



United States Bankcard Service LLC.
 5716 Corsa Avenue, Suite 208
 Westlake Village, CA 91362
 www.myincomeadvantage.com

REPRESENTATIVE APPLICATION

(Fax Completed Application to 800-344-3495)

Sponsor Name:	Sponsor Bank ID:
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REPRESENTATIVE CONTACT INFORMATION

First Name:	Last Name:
Email Address:	
Home Phone:	Cell Phone:
Fax Number:	Social or Tax ID #:

****NOTE: The below information will be used to send correspondence to you, including your residual check****

REPRESENTATIVE MAILING INFORMATION

Street:	Suite or Appt:	
City:	State:	Zip:

REPRESENTATIVE PROFILE INFORMATION

Desired Residual Income:	Current Occupation:
Are you 18 or Older:	Are You A Citizen Of The United States:
How Did You Hear About Us:	

“Lifetime Residual Income”

Representative shall receive monthly residual income, payable to Representative for the life of an account that Company is deriving revenue.

Representative Compensation – Representative shall be paid 20% of the total processing fee received by Company from every merchant that Representative signs-up for as long as that merchant continues to use Company as their processor and or Company is receiving compensation. This means that for every transaction that your merchant processes, you (The Representative) will earn 20% of the Companies total processing income.

Representative Sub Rep Compensation Over Ride – Representative shall be paid and additional 10% of the same total processing income received by Company from every Sub Rep sponsored account. Once Representative has signed up 5 approved accounts, Representative can sponsor 5 new Representatives (Your Sub Reps). Every account he or she (Your Sub Rep) signs up, you will earn 10% of the total processing income. Once you have sign up 10 accounts, you can recruit 5 additional Sub Reps totaling 10. You can sponsor five additional Sub Reps at each interval of 15, 20, and 25 accounts that you sign up. Once you reach 30 accounts, the sky's the limit! You can start to recruit and sponsor an unlimited number of new Sub Reps, earning 10% of all total residual income on every account they bring in!

“Confidentiality Agreement”

Confidential Information - Representative hereby acknowledges and agrees that certain items of information currently in the possession of the Company or later to come into the possession of the Company constitutes or shall constitute valuable trade secrets and/or proprietary business information of Company. Such items of information, which are hereinafter collectively referred to as “Confidential Information”, shall include, but are not limited to, the following: All customer data, marketing material, names numbers and other information related to prospects, merchant representatives sub reps, business structure, business plans, marketing information, cost analysis, cost analysis format, methods of training and information related to training, style of doing business, commission structure and templates of information that are created in any computer software program by or for Company, and other information relating to Company's business. By signing below I have read understand and agree to the Terms & Conditions contained in this Representative Agreement.

SIGNATURE

Signature:	
X	
Print Name:	Date:

Company and "Representative" (Independent Sales Representative) ("ISR"), in consideration of the mutual covenants and agreements set forth herein, including, without limitation, the terms, and conditions, or the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION I – ISR PROGRAM

1.1 Appointment of ISR - Company hereby appoints ISR, as a marketing and sales representative of Company for the purpose of soliciting prospective merchants to make application to various member banks for merchant agreements, to solicit the sale of point of sale equipment and merchant account services on behalf of Company as more specifically set forth herein. Company appoints ISR on an exclusive basis and ISR accepts such appointment. ISR shall utilize its best efforts in the performance of its obligation hereunder, and shall at all times hereunder conduct himself in a reputable manner and in full compliance with all applicable laws, rules, regulations, decisions and order, including any and all applicable rules and regulations of Visa and MasterCard which the Company shall provide.

1.2 Marketing Materials - ISR shall use only those marketing and promotional materials that have received prior written approval from the Company. ISR must utilize the United States Bankcard Service name, logo, and bank disclosure on any marketing material used with Card Association trademark, including but not limited to business cards, letterhead or stationery when soliciting Merchants on behalf of Company. ISR may not present itself to prospective Merchants under any trade name other than United States Bankcard Service.

1.3 Acceptable Merchants - ISR shall market the Merchant Program only to bona fide and lawful businesses and in accordance with the United States Bankcard Service credit policy manual which will be provided upon execution of this agreement. ISR shall promptly notify Company in writing of any adverse information that ISR receives relating to a Merchant, including but not limited to information regarding a Merchant's financial condition, use of Cards for any purpose other than payment for the bona fide sale of goods and services, changes in Merchant's method of doing business or types of goods or services or information that would have a material effect on Merchant's ability to conform to the terms of its Merchant Agreement

1.4 Approval of Merchant Agreements - ISR acknowledges that all Merchant Agreements must be approved by Company and/or Member Bank, at their sole discretion, and will become effective only upon such approval. Therefore, ISR will not make any promise to or create any impression with a prospective Merchant that its Merchant Agreement will be approved prior to Member Bank's review and approval. Further, ISR acknowledges that all aspects of the Merchant Program are subject to the management and approval of Company and/or Member Bank, and ISR shall make no representations to the contrary.

1.5 Compliance with policies and procedures - ISR agrees to comply with Company and the Member Bank's policies and procedures and with Rules. ISR agrees that Company, Member Bank, the Card Associations and any federal or state regulatory agency having jurisdiction over Member Bank or Company may, from time to time, amend their Rules, policies and procedures. The Company will provide the ISR with updates and information in a timely fashion for compliance purposes. ISR agrees to accept and abide by all such amendments within (10) days after receipt of such revisions (or immediately if amendments to Rules require immediate compliance).

1.6 Names and Trademarks - Neither party will use the other's name or trademarks in any promotional or marketing materials without prior written consent. Company grants to ISR a limited, non-exclusive license to use the name "United States Bankcard Service" and to use the Company trademark when conducting business on behalf of Company under this Agreement. Until and unless ISR is registered as an MSP and Agent with the Card Associations, all telephone lines devoted exclusively to company business must be answered "United States Bankcard Service." The ISR shall identify himself in correspondence with Merchants as United States Bankcard Service. The parties understand and agree that this Agreement does not confer, and neither party shall obtain, any other right to either party's name or trademarks by virtue of such use.

1.7 Relationship of Parties - The parties acknowledge and agree that their respective relationship with one another is solely that of an independent contractor and nothing herein shall be construed to constitute a relationship between Company and ISR as employer/employee, partners, joint ventures or otherwise. No party shall have any power, right or authority, express or implied, to represent act or otherwise create or assume any other obligation on behalf of, or binding upon, any party hereto.

1.8 ISR Expense - It is further understood and agreed that ISR is solely responsible for paying (and Company has no responsibility whatsoever) for any ISR's expenses including, but not limited to travel, entertainment, office expenses, dues and subscriptions, telephone, education, licenses and/or computers. ISR shall receive no fringe benefits, no insurance benefits, no disability income, no vacation pay, no holiday pay, no sick pay, no expense reimbursement, no profit sharing or pension retirement plan contribution or any other fringe benefits intended for the Company's employees.

1.9 Non-Solicitation of Merchants - ISR shall not cause or permit any of its employees, agents, principals, affiliates, subsidiaries, sales persons or any other person or entity to (a) solicit or otherwise cause any Merchant to terminate its participation in the United States Bankcard Service Merchant Program; or (b) to solicit or market services to any Merchant that is already directly or indirectly provided Merchant Card Services by United States Bankcard Service, whether or not such are provided under the terms of this Agreement. This Section shall survive for a period of 5 years following any termination of this Agreement.

SECTION II – COMPENSATION AND EXPENSES

2.1 Compensation to ISR - ISR shall receive monthly residual income, payable to ISR for the life of an account that Company is deriving revenue. Merchants signed by ISR must remain in compliance with the merchant service agreement and the provisions of section 1.3 and the monthly compensation payments to ISR must exceed Fifty Dollars (\$50.00) per month. Not later than (45) days following each month for which compensation is due to ISR hereunder, Company will pay to ISR an amount equal to such compensation as is determined by this application hereto and incorporated herein for all purposes. ISR calculated compensation hereunder will be funded by crediting an account maintained by ISR or delivered with a check via the U.S. Postal service for that purpose.

2.2 Financial Reporting - The Company will provide the ISR with timely deliverance of 1099 statements for tax purposes and will, upon written request by the ISR, provide accounting statements that are available to Company for reviewing detailed merchant account processing fees should an ISR payment question or discrepancy occur.

2.3 Compensation to ISR Following Termination - Company shall continue to pay ISR for as long as Company is deriving revenue from any merchant unless the Company has terminated this agreement for cause as described in 4.2 below.

2.4 Financial Loss - In the event Company suffers any loss, liability or damage relating to the fraudulent activity of an ISR in connection with the Merchant Program, Company may withhold amounts due to ISR under this Agreement until Company has fully recovered the amount of such loss including any and all legal fees. In the event an ISR submits an account that generates a negative monthly residual pass-through rights will apply, the negative residual will be calculated at the same rate as the Schedule A attached, and passed-through to ISR and Company at that rate. In the event a negative residual is incurred ISR has the right to submit a price adjustment form to be reviewed and approved by Company.

SECTION IV – TERM, TERMINATION, NOTICE AND SURVIVABILITY

3.1 Term - The initial term of this Agreement shall be for a period of 1 year, commencing on the Effective Date. This Agreement shall be automatically renewed for additional terms of 1 year each unless either party notifies the other no later than 30 days prior to the end of the current term that it does not wish to renew this Agreement.

3.2 Termination - This Agreement may be terminated at any time as follows: (a) Voluntary Termination: This agreement may be terminated without cause or prejudice by either party immediately upon receipt of written notice. All payments due to the ISR will continue and apply as per sections 2.1 and 2.3. (b) Termination for Cause: If the ISR commits a breach of this agreement the company shall provide written notice of such breach to ISR requiring the same to be cured within 30 days from the date of receipt of the notice. If the breach is not cured in said time period the company may terminate this agreement, in which event the ISR will not be entitled to payments as described per section 2.1. (c) Either party may terminate this Agreement if the other party (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.

3.3 Regulatory Demand - If Visa, MasterCard or any federal or state regulatory agency having jurisdiction over the subject matter of this Agreement makes a demand that either Company or Member Bank discontinue or substantially modify the Merchant Program, either party in its sole discretion may terminate this Agreement upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination. ISR shall be entitled to continue to receive compensation as provided in Section 2.1 unless prohibited by the entity making the demand for discontinuance or modification.

3.4 Sale or Merger - Company may at any time sell or merge its business or Merchant portfolio, in the event Company chooses to exercise this option, if ISR is in good standing, they may either continue to be paid compensation by the successor company or they can be paid a one time buy out to be negotiated at the time of the buy out.

3.5 Notices - All notices and communications pursuant to this agreement shall be in writing addressed to the parties and the addresses as listed on page 1 of this Representative agreement. It is the responsibility of each party to notify the other of any updated address information within 30 days of change. All such notices shall be made via first class mail and deemed to be received five (5) days after deposit in the United States mail, first class postage prepaid. If notice is sent via facsimile it shall be deemed received on the date of dispatch if the sender has evidence of receipt. Additionally, both parties agree that they authorize each other to send and receive various facsimile communications during the term of this agreement. This permission and authorization will survive this agreement indefinitely for communications relevant to the business.

3.6 Survivability - The following sections of this agreement shall survive termination for any reason: 1.9, 2.1, 2.3, 3.2, 4.2, 5.1, 5.2, and 5.3

SECTION V – INDEMNIFICATION, INTEGRATION AND ARBITRATION

4.1 Indemnification - (a) ISR agrees to indemnify, defend, and hold harmless Company, its employees, agents and Member Banks 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 ISR or any employees, Sales Person, or agent of ISR to comply with the terms of this Agreement; (ii) any warranty or representation made by ISR to Company being false or misleading; or (iii) any representation or warranty made by ISR or any employee, sales person or agent of ISR to any third person other than as specifically authorized by this Agreement. (b) Company agrees to indemnify, defend and hold harmless ISR, its employees and agents 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 Company or any employee or designated agent to comply with the terms of this Agreement. Company shall have no liability to provide indemnification hereunder to the extent of any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) is caused or contributed to by ISR or any employee of ISR. (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.

4.2 Arbitration - Under which both Company and ISR agree by supplying written notification that in the event a dispute involving monetary loss occurs the dispute between them arising under this agreement may be resolved by arbitration in accordance with the rules of the American Arbitration Association. The tribunal shall convene in Ventura County California. Each party may select one arbitrator and the two selected shall appoint a third. The decision shall be by majority decision and the tribunal shall award the prevailing party legal fees and costs.

4.3 Entire Agreement; Binding Effect - This Agreement, including all schedules, exhibits and attachments, embodies the entire understanding and agreement of the parties with respect to its subject matter. This Agreement shall be binding upon and shall insure only to the benefit of the parties and their respective successors and authorized assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer any rights or remedies upon any persons or entities not parties to this Agreement.

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	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
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. 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:

- 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**
- 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**
- I am a U.S. person (including a U.S. resident alien).

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 ▶
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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.

U.S. person. 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 that specifies the following five items:

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