



Versatile
Merchant Solutions

Honest, affordable, reliable
payment processing solutions.

YOUR FUTURE AWAITS

At Versatile we believe in full disclosure and complete transparency with our business partners. That is why we provide preliminary training so you can be sure this program is a good fit for you before entering into an agreement with us.

To get started please complete this Agent
Enrollment Packet and return it to:

hr@vmspayments.com or Fax: 866-466-0403

Once we have received the packet we will generate your applications link and E-mail it to you. If you have any deals to submit prior to receiving your link please use www.vmspayments.com/getstarted

Questions? Contact Sales Support: 877-510-2265 Option 5

Versatile Merchant Solutions is a registered ISO/MSP for HSBC Bank, National Association, Buffalo, NY.
877-510-2265 www.vmspayments.com

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** (hereinafter "Agreement") is made this ____ day of _____, 20____, by and between VERSATILE MERCHANT SOLUTIONS, LLC. (hereinafter "VMS") and _____ (hereinafter referred to as "Independent Contractor" or, collectively, with VMS as the "Parties") based upon the following recitals:

RECITALS:

WHEREAS, VMS is a Limited Liability Company organized and existing under the laws of the State of Virginia with its principal place of business located at: 1229 Mall Drive, Richmond, Va. 23235. VMS is engaged in the business of, among other things, marketing various credit card processing products and services to merchants across the United States; and

WHEREAS, VMS has entered into agreements with credit card processors and sponsor banks (hereinafter "the Program") and promotes and markets, among other things, the MasterCard International, Inc. System ("MasterCard"), the VISA U.S.A. System ("VISA"), the American Express System ("American Express") and the Discover System ("Discover") (collectively or individually referred to as the "Bank Card System") to merchants and provides various other services in connection with the merchant accounts it generates; and

WHEREAS, under the aforesaid agreements, VMS solicits merchants and causes merchants to contract with VMS to provide credit card processing products and services to those merchants through VMS's credit card processor and sponsor bank; and

WHEREAS, Independent Contractor has its principal place of business located at _____; and

WHEREAS, Independent Contractor desires to perform marketing services for VMS, including soliciting merchants and causing merchants to contract with VMS to provide credit card processing services to those merchants through VMS's credit card processor and sponsor bank.

NOW THEREFORE, in consideration of the mutual promises and commitments contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Obligations of Independent Contractor. On a non-exclusive basis, Independent Contractor will use his/her best efforts to solicit prospective merchants to execute merchant

agreements with VMS. Independent Contractor agrees not to market and sale credit card processing services to merchants for, or on behalf of, any other companies engaged in businesses similar to that of VMS. In addition, it is agreed that:

(a) Any and all promotional materials disseminated and/or published by Independent Contractor must be approved by VMS in advance of Independent Contractor's dissemination of the materials.

(b) Independent Contractor covenants and agrees not to market and sell the VMS Program and/or the credit card processing services offered by VMS to merchants engaged in a business that violates federal, state or local laws. Further, Independent Contractor agrees not to submit any applications to VMS, which are incomplete or misleading in any manner.

(c) Independent Contractor further agrees to complete and submit to VMS a registration application setting forth Independent Contractor's full name, current address, social security number, date of birth, telephone and facsimile numbers and email address (hereinafter a "Registration Application"). Independent Contractor understands and agrees that, under this Agreement, only he/she may solicit prospective merchants to execute merchant agreements with VMS (hereinafter the "Services"). Under no circumstances, may Independent Contractor contract with any other person to perform those Services for or on behalf of Independent Contractor. Independent Contractor understands and agrees that any person whom Independent Contractor desires to provide assistance to him/her in performing the aforesaid Services must execute an Independent Contractor Agreement with VMS and submit a Registration Application to VMS.

2. Additional Terms.

2.1 This Agreement is made subject to the Rules promulgated by VMS, VMS's processor and sponsor bank and the Bank Card System (hereinafter the "Rules"). Independent Contractor acknowledges that he/she has received and understands those Rules and agrees to be bound by all applicable Rules, including, but not limited to, the Rules pertaining to member service providers and independent sales organizations. Independent Contractor acknowledges that VMS may refuse to contract with or may terminate an existing contract with any merchant, which fails to comply with the VMS Program, the Bank Card System and/or the Rules.

2.2 Independent Contractor authorizes VMS's processor to investigate individual credit bureau and criminal background reports on each of Independent Contractor's principals and Sales Persons which shall include any persons individually or collectively directly or indirectly owning 10% or more of Independent Contractor, any officer or director of Independent Contractor, and any person actively participating in the control of Independent Contractor's business

3. Expenses and Compensation.

3.1 Independent Contractor shall be responsible for payment of all expenses relating to its performance of this Agreement. Versatile Merchant Solutions shall have no obligation whatsoever to reimburse Independent Contractor for any expenses incurred by Independent Contractor in connection with this agreement.

3.2 VMS agrees to pay Independent Contractor a commission based upon the attached Schedule A.

4. Term of Agreement, Renewal and Termination

4.1 The initial term of this Agreement shall be one (1) year. Thereafter, this Agreement shall be automatically renewed for successive one-year periods, unless terminated by VMS. Termination shall be effective immediately upon notice being given by VMS to Independent Contractor.

4.2 VMS or Independent Contractor may be terminated at any time by either party with or without cause or notice.

4.3 This Agreement shall terminate immediately upon the occurrence of any one (1) of the following:

- (a) Termination of VMS, its processor and/or its sponsor bank of operations;
- (b) Independent Contractor's conviction of a crime.
- (c) VMS becoming aware of information that Independent Contractor or its representatives are employed in practices that involve elements of criminal activity, fraud or conduct that may be deemed to be potentially injurious to VMS, VMS and/or its processor and sponsor bank and/or the credit card associations referenced above.
- (d) Independent Contractor (i) becomes insolvent; (ii) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (iii) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment or composition for the benefit of creditors.

4.4 Upon termination of this Agreement, Independent Contractor shall return all equipment and marketing materials provided to it by VMS and discontinue and shall no longer use any promotional materials identifying VMS, VMS and/or its processor and sponsor bank, or containing any trade name, trademark, service mark, or logotype associated with bank cards (hereinafter the "Marks").

4.5 Independent Contractor acknowledges and agrees that MasterCard, VISA, American Express and Discover are the owners of their respective Marks. Independent Contractor agrees that he/she shall not contest the ownership of any Mark. If Independent Contractor breaches any of the Rules, VMS and/or VMS may immediately and without advance notice prohibit Independent Contractor from performing any service or activity relating to the use of the Marks and the operation of the Programs.

5. Certain Post-Termination Rights. No termination of this Agreement affects any merchant agreement that is in effect as of the time of termination of this Agreement, and Independent Contractor may not solicit any merchant to breach an agreement currently in force with VMS for any reason after the termination of this Agreement. So long as Independent Contractor is not in default of this Agreement and has not been terminated on account of fraudulent activity or gross negligence, no termination of this Agreement will affect the residual payments due Independent Contractor for the period of time to be calculated pursuant to paragraph 5.1 of this Agreement, provided that VMS receives income in connection with the credit card processing that is the subject of the Independent Contractor Merchants.

5.1 Compensation Post Termination. In the event this Agreement is terminated, Independent Contractor shall receive no further compensation in accordance with this agreement.

6. Relationship of the Parties. This Agreement does not create a relationship of that of principal and VMS. Except as otherwise expressly provided in this Agreement, no party is to be considered to be the Legal Agent or legal representative of the other. It is expressly agreed to and understood that VMS and Independent Contractor are, in all respects, independent parties to a contract. For all intents and purposes, the relationship created hereunder is an independent contractor relationship. The Parties 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 VMS does not exercise supervision or control over Independent Contractor other than as set forth in this Agreement. Independent Contractor is not entitled to workers' compensation insurance, unemployment compensation insurance, pension or profit sharing or other benefits or rights of any kind or nature. Nothing in this Agreement or the course of dealing of the Parties shall be construed to constitute the Parties hereto as partners, joint venturers or as VMSs or employees of one another or as authorizing either Party to obligate the other in any manner. Independent Contractor shall not attempt to (1) bind VMS and/or VMS to any contract or agreement, (2) incur any obligation on behalf of VMS and/or VMS, (3) release, assign or transfer any agreement, claim, security or any other asset of VMS and/or VMS, (4) borrow or lend any money in the name of VMS and/or VMS, or (5) submit to any claim or liability related to merchant agreements or allow judgment to be taken or confessed against VMS and/or VMS.

7. Indemnification.

(a) Independent Contractor agrees to indemnify, defend, and hold harmless VMS, its employees, and VMSs from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) any failure by Independent Contractor or any employee, Sales Person, or VMS of VMS to comply with the terms of this Agreement; (ii) any warranty or representation made by Independent Contractor to VMS being false or misleading; or (iii) any representation or warranty made by Independent Contractor or any employee or VMS of Independent Contractor to any third person other than as specifically authorized by this Agreement.

(b) VMS agrees to indemnify, defend and hold harmless Independent Contractor, its employees and VMSs from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of any failure by VMS or any employee or designated VMS to comply with the terms of this Agreement. VMS shall have no liability to provide indemnification hereunder to the extent any loss; liability, damage, penalty or expense (including attorneys' fees and cost of defense) is caused or contributed to by Independent Contractor or any employee or VMS of Independent Contractor.

(c) Each party shall promptly notify the other of any claim or threat of claim of which such party becomes aware and that may give rise to a request for indemnification under this section 7.

8. Amendments. No provision of this Agreement, may be amended, modified, or waived except by a written agreement signed by VMS and Independent Contractor.

9. Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver or, or excuse of any different or subsequent breach.

10. Confidentiality.

9.1 The Parties expressly acknowledge that the data and other information to which the Parties and their employees and VMSs have access in connection with the negotiation, performance and administration of this Agreement have commercial value and are proprietary to the respective Parties and the Merchants. The Parties each agree that it will not use for its own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of the other (including without limitation the terms of this Agreement), and that each party will safeguard such information and data by using the same degree of care and discretion that it uses to protect its own confidential information. All information relating to Merchants is the confidential Information. No party will be obligated to maintain the confidentiality of information: i) if it is required to reveal in performing its obligations under this Agreement or under a third party contract, ii) that is or

becomes within the public domain through no act of the disclosing party in breach of this Agreement, iii) was in the possession of the disclosing party prior to its disclosure under this Agreement, and the disclosing party can prove that, iv) received from another source that has no restriction on use or disclosure, or v) is required to be disclosed by state or federal law.

11. Non-Competition Agreement. During the term of this Agreement and for a period of twelve (12) months after this Agreement is terminated, Independent Contractor agrees not to engage in any business substantially similar to that of VMS and/or VMS and/or attempt to clone or model VMS's technology and proprietary system, including its application and approval systems, risk management, customer service and settlement procedures. Further, Independent Contractor agrees not to attempt to transact any business with any of VMS's and/or VMS's financial institutions, credit card processors, business contacts, contractual privies, partners, customers, investors, contractors, affiliates, principals, and/or any other affiliates enrolled in similar businesses, or engage in any business substantially similar to VMS and/or VMS. Without Versatile Merchant Solutions, LLC's prior written consent, Independent Contractor shall not cause or permit (a) to solicit or provide services to any Merchant; (b) to solicit or otherwise cause any Merchant to terminate its participation in the Merchant Program; or (c) to solicit or market services to any merchant that is already directly or indirectly provided Merchant Card Services by Versatile Merchant Solutions LLC., whether or not such are provided under the terms of this Agreement. This section shall survive for a period of five (5) years following any termination of this Agreement. Independent Contractor agrees that the terms of the aforesaid covenant are reasonable and understands that due to the competitive nature of the business and the need for confidentiality and non-competition, this covenant is necessitated.

12. Notices. All notices, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered by hand, (b) sent by facsimile (with receipt confirmed), or (c) when received by the addressee, if sent by Express Mail, Federal Express or other express delivery service (receipt requested), to each at the appropriate addresses, set forth below (or to such other addresses, facsimile numbers as a party may designate by notice to the other party):

(a) If to VMS:

Address: 1229 Mall Dr. Richmond, Va. 23235

Telephone No: 8048971260

Telecopier No: 8664660403

Attention: George Brauburger

(b) If to Independent Contractor:

Address:

Telephone No:

Telecopier No:

Attention:

13. **Severability.** The invalidity of any paragraph or subparagraph hereof shall not affect the validity of any other paragraph or subparagraph hereof.

14. **Section Headings.** The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation of this Agreement.

15. **Entire Agreement, Governing Law, Jurisdiction Venue and Attorney's Fees.**
This Agreement embodies the entire understanding and agreement of the Parties with respect to the subject matter hereof. Jurisdiction and venue for any claim or cause of action arising under this Agreement shall be exclusively in the state courts of Virginia located in the County of Chesterfield in which case this Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. If either Party is determined to have breached this Agreement then the non-defaulting party shall be entitled to recover expenses incurred in enforcing the provisions of this Agreement, including reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, this **INDEPENDENT CONTRACTOR AGREEMENT** is executed this ____ day of _____, _____, by VMS and _____.

VMS: Versatile Merchant Solutions, LLC.

Signature: _____

Print Name: _____

Title: _____

INDEPENDENT CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____



Schedule A

VMS will pay an **Up-Front Bonus** of 1.5% of the average monthly card volume up to \$1000 for each new approved merchant account generated by the Independent contractor. Furthermore, VMS will split the monthly profit generated by the account with the Independent Contractor and its Agents 50/50.

VMS will also pay out a bonus or 3% of the amount funded on all Cash Advances!

Program requirements:

1. Independent Contractor will receive a bonus equal to 1.5% of the merchant's first 30 days of actual Visa, MasterCard, & Discover processing volume. A previous processing statement, no more than three months old, must be submitted with the merchant account application. American Express & Pin Debit excluded.
2. The Upfront Bonus applies only to Merchant Accounts and free tablet Placements. Phone Swipe Mobile Phone Processing, Check Services, Gift Cards, Cash Advance, wireless terminals, and any other ancillary products are excluded from the Up-Front Bonus Program unless by promotion.
3. All Bonuses will be paid out each Thursday for all accounts activated during the previous seven day period.
4. Standard VMS Pricing, available on the gent resource site, applies. Use Bonus calculator if price drop is required for an interchange plus merchant.
5. Account activation is defined as the merchant successfully processing at least \$300 in Visa, MasterCard, & Discover. American Express & Pin Debit excluded.
6. VMS will recover the Up-Front bonus if the merchant account is closed or ACH rejects within 12 months from the date of activation.
7. Monthly revenue will be paid on the first Thursday of each month for the account activity in the month prior to the previous month. Due to the complex nature of the cost structure, independent Contractor agrees to accept the valuation provided by VMS regarding the account profitability.
8. VMS reserves the right to decline any merchant account application as it sees fit to reduce unnecessary risk to the company and its sponsor bank(s).
9. Existing Versatile Merchant Solutions & Affiliate accounts are not eligible.

Accepted By:

Print: _____

Sign: _____ Date: _____

E-mail: _____



Signing Bonus & Marketing Materials

VMS will pay new Account Executives the following signing bonus for the first 30 activated Merchant Accounts.

Earn an additional \$3,000.00 on your first 30 deals!

- 30 approved Merchant Accounts in first 90 days after the date of your first approved Merchant account = \$3,000.00 Bonus

Program requirements:

1. *Standard VMS Pricing applies.*
2. *Payment to Independent Contractor will be made after all 30 accounts have Activated*
3. *Account activation is defined as the merchant successfully processing a batch of at least \$300 in Visa, MasterCard, & Discover. American Express & Pin Debit excluded.*
4. *VMS will recover the Signing Bonus on a per merchant basis if the merchant account is closed or ACH rejects within 12 months from the date of activation.*
5. *VMS reserves the right to decline any merchant account application as it sees fit to reduce unnecessary risk to the company and its sponsor bank(s).*
6. *Existing Versatile Merchant Solutions and affiliate accounts are not eligible*

Marketing Materials:

- *Get 500 Business cards once you have 5 approved accounts.*
- *Get 1000 more Business Cards & 2 vehicle decal magnets once you have 30 approved accounts.*



ACH AUTHORIZATION FORM

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

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

Return this copy to: Versatile Merchant Solutions, LLC.. attn: Finance Department at fax: 866-466-0403

Authorization Form Instructions

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

New ACH enrollment:

For all agents registering for the first time to use ACH

Change bank information:

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

Terminate ACH authorization:

Used if you want to stop sending/receiving ACH payments from Versatile Merchant Solutions, LLC.

Bank Account Number:

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

Routing and Transit Number:

The 9-digit routing transit number of your financial institution

Requested Effective Date:

Date when you would like to start/stop ACH activity

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

Attach your voided check here

Note: Only one bank account is permitted per enrollment



Sales Partner Profile & Questionnaire

Sales Partner Name: _____

Type of Business: Agent Sole Prop. Partnership Corp. LLC

Tax ID: _____ SS#: _____

Name of Principal(s): _____

Name of Principal(s): _____

Business Address: _____

☐ Check this box if the above address is NOT physical location (example: UPS mailbox)

Phone: _____ Fax: _____

Mobile: _____ Pager: _____

Email: _____ Website: _____

Would you like VMS to provide your contact information if merchant is requesting:

- Additional Equipment:	YES	NO
- Additional MID # (s):	YES	NO
- Major changes that require new MID# (s):	YES	NO
- Pricing Review Requests	YES	NO
- Misc. questions and/or merchant is requesting your contact info:	YES	NO

(If this section is not completed, no contact information will be released to the merchant)

Personal Contact Information:

Home Address: _____

Home Phone: _____

The following information is held confidential, but is required:

Last Employer Name: _____

Address: _____

Phone: _____

Contact: _____

Reference Name: _____ Phone: _____

Previous Processor: _____ Years in Industry: _____

Projected Number of Merchant Applications per Month:

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6



Sales Partner Compliance

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

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

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

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

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

"All merchant accounts are referred to and processing services provided by Versatile Merchant Solutions, a registered ISO/MSP of HSBC Bank USA, National Association, Buffalo, NY"

The endorsement statement must be included per the following:

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

Website Compliance



Please note that in order to help all of our sales representatives maintain compliance with the Visa/MasterCard regulations regarding the advertisement of card processing services on the Internet, Versatile Merchant Solutions strongly suggests that you follow the guidelines below.

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

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

"All merchant accounts are referred to and processing services provided by Versatile Merchant Solutions, a registered ISO/MSP of HSBC Bank USA, National Association, Buffalo, NY"

- Credit card logos cannot appear on your website unless you accept those credit cards as a form of payment and may not appear on any page advertising for merchant processing services unless the above requirement is met.

Stationery, Promotional Products and Business Card Compliance

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

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

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

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

ADAD's are regulated federally for calls to consumers. However, there are no federal restrictions on their use for commercial calls. Furthermore, many states have enacted regulatory frameworks which seek both to protect residents (often businesses and consumers) from the annoyance of ADAD calls and to prevent ADAD-generated calls from impeding telephone service.

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



Automated Dialer and Announcing Device (ADAD) Compliance

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

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

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

Fax Advertising Compliance

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



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

Email Solicitation Compliance

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

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

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

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

Agent Merchant Accounts

It is a policy of Versatile Merchant Solutions not to provide a merchant account to bill for any Bankcard related goods or services.

Social Media Policy

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

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



Independent Sales Representative

CODE OF ETHICS

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

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

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

Signature

Print Name

Date

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-				-				
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Employer identification number

				-								
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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 ▶

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.



AUTHORIZATION For BACKGROUND INVESTIGATION/

AGENT CREDIT REPORT

An Investigation Report, Background Investigation, and/or Consumer Credit Report may be made in connection with the application for registration. With this form the applicant authorizes Versatile Merchant Solutions (VMS), their authorized Agent, or any credit bureau or credit reporting agency contracted by VMS or any representatives of VMS, to investigate the references given to VMS by applicant and to access the file of any credit reporting agency.

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

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

Print Full Name: _____

Print Maiden Name or Other Names Used: _____

Residential Address: _____

City: _____ State: _____ Zip Code: _____

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

Social Security Number: ____ - ____ - ____

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

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

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

PLEASE PROVIDE COPY OF DRIVER LICENSE BELOW:

Initial(s) _____