



First ACH predominantly utilizes an indirect sales approach to obtaining new merchants. Each new affiliate member must go through a series of steps before actively selling and utilizing the products and services that we offer.

Affiliate arrangement- under this arrangement, First ACH will bill and collect the monthly fees and transaction fees directly from the merchant. First ACH will remit any payable commissions as detailed in schedule A of the affiliate agreement on a monthly basis.

First ACH is responsible for providing full customer support to the merchant on any issues relating to our products and services.

Company Information:

MPK Inc., dba First ACH
9693 Gerwig Lane
Suite A
Columbia, MD 21046
(p): 800-356-2429
(fax): 443-283-2600
www.firstach.com

First ACH support hours of operation:

Monday through Friday 9 a.m. to 7:00 p.m. EST

Customer support: support@firstach.com
Sales support: sales@firstach.com
Business relations: relations@firstach.com

The following checklist must be completed before a new affiliate can start selling our services.

- Completed New Affiliate Agreement
- Signed Non-Disclosure Agreement Form
- W-9 Form
- Resale Certificate Form
- Payment Authorization form with a Voided Check
- Schedule A with commission preference indicated

Fax the completed information to 443-283-2600 attention: New Affiliate Program

Please provide contact information so we can get in touch with you once your application is completed. If you have any questions, please contact us at 800-356-2429 or email us at sales@firstach.com



First ACH
 9693 Gerwig Lane STE A
 Columbia, MD 21046
 Phone (800) 356-2429
 Fax (443) 283-2600

AFFILIATE APPLICATION

COMPANY NAME		DBA NAME	
STREET ADDRESS 1		CONTACT NAME (FIRST NAME, MI, LAST NAME)	
STREET ADDRESS 2		TITLE/POSITION	
CITY	STATE	ZIP CODE	BILLING E-MAIL ADDRESS
COMPANY PHONE NUMBER ()		EXECUTIVE E-MAIL ADDRESS	
COMPANY FAX NUMBER ()		CUSTOMER SUPPORT E-MAIL ADDRESS	
COMPANY WEBSITE ADDRESS WWW.		BUSINESS FOCUS (Please describe the focus of your business below)	
COMPANY CLASSIFICATION (Please check the box which most accurately describes your company):			
<input type="checkbox"/> Credit Card Processor <input type="checkbox"/> ISO (Independent Sales Organization) <input type="checkbox"/> Service Provider <input type="checkbox"/> Other _____			
PRINCIPAL 1 NAME		DOB	SS#
			DRIVERS LICENSE #
ADDRESS		CITY	STATE
PRINCIPAL 2 NAME		DOB	SS#
			DRIVERS LICENSE #
ADDRESS		CITY	STATE
DATE BUSINESS STARTED	FEDERAL TAX ID #	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC <input type="checkbox"/> SOLE PROPRIETOR	NUMBER OF FULL-TIME EMPLOYEES NUMBER OF FULL-TIME SALES PROFESSIONALS
DO YOU HAVE A SUB-AGENT NETWORK THAT YOU CURRENTLY SELL THROUGH? If so, how many Sub-Agents?	DO YOU HAVE EXPERIENCE SELLING ACH PRODUCTS AND SERVICES IN THE MERCHANT SERVICE INDUSTRY? If yes, please explain.		
PLEASE LIST THE OTHER POS PRODUCTS AND SERVICES THAT YOU SELL			NUMBER OF CUSTOMERS How many POS customers do you currently support?
TARGET MARKETS What are the target markets for your business? (Please check all that apply)			ACH TOTAL <input type="checkbox"/> 1-50 <input type="checkbox"/> 1-50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-500 <input type="checkbox"/> 101-500 <input type="checkbox"/> 501-1,000 <input type="checkbox"/> 501-1,000 <input type="checkbox"/> 1,000 + <input type="checkbox"/> 1,000 +
<input type="checkbox"/> Retail <input type="checkbox"/> E-Commerce <input type="checkbox"/> Office <input type="checkbox"/> Service <input type="checkbox"/> B2B <input type="checkbox"/> Mo/TO <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____			

Signature

Print Name

Title

Date

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "**Agreement**") is made and entered into as of _____, 2007 by and between MPK, Inc. T/A **First ACH**, a Maryland corporation, (the "**MPK**"), and _____ (the "**Company**").

1. **Purpose.** MPK and the Company wish to explore a business opportunity of mutual interest and in connection with this opportunity, MPK and the Company may disclose to each other certain confidential technical, business or other information which the disclosing party desires the recipient to treat as confidential. (Each of MPK and the Company is hereinafter referred to as the "**Disclosing Party**" where it discloses Confidential Information to the other and as the "**Recipient**" where it receives Confidential Information from the other, as the case may be.)

2. **Confidential Information.** "**Confidential Information**" means any information disclosed to the Recipient by the Disclosing Party, either directly or indirectly in writing, orally or by inspection of tangible objects, including without limitation the Disclosing Party's operating plans. Confidential Information shall not, however, include any information which (i) the Recipient can establish was publicly known and made generally available in the public domain prior to the time of disclosure to the Recipient by the Disclosing Party; (ii) the Recipient can establish has become publicly known and made generally available after disclosure to the Recipient by the Disclosing Party through no action or inaction of the Recipient; or (iii) is in the possession of the Recipient, without confidentiality restrictions, at the time of disclosure by the Disclosing Party as shown by the Recipient's files and records immediately prior to the time of disclosure.

3. **Non-use and Nondisclosure.** The Recipient agrees not to use any Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the Recipient and the Disclosing Party or to perform work for the Disclosing Party. The Recipient agrees not to disclose any Confidential Information to third parties or to employees of the Recipient, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. The Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Recipient hereunder.

4. **Publicity.** Neither party will, without the prior consent of the other party, disclose to any other person the fact that Confidential Information of the other party has been disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

5. **Maintenance of Confidentiality.** The Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Recipient shall take at least those measures that the Recipient takes to protect its own most highly confidential information and shall have its employees, if any, who have access to the Confidential Information sign a non-use and nondisclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of the Confidential Information to such employees. The Recipient shall not make any copies of the Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Recipient shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the

"MPK"

MPK, Inc. T/A First ACH

9693 Gerwig Lane, Suite A/B

Columbia, Maryland, 21046

By: _____

Name: Paul Sabella

Title: President

same manner in which such notices were set forth in or on the original. The Recipient shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

6. **No Obligation.** Nothing herein shall obligate MPK or the Company to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

7. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

8. **Return of Materials.** All documents and other tangible objects containing, representing or derived from the Confidential Information and all copies thereof which are in the possession of the Recipient shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon the Disclosing Party's request.

9. **No License.** Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, mask work right or copyright of the Disclosing Party, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information except as expressly set forth herein.

10. **Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the Recipient.

11. **Remedies.** The Recipient agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all other legal remedies.

12. **Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.

13. **Non-Solicitation.** For a period of one (1) year following the termination of discussions regarding the business opportunity referred to in paragraph 1, or the termination of any business relationship between the parties, whichever is later (the "Termination Date") the Company shall not and shall cause its affiliates not to, directly or indirectly, employ or solicit for employment or retain in any capacity any person who was employed by or retained by MPK, whether as employee, contractor, agent, representative or otherwise, during the period commencing with the date of this Agreement and ending on the Termination Date.

14. **Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Maryland, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto.

The Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute the same instrument.

"Company"

By: _____

Name: _____

Title: _____

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 ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

² However, 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.



First ACH
9693 Gerwig Lane STE A
Columbia, MD 21046
Phone (800) 356-2429
Fax (443) 283-2600

DIRECT DEPOSIT AND ACH DEBIT AUTHORIZATION AGREEMENT

I hereby authorize MPK Inc T/A First ACH, hereinafter called COMPANY, to present Automated Clearing House credits, Automated Clearing House debits, to and from the account described below and identified by the attached void check. This authorization extends to credits and debits for commissions, residual payments, equipment purchases, fees, supplies and any other amounts due under the terms and conditions of the Affiliate Agreement and attached schedules

Financial Institution Name	City	State
----------------------------	------	-------

Transit/Routing Number	Account Number
------------------------	----------------

This authority is to remain in full force and effect until the COMPANY has received written notification from me of its termination in such time and in such manner as to afford the COMPANY a reasonable opportunity to act upon it.

Affiliate's Company Name

Print Name	Title
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Signature	Date
-----------	------



First ACH Affiliate Program Affiliate Agreement

TERMS AND CONDITIONS

This First ACH Affiliate Program Agreement (the "Agreement") sets forth the terms and conditions regarding the First ACH Affiliate Program (the "Program") of MPK Inc doing business as First ACH.

BY CLICKING ON THE "APPLY" BUTTON AT THE END OF THE AFFILIATE APPLICATION, YOU (IF YOU ARE ACTING ON BEHALF OF YOURSELF AS AN INDIVIDUAL) OR YOUR COMPANY (IF YOU ARE ACTING ON BEHALF OF YOUR COMPANY) (THE "AFFILIATE") AGREE(S) TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

- 1. Definitions.** Capitalized terms in this Agreement will have the meanings set forth below or attributed to them in various sections of the Agreement. However, use of the term "Affiliate" in this Agreement shall not be interpreted or construed to mean that any party to this Agreement is an "affiliate" of any other party for purposes of any federal and state securities laws.

"Affiliate Originated Visitor" means a unique end-user who accesses the First ACH Site through an Affiliate Link on the Affiliate Site.

"First ACH Brand Features" means First ACH trade names, trademark, service mark and/or logo authorized by First ACH and found at FirstACH.com.

"First ACH Content" means First ACH-provided small-business focused articles and other content.

"First ACH Product" means the Automated Clearing House debit and credit services provided by First ACH.

"First ACH Site" means the First ACH Web site, which is the destination of the URL, included by First ACH in the Link.

"Intellectual Property Rights" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

"Link" means a hypertext and/or graphical link, to or from one Web site to another Web site that allows an Affiliate Originated Visitor to automatically transfer from the Affiliate Site to the First ACH Site.

- 2. Enrollment in the Program.** To begin the enrollment process, Affiliate will submit and complete Affiliate Program application via FirstACH.com. First ACH will evaluate Affiliate's application and notify you of your acceptance or rejection of your application. First ACH may reject your application and reserves the right to terminate this Agreement for any reason with or without notice to Affiliate including but not limited to a determination that the Affiliate Site is unsuitable for or incompatible with the Program.
- 3. Links.** Affiliate agrees to promptly post at least one Link (the "Affiliate Link(s)") to the First ACH Site at one (or more) Web sites owned or operated by Affiliate (the "Affiliate Site(s)") in no event later than five (5) business days following First ACH's acceptance of Affiliate into the Program. Affiliate Links may not be placed in newsgroups, unsolicited e-mail, banner networks, counters, chatrooms or guestbooks. Any Affiliate Link placed must be done so in such a way that it is not misleading to any Affiliate Originated Visitor and done so with the intention of delivering users to the First ACH Site for that Link. Affiliate acknowledges that the Affiliate Site will include the First ACH Brand Features, and Affiliate has no right to alter, remove, or customize the First ACH Brand Features. Affiliate will not use or display the Link(s) or the First ACH Brand Features in a manner that is defamatory, misleading, libelous, and obscene or otherwise potentially damaging to the reputation of First ACH, or the goodwill associated with the First ACH Brand Features.
- 4. Affiliate Obligations and Restrictions.** Affiliate will be solely responsible for the development, operation and maintenance of Affiliate Site and for all materials that appear on Affiliate Site, including but not limited to: (a) the accuracy and appropriateness of materials posted on Affiliate Site; and (b) ensuring that materials posted on Affiliate Site do not violate or infringe upon the rights of any third party. Affiliate agrees to refrain from the following: (a) purchasing and/or using domain name(s) that incorporate any portion of the First ACH Brand Features; (b) purchasing any search engine keywords that outrank and/or outbid any of the First ACH Brand Features; (c) identifying the Affiliate site as an "official site" ("affiliate" or "authorized affiliate" are permitted uses); and (d) changing any First ACH Product price and/or offering any additional Affiliate discounts or rebate on any First ACH Product. Affiliate hereby agrees to indemnify, defend and hold harmless First ACH, its shareholders, officers, directors, employees, agents, partners, successors and assigns, from and against any and all claims, losses, liabilities, damages or expenses (including, without limitation, attorneys' fees) arising from the development, operation, maintenance and contents of Affiliate Site.

5. **Competitive Services.** If you are approved as an Affiliate, First ACH would prefer that you not be an affiliate or otherwise promote, market or sell any products that are competitive with First ACH Products. If you do market competitive products and services, you agree to place our Link, banners, and any other content identifying First ACH and/or describing our products and services (the "Content") in a location and in a manner on your Site that is equal to or better than the location and manner in which you place a competitor's Content.
6. **Order Processing.** First ACH will process applications placed by users who follow the Links from Affiliate's Site to First ACH's Web Site. First ACH reserves the right to reject or withhold acceptance of an application for any reason or for no reason, including but not limited to the failure of any customer to comply with our terms and conditions of sale, (which we may revise periodically without notice to you). First ACH will be responsible for all aspects of transaction processing and fulfillment. The amount of activity generated using the Affiliated Links from Affiliate Site to First ACH Site will be tracked by First ACH. Affiliate will have access to First ACH reporting. To permit accurate tracking and reporting, Affiliate must ensure that the Links between Affiliate Site and First ACH Site are properly formatted and are maintained.
7. **Commissions.** See schedule A
8. **Payments.** Subject to Section 7 above, First ACH will pay Affiliate the Commissions earned which payments will be calculated on a monthly basis. Approximately forty-five (45) days following the end of each calendar month during the agreement, First ACH will send Affiliate an ACH credit for the Commissions and Bounties you earned in such month, less any other fees or reduction for returns that First ACH is required by law to withhold, and excluding fraudulent, redundant, or non-qualifying Commissions. If the Commissions payable to Affiliate for any calendar month are less than \$50.00, First ACH will hold those fees until the total amount due is at least \$50.00 (unless this Agreement is terminated). Affiliate may be taxed on the accrual of Commissions, depending on the tax laws of Affiliate's federal, state, and local jurisdictions. Affiliate shall be responsible for any and all tax liability arising out of your accrual or receipt of Commissions and Affiliate hereby agrees to indemnify and hold First ACH harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from such tax liability.
9. **License Grant.** First ACH hereby grants to Affiliate a limited, nonexclusive, royalty-free, nontransferable, worldwide license, without the right to sublicense, to use, reproduce, publicly perform, distribute and display the First ACH Brand Features and First ACH Content at the Affiliate Site solely in the form delivered by First ACH. Affiliate is only entitled to use the First ACH Brand Features and First ACH Content to the extent that the Affiliate is a member in good standing in the Program.
10. **Reservation of Rights.** First ACH reserves all rights other than those expressly granted in this Agreement, and no licenses are granted except as expressly set forth herein. First ACH retains all right, title, and interest in and to the First ACH Brand Features and the First ACH Site, together with all Intellectual Property Rights thereto. In addition, First ACH shall establish all First ACH Product pricing and associated fees. First ACH may, in its sole discretion, change the First ACH Product pricing with or without notice.
11. **Program Information.** First ACH will own all right, title and interest in and to all information that is created or collected in the operation of the First ACH Site including, without limitation: (i) any contact information collected from any Affiliate Originated Visitors, (the "Contact Information"); and (ii) any information collected about product sales at the First ACH Site generated through the Affiliate Link(s), (the "Sales Information"). First ACH (will/can) not share contact information to Affiliates and/or other third parties. First ACH will make certain Sales Information available online to Affiliate from time to time. Affiliate will not disclose any Sales Information to any third party without First ACH's prior approval. Subject to the terms and conditions of this Agreement, First ACH grants to Affiliate a worldwide, non-exclusive, royalty-free license to use Sales Information solely in the manner and subject to the restrictions set forth in this Section. Each party shall comply with its respective privacy policies and statements in handling, using and disclosing any Contact Information and Sales Information.
12. **Termination.** This Agreement will become effective on the Effective Date and ends when terminated by either party in accordance with this Agreement. This Agreement may be terminated (i) by First ACH, if for any consecutive six-month period zero First ACH Products are purchased from the Affiliate link, (ii) by First ACH with or without cause, and with or without notice to Affiliate, and (iii) by Affiliate, with or without cause, by removing the First ACH Brand Feature from the Affiliate Site, and notifying First ACH of its intention to terminate the Agreement. Upon termination or expiration of the Agreement: (i) all licenses granted herein shall terminate; (ii) Affiliate shall immediately remove any Affiliate Link(s) and First ACH Brand Features from Affiliate Site; (iii) First ACH will pay Affiliate any accrued and unpaid Fees, provided such fees exceed \$25, however all future residuals will be forfeited; and (iv) Sections 14, 15, 16, 17, 18, 20, and 21 and this sentence will survive. If First ACH should terminate this Agreement because Affiliate is in breach of a material term, First ACH may withhold Commissions payable to you in an amount equal to the amount by which First ACH believes in good faith that we have been damaged by such breach, including prospective damages and damages resulting from claims by third-parties caused by such breach.
13. **Modification.** At any time and in First ACH's sole discretion, First ACH may modify any of the terms and conditions contained in this Agreement by (i) posting a change notice or a new agreement on First ACH.com and/or (ii) e-mailing a revised agreement to Affiliate. If any modification is unacceptable to Affiliate, Affiliate's only recourse is to terminate this Agreement. Affiliate's continued participation in the program following First ACH's posting of a change notice or new agreement First ACH.com and/or affiliate's receipt of a revised agreement will constitute binding acceptance of the modification.
14. **Disclaimer.** THE FIRST ACH SITE AND RELATED SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY, AND FIRST ACH EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE FIRST ACH SITE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF

PERFORMANCE. IN ADDITION, FIRST ACH MAKES NO REPRESENTATION OR WARRANTY THAT THE LINKS, THE TRACKING DATA, THE OPERATION OF FIRST ACH'S SITE, OR BE FREE'S PROCEDURES AND SYSTEMS FOR TRACKING AND REPORTING SALES GENERATED BY YOUR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND FIRST ACH SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA. FIRST ACH SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO ANY OF YOUR CUSTOMERS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF FIRST ACH'S PRODUCTS

15. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL FIRST ACH BE LIABLE WHETHER IN TORT, CONTRACT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY LOSS OF REVENUE, PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE FAILURE, OR OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO ANY PROVISION OF THIS AGREEMENT OR THE PROGRAM. WITHOUT LIMITING THE FOREGOING, FIRST ACH'S AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO AFFILIATE UNDER THIS AGREEMENT.
16. **Authority.** If the person entering into this Agreement is acting on behalf of his or her company, such person represents to First ACH that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of Affiliate, that this Agreement has been duly authorized by Affiliate and that this Agreement will constitute the legal, valid and binding obligation of Affiliate. Such person hereby agrees to indemnify and hold First ACH harmless from any and all claims, damages and expenses (including, without limitation, attorneys' fees) arising from any breach of this Section. If the person entering into this Agreement is acting on one's behalf, such person represents to First ACH that he or she is an individual, 18 years of age or older, who is a U.S. citizen or permanent resident and is not a citizen or permanent resident of Cuba, Iran, Iraq, North Korea, Libya, Sudan or Syria.
17. **Publicity.** Affiliate shall not create, publish, distribute, or permit any written material that makes reference to First ACH without first submitting such material to First ACH and receiving written consent from First ACH.
18. **Relationship of Parties.** Affiliate and First ACH are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship, or the relationship of principal and agent between the parties. Affiliate will have no authority to make or accept any offers or representations on First ACH's behalf. Affiliate will not make any statement, whether on Affiliate Site or otherwise, that reasonably would contradict anything in this Section. Affiliate, as an independent contractor, will have sole responsibility for its expenses, employees, sales representatives and agents.
19. **Communications.** Affiliate agrees that by becoming a First ACH Affiliate, First ACH will contact you on a periodic basis with information about First ACH's affiliate programs.
20. **Geographic Scope.** All the rights and obligations of both First ACH and Affiliate are valid only within the United States.
21. **Miscellaneous.** This Agreement shall be interpreted in accordance with the laws of the State of Maryland without reference to conflicts of laws provisions, and any legal proceeding arising out of this Agreement will occur in Columbia, Maryland. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and valid assigns of the parties hereto. This Agreement contains the entire agreement between First ACH and Affiliate with respect to the subject matter hereof, and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, between First ACH and Affiliate with respect to the subject matter hereof. Affiliate may not assign all or any part of this Agreement without First ACH's prior written consent. Except as set forth in Section 13, this Agreement may not be modified without the prior written consent of both parties.
22. **Notice.** Any notice to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail. The date of receipt shall be deemed the date on which such notice is given. Notice to First ACH will be directed to First ACH Inc., 9693A Gerwig Lane, Columbia, MD 21046, Phone: 800-356-2429, Fax: 443-283-2615.
23. **Assignment.** You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties to this Agreement and their respective successors and assigns.
24. **Independent Investigation.** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE AFFILIATE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Schedule A

Please indicate commission preference below:

- Option 1*: Affiliate will receive 100% of the setup fee
- Option 2*: Affiliate will receive 10% of the monthly fees for the life of the contract
- Option 3*: Affiliate will receive 50% of the setup fee, and 5% of the monthly fees for the life of the contract

*All commissions are subject to a 180-day chargeback period. The 180-day chargeback period begins the date the Affiliate receives their commission. If at any point during the 180-day chargeback period First ACH suffers any losses from any merchant that was referred by the Affiliate, First ACH reserves the right to collect any and all commissions during the 180-day chargeback, and any all future commissions to recover said losses.