



ECScards *COMPLIANCE AWARENESS FORM*

As sales professional under the registration of ECScards and any banks they are an agent of, you are responsible for remaining apprised of all applicable rules and regulations issued by MasterCard and VISA as they pertain to Member Service Providers/Independent Sales Organizations. Additionally you must operate within these guidelines at all times or risk immediate termination from the program.

Below is a summary of some of the pertinent rules under which all MSP/ISO's must operate. By signing this form, you acknowledge that you have read the items below and understand them. You also acknowledge that you have received a complete copy of the rules as published by MasterCard and VISA.

1. All marketing material (including stationary and business cards) and advertising must clearly represent the name of ECScards and any banks they are an agent of and be approved by member prior to actual use.
2. Using the services of non-registered organizations or brokers to solicit merchants is strictly prohibited.
3. Only registered sales agents may disclose pricing and details of the MasterCard and VISA programs. All pricing and details must be clearly represented as being offered on behalf of ECScards and any banks they are an agent of.
4. All components of pricing must be clearly disclosed to the merchant.
5. Site inspections must be completed accurately and in person by the sales agent who solicited the merchant.
6. Final approval of all applications requires the bank's acceptance. Sales agents may not imply or infer that acceptance by bank is guaranteed.
7. Merchants whose type of a business is clearly outside the established credit policy must not be solicited or induced into paying application fees.
8. Application fee checks must be made out to ECScards; not to the sales agent or accepted in cash.

Sales Representative Signature

/ /
Date



ECScards *ETHICS STATEMENT*

As a sales professional under the registration of ECScards and National City Bank of Kentucky you are required to maintain the highest ethical standards and professional conduct at all times. ECScards, National City Bank of Kentucky and National Processing Company recognize the need to provide you with consistent guidelines to achieve this goal, therefore the following Ethics Statement has been formulated. Signing the Ethics Statement is a condition of participation in the program and must be strictly adhered to at all times.

1. I will fully disclose to each prospective customer that I am representing ECScards, National City Bank of Kentucky and National Processing Company and will fully disclose to the customer the names and location of National City Bank of Kentucky as the provider of bankcard processing services.
2. I will maintain the highest standards of professionalism and will comply with company policy at all times.
3. I will not broker any sales to any other party nor sell any products or services that are not offered by ECScards and National Processing Company/National City Bank without their written consent.
4. I understand and agree that all advertising and marketing materials must receive prior approval according to card plan, bank and company policy and all business cards must be approved by ECScards and National City Bank of Kentucky and will state In Association With National City Bank of Kentucky on the face of them.
5. I will adhere to simple truth and integrity and will not engage in any misleading or deceptive sales practices.
6. I will provide sound professional advice in all sales presentations and sales calls and I will remain knowledgeable of industry services and specifically the services of ECScards, National City Bank of Kentucky and National Processing Company.
7. I will conduct due diligence, and complete all site inspections truthfully. Accurately reporting the nature of any business in which a prospective customer is engaged. I will promptly report to my regional manager or to an appropriate person at the corporate office any notice that I may receive of any change in any customer's business which might expose the company to financial risk or be out of compliance with state policies.
8. I will quote all rates and charges consistent with ECScards', National City Bank of Kentucky and National Processing Company's rate guidelines and will not quote rates for other card types I am not specifically registered to market.
9. I will not accept any payment in cash from a customer or a prospective customer and will assure that all checks are made out properly to the company and not me personally.
10. I will conduct all sales presentations in a positive manner relying on my ability and the value of ECScards and National Processing Company's services to obtain customers. I will not in any way demean or to speak negatively of my competition.
11. I will maintain the confidentiality of information provided to me by any prospective customer or the company and will not reveal any such information without the proper contents or except to the company and its agents.

Sales Representative

____/____/____
Date

ISO/MSP Name



ECScards
SALES REPRESENTATIVE
REGISTRATION FORM

In order to complete your application, we need you to make a photocopy of your driver's license and fax it to us with the rest of the completed ECScards Sales Representative application.

FOR OFFICE USE ONLY: Sales Code: _____ Date of Hire: ___/___/___

Rep's Name: Last: _____ First: _____

Address: _____ Apt. # _____

City: _____ State: _____ Zip: _____

SSN: _____ - _____ - _____ DOB: _____

Home Phone: () _____ - _____ FAX: () _____ - _____

Nearest relative not living with you

Name: First _____ Last _____ Relationship: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____

Bankcard Sales Experience: If you have ever been registered through any other credit card processors/sales organization, list info below:

Sales Organization (MSP/ISO)	Dates Employed	Status (Active, Inactive, Terminated)

To induce the Processing Bank's reliance thereon, the undersigned certifies the accuracy of all the foregoing information and authorizes the Processing Bank, ECScards, or any Credit Bureau, or other agency employed by the Processing Bank to investigate the references given to the Processing Bank or statements or other data obtained from the undersigned or from other persons pertaining to the undersigned's credit or financial responsibility.

Sales representative realizes that he/she will be dealing with trade secrets of ECScards, including information, inventions, and processes, all of a confidential nature. The representative acknowledges that these documents are the property of ECScards and are used in the course of ECScards's business. Sales representative will not disclose to anyone, directly or indirectly, either during the term of their employment by ECScards, or at any time thereafter, any such trade secrets, or use them other than in the course of the contract with ECScards. Under no circumstance shall any such information or documents be copied without the written consent of ECScards.

By signing below, I hereby certify that the above information provided is accurate and complete and agree to allow the bank and ECScards to perform verification of the above.

 Signature

___/___/___
 Date



ECScards
INITIAL CONTACT FORM
(For applicants never in the credit and debit business or POS business)

Please complete all questions so that we may provide you with the very best program, pricing, training, and service.

Name: _____

Pager # (_____) _____ - _____ Cell Phone (_____) - _____ - _____

Address: _____ City: _____ State: _____ Zip: _____ - _____

Home phone (_____) _____ - _____ Business phone: (_____) _____ - _____

Home fax: (_____) - _____ - _____ Business fax: (_____) - _____ - _____

I got your name and number from: _____

1. I am calling ECScards because:

2. It is my goal to: _____

I had several problems with _____, the last company I worked for.. The problems in order of importance were

1. _____
2. _____
3. _____
4. _____
5. _____

I feel that if I got the proper assistance/training I could sell: # _____ deals per week

The last commission check I received was: _____

I'm generally out of my home at _____ o'clock in the morning and return home at _____ o'clock.



ECScards *EMPLOYMENT AGREEMENT*

WHEREAS, Gary Kodish & Company, Inc., D.B.A./ECScards, hereinafter referred to as ECS, agrees to contract with _____, hereinafter referred to as "Agent" for performance of certain tasks; WHEREAS, Agent's principal place of business is located at the following: Address _____ City _____ State _____ Zip _____ Home Phone (____) _____ Business Phone (____) _____

WHEREAS, ECS is engaged in the business of marketing debit card and credit card processing services and related equipment to merchants on a nationwide basis;

WHEREAS, Employer desires to have the full-time and exclusive services of Agent as an employee in connection with the marketing of credit and debit card and credit card processing services and related equipment;

WHEREAS, Agent represents that he/she is able and willing to service as such on a full-time and exclusive basis upon the terms and conditions set forth in this Agreement, and is not restricted by contract or otherwise from doing so;

1) EMPLOYMENT:

1.1 ECScards is an at will employer.

1.2 Employer hereby employs Agent as a Account Representative for the company.

2) DESCRIPTION: The above individual declares that he will act as an Agent of ECS for the purpose of marketing products offered and supplied by ECS and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and tasks to be performed under this agreement.

2.1 ECS engages Agent to perform the following tasks or services; Agent will market ECS automated cards processing system, check guarantee, and debit cards processing services to merchants and any other related products that the company feels will benefit its customers.

2.2 Agent agrees to sell processing equipment that is approved and supplied only by ECS.

2.3 Agent shall not represent that he/she is an officer of ECS and will have no authority to bind, commit or obligate ECS.

2.4 Agent agrees that at all times agent shall abide by the rules of VISA USA and MASTERCARD INTERNATIONAL.

All promotional material must be pre-approved by ECS, before it is distributed to the public. Agent agrees to adhere to the standards set forth by ECS for the preparation and distribution of both advertising and promotional materials

3) TERM: This Agreement is for a period of one year from the date signed by both parties, and will continue from year to year thereafter automatically unless either party gives thirty (30) days written notice to the other party of his intent not to renew for an additional period.

3.1 For the term of this Agreement, and as long as Agent is being paid commissions or three years, whichever is greater, as described below, Agent will conform to Visa and Mastercard regulations by not working for or associated in any ways with any company engaged in bank card processing, or in any other business in which ECS may enter during the time of this Agreement, or in which ECS may be engaged at the time of termination of this Agreement. Violation of this provision may, at ECS's option, result in forfeiture of any sum otherwise due Agent from ECS.

4) TRANSFERABILITY: This agreement is not transferable to any corporation or AGENT without the express written consent of a duly authorized representative of ECS.

5) NON COMPETITION AGREEMENT:

5.1 Agent agrees that during the term of this agreement and for a period of one years after termination thereof, he/she will not (a) solicit debit or credit card processing business in any area of the country in which Employer does business on behalf of himself/herself or anyone engaged in a similar line of business as Employer; (b) become interested in or associated, directly or indirectly, as principal, agent, consultant, independent contractor, or employee, with any person, firm or corporation engaged in, or intended to become engaged in, the debit card or credit card processing business in competition with Employer; (c) attempt to persuaded any merchant licensee to transfer any actual or proposed business from Employer; or (d) attempt to employ any employee, agent, or representative who is employed or engaged by Employer.

5.2 Agent acknowledges that upon the expiration or other termination of this Agreement for any reason, Agent will be able to earn a livelihood without violating these covenants is a material condition to Agent's initial and continued employment by Employer.

5.3 Agent realizes that they will be dealing with trade secrets of ECS, including information, inventions, and processes, all of confidential nature, that are ECS's property and are used in the course of ECS's business. Agent will not disclose to anyone,

directly or indirectly, either during the term of this agreement or at any time thereafter, any such trade secrets, or use them other than in the course of the contract with ECS. All documents and confidential information remains in ECS's possession and control. Under no circumstances shall any such information or documents be copied without ECS's written consent thereto being obtained.

6) COMPENSATION: ECS shall pay the Agent commissions in accordance with the commissions schedule attached to this agreement as Attachment "A" and made part of this agreement by reference. The Commission Schedule may be modified, from time to time, at the sole discretion of ECS. Any changes in the Commission Schedule will take effect after ten (10) days written notice to the Agent.

6.1 It is understood and agreed to that Agent commissions/residuals are paid for sales inclusive of service. Should agent fail to render appropriate service to any of his/her accounts during the period when they are receiving commissions/residuals for same, ECS may perform needed service, and make a reasonable charge for same against the appropriate commissions/residuals. Failure of Agent to properly service merchants shall be cause for termination and forfeiture of future commissions/residuals.

6.2 If the payments of moneys due to ECS by a particular bank or company cease to continue, then it will void this Agreement with respect to ECS's financial obligations to payment due from that particular institution and continuing payment due to Agent.

6.3 Compensation shall be payable as follows: commissions shall be paid weekly for all applications and set up fees; this is based on bank approval of credit, funding by the leasing company, and receipt thereof. Accrued residual Income shall be paid monthly, at the end of the month following processing or the beginning of the following month; subject to receipt of processing revenues from respective banks and companies.

6.5 Full residual income, according to Addendum "A" shall be paid on all volume generated by Agent & active Sales Force so long as those individual agents are generating a minimum of four approved applications per month.

6.6 Parties understand that this agreement can be modified from time to time to conform with Visa and Mastercard rules and regulations.

7) EXPENSES

7.1 Agent shall bear and be solely responsible for payment of all of his/her expenses, including without limitation, travel and automobile expenses, in connection with activities under this Agreement.

8) TERMINATION

8.1 ECS may terminate for cause or any other reason, at any time, with notice, should Agent violate any of the provisions of this Agreement, or do anything that might cause harm or injury to ECS or any of the institutions represented by ECS. In the event of the termination by either party, other than for cause, Agent shall be entitled to residuals totaling half of the normal residuals paid Agent as long as all the following conditions are met:

a) Monthly bank card processing volume of merchants signed by Agent remains in excess of \$5,000,000.00. and residuals total at least \$500.00 per month.

8.2 A fine of \$500.00 will be assessed to the Agent who incorrectly or inadvertently programs a merchant with an incorrect merchant account number. This action may be considered a valid reason for termination.

8.3 Agent agrees that any information regarding the application of a merchant is to be considered confidential and that any dishonest act or unethical act utilizing ECS's name in any way is a breach of that confidentiality and will be cause for immediate dismissal and forfeiture of future earning.

8.4 Agent agrees not to disclose to anyone, either during or after Agents work for ECS any confidential or proprietary information obtained by Agent without written permission from ECS. Agent further agrees that, on leaving ECS Agent will not disclose any business methods, forms, or names or addresses of customers or trade suppliers and associates.

8.5 The Agent agrees that he will not, after the termination of employment for any reason, approach or cause to be approached, ECS's merchant accounts. Agent agrees that, to do so, will cause great damage to Employer with remedy by injunction and action for damages of \$1,000.00 per incident.

8.6 Termination by either party in the event of insolvency, receivership, bankruptcy, or as assignment for the benefit of creditors, or by the other party other than in ordinary course of business will void this contract.

8.7 Should termination occur agent agrees that the name ECScards belongs exclusively to ECS of Voorhees, NJ and that any use thereof after the business relationship ends is subject to action for damages of \$1,000.00 per incident.

8.8 If termination occurs Agent agrees that all applications, sales literature, training binders plus any other promotional materials are proprietary and belong to ECS. For failure to return those items at the time of termination I hereby give my permission to ECS to offset those costs and any other fees owed.

9) FOR A PERIOD of 60 days from the date below, this Agreement is tentative and Agent shall be working on a probationary basis. During this period, Agent agrees to allow ECS or it's assignee permission to perform a background investigation. Should this investigation uncover any information which in ECS's judgment may make the Agent unsuitable to represent ECS or its associated institutions, ECS may immediately terminate this Agreement.

10) INDEMNIFICATION: The Agent agrees to indemnify and hold ECS harmless as a result of any claim, or other litigation, whereby ECS believes it is required to defend itself, due to an alleged misrepresentation promulgated by the Agent relating to ECS or its services. In addition, ECS and Agent shall each be excused from any act, omission, or obligation to perform hereunder when such failure or default is caused by an act of God, fire, strike, riot, civil disobedience, insurrection, boycott, act of public

authorities, delay or default caused by public or common carriers, inability to obtain raw materials, computer related equipment outages, or other causes beyond reasonable control, provided ECS and Agent shall take all steps reasonably necessary to effect the prompt resolution of the inability to perform.

11) THE ENTIRE AGREEMENT between the parties with respect to the subject matter herein is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties solely and not for the benefit of any other person, person, or legal entities.

12) NO WAVIER, alteration or modification for any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representatives of both parties.

13) ALL WRITTEN COMMUNICATIONS shall be sent to ECS at 1624 Prince Dr., #102, Cherry Hill, NJ 08003. Any written notice herein is effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

14) IN THE EVENT the agent uses a motor vehicle (or vehicles) in the course of his/her business operations in connection with this Agreement, agent agrees to hold ECS harmless from any liability in connection therewith, and to maintain adequate personal and property damage liability insurance coverage on said vehicle(s). Agent will secure and furnish to ECS a certificate listing ECS as additional insured on any motor vehicle used in ECS's business.

15) GOVERNING LAW: This agreement shall be governed by the laws of the State of New Jersey and the County of Camden. All disputes and claims made relative to this Agreement shall be resolved by arbitration, pursuant to the rules of the American Arbitration Association.

16) SEVERABILITY: The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement.

17) ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties hereto and supersedes all prior Agreements with respect to the subject of this Agreement. Agreed to on the _____ day of _____ 20__, at _____.

ECScards
1624 Prince Drive, Ste. 102
Cherry Hill, NJ 08003
(856) 216-7500

Agent

Witness As To Agent

Date

Date

Date