

Confidentiality Statement

The information and proposal itself are confidential and proprietary materials.

Publication, disclosure or use by third parties outside your immediate group will be damaging to VeriCheck and is strictly prohibited.

The information provided is to be used by you and only those members of your group responsible for rendering a decision regarding the proposal.

It is requested that you use reasonable and diligent care maintaining the confidentiality of this information from all other non-essential parties either inside or outside your group.

**VeriCheck, Inc.
Independent Sales Organization (“ISO”) Application**

Submitted by: _____ Date: _____

Check the applicable billing option: Bill ISO Bill Merchant

ISO Corporate Name: _____

ISO DBA Name: _____

Federal Tax ID: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Business Start Date: _____ Website: _____

Contact Person: _____ Contact E-mail: _____

Business Phone: _____ Alternate Phone: _____

Business Fax: _____

Principal Name: _____ SSN: _____

Address: _____

Home Phone: _____ Drivers License #: _____ State: _____

Title: _____ Ownership Percentage: _____

Principal Name: _____ SSN: _____

Address: _____

Home Phone: _____ Drivers License #: _____ State: _____

Title: _____ Ownership Percentage: _____

Principal Name: _____ SSN: _____

Address: _____

Home Phone: _____ Drivers License #: _____ State: _____

Title: _____ Ownership Percentage: _____



Electronic Payment Processing

Target Market: _____

Projected Monthly Applications: _____ Total Monthly Volume: _____

Portfolio Mix (100%): Low: _____ High: _____ MOTO: _____ Internet: _____ Other: _____

Geographic Area Covered: _____

Marketing Method (Please Specify Any and All Methods) _____

How and when will the site visit be performed: _____

Does ISO have an existing portfolio: _____ How many accounts: _____ Monthly Volume: _____

Who is the existing portfolio with: _____ Contact: _____ Phone: _____

Is this portfolio being converted to VeriCheck: _____ When: _____

Who owns the merchant contracts and risk associated with the portfolio: _____

Are there any outstanding Suits, Liens, Judgments, and Attachments to the applicant/ISO, or to any of the applicant's owners? _____ If yes, please explain: _____

VeriCheck, Inc. ("VCI") and _____ shall collectively be referred to as "us" or "our". Applicant shall be referred to as "ISO." Persons listed as principals and /or owners of the company shall be referred to as "principals."

ISO authorizes us to obtain from third parties financial and credit information without limitation relating to ISO and principals in connection with our determination whether to enter into the agreement which is the basis for the application. This approval shall be of an infinite duration and can only be used by us to determine the ongoing financial position of ISO. We may also access and use information which you have provided to us for any other reason. Upon request, you shall provide to us our representatives reasonable access to your facilities and records for the purposes of performing any inspection and/or copying of your books and/or records deemed appropriate.

Sign:

Principal

Principal

Principal

Print:

Date:

INDEPENDENT SALES ORGANIZATION (ISO) AGREEMENT

This Agreement ("Agreement") is made to be effective as of the ____ day of _____, ____ by and between VeriCheck, Inc., 2344 Perimeter Park Drive, Atlanta, GA 30341 (collectively referred to herein as "VCI", "SERVICER"), and you the "CUSTOMER", _____ (collectively referred to herein as the "ISO").

RECITALS

WHEREAS, SERVICER, promotes, markets and sells the various payment processing products and services (hereinafter the "products and services") directly to retail merchants and others ("Merchants") through the execution of a Merchant Processing Agreement and/or other contracts (the "SERVICERS Agreements") between SERVICERS, and Merchants; and

WHEREAS, ISO desires to establish an independent contractor sales agreement in the geographic area specified by SERVICERS, to market the products and services of SERVICERS; and

WHEREAS, 'ISO' desires to enter into an agreement to provide such marketing efforts on behalf of SERVICER according to the terms and conditions specified in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and to the mutual benefit of all parties named herein it is hereby agreed that:

1. Independent Sales Organization Established. SERVICER, hereby contracts with 'ISO' to market the products and services through ISO's sales representatives. Sales representatives are to be supervised by 'ISO'. 'ISO' shall receive compensation as established by SERVICER, in accordance with Paragraph 7 of this Agreement.

2 Independent Sales Organization Status. SERVICER, and 'ISO' understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the employer or employee of the other party for any purpose and that SERVICER, does not exercise supervision or control over 'ISO' or its sales representatives other than as set forth in this Agreement. Neither 'ISO' nor any of its sales representatives are entitled to workers

compensation insurance, unemployment compensation insurance, pension or profit sharing or other benefits or rights of any kind or nature from or through SERVICER. Nothing in this Agreement or the course of dealing of the parties shall be construed to constitute the parties hereto as partners, joint ventures or as agents or employees of one another or as authorizing either party to obligate the other in any manner. 'ISO' shall not (1) bind SERVICER, to any contract or agreement, (2) incur any obligation on behalf of SERVICER, (3) release assign or transfer any agreement, claim, security or any other asset of SERVICER, (4) borrow or lend any money in the name of SERVICER, or (5) submit to any claim or liability related to the SERVICER, Agreements, allow judgment to be taken or confessed against SERVICER.

3. Terms and Termination. The term of this Agreement shall commence upon the date the Agreement is executed and shall be evaluated by SERVICER, at or before each anniversary date and shall be automatically renewed going forward unless the Agreement is otherwise terminated in accordance with the provisions of this Agreement. Notwithstanding the foregoing, SERVICER, or 'ISO' may terminate the independent contractor relationship with the other at any time, for any reason (or for no reason), upon written notice given to the other party. Following the date of its termination, 'ISO' shall surrender all confidential and proprietary information and materials furnished to 'ISO' by SERVICER, or any materials developed by 'ISO' during the course of the Agreement including but not limited to the following: (1) Procedures, as defined below, (2) all lists of Merchants and prospective Merchants, (3) forms, office supplies, manuals and any other material previously furnished or made available by SERVICER, to 'ISO' or its sales representatives.

3.1 The initial term of this Agreement

shall commence and shall continue in force for twelve (12) months after it becomes effective. This Agreement shall renew for successive twelve-month periods unless any party terminates this Agreement by notice to the others, in writing, at least 60 days prior to the expiration of the term or renewal term, as the case may be.

4. Duties. 'ISO' and its registered sales representatives will be engaged for the purpose of assisting SERVICER, in its business of marketing and selling the products and services of SERVICER. 'ISO' and its sales representative will be provided required training programs to educate and certify 'ISO' and the sales representatives in the appropriate methods and procedures for the marketing of the products and services. 'ISO' agrees to market the products and services in strict adherence to the written guidelines established as the "SERVICER, Sales Standards and Procedures" ("Procedures") that shall be distributed to 'ISO' from time to time. 'ISO' shall, in conformance with the Procedures, market and sell the products and services of SERVICER, as instructed by SERVICER. Duties shall include, but are not limited to, the following: (i) making telemarketing calls, (ii) making presentations of the products and services to potential subscribing Merchants, (iii) completing market surveys and properly submitting the SERVICERS, Agreements and other paperwork, (iv) instructing Merchants in the proper use and administrative techniques to effectively utilize the products and services provided under the terms and conditions of the SERVICERS, Agreements, (v) promptly report to SERVICER, any unusual situation involving Merchants including any act or omission by a Merchant which could result in a loss or potential loss to SERVICER.

5. Procedures. 'ISO' shall forward required SERVICERS, paperwork for the potential SERVICER Agreements for products and services directly to SERVICER. SERVICER shall, in its sole and absolute discretion, accept and approve applications provided by the 'ISO' and its sales representatives. SERVICER shall have the right to terminate any SERVICER, Agreement between it and a Merchant in accordance with the terms and conditions set forth in the SERVICER, Agreements without consultation with 'ISO'.

'ISO' AND ITS SALES REPRESENTATIVES
SHALL ACT HONESTLY AND IN GOOD

FAITH IN CONFORMANCE WITH THE PROCEDURES AND APPLICABLE LAW AND NACHA/BANKCARD ASSOCIATION RULES IN MARKETING AND SELLING THE PRODUCTS AND SERVICES OF SERVICER.

6. SERVICER, Agreements. 'ISO' agrees that the terms and conditions of the SERVICER, Agreements between a Merchant and SERVICER, shall be controlling over the customer relationship established by the Merchant and SERVICER. 'ISO' shall at all times utilize, without modification, alteration or amendment, such SERVICER, Agreements and other forms furnished to 'ISO' by SERVICER. Therefore, 'ISO' or its sales representatives have absolutely no authority to make any representations, warranties, agreements or guarantees altering the standard terms and conditions of the SERVICER, Agreements without the express written consent and amendment of such SERVICER, Agreement by an appropriate officer of SERVICER. SERVICER shall provide the 'ISO' with all of the necessary ancillary materials required to be utilized to fulfill its responsibilities and duties as set forth above.

7. Compensation. 'ISO' shall receive as its sole basis of compensation for the performance of the duties set forth in this Agreement those commissions, residual or equipment funding amounts as established from time to time by SERVICER, through its sales and marketing programs and promotions as the same shall be communicated to 'ISO' as **SCHEDULE A** to this Agreement and as may be amended from time to time. SERVICER's commission rates and policies shall be subject to change by SERVICER, at any time upon a 30-day (thirty-day) advance written notice to 'ISO'. Such compensation will normally be payable in arrears on the last business day of each month or as soon thereafter as available.

7.1 'ISO', as an independent contractor, shall not receive as compensation, or be reimbursed, for any of the following: (i) additional work materials other than provided by the required Procedures, (ii) work place, phone, automobile or any other equipment, (iii) any SERVICERS, employee benefit, (iv) reimbursement for any other cost or expense incurred by 'ISO' in its sales and marketing of the products and services on behalf of SERVICER, at SERVICERS' s direction. 'ISO' shall be responsible for all costs and expenses incurred in the performance of this agreement that are not included in the Contract or Compensation Schedule. ISO shall receive

residuals for 'life of account ownership' with SERVICER unless otherwise specified.

7.2 Compensation Percentage: SERVICER and ISO will split based on ISO's performance outlined in **SCHEDULE A.**

8. Adherence to SERVICER, Sales Standards and Procedures. 'ISO' recognizes that both 'ISO' and its sales representatives are perceived as representatives of SERVICER, providing the products and services. 'ISO' agrees to protect the reputation of SERVICER, in the marketplace and comply in all respects with all applicable local, state and federal laws and regulations including all NACHA Operating Rules and Regulations. The 'ISO' agrees to strict adherence with the Procedures as communicated to 'ISO' from time to time. The 'ISO' further agrees not to incorporate or use as its principal business name any name substantially or deceptively similar to SERVICER. 'ISO' is authorized to name SERVICER, as the merchant acquiring bank for which 'ISO', on behalf of SERVICER, acts as an independent contractor in marketing the products and services in accordance with the NACHA/Bankcard Association rules.

9. Security Interest In Residual Payments. At any time that 'ISO' is receiving compensation from SERVICER, SERVICER, shall have a security interest in any such commission or residual owed by SERVICER, to 'ISO'. 'ISO' agrees that such amount of compensation may be offset, utilized and applied to the payment of any outstanding accounts receivable balance owed to SERVICER by ISO.

10. Indemnification. 'ISO' agrees to indemnify and hold SERVICER, its directors, officers and employees harmless from and against any and all actions, claims, demands, damages, losses, liabilities, judgments, fines, penalties and expenses, including without limitation, attorney fees and litigation costs, arising from or related to any (i) breach by 'ISO' of any warranty or the nonfulfillment of any obligation, undertaking, covenant or agreement on the part of 'ISO' under this Agreement, (ii) any claim by a third party relating to acts or omissions of 'ISO' or any of ISO's sales representatives in connection with the solicitation of Merchants, (iii) any intentional or negligent act taken by the 'ISO' against the interests of SERVICER, and, therefore, outside the scope of the independent contractor relationship hereunder, (iv) any misrepresentation and fraud arising out of

ISO's performance of its duties under this Agreement, (v) any breach of this Agreement, and (vi) any fine or penalty imposed upon SERVICER for which either is responsible if such fine or penalty is attributable to the conduct of 'ISO'.

SERVICERS, hereby agrees to indemnify and hold 'ISO' harmless from and against any and all damages, losses, deficiencies, actions, demands, judgments, costs and expenses (including reasonable attorneys' fees) of or against 'ISO' resulting from the nonfulfillment of any obligation, undertaking, covenant or agreement on the part of SERVICER, under this Agreement.

This agreement of indemnification shall survive the termination of the Agreement.

11. Confidential Information. 'ISO' acknowledges that all information, data and materials related to the products and services including but not limited to fees, rates, charges, sales data, operational procedures, memoranda, sales kits, customer lists of any kind represent confidential and proprietary information of SERVICER, ("Confidential Information"). However, no information shall be considered to be Confidential

Information that (i) is or becomes publicly known without the fault of 'ISO', (ii) is proven to have been known by 'ISO' prior to its disclosure to 'ISO' by SERVICER, or (iii) is independently disclosed to 'ISO' by a source other than SERVICER, without violation by such source of any obligation to SERVICER. 'ISO' agrees that it and its sales representatives shall treat all Confidential Information in an appropriate manner so as not to jeopardize its value to SERVICER. Disclosure of the Confidential Information is strictly forbidden by the 'ISO' in any capacity whatsoever, except to such an extent that it is necessary in fulfilling ISO's duties under this Agreement. The prohibitions of this section shall continue and survive the termination of this Agreement for a period of two (2) years from the date of such termination. In the event that any governmental agency or other party seeks to compel or require, through legal process, disclosure of any Confidential Information by 'ISO', 'ISO' shall provide SERVICER, with prompt notice of such fact so that SERVICER, may evaluate the matter and determine whether to seek to prevent such disclosure and/or waive compliance with this Paragraph.

12. Notices. Any notices or other communications required or permitted to be given pursuant to this Agreement shall be sufficient if hand delivered or sent by regular or certified mail, return receipt requested, or by Federal Express or other nationally recognized express delivery service, (postage or other commercial delivery fees prepaid), or by facsimile transmission (provided that transmission is confirmed), to SERVICER, at its address appearing on the first page hereof and to 'ISO' at the address appearing on the first page hereof or at such other address as a party may designate for such purpose by notice so given to the other party. Hand-delivered notices, notices sent by regular mail and notices sent by facsimile shall be deemed given and received when actually received. All other notices shall be deemed given and received on the date of the first attempted delivery as shown on the certified mail or delivery service receipt.

13. Nonassignment; Binding Effect. ISO's rights under this Agreement are personal to 'ISO' and this Agreement shall not be assigned, nor shall any performance hereunder be subcontracted or delegated by 'ISO' in any manner, without the express written consent of SERVICER. This Agreement shall be binding upon and inure to the benefit of the parties hereto, ISO's heirs, executors and legal representatives, and SERVICER's successors and assigns.

14. Nonliability of SERVICER. SERVICER, shall have no liability for any delay or other nonperformance under this Agreement attributable to any cause, whether or not foreseen or foreseeable, other than the willful conduct of SERVICER, including, but not limited to, the occurrence of a fire or act of God, a strike or work stoppage, supplier shutdown or delay, telecommunications or computer failures or interruptions, transportation failures or delays, or the inability to obtain labor at customary rates of compensation, compliance with any governmental order or any other matter in the nature of force majeure.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to their relationship and supersedes any inconsistent provisions of any business forms of either party hereto. All prior agreements, correspondence, discussions, negotiations and understandings of the parties pertaining to the subject matter hereof are merged herein, made a part hereof and superseded hereby.

16. Amendment and Waiver. No amendment, waiver or modification hereto or hereunder shall be valid unless made in writing and signed by the party to be charged therewith and 'ISO' hereby acknowledges that no officer or other employee of SERVICER has the authority to orally modify this Agreement. Waiver by either party of any particular default by the other party shall not affect or impair the nondefaulting party's rights with respect to any subsequent default by the other party of the same, similar, or different nature, nor shall any delay, forbearance, or omission of the nondefaulting party to exercise any power or right arising out of any breach or default by the other party of any of the terms, provisions, or covenants hereof affect or impair the nondefaulting party's right to exercise the same, nor shall such delay, forbearance or omission constitute a waiver by the nondefaulting party of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement pursuant to its terms above, prior to the expiration of its term.

17. Severability. The parties agree that, except as expressly provided to the contrary elsewhere herein, each provision of this Agreement shall be considered severable and shall be construed as independent of any other covenant and/or provision of this Agreement. If, for any reason, all or any part of any covenant, section, part, term and/or provision herein is held to be unreasonable and unenforceable or in conflict with any applicable law or regulation by a court or agency having valid jurisdiction, then (i) such determination by such court or agency shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and (ii) such invalid covenants, sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

18. Submission to Jurisdiction and Venue. In the event that either party commences any action or other proceeding at law or in equity against the other party, the courts located in the State of [State o' Governing Law] are to have exclusive jurisdiction over such action or other proceeding and venue for any such action or proceeding shall lie solely in the United States District Court for the District of the State of [State o' Governing Law] or in the Circuit Court of the State of [State o' Governing Law] County, the State of [State o' Governing Law] except and only to

the extent that the establishment of such exclusive venue is void under applicable law. The parties hereby waive any objection to the jurisdiction and venue of the courts described in the foregoing provisions of this Paragraph 19. As a consequence of any action, suit or proceeding brought under this Agreement, the prevailing party shall be entitled to its costs, expenses, and if law permits, its reasonable attorneys fees.

19. Governing Law and Equitable Relief. This Agreement and all questions arising hereunder in connection herewith, including the construction, interpretation and enforcement hereof and the respective rights, obligations and remedies of the parties hereto, shall be governed by and determined in accordance with the internal laws of the State of [State o' Governing Law], which laws shall prevail in the event of any conflict of law.

20. Limitation of Action: Company and/or Company's Transactee will have 60 (sixty) days from the transaction date to notify Company, in writing, of any discrepancies, errors or problems with a transaction processed. This will include but not limited to, errors in amounts, erroneous transactions, or other transactions processed. Company can telephone SERVICER, but by doing so will not preserve Company's rights. We will inform you of the results of our investigation within 30 (thirty) days and will correct any error promptly. If we need more time, we may take up to 45 (forty-five) days to investigate your complaint.

21. Counterparts. This Agreement may be executed in any number of counterparts, with the same effect as if the signatures thereto and hereto were on the same instrument, and all such counterparts, when so executed, shall constitute one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered, as of the respective dates set forth opposite their signatures below, one or more counterparts to this Agreement, which shall become effective as of the first date set forth above.

Company:

By:

Authorized Company Signature

Date: _____

Name:

Authorized Signer Printed Name

Title:

VeriCheck, Inc.
2344 Perimeter Park Dr
Atlanta, GA 30341
404-872-4585

By:

Authorized VeriCheck, Inc Signature

Date: _____

Name:

Authorized Signer Printed Name

Title:
