



TRES CONNECT INC.

Sales Representative Registration

Office/Mgr's Name _____ Referred by: _____

Last Name _____ First Name _____ Date of Hire _____

Rep Home Address _____ City _____ State _____ Zip _____

Home Phone _____ Office Phone _____ Cell Phone _____

Fax _____ Email _____

ETHICS AND DISCLOSURE STATEMENT

As a sales professional under the registration of TresCo, you are required to maintain the highest ethical standards professional conduct at all times. We recognize the need to provide you with consistent guidelines to achieve this goal; therefore, the following Ethics and Disclosure Statement has been formulated. Signing this statement signifies acceptance and adherence, and is a condition of participation in the TresCo program.

1. I will maintain the highest standards of professionalism and will comply with TresCo company policy at all times.
2. I understand and agree that all advertising and marketing materials must receive prior approval according to Card Association, bank and company policies.
3. I will adhere to simple truth and integrity and will not engage in any misleading or deceptive sales practices.
4. I will provide sound professional advice in all sales presentations and sales calls and will remain knowledgeable of industry services.
5. I will conduct due diligence and complete all sales inspections truthfully. I will accurately report the nature of any business in which a prospective customer is engaged. I will promptly report to my appropriate manager or to the appropriate person at the corporate office, any notice which I may receive of any change in any customer's business which may expose the company to financial risk or if said business would be out of compliance with stated policies.
6. I will quote all rates and charges consistent with TresCo's rate guidelines and I will not quote rates for other card types that I am not specifically registered to market.
7. I will not accept any payment in cash from customers or prospective customers and I will assure that all forms of payment are properly made out to the company and not to me personally.
8. I acknowledge that any relationship with TresCo may allow me access to confidential information, including but not limited to: financial information such as TresCo's earnings, assets, debts, pricing structure, sales and other financial data; supply and service information, such as suppliers' names

and addresses, terms of suppliers service contracts or transactions, or related information regarding potential suppliers, bankcard transaction processors, and related financial institutions; marketing information, such as details of ongoing or proposed marketing programs, agreements by or on behalf of TresCo, sales forecasts and sales results; and, customer information, such as proposals, agreements, credit and account status of past, existing, and prospective customers, including but not limited to names and addresses of merchant customers. For the purposes of this agreement, the above information shall be known collectively as the Trade Secrets.

9. I recognize that my relationship with TresCo with respect to the Trade Secrets is one of confidence, both during and after the relationship, and thus agree to not disclose, discuss, communicate or transmit any information to any third parties, or make any unauthorized copy or use information in any capacity, position or business unrelated to that of TresCo. I will take all reasonable actions to prevent the unauthorized use of or disclosure of Trade Secrets, to protect TresCo's interest in said Trade Secrets; and, for a period of sixty (60) months after the termination of my relationship with TresCo, will refrain from soliciting the business of, or otherwise conducting business with any customer, supplier, or bankcard transaction processor of TresCo anywhere in the United States of America.

10. I authorize TresCo to conduct any criminal background checks or access my personal and business financial reports prior to approving this agreement, as well as at various points deemed necessary by TresCo to assure ongoing compliance with the agreement.

I hereby certify that the above information is accurate, complete and binding, and subject to TresCo acceptance. I have attached a copy of both my Social Security card and a U.S. Government issued photo I.D. such as a driver's license or passport.

Accepted
by:

Sales Agent Signature

Approved
by:

Manager's Signature



TRES CONNECT INC.
Independent Sales Contractor Agreement

THIS INDEPENDENT SALES CONTRACTOR AGREEMENT (this “Agreement”) is entered into as of _____, 20____ (the “Effective Date”), between Tres Connect Inc., a Florida Company (“TresCo”),

and
_____, a _____ (entity type) (hereinafter “ISC”).

RECITALS:

WHEREAS, TresCo is in the business of, among other things, promoting, marketing and selling various payment processing products and services (collectively, the “Services”) directly to merchants that accept credit and/or debit cards as payment for goods and services; and

WHEREAS, ISC desires to solicit and refer merchants to TresCo for such Services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions below, the parties agree as follows:

SECTION I – DEFINITIONS

Except as otherwise indicated, and unless the context otherwise clearly requires, the following terms shall have the following meanings in this Agreement:

- (a) “ISC Employee” means any officer, owner, director, stakeholder, employee, agent, representative, or independent subcontractor of ISC or its affiliates or other entity acting on behalf of ISC or its affiliates.
- (b) “Laws” means any and all applicable federal, state or local laws, regulations, and orders (whether by government agency or courts of competent jurisdiction).
- (c) “MasterCard” means MasterCard International, Inc., and any successor organization.
- (d) “Member Bank” means that Visa/MasterCard member financial institution that is a party to a Merchant Agreement..
- (e) “Merchant” means any person or entity that enters into a merchant agreement or other agreement with TresCo, SignaPay and/or Member Bank as a result of ISC’s activities under this Agreement.

(f) “Merchant Program” means the operations, policies and procedures of TresCo/ SignaPay for promoting, marketing and selling the Services.

(g) “Program Standards” means the policies and procedures established from time to time by TresCo, SignaPay or Member Bank to govern the Merchant Program, including the acceptance of prospective Merchants for the provision of Services.

(h) “Rules” means the written operating rules and regulations of Visa and MasterCard, as amended from time to time.

(i) “Visa” means Visa U.S.A., Inc., and any successor organization.

SECTION II- PROGRAM MARKETING

2.1 Duties to Market Services. ISC agrees, on a non-exclusive basis, to diligently promote the Services and will encourage all prospective Merchants that comply with the Program Standards to become Merchants. ISC will assist potential Merchants in completing all documentation required for application to the Merchant Program. ISC will obtain and verify all information and documentation required by the Program Standards and any other information and documentation that TresCo, SignaPay or Member Bank may reasonably require.

2.2 Program Standards. ISC shall consistently apply the Program Standards to evaluate and ascertain all prospective Merchants. ISC acknowledges that TresCo, SignaPay or Member Bank may, at any time, and from time to time, amend or otherwise change such standards. ISC hereby agrees to accept and thereafter abide by all such amendments and changes.

2.3 Merchant Agreements; Approval of Merchant Agreements. ISC shall use only the then current form merchant agreement or other agreement that has been provided by TresCo, SignaPay for ISC’s use with the Merchant Program. ISC shall not make any changes or modifications to any such merchant agreement or other agreement without the prior written consent of TresCo. ISC will not make any representation to or create any impression for a prospective Merchant that its merchant application or agreement will be approved prior to the review and approval of such application or agreement by TresCo and Member Bank.

2.4 Acceptable Merchants. ISC shall market the Merchant Program only to bona fide and lawful businesses and in accordance with the Program Standards. ISC shall promptly notify TresCo in writing of any adverse information that ISC receives relating to a Merchant, including but not limited to information regarding a Merchant’s financial condition, improper use of the Services, changes in Merchant’s method of doing business or types of goods or services offered, or information that would have a material effect on Merchant’s ability to conform to the terms of its merchant agreement.

2.5 Ownership of Merchant Accounts. ISC acknowledges that TresCo, SignaPay and Member Bank will have all rights to and ownership of all Merchant Agreements, free and clear of any interest, claim, lien or security interest of ISC. ISC shall not encumber any Merchant Agreement, nor represent to any third party that it has any right of ownership of any Merchant Agreement.

2.6 Merchant Download and Training. ISC will train Merchants on the operation of all equipment and the Merchant Program. ISC will download the new merchant program(s) into Merchant’s terminal(s) and train Merchant to ensure that the Merchant is able to begin accepting credit and/or debit cards in a timely and accurate manner. The foregoing shall be including training of TresCo, SignaPay -written procedures relating to the use of electronic point-of-sale terminals. Unless otherwise agreed to by the parties in writing, ISC will provide Merchants with the initial supplies necessary for the Merchants to perform their duties under the Merchant Agreement at no cost to TresCo.

2.7 Promotion of Merchant Program. Unless ISC registers with Visa and MasterCard as an Independent Sales Organization/Member Service Provider, ISC will not promote the Merchant Program under its business or legal name. Until such time as ISC is registered with Visa and MasterCard as an Independent Sales Organization/Member Service Provider, **ISC will ONLY promote the Merchant Program under the name “Tres Connect”** and shall utilize this name in all verbal and written communications to existing and prospective Merchants and other entities

regarding the Merchant Program, whether this communication is verbal and/or via ISC's telephone greetings, websites, business cards, advertisements, promotional materials, or any other form of documentation that ISC utilizes to communicate to and with such Merchants and entities. ISC shall not require any Merchant to purchase or acquire any other goods, programs or services from ISC or any other party in order to participate in the Merchant Program. Unless authorized by SignaPay, ISC shall offer the Merchant Program independent of and separately from any other goods, programs or services offered or provided by or through ISC.

2.8 **Marketing Materials.** ISC shall market and sell the Merchant Program in conformance with the Rules. ISC agrees that all marketing and promotional materials must receive written approval from TresCo prior to use. Prior to submitting materials for such approval, ISC shall independently determine that the materials comply with the Rules, Program Standards and this Agreement.

2.9 **Marks.** ISC shall not use any trademark or service mark ("Marks") or other symbols or logos of SignaPay or Member Bank, nor any Marks of Visa or MasterCard or any other card association on its own behalf and shall not suggest, imply, or in any manner create an impression that it is a member or an authorized representative of Visa or MasterCard or any other card association, or that Visa or MasterCard or any other card association endorses in any way ISC or the card programs or services from ISC or any other party in order to participate in the Merchant Program. Unless authorized by TresCo, ISC shall offer the Merchant Program independent of and separately from any other goods, programs or services offered or provided by or through ISC.

2.10 Site Surveys. ISC will take all action necessary to verify that each prospective Merchant conducts a bona fide business operation, including but not limited to inspecting the Merchant's premises to determine whether the Merchant has the proper facilities, equipment, inventory and license or permit, if necessary to conduct its business.

2.11 **Information.** ISC shall keep and maintain accurate and complete records relating to and reflecting Merchant problems, inquiries, orders, transactions, and contacts made by ISC and reflecting and recording ISC's servicing activities with each Merchant, and such other records as any card association or regulator may require. ISC shall provide regulators, card associations, Member Bank, SignaPay and TresCo access to such records upon reasonable request. TresCo or Member Bank may conduct financial or procedural audits of ISC to confirm compliance with this Agreement and the Laws or Rules at any time and from time to time. ISC shall bear the sole cost and expense of audits and inspections conducted or required by any regulatory authority or card association, including without limitation the annual inspections Member Bank is required to perform under the Rules.

2.12 **Background Check.** ISC will submit to a background check as deemed appropriate by TresCo, SignaPay or Member Bank.

2.13 **Conduct of Business .** ISC will conduct its business in an ethical and professional manner. ISC agrees to immediately notify TresCo in writing of any change in the identity or its principal owners or officers.

2.14 **Sales Agents.** ISC may delegate or subcontract its rights or obligations under this Agreement to its sales agents and employees (collectively, "Sales Agents"). All Sales Agents shall be bound by the terms and conditions of this Agreement. ISC will actively and diligently monitor its Sales Agents to ensure compliance with all applicable Laws and Rules. Upon request, ISC will provide to TresCo the name, photo identification, sales office location, and social security number of all Sales Agents that represent the Merchant Program to prospective Merchants. ISC will update such report as new salespeople are added or as salespeople are terminated. TresCo may conduct background investigations on any Sales Agents. ISC will take immediate action to rectify any non-compliant activity, or activity which could cause harm to TresCo's or Member Bank's reputation or business. TresCo shall have the right to cause ISC to terminate any Sales Agent upon written notice to ISC.

2.15 **Sales Locations.** ISC has disclosed and will continue to disclose to TresCo the identity and location of all of its sales office locations.

2.16 **Data Security Standards.** ISC agrees to comply with, and to take reasonable efforts to ensure that Merchants comply with, all privacy and security requirements under the Payment Card Industry Data Security Standard ("PCI

DSS”), as well as any other security guidelines or requirements established by the card associations with regard to ISC’s and Merchant’s use, access, and storage of cardholder information. ISC agrees to implement the safeguards set forth in the Rules. Notwithstanding any provision set forth herein, if ISC chooses to offer a PCI compliance program to Merchants from a third party (a “Third Party PCI Program”) other than the PCI program offered and supported by TresCo, then ISC acknowledges and agrees that ISC, and not TresCo or Member Bank, is solely responsible for ensuring compliance of such Third Party PCI Program with the Rules and PCI DSS, ensuring that each Merchant is enrolled in the Third Party PCI Program, and any non-compliance by Merchant of PCI DSS. If ISC becomes aware of a security breach or unauthorized intrusion into ISC’s or a Merchant’s systems, ISC will take appropriate measures to stop the intrusion; report the intrusion to TresCo as soon as possible, but no later than 24 hours after discovery of the intrusion; subsequently report the corrective action taken by ISC in response to the intrusion; and provide reasonable assistance to TresCo and TresCo’s third party providers, if applicable to support any mandatory disclosures about the intrusion required by law.

SECTION III - COMPENSATION

3.1 Compensation. TresCo agrees to pay ISC its revenue share/split of those amounts above the buy-rate (“Compensation”) as specified in Exhibit A attached hereto (the “Pricing Schedule”) finally paid to and received by TresCo based on the number of Merchants and the services provided to each Merchant under the Merchant Program as set forth on the Pricing Schedule. TresCo’s obligation to pay the Compensation shall arise only at such time as TresCo receives payment from the respective third party payors relating to such Merchants. The parties expressly understand and agree that TresCo shall have the right, in its sole discretion, to amend, change, or supplement pricing in any exhibits attached hereto at any time, and from time to time, in order to pass through any changes mandated by third party service providers, including for example changes in interchange, or as a result of governmental or regulatory changes or to provide pricing for new products or services being offered by TresCo, and any such amendments, changes or supplements shall become part of this Agreement and be fully effective 30 days after written notice thereof is sent to ISC. If ISC disputes the Compensation paid by TresCo, ISC must submit written notification to TresCo that a dispute exists and specify in detail the nature of the dispute no later than 60 days after ISC received the Compensation. If ISC fails to submit the required written notification within the prescribed time period, the parties hereby agree that a dispute no longer exists and ISC will be deemed to have unconditionally accepted the Compensation for all services rendered during the time period for which the Compensation relates.

3.2 Payment of Compensation. Compensation will be calculated by TresCo on a monthly basis and shall be payable in arrears via ACH payment, company check or any other form of payment. TresCo will generally pay ISC its Compensation under this Agreement within 30 days following the last calendar day of each month. ISC will only be paid its Compensation under this Agreement if such Compensation exceeds \$100 per month in the aggregate, provided that this provision shall not apply for the first 6 months of this Agreement. TresCo shall pay Compensation to ISC with respect to a Merchant during the term of this Agreement and after its termination so long as TresCo continues to receive payments from the respective third party payors relating to such Merchant; provided, however, that ISC’s right to receive any Compensation will immediately cease if this Agreement is terminated (i) by TresCo pursuant to Sections 7.2(a) or b or (ii) by ISC other than pursuant to Section 7.2(c), or if after termination, ISC breaches Sections 6.1 or 6.2 of this Agreement.

3.3 Recourse. ISC acknowledges and agrees that TresCo shall have full recourse against ISC for: (a) any Compensation previously paid on any fees which are not collected from the Merchant; (b) monies owed by ISC to TresCo for any reason, including but not limited to equipment, sales, supplies, and/or marketing materials that are not being disputed by ISC in good faith; or (c) any errors or inaccuracies in amounts previously paid to ISC under this Agreement. ISC further agrees such recourse shall not be limited to withholding Compensation, but at TresCo’s sole discretion TresCo may initiate other actions to recover such monies. For the avoidance of doubt, the parties acknowledge and agree that TresCo will not have to pay compensation to ISC for a Merchant in any month in which such Merchant has unpaid fees, charges or any other types of losses (up to the extent compensation for such Merchant is due and payable to ISC for such month).

3.4 Financial Information. Within 120 days after the close of ISC’s fiscal year, ISC shall furnish TresCo and Member Bank a balance sheet, income statement, and statement of cash flow on a consolidated basis for such year, prepared in accordance with generally accepted accounting principles consistently applied and reviewed by an independent

accounting firm or, if permitted by Member Bank, certified by the chief financial officer of ISC as accurately presenting the financial condition of ISC. If requested by TresCo or Member Bank, ISC shall also deliver to TresCo or Member Bank as soon as commercially possible such additional financial information as TresCo or Member Bank may request in their commercially reasonable discretion, including but not limited to ISC's quarterly financial statements. If ISC fails to furnish such information, then TresCo may withhold payments due under Section 3.1 until ISC complies. ISC will notify TresCo within 15 days following any material adverse change in ISC's financial condition or any event which could be reasonably expected to result in a material adverse change in ISC's financial condition, including the initiation of litigation by governmental or regulatory authorities against ISC or its principals.

SECTION IV - ADDITIONAL OBLIGATIONS

4.1 Laws and Rules. Each party will comply in all material respects with all Laws and Rules which are applicable to the performance of such party's obligations under this Agreement.

4.2 Cardholder Information. ISC agrees to comply with privacy and security requirements under the Visa_Cardholder Information Security Program, the MasterCard Site Data Protection Program, and the Payment Card Industry Security Standard, as well as any other security guidelines or requirements established by the card associations with regard to use, access, and storage of cardholders' nonpublic personal information ("Cardholder Information"). ISC agrees to report to TresCo any unauthorized access to, use or disclosure of any Cardholder Information. Such report shall be made as soon as possible, but in no event later than forty-eight hours following the date that ISC becomes aware of such unauthorized access, use or disclosure. With respect to any Cardholder Information obtained by ISC, ISC agrees to comply with all restrictions and conditions imposed by Member Bank with regard to such Cardholder Information. If ISC maintains any individual's personal, unencrypted information, ISC will notify TresCo, as promptly as possible, of any breach of the security of such information. ISC will take action requested by TresCo, Member Bank or a card association, if any, to mitigate such unauthorized disclosure.

4.3 Disclosures. All Merchant fees must be clearly and conspicuously disclosed to the Merchant in writing prior to any payment or application. ISC will not make any oral or written representations to any Merchant that are inconsistent with the fees disclosed in the Merchant Agreement. Upon request, ISC will provide records containing Merchant information to Member Bank, any card association or debit network, or any regulatory agency as soon as possible but no later than 3 days from ISC's receipt of a request for such information.

4.4 Card Association Rights. ISC agrees that Visa and MasterCard have the right, either in law or in equity, to enforce any provision of the Rules and to prohibit ISC's conduct that creates a risk of injury to Visa or MasterCard or that may adversely affect the integrity of Visa's or MasterCard's systems and/or information. ISC will refrain from taking any action that would have the effect of interfering with or preventing an exercise of such right by Visa or MasterCard.

4.5 Cooperation. ISC will cooperate with TresCo and Member Bank and use its commercially reasonable efforts to cause each Merchant to fully pay and perform its obligations under its Merchant Agreement and will provide commercially reasonable assistance to TresCo and Member Bank in collecting any amounts owed by any Merchant under its Merchant Agreement.

4.6 Merchant Losses. ISC assumes no liability for chargebacks and/or Merchant losses (including without limitation any fines, fees or penalties assessed by any third party to a Merchant) which occur under the Merchant Agreements approved by TresCo. except Merchant losses for such Merchant;(iii) attributable in whole or part to the negligence, misrepresentation, fraud, willful or intentional acts or omissions or gross negligence of ISC or any lure of any of such parties to comply with applicable Laws or Rules; (iv) attributable in whole or part to the breach of any provision of this Agreement by ISC or any ISC Employee; or (v) attributable in whole or part to a misrepresentation or omission by a Merchant of which ISC knew.

SECTION V - REPRESENTATIONS AND WARRANTIES OF AGENT

5.1 Representations and Warranties.

ISC hereby represents and warrants to TresCo as follows:

(a) The person signing this Agreement has the full power and authority to execute, deliver and ensure ISC's performance of this Agreement. This Agreement is valid, binding and enforceable against ISC in accordance with its terms and no provision requiring ISC's performance is in conflict with ISC's obligations under any other agreement to which ISC is a party or by which it is bound.

(b) If other than a sole proprietorship, ISC is duly organized, validly existing and in good standing under the laws of the state of its organization and is duly authorized to do business in each other state in which ISC's business, including marketing of the Merchant Program, which make such authorization necessary or required.

(c) Neither ISC nor any ISC Employee has been subject to any (i) criminal conviction (excluding traffic misdemeanors or petty offenses), (ii) federal or state regulatory administrative or enforcement proceedings; or (iii) decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices. Neither ISC nor any ISC Employee engages or has engaged in any activity or pattern of activity that could cause material, irreparable harm to TresCo.

(d) ISC will not sell, purchase, provide or exchange card account numbers or Merchant information, or any other confidential information to any third party.

(e) ISC's performance of this Agreement will not violate any applicable Law or Rule or any agreement to which ISC is now or may hereafter be bound.

(f) Neither ISC nor any ISC Employee is a party to any pending litigation that would have an impact on this Agreement and such persons have never been fined or penalized by any card association or debit network.

(g) ISC will comply with the terms of this Agreement, with all applicable Laws and the Rules, including, but not limited to Visa's Cardholder Information Security Program, MasterCard's Site Data Protection program requirements and the requirements of PCI Security Standards Council, LLC.

(h) ISC acknowledges that ISC has had the opportunity to seek advice and be represented by independent legal counsel of its own choice during the negotiations of this Agreement. ISC further acknowledges that ISC has had adequate opportunity to make whatever investigation or inquiry it may deem necessary in connection with the subject matter of this Agreement.

5.2 Litigation. In the event ISC or any ISC Employee is a party to or named in any pending lawsuits, ISC shall provide TresCo with a list of the same at the time of ISC's execution of this Agreement. Further, ISC shall promptly notify TresCo of any litigation to which it or any such ISC Employee becomes a party or in which they may be named at any time during the term of this Agreement.

SECTION VI- NON-SOLICITATION; NON-CIRCUMVENTION; CONFIDENTIALITY

6.1 Non-Solicitation of Merchants. As a material inducement for TresCo to enter into this Agreement, ISC agrees that neither it nor any ISC Employee or its affiliates will, without TresCo's prior written consent, directly or indirectly, whether on behalf of itself or any other party, during the term of this Agreement and for a period of 5 years thereafter (i) solicit or otherwise cause any Merchant to terminate its merchant agreement or other agreement for services, (ii) solicit or market any services to any Merchant that is already directly or indirectly provided such services by TresCo or its affiliates, whether or not such services are provided under the terms of this Agreement, or (iii) convert any terminal of a Merchant with respect to which TresCo provides services to such Merchant to any other third party.

6.2 Confidential Information. TresCo views the data, information, merchant lists, pricing schedules, accounts, records, vendors, contractors, third party servicers, partners and suppliers relative to its business as its "Confidential Information." ISC agrees that neither ISC nor any ISC Employee will use for its own purposes or will disclose to any third party, unless required by law or as is required to perform the obligations under this Agreement, any Confidential

Information. ISC will retain in strictest confidence all Confidential Information during the term of this Agreement and for a period of 5 years after termination of this Agreement and ISC will use the same degree of care and discretion that ISC uses to protect its own confidential information. Confidential Information shall not include information that: (i) is or becomes within the public domain through no act of the disclosing party in breach of this Agreement, (ii) was in ISC's possession prior to its disclosure under this Agreement as shown by ISC's books and records, or (iii) was received from another source that has no restriction on use or disclosure.

6.3 Non-Disclosure of this Agreement. The parties agree that the existence of this Agreement and its terms and conditions shall be considered confidential information. At no time and for any reason shall the terms and conditions of this Agreement be revealed to any third party without the express written permission of the other party.

6.4 Remedy. In the event of a breach of Sections 6.1, 6.2, or 6.3, the parties agree that the non-breaching party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the non-breaching party will be entitled to injunctive relief in addition to any other rights to which the non-breaching party may be entitled, without the necessity of proof of actual damages.

SECTION VII- TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for a period of 3 years, commencing on the Effective Date, unless otherwise earlier terminated as provided herein. This Agreement shall be automatically renewed for additional terms of 1 year each unless either party notifies the other no later than 90 days prior to the end of the then current term that it does not wish to renew this Agreement or unless otherwise provided herein.

7.2 Termination. This Agreement may be terminated at any time as follows:

(a) TresCo may terminate this Agreement immediately upon notice to ISC in the following circumstances:

i. If ISC becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for ISC, or ISC makes an assignment for benefit of creditors, or admits its inability to pay its debts as they become due.

ii. Any determination by TresCo in its commercially reasonable discretion that ISC or any ISC Employee or its Sales Agents has engaged in fraud, misrepresentation relating to any matter subject to this Agreement, or any activity or pattern of activity that has caused or may cause material, irreparable harm to TresCo or Member Bank.

iii. If any circumstances arise regarding ISC or its business that create harm or loss of goodwill to TresCo or Member Bank or any card association or debit network.

(b) TresCo may terminate this Agreement upon notice to ISC should any of the following events (each an "Event of Default") occur and remain uncured 30 days following notification of the Event of Default by TresCo to ISC. Notwithstanding the foregoing, if TresCo determines in its commercially reasonable discretion that an Event of Default cannot be cured within such 30 day period, TresCo can terminate this Agreement immediately upon notice to ISC.

i. Any material violation of the Laws or Rules by ISC, an ISC Employee or its Sales Agents.

ii. Any material breach of any representation, warranty, term or condition of this Agreement by ISC, an ISC Employee or its Sales Agents.

iii. Any failure of ISC to pay to TresCo any amounts when due.

iv. Any determination by TresCo that ISC or any ISC Employee or its Sales Agents has engaged in any activity that TresCo reasonably believes represents a significant reputation risk to TresCo.

v. If ISC's financial or business condition materially deteriorates.

(c) ISC may terminate this Agreement for material breach not remedied within 30 days after receipt by TresCo of written notice identifying in reasonable detail the reasons for such breach.

(d) TresCo may terminate this Agreement immediately upon notice to ISC if (i) required by Member Bank, any card association or debit network, any automated clearing house or similar entity or by Law to terminate this

Agreement, or (ii) it becomes impossible or impractical for TresCo to perform its obligations under this Agreement by reason of changes in Laws or the Rules which this Agreement cannot reasonably be modified to accommodate.

SECTION VIII- EFFECT OF TERMINATION

8.1 Damages. If Sections 6.1 or 6.2 are violated, ISC shall, upon demand by TresCo, be required to pay damages to TresCo in an amount equal to the revenue that TresCo would have received from Merchants solicited or benefits derived by ISC or any ISC Employee from the use or disclosure of Confidential Information in violation of this Agreement. TresCo's rights under this Section 8.1 shall be in addition to all other rights granted to TresCo under this Agreement or otherwise available at law or in equity.

8.2 ISC Obligations Upon Termination. Upon termination of this Agreement, ISC shall return to TresCo all marketing materials, price lists, merchant lists, equipment, supplies and any other property or Confidential Information of TresCo in ISC's possession at the time of termination.

8.3 Certain Post-Termination Rights. No termination of this Agreement will affect: (i) any merchant agreement in effect as of the date of termination, or (ii) any right of TresCo with regard to the collection of fees owed, or ISC's liabilities. ISC will fully cooperate with TresCo throughout the remaining term of each merchant agreement.

8.4 Payment of Compensation. Payment of Compensation after termination of this Agreement shall be in accordance with Section 3.2 hereof.

SECTION IX - ADDITIONAL TERMS AND CONDITIONS

9.1 Indemnification. ISC agrees to indemnify and hold TresCo, its members, officers, managers, affiliates, agents, contractors, partners, employees, attorneys, accountants, advisors and consultants (collectively, the "Indemnified Parties") harmless from and against, and to promptly reimburse the Indemnified Parties for, any and all actions, claims, demands, damages, losses, liabilities, judgments, fines, penalties and expenses, including reasonable attorney fees and litigation costs (collectively, "Indemnification Losses"), incurred by such Indemnified Parties arising from or relating to any (i) breach by ISC or any ISC Employee or its Sales Agents of any representation or warranty or the nonfulfillment of any obligation, undertaking, covenant or agreement on the part of ISC under this Agreement, (ii) any claim by a third party relating to acts or omissions of ISC or its Sales Agents in connection with the solicitation of Merchants, (iii) any intentional or negligent act taken by ISC, an ISC Employee or its Sales Agents against the interests of TresCo, SignaPay or Member Bank and, therefore, outside the scope of the independent contractor relationship hereunder, (iv) any misrepresentation or fraud arising out of ISC's or its Sales Agents' performance of its duties under this Agreement, (v) any misrepresentation, negligence, fraud, or willful misconduct by ISC or any ISC Employee or its Sales Agents, (vi) any breach of this Agreement by ISC, any ISC Employee or its Sales Agents, (vii) any fine or penalty imposed upon TresCo or SignaPay if such fine or penalty is attributable to the conduct of ISC or its Sales Agents, (viii) any tax liability of ISC, or (ix) the failure of any Merchant to comply with PCI DSS if ISC chooses to offer Merchants a Third Party PCI Program, including any security breach of Merchant as a result of such non-compliance.

9.2 Limitation of Liability and Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL TRESKO BE LIABLE FOR LOSS OF REVENUE OR PROFITS, EXPENSE OR INCONVENIENCE, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) IN CONNECTION WITH OR ARISING OUT OF TRESKO'S PERFORMANCE OR NON-PERFORMANCE (INCLUDING BREACH) UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT, OR CAUSED BY THE USE, MISUSE OR INABILITY TO BENEFIT FROM ANY OF THE SERVICES, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. The cumulative liability of TresCo for any and all causes arising from or in connection with this Agreement, whether arising out of negligence, breach of contract, tort or otherwise, shall not exceed the lesser of (i) amounts paid to ISC by TresCo under the Pricing Schedules for the 3 months preceding any tort, breach or other liability alleged by ISC or (ii) \$25,000. The limitations set forth in this

Section shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term, or a fundamental breach, or if any limited warranty or limited remedy fails of its essential purpose.

9.3 Relationship of Parties. TresCo and ISC will be deemed to be independent contractors and will not be considered to be an agent, servant, employee, joint venturer or partner of the other. Neither ISC nor any of its Sales Agents 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 TresCo. Neither ISC nor its Sales Agents will (i) bind TresCo to any contract or agreement, (ii) incur any obligation on behalf of TresCo, (iii) release assign or transfer any agreement, claim, security or any other asset of TresCo, (iv) borrow or lend any money in the name of TresCo, or (v) submit to any claim or liability related to the merchant agreements and/or allow judgment to be taken or confessed against TresCo.

9.4 Tax Liability. All expenses and tax liabilities resulting from ISC's performance under this Agreement will be ISC's sole responsibility. ISC agrees to pay such taxes timely and to report the revenue derived from this Agreement in a manner consistent with ISC's relationship set forth in this Agreement. ISC agrees that if any government entity claims that any taxes are due on ISC's behalf, ISC will hold TresCo harmless and defend TresCo against such claims and indemnify TresCo for any Indemnification Losses sustained by TresCo because of such claims.

9.5 Security Interest in Compensation. At any time that ISC is receiving, or has a right to receive, any compensation from TresCo, TresCo shall have a senior security interest in any such compensation owed by TresCo to ISC. ISC agrees that such amount of compensation may be offset against, utilized for and applied to the payment of any and all outstanding accounts receivable balance or to satisfy any and all of ISC's obligations to TresCo under this Agreement or any other agreement by and between ISC and/or TresCo or its affiliates, including, but not limited to, the payment of monetary reimbursement to Merchants or sales representatives, or the legal expenses associated with any claims against TresCo for which ISC bears responsibility as determined by TresCo following an investigation of the relevant facts and circumstances. ISC agrees to assist TresCo in perfecting any security interest or rights of collection, setoff, or recoupment and expressly agrees to execute any related instruments deemed necessary by TresCo and to refrain from granting any security interest in such compensation to any third party without the express written consent of TresCo.

9.6 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is 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 consent to, waiver of, or excuse for any different or subsequent breach.

9.7 Assignment. Subject to Section 4.7, ISC may not assign any of its rights or obligations under this Agreement, either directly or by operation of law, without the prior written consent of TresCo and any unauthorized attempted assignment will be null and void.

9.8 Amendments. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the parties hereto except that TresCo may unilaterally amend the Pricing Schedules as provided herein.

9.9 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), or first class mail, postage prepaid, addressed as follows:

If to Tres Connect Inc.:

TresCo, Ltd.
172 W. Warren Ave
Longwood, Fl. 32750

If to ISC:

9.10 Effect on Successors and Assigns. Subject to and unless otherwise provided in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and assigns of the parties.

9.11 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect to the subject matter of this Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.

9.12 Good Faith Compliance. Each party to this Agreement shall take any and all action necessary, appropriate or advisable to execute and discharge that party's responsibilities and obligations created by the provisions of this Agreement and further to effectuate and carry out the intent and purposes of this Agreement and the transactions contemplated by the provisions of this Agreement. During ISC's association with TresCo and following the termination of such association, ISC will not directly or indirectly defame or disparage the business, products, services, officers, directors, shareholders, employees, or other representatives of TresCo, SignaPay or otherwise do anything to detract from or reflect adversely upon their reputation.

9.13 Severability. In the event any part or provision of this Agreement, for any reason, shall be declared invalid, such decision shall not affect the validity of any remaining portion of this Agreement, which remaining portion shall remain in complete force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

9.14 Counterparts. This Agreement may be executed in the original or by facsimile and/or in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.15 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to conflicts of laws principles). The parties hereby consent to the sole and exclusive jurisdiction to the state and federal courts located in Seminole County, Florida for any dispute arising out of this Agreement.

THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

9.16 Survival. Sections 3.2, 4.2, 4.5, 4.6, 4.7, and 8.1, Article VI and this Article IX shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

TRES CONNECT INC.

By: _____
Paul Schroeder - Director

INDEPENDENT SALES CONTRACTOR

By: _____
Independent Sales Contractor

By: _____
Independent Sales Contractor – Print Name

EXHIBIT A

EXHIBIT B

Tres Connect Inc.

Non-Compete Agreement

A. BACKGROUND

1. This Non-Compete Agreement (the "Agreement") is made effective as of January 1st, 2018, by and between Tres Connect Inc., of the following address:

172 W. Warren Ave
Longwood, Florida 32750

and: _____, (your name here) of the following address:

_____.

B. NON-COMPETE COVENANT.

2. During the business relationship and for 24 months after the separation of this relationship for any reason, _____ will not directly or indirectly engage in any business that competes with Tres Connect Inc.

3. Directly or indirectly engaging in any competitive business includes, but is not limited to:

a. engaging in a business as owner, partner, or agent;

b. becoming an employee of any third party that is engaged in such business;

c. becoming interested directly or indirectly in any such business; or

d. soliciting any customer of Tres Connect Inc. for the benefit of a third party that is engaged in such business

4. _____ agrees that this non-compete agreement will not adversely affect _____'s (your name here) livelihood.

5. This covenant shall apply to the following geographic area:

United States

C. NON-SOLICITATION COVENANT.

6. For 24 months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to any customer or client of Tres Connect Inc.

7. _____ shall not use Tres Connect Inc.'s existing client demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity.

8. For 24 months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit, induce, or attempt to induce any employee of Tres Connect Inc. to terminate his or her employment with Tres Connect Inc.

D. CONDITION OF EMPLOYMENT.

9. In consideration of the commitments and obligations made by _____, _____ and Tres Connect Inc. agree that the execution of this Agreement is a condition of the employment of _____ by Tres Connect Inc.

E. CONFIDENTIALITY.

_____ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of _____, or divulge, disclose, or communicate in any manner any information that is proprietary to Tres Connect Inc. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. _____ will protect such information and treat it as strictly confidential.

F. ENTIRE AGREEMENT.

10. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

G. SEVERABILITY.

11. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

12. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

H. INJUNCTION.

14. It is agreed that if _____ violates the terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate Tres Connect Inc.

15. In the event of a breach of this Agreement, Tres Connect Inc. will be entitled to seek injunctive relief (i.e. a court order that requires all parties comply with this Agreement) to enforce the terms of this Agreement.

16. In case of a law suit, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Agreement.

I. APPLICABLE LAW

17. This Agreement shall be governed by the laws of State of Florida.

J. BINDING.

18. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SIGNATURE OF NON-COMPETING PARTY:

_____ (your name here)

By: _____
Print Name

Date: _____

SIGNATURE OF PROTECTED PARTY:

Tres Connect Inc.

By: _____
Paul Schroeder

Date: _____

FOR TRES CONNECT USE ONLY

Recommendation: _____ By: _____ Date: _____



IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

TRES CONNECT INC.

By: _____
Paul Schroeder - Director

INDEPENDENT SALES CONTRACTOR

By: _____
Independent Sales Contractor

By: _____
Independent Sales Contractor – Print Name

EXHIBIT B

Tres Connect Inc.

Non-Compete Agreement

A. BACKGROUND

1. This Non-Compete Agreement (the "Agreement") is made effective as of January 1st, 2018, by and between Tres Connect Inc., of the following address:

172 W. Warren Ave
Longwood, Florida 32750

and: _____, (your name here) of the following address:

B. NON-COMPETE COVENANT.

2. During the business relationship and for 24 months after the separation of this relationship for any reason, _____ will not directly or indirectly engage in any business that competes with Tres Connect Inc.

3. Directly or indirectly engaging in any competitive business includes, but is not limited to:

- a. engaging in a business as owner, partner, or agent;
- b. becoming an employee of any third party that is engaged in such business;
- c. becoming interested directly or indirectly in any such business; or
- d. soliciting any customer of Tres Connect Inc. for the benefit of a third party that is engaged in such business

4. _____ agrees that this non-compete agreement will not adversely affect _____'s (your name here) livelihood.

5. This covenant shall apply to the following geographic area:

United States

C. NON-SOLICITATION COVENANT.

6. For 24 months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit business from, or attempt to sell, license, or provide the same or similar products or services as are now provided to any customer or client of Tres Connect Inc.

7. _____ shall not use Tres Connect Inc.'s existing client demographic and confidential information to solicit and provide quotes and/or transfer business to any competing entity.

8. For 24 months after the separation of the business relationship for any reason, _____ will not directly or indirectly solicit, induce, or attempt to induce any employee of Tres Connect Inc. to terminate his or her employment with Tres Connect Inc.

D. CONDITION OF EMPLOYMENT.

9. In consideration of the commitments and obligations made by _____, _____ and Tres Connect Inc. agree that the execution of this Agreement is a condition of the employment of _____ by Tres Connect Inc.

E. CONFIDENTIALITY.

_____ will not at any time or in any manner, either directly or indirectly, use for the personal benefit of _____, or divulge, disclose, or communicate in any manner any information that is proprietary to Tres Connect Inc. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. _____ will protect such information and treat it as strictly confidential.

F. ENTIRE AGREEMENT.

10. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other Agreement, whether oral or written.

G. SEVERABILITY.

11. The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests.

12. If any provisions of this Agreement shall be held to be valid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

13. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

H. INJUNCTION.

14. It is agreed that if _____ violates the terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate Tres Connect Inc.

15. In the event of a breach of this Agreement, Tres Connect Inc. will be entitled to seek injunctive relief (i.e. a court order that requires all parties comply with this Agreement) to enforce the terms of this Agreement.

16. In case of a law suit, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorney's fees incurred in enforcing this Agreement.

I. APPLICABLE LAW

17. This Agreement shall be governed by the laws of State of Florida.

J. BINDING.

18. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SIGNATURE OF NON-COMPETING PARTY:

(your signature here)

By: _____
Print Name

Date: _____

SIGNATURE OF PROTECTED PARTY:

Tres Connect Inc.

By: _____
Paul Schroeder

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, 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. 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.

Social security number								
or								
Employer identification number								

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

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. 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 ▶
------------------	----------------------------	--------

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:

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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 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 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 (after December 31, 2002). This is called “backup withholding.” Payments that may be subject to backup withholding include 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 4 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 regarding 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). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for “Other” and enter “LLC” in the space provided.

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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the “Exempt from backup withholding” 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

²However, 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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.socialsecurity.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 ID Numbers under Related Topics. 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. Writing "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 recipients, see *Exempt From Backup Withholding* 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.

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 single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
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). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding 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.