill Payment Services by providing written notice to Agent. If such failure is not cured within two Banking Business Days, CheckFreePay may continue such suspension or terminate this Agreement.

VI. Communications Lines and Equipment.

- 6.1 Agent shall be responsible for the provision, installation and ongoing maintenance of appropriate and secure communications equipment and connections to CheckFreePay's data centers (collectively, the "**Communication Lines**"). Agent reserves the right to change the Communication Lines to be used for the Bill Payment Services in the future so long as the Communication Lines work properly with CheckFreePay Link. Agent shall be responsible for the reliability or continued availability of the Communication Lines and related equipment used by Agent in accessing the Bill Payment Services.
- 6.2 Each Party shall provide commercially reasonable security measures to prevent unauthorized access to the other Party's computerized files and records. The Parties reserve the right to issue and change their respective procedures from time-to-time to improve or protect file security.
- 6.3 Each Party shall implement comprehensive written information security programs that include administrative, technical, and physical safeguards which are designed to: (a) ensure the security and confidentiality of Data; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Payor; and (d) ensure that disposal of Data is handled in such a way that the information is rendered unreadable. Upon a party's discovery of any unauthorized access to or use of Data, the Party shall: (i) take immediate corrective action to stop the unauthorized access or use, (ii) immediately notify the other Party of the unauthorized access or use and its cause, (iii) promptly investigate to determine the cause of the incident, (iv) take further corrective action to prevent recurrence of a similar incident, and (v) notify the other Party of the results of the investigation and the corrective action.
- 6.4 Agent and CheckFreePay each shall be responsible for maintaining security for its own systems and any systems used by any agent in connection with the Bill Payment Services contemplated in this Agreement and for connectivity between its systems and the other Party's systems, and shall ensure that its systems and those of its agents are free from viruses and other defects. Neither Party will be

responsible for any impact to the Bill Payment Services caused by the other Party's internal systems and CheckFreePay shall not be responsible for any impact to the Services caused by the Communication Lines.

VII. Transaction Pricing:

Pricing for transactions via the Bill Payment Services hereunder shall be set forth in Attachment B-1 – CheckFreePay Commission Schedule, attached hereto.

Agent hereby represents and warrants that it has the authority to enter into this Agreement, and by executing and delivering this Agreement, it will not be in violation of any other agreement, arrangement or understanding that it may be a party to. The Parties represent and warrant that the person signing this Agreement (majority owner or Board of Director designee) is authorized to execute this Agreement and bind the Parties.

By CheckFreePay Corporation: for itself and
Its subsidiaries
CheckFreePay Corporation of New York
CheckFreePay Corporation of California

By Agent: **Moe & Sons Deli** _____

Signature: _____

Signature:  _____

Name Printed: Paul D. Harrison

Name Printed: **JOHN DOE** _____

Title: SVP & General Manager

Title: **OWNER** _____

Date: _____

Date: **6/15/2013** _____

ATTACHMENT B-1

CHECKFREEPAY COMMISSION SCHEDULE

MASTER TERM ID _____
(REQUIRED FOR EXISTING AGENTS)

Internal use only--Check all that apply:

_____ Add new Biller(s)

_____ Add additional terminal(s) Quantity to add: _____

_____ Add additional Agent Location(s) - **attach Exhibit A**

_____ Change Commission Rate

Term ID's of locations affected by change:

Authorized Billers: NOT APPLICABLE

Billers for which Agent may charge a Fee for processing Transactions (not allowed by some states or Billers):

Billers	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay

Authorized Taxable Billers - Agent must set up taxes. Yes _____ No _____ NOT APPLICABLE

Billers	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay

Billers for which Agent will earn a Commission for processing Transactions:

NOT APPLICABLE

Billers	Commission
	\$
	\$
	\$

Billers for which Agent may charge a Fee for processing Transactions in addition to earned Commissions paid by Biller (not allowed by most states or Billers):

NOT APPLICABLE

Billers	Maximum Fee
	\$
	\$

Non-Contracted Billers:

	Charge to Customer	Agent Fee Retained	Remit to CheckFreePay
Standard Billers	\$1.50	\$0.75	\$0.75
NEXT DAY VISA/MASTERCARD	\$3.50	\$1.75	\$1.75
Next Day Billers	\$2.25	\$1.13	\$1.12

* All prices are per 1 bill payment stub

Corporate Name: Moe & Sons Deli

Majority Owner Signature: 

Print Name: JOHN DOE

Title: OWNER

Date: 6/15/2013

CheckFreePay Corporation

Credit Verification Application

Corporate or Parent Name of Business: Moe & Sons Deli		Check one: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation			
Corporate or Parent address: (Street) 15 Kingston Avenue		(City) Monsey	(State) NY	(Zip Code) 10953	
Corporate Mailing Address, if different:(Street) Same as above		(City)	(State)	(Zip Code)	
Corporate Federal Taxpayer Identification #: 985612396		Corporate Telephone #: 973-438-1000		Corporate Fax #: 973-438-1001	
Corporate Contact Name and Title: JOHN DOE (OWNER)		Corporate Contact's Email Address: JOHN.DOE@IDT.NET			
Corporate Website / URL address: WWW.IDT.NET	Years Under Current Owner: 4	# of years in Business: 7	Date and State of Incorporation: JAN-1-1995 New York		
Retail Services Offered: <input type="checkbox"/> Liquor <input type="checkbox"/> Pharmacy <input type="checkbox"/> Supermarket/Grocery <input checked="" type="checkbox"/> Convenience <input type="checkbox"/> Mail/Shipping <input type="checkbox"/> Wireless Phone <input type="checkbox"/> Florist <input type="checkbox"/> Restaurant/Deli <input type="checkbox"/> Travel <input type="checkbox"/> General Retail <input type="checkbox"/> Other (Describe) _____					
Money Services Offered:	Check Cashing for more than \$1,000 per day/customer? <input type="checkbox"/> Yes** <input checked="" type="checkbox"/> No	Currency Dealing or Exchange for more than \$1,000 per day/customer? <input type="checkbox"/> Yes*** <input checked="" type="checkbox"/> No	Money Orders for more than \$1,000 per day/customer? <input checked="" type="checkbox"/> Yes*** <input type="checkbox"/> No	Provider or Seller of Stored Value for more than \$1,000 per day/customer? <input type="checkbox"/> Yes*** <input checked="" type="checkbox"/> No	Money Transfer In any amount? <input checked="" type="checkbox"/> Yes*** <input type="checkbox"/> No
Principal Officer or Owner Name(s)	Date and Place of Birth	% of ownership	Home Address (incl. City, State, and Zip)	Home Phone & Cell Phone	Gender/Minority/Ethnicity Affiliations (circle all that apply)
Print Name: JOHN DOE	JAN 1, 1980 Mexico	100%	1440-56TH STREET BROOKLYN NY 11209	973-438-3000	<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Service Disabled Veteran Handicap White/Caucasian Black/African American <input checked="" type="checkbox"/> Hispanic/Latin American Native American* Asian Pacific* Asian Indian*
Print Name:					Male Female Service Disabled Veteran Handicap White/Caucasian Black/African American Hispanic/Latin American Native American* Asian Pacific* Asian Indian*
Print Name:					Male Female Service Disabled Veteran Handicap White/Caucasian Black/African American Hispanic/Latin American Native American* Asian Pacific* Asian Indian*
Print Name:					Male Female Service Disabled Veteran Handicap White/Caucasian Black/African American Hispanic/Latin American Native American* Asian Pacific* Asian Indian*

*Native American includes American Indians, Eskimos, Aleuts and Native Hawaiians

*Asian Pacific includes origins from Japan, China, Philippines, Vietnam, Korea, Samoa, Guam, US Territories of Pacific, Laos, Cambodia and Taiwan

*Asian Indian includes origins from India, Pakistan and Bangladesh

** If you answered Yes, you are a Money Services Business/Check Casher. Please provide:

- Proof of your current FinCEN registration **AND** Copy of state check casher, if applicable to your state.

*** If you answered Yes, you are a Money Service Business as defined by the Department of the Treasury. Please provide:

- Proof of agency relationship with the principal MSB whom you operate as an agent for.

General Information:

- 1. Is your business listed in Dunn & Bradstreet? NO YES If yes, list D&B number _____
- 2. Is this building: Owned by you? Leased? Rented?
- 3. Is this business Handicap Accessible? NO YES


Additional Documentation required:

- **Agents with more than five (5) locations must attach:**
Certified Public Accountant audited business financial statements (include most recent financials if audited are not current year)
- **Corporations must attach:** copies of Certificate of Incorporation or Certificate of Good Standing
- **Partnership or Sole Proprietorship must attach:** copies of Partnership agreement and certified Local/State Registration to do business
- **New Businesses must attach:**
Business Registration (If company previously operated under a different name(s), please list name(s))

History:

- 1. Has Applicant or any Owner filed all Federal, State, and Local tax returns for your business for the past three years?
 NO YES
- 2. Has Applicant or any Owner ever been terminated as an agent by any other money transfer service or bill payment service in the past?
 NO YES If yes, please furnish details, location and dates.
- 3. Has Applicant (ie. the sole proprietorship, partnership or corporation) ever been convicted of any felony under state, federal or foreign law or entered a plea of nolo contendere to a criminal charge other than minor traffic violation?
 NO YES If yes, please furnish details, location and dates.
- 4. Has any Owner (whether an individual, a partnership, or a corporation) or any officer, director, or general partner of any Owner ever been convicted of any felony under state, federal or foreign law or entered a plea of nolo contendere to a criminal charge other than minor traffic violation?
 NO YES If yes, please furnish details, location and dates.
- 5. List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee.
- 6. List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE FABRICATED, FALSE OR INCORRECT BY CHECKFREEPAY, THAT MY APPLICATION CAN BE DENIED OR MY ACCEPTANCE WILL BE REVOKED. FUTUREMORE, I UNDERSTAND AND AGREE THAT IN FILLING OUT THIS APPLICATION THAT I AM FINANCIALLY AND LEGALLY LIABLE UNDER THE TERMS AND CONDITIONS OF THE AGENT AGREEMENT WHICH IS INCORPORATED HEREIN BY REFERENCE.

Signature #1  Printed Name: JOHN DOE SS#: 123 - 45 - 6789

Signature #2 _____ Printed Name: _____ SS#: _____ - _____ - _____

Signature #3 _____ Printed Name: _____ SS#: _____ - _____ - _____

Signature #4 _____ Printed Name: _____ SS#: _____ - _____ - _____

THIS APPLICATION MUST BE FILLED OUT AND SIGNED IN ITS ENTIRETY BEFORE SUBMISSION TO CHECKFREEPAY. CHECKFREEPAY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION IF PROSPECTIVE AGENT HEREUNDER MAY ACT ON BEHALF OF CHECKFREEPAY TO PERFORM THE FUNCTIONS OF AN AGENT.

Release of Credit Information: The above business and individuals authorize all of its (their) banks, trade suppliers, and creditors to release business and personal credit information to CheckFreePay by fax, phone, or mail at the discretion of CheckFreePay to assist in the evaluation of the business as an Agent. CheckFreePay may share the information on this document only with such banks, trade suppliers, or creditors. CheckFreePay does NOT release credit or financial information to any third parties. CheckFreePay does NOT discriminate based on race, religion, color, sex, sexual orientation, age, national origin or ancestry, physical or mental disability, veteran status, or any other consideration made unlawful by federal, state, or local laws. CheckFreePay is, however, required to obtain and report information on the Agent Equal Opportunity Program to various Clients and State Regulatory bodies that govern our business.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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
or
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.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/15/2013
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

NEW YORK STATE

David J. Sweet
Commissioner of Motor Vehicles



Sample License Document

ENHANCED

DRIVER LICENSE

ID: 012 345 678

CLASS D

DOCUMENT
SAMPLE, LICENSE

2345 ANYPLACE AVE
ANYTOWN NY 12345

DOB: 06-09-85

SEX: F EYES: BR HT: 5-09

E: NONE

R: NONE

ISSUED: 09-30-08 EXPIRES: 10-01-16



8AJ120T521

THE MERCHANT ACCOUNT BLOG
WWW.MERCAHNTACCOUNTBLOG.COM
AUSTIN, TX 78746

SOME BANK
AUSTIN, TX 78746

1

PAY TO THE
ORDER OF _____

VOID

\$

_____ DOLLARS

MEMO

AUTHORIZED SIGNATURE

⑈000001⑈ ⑆999999999⑆ ⑆123456789⑆

City of Newark, New Jersey

Cory A. Booker, Mayor Bo Kemp, Business Administrator

56320

DIVISION OF TAX ABATEMENT
& SPECIAL TAXES LICENSE UNIT

LICENSE NUMBER 07-36712

This License Must be Posted at Entrance of Licensed Place

Business License

Permission is hereby given to: KEY ENVIRONMENTAL

Located at: 311 E. BLACKWELL ST

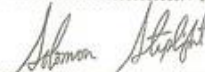
DOVER, NJ 07802

To conduct the business of: BUILDING CONTRACTOR
THIS LICENSE DOES NOT APPLY TO ELECTRICAL OR PLUMBING.

Given under my hand and seal of this City, this 16 day of NOVEMBER 2007

This License Expires:

11/30/08



SOLOMON STEPLIGHT, *Manager*

CR-115305

Certificate of Incorporation


I, **D. EVADNE EBANKS** *Assistant Registrar of Companies of the Cayman Islands*
DO HEREBY CERTIFY, pursuant to the Companies Law CAP. 22, that all the requirements of the said
Law in respect of registration were complied with by

ISLAND MARKETING LTD.

an Ordinary Company incorporated in the Cayman Islands with Limited Liability with effect from
the 18th Day of January Two Thousand Two

Given under my hand and Seal at George Town in the
Island of Grand Cayman this Eighteenth day of January
Two Thousand Two




Assistant Registrar
of Companies, Cayman Islands, B.W.I.

