

Thank you for your interest in becoming CHARGE Anywhere's business partner. CHARGE Anywhere strives relentlessly to bring best-of-breed solutions to the card payments industry and to maintain strong long-term partnerships to ensure lasting success for all. Please complete the attached application and NDA in order to become part of the CHARGE Anywhere alliance.

Please note the following merchant billing arrangements available:

Dealer arrangement – Under this arrangement, CHARGE Anywhere will bill and collect monthly airtime and per transaction fees directly from merchants. CHARGE Anywhere will remit any mark-up above partner's (channel's) cost to the channel on a monthly basis.

CHARGE Anywhere is responsible for providing full customer support to the merchant on any issues relating to CHARGE Anywhere's products and services.

In a Dealer arrangement, the sales channel must have the merchant sign a CHARGE Anywhere service agreement authorizing CHARGE Anywhere to process payment electronically for the monthly fees from the merchant's account.

Reseller arrangement – Under this arrangement, CHARGE Anywhere will bill the sales channel for the merchant's fee (at reseller's cost) and the reseller will then bill and collect from the merchant at whatever price they choose.

CHARGE Anywhere is responsible for providing full customer support to the reseller and only limited customer support to the merchant.

In a reseller arrangement, a CHARGE Anywhere service agreement is not required.

Company Information:

CHARGE Anywhere LLC
4041B Hadley Road
South Plainfield, NJ 07080

(p): 732-417-4447
(fax): 732-417-4448
(toll free): 800-211-1256
www.chargeanywhere.com

Customer support hours of operation:

Monday through Friday 9 a.m. to 12 a.m. EST
Saturday and Sunday 9 a.m. to 5 p.m. EST

Important company email addresses:

Customer support: support@chargeanywhere.com
Sales support: sales@chargeanywhere.com
Billing questions: billing@chargeanywhere.com

Fax the completed application and NDA to (732) 417-4448

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) 211-1256 or email sales@chargeanywhere.com



NEW CHANNEL APPLICATION

4041 B Hadley Road
 South Plainfield, NJ 07080
 tel. 800.211.1256
 fax. 732.417.4448

SALES REPRESENTATIVE: _____

COMPANY NAME		CONTACT NAME (FIRST NAME, MI, LAST NAME)														
STREET ADDRESS 1		TITLE / POSITION														
STREET ADDRESS 2		BILLING E-MAIL ADDRESS														
CITY	STATE	ZIP CODE	EXECUTIVE E-MAIL ADDRESS													
COMPANY PHONE NUMBER		CUSTOMER SUPPORT E-MAIL ADDRESS														
COMPANY FAX NUMBER		BUSINESS FOCUS (Please describe the focus of your business below)														
COMPANY WEBSITE ADDRESS																
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	ZIP CODE												
PRINCIPAL 1 NAME		DOB	SS#	DRIVERS LICENSE #												
ADDRESS		CITY	STATE	ZIP CODE												
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 WIRELESS PRODUCTS AND SERVICES IN THE MERCHANT SERVICE INDUSTRY? If yes, please explain.													
CREDIT CARD PROCESSOR NAME			WILL YOU REQUIRE CHARGE ANYWHERE TO BILL YOUR MERCHANTS?													
DO YOU PROVIDE CUSTOMER SERVICE TO YOUR CUSTOMERS? If yes, what capacity?				NUMBER OF CUSTOMERS How many POS customers do you currently support?												
PLEASE LIST THE OTHER WIRELESS PRODUCTS AND SERVICES THAT YOU SELL				<table border="0" style="width:100%;"> <tr> <td>WIRELESS</td> <td>TOTAL</td> </tr> <tr> <td><input type="checkbox"/> 1-50</td> <td><input type="checkbox"/> 1-50</td> </tr> <tr> <td><input type="checkbox"/> 51-100</td> <td><input type="checkbox"/> 51-100</td> </tr> <tr> <td><input type="checkbox"/> 101-500</td> <td><input type="checkbox"/> 101-500</td> </tr> <tr> <td><input type="checkbox"/> 501-1,000</td> <td><input type="checkbox"/> 501-1,000</td> </tr> <tr> <td><input type="checkbox"/> 1,000+</td> <td><input type="checkbox"/> 1,000+</td> </tr> </table>	WIRELESS	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+
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<input type="checkbox"/> 501-1,000	<input type="checkbox"/> 501-1,000															
<input type="checkbox"/> 1,000+	<input type="checkbox"/> 1,000+															

AUTHORIZED CUSTOMER SIGNATURE	PRINT NAME	TITLE	DATE
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This Mutual Nondisclosure Agreement (this "Agreement") is made and entered into as of _____, 20__ by and between Charge Anywhere, LLC ("CHARGE Anywhere"), and _____ (the "Company").

1. **Purpose.** CHARGE Anywhere and the Company wish to explore a business opportunity of mutual interest and in connection with this opportunity, CHARGE Anywhere 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 CHARGE Anywhere 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 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 CHARGE Anywhere 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.** The term of this Agreement shall begin on the date of this Agreement and end on the date that is the later of (a) three years after the date of this Agreement, or (b) three years after the date of termination of any other agreement made by and between the parties.

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 and CHARGE Anywhere shall not and shall cause their 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 the other Party, 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.

"CHARGE Anywhere"

4041B Hadley Rd.
South Plainfield, N.J. 07080

By: _____

Name: _____

Title: _____

"Company"

By: _____

Name: _____

Title: _____