



4015 S. El Capitan Way, Ste 100
 Las Vegas, NV 89147
 Phone: 702.538.8500 Fax: 702.588.5830
 Toll Free: 855.295.8500
 www.DataGenesis.com

USA : IBM AGREEMENT

- Renewal Amended
- Add Co-Applicant or Participant

APPLICANT INFORMATION

First Name (Applicant)	Initial	Last
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Nickname	Date of Birth	Social Security Number
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Spouse's Name	Date of Birth	Social Security Number
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Complete if:

Sole Proprietor LLC Partnership Corporation

Legal Name: _____

Primary Officer/Partner: _____

Federal Tax ID Number: _____

All Spouses and Participants that wish to perform any Business Activity must submit an IBM Agreement as a Co-Applicant or Participant in the IBM Nexus and must be appointed by the Company. Only persons appointed by DG may perform any Business Activity. Refer to P&Ps Section 1.

Residential Address	City	State	Zip
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Mailing Address (if different from above)	City	State	Zip
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Telephone (Primary)	Telephone (Alternate)	Fax	Email
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

IBM ID#	Placement ID#	Enrolling Executive (First, MI, Last)	Executive ID#
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

AUTHORIZATION FOR BACKGROUND INVESTIGATION

I hereby authorize any duly authorized agent of Data Genesis ("DG") to obtain from any agency relied upon by DG, to release any criminal record information concerning me, whether the said records are public or private, and including those which may be deemed to be privileged or confidential in nature and I release all persons from liability of such disclosures. Information appearing on this IBM Agreement will be used exclusively by DG for identification purposes and for the release of information which will be considered in determining any suitability for appointment as an IBM. This authorization is valid during the course of my contract to the extent permitted by law. I have the right to make a request to DG, upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including sources of information, and the recipients of any reports on me which DG has previously furnished within the two year period preceding my request. I understand and agree that any omission, false statement, misleading statement, or answer made by me on my application will be sufficient grounds for rejection of and/or discharge of the IBM Agreement.

Signature x	Date
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PLEASE PROVIDE A COPY OF DRIVER LICENSE.

AUTHORIZATION FOR DIRECT DEPOSIT (Optional)

I hereby authorize DG to initiate automatic deposits of compensation payments to my account at the financial institution named below. Further, I agree not to hold DG responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account. This authorization will remain in effect until DG receives a written notice of cancellation from me or my financial institution, termination of this IBM Agreement, or until I submit a new direct deposit authorization. The initial set-up requires 10 business days in advance of payment.

NAME OF FINANCIAL INSTITUTION	ROUTING NUMBER (requires 9 digits)	ACCOUNT NUMBER
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Signature x		Date
<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>

PLEASE ATTACH A VOIDED CHECK.

BY SIGNING THIS IBM AGREEMENT, I apply to become an Independent Business Manager ("IBM"). I certify that I am at least 18 years of age and legally able to enter into this IBM Agreement which consists of the following: (i) IBM Agreement (ii) Statement of Beneficial Interest (business entity Applicants only), (iii) Terms and Conditions, (iv) Registration fee \$60 per participant, (v) W9 Form, (vi) Policies & Procedures Confirmation Page, and (vii) Code of Ethics. I understand DG does not guarantee the success of my business or the income, if any, that I might earn. I understand that my success will depend on my own efforts, skills, and productivity. I have read and agree to the Terms and Conditions attached herewith. I hereby agree to be bound by the Terms and Conditions, which by reference are fully incorporated into this agreement. I further understand that I may not perform any Business Activity until I have been appointed by Corporate as an IBM. If I am a business entity, the person signing this IBM Agreement has full authority to execute this agreement and legally bind the company.

Signature x	Date
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Mail originals and \$60 check or money order to Data Genesis, 4015 S. El Capitan Way, Suite 100, Las Vegas, NV 89147.



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 Las Vegas, NV 89147
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STATEMENT OF BENEFICIAL INTEREST

Original Renewal Amended

List ALL parties with a Beneficial Interest in the Independent Business Manager ("IBM") Nexus: A Person is deemed to have a Beneficial Interest if he or she: (i) has any direct or indirect ownership as an individual, partner, shareholder, member, manager, beneficiary, trustee, officer, director or principal of an IBM Nexus; (ii) has any actual or de factor control over in an IBM Nexus; (iii) receives any income directly or indirectly from an IBM Nexus; or (iv) has any other similar interest or benefit in an IBM Nexus.

Select the business type: Sole Proprietor LLC Partnership Corporation Other (specify) _____

Legal Name **DBA**

Date Business Started **State Filed** **EIN#**

Month Year

Mailing address **City** **State** **Zip**

Business Phone **Fax** **Website**

The below signatories (and others as may be appended to this document) certify that each is authorized to sign any document necessary to conduct business with Data Genesis ("DG"), and is liable for all contracts entered into between the business entity identified above and DG jointly and severally. Each acknowledges that they are individually bound to and must comply with the Independent Contractor Agreement and DG Program Standards. Violation of the Independent Contractor Agreement and/or DG Program Standards by any partner, member, shareholder, employee, trustee or other individual associated with the ownership or management of the said business entity shall be jointly and severally imputed to the entity and all other owners, partners, shareholders, trustees, managers, members or persons with other ownership or managerial responsibility for the entity. Failure to list all appropriate persons on this Statement of Beneficial Interest Form shall be grounds for disciplinary sanctions as described in the Independent Contractor Agreement. The Applicant / IBM signing below represents and warrants that (i) the persons listed below are the only persons with a Beneficial Interest in the IBM Nexus and (ii) such individual(s) have had no Beneficial Interest in any other DG IBM Nexus for the preceding twelve month period. If other than a sole proprietorship, the Applicant / IBM signing below further represents and warrants that the business entity is duly organized, authorized and in good standing under the laws of the state of its organization and is duly authorized to do business. Each of the signers below certifies that the information given on the form is true and correct as of the date listed below.

Name of Primary Participant (First, MI, Last) **Social Security Number**

Title **% of Beneficial Interest** **Date of Birth**

Signature **Date of signature** **Select one:**
 I WILL perform Business Activity
 I WILL NOT perform Business Activity

*

Name (First, MI, Last) **Social Security Number**

Title **% of Beneficial Interest** **Date of Birth**

Signature **Date of signature** **Select one:**
 I WILL perform Business Activity
 I WILL NOT perform Business Activity

*

Name (First, MI, Last) **Social Security Number**

Title **% of Beneficial Interest** **Date of Birth**

Signature **Date of signature** **Select one:**
 I WILL perform Business Activity
 I WILL NOT perform Business Activity

*

Attach another Statement of Beneficial Interest form for additional names. All future changes to this business entity must be submitted in writing and must include the names and signatures of all original parties.

USA: IBM AGREEMENT TERMS AND CONDITIONS

You hereby apply to become an Independent Business Manager ("IBM") for Data Genesis (the "Company"). You understand and agree that:

- 1. Age of Majority.** All Applicants must be the age of majority, in the jurisdiction in which they reside, usually eighteen years of age.
- 2. Legal Residency.** The IBM Agreement must be filed and maintained in the country where Applicant is a legal resident or citizen or where they have a legal right to do business. If the Applicant is a business entity, the person signing the IBM Agreement and Statement of Beneficial Interest has the authority to do so.
- 3. Security and Privacy of IBM Information.** All information provided by an Applicant on an IBM Agreement will be used solely for the purposes of evaluating the IBM Agreement and for related activities of the IBM. The Company will supply information and reports to an IBM concerning the IBM's Nexus (this information does not include "personal information," such as age, tax identification numbers, income, ethnic origin, etc). All information submitted is held by Corporate in the United States.
- 4. Restrictions against Multiple Beneficial Interests.** An IBM may not have any rights to receive compensation in or management control of more than one IBM Nexus, whether direct or indirect or whether as an individual, spouse, or Business Entity without express written permission from the Company.
- 5. One Person per IBM Agreement.** Only one Person may apply to become an IBM per IBM Agreement. If more than one individual has Beneficial Interest in an IBM Nexus, then they must apply as a Business Entity. A spouse is deemed to have a Beneficial Interest in the IBM's Nexus and all acts and omissions of the spouse shall be imputed to the IBM. If the spouse will perform any Business Activity, he/she must be added to the IBM Agreement as a Co-Applicant in the IBM Nexus formed by the other spouse.
- 6. Entire Agreement.** The IBM Agreement, Policies and Procedures ("P&Ps"), Compensation Plan, Program Standards collectively referred to as the "Contract" contains the entire understanding concerning the subject matter hereof between the Company and IBM, and is intended as a final, complete and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, covenants, arrangements, communications, negotiations, warranties or representations, either written or oral, by any officer, partner, employee or representative of any party hereto relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to IBM by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail. Nothing in the Contract, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities to the Contract any rights or remedies under or by reason of the Contract.
- 7. Registration Fee.** Upon submission of IBM Agreement to the Company, Applicants are required to submit payment for a non-refundable registration fee in the amount of \$49 USD per Participant. This non-commissionable registration fee does not include any products, sales or marketing materials and is not a service or franchising fee. Enrolling Executives may not require applicants to purchase any products or any business supported materials or imply that any such purchase is required.
- 8. Activation and Appointment as an IBM.** An Applicant is considered active and appointed by the Company to perform Business Activity when (i) he returns the signed, completed original or faxed IBM Agreement; (ii) pays registration fee; (iii) the criminal background check is completed; and (iv) the Company approves the IBM Agreement. The Company reserves the right to accept or reject: anyone as an IBM; applications for a new IBM Nexus; or applications for amendment or renewal. The appointment as an IBM of the Company is a non-transferable right to perform Business Activity. The Applicant and his Enrolling Executive will receive notification of acceptance or denial of the IBM Agreement from Corporate within ten business days of date of receipt.
- 9. Acts of Participants in an IBM Nexus.** The acts of any Participant, spouse, partner or agent of IBM will be considered to be the acts of IBM and subject to the terms and conditions of the Contract.
- 10. Inaccurate Information.** An IBM may not sign the IBM Agreement on behalf of another individual. An IBM may not be an agent for or act as an agent for another IBM. Forgery of another individual's name or establishing phantom IBM positions will be grounds for termination of the Contract. If the Company determines that the IBM Agreement or supporting documentation contains inaccurate or false information, it may immediately terminate the Contract or declare the IBM Agreement null and void from its beginning. Further, it is the obligation of the IBM to report to the Company on an ongoing basis any changes which affect the accuracy of the Contract.
- 11. Independent Contractor Status.** Upon acceptance of this Contract by the Company, you will be an independent contractor responsible for your own business. This Contract is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership or joint venture between you and the Company, or between you and your sponsor. It is understood and agreed that IBM is not entitled to participate in any group medical plans, pension plans, bonus, stock, or similar benefits that the Company provides to its employees. It is further understood and agreed that IBM is responsible for paying (and that the Company has no responsibility to withhold on IBM's behalf) any and all required state and federal taxes, including, but not limited to FICA (Social Security), unemployment insurance, federal or state income taxes, disability insurance and worker's compensation insurance. IBM may employ such personnel as it deems necessary to complete performance. The Company may not direct such employees, and the IBM takes full responsibility for paying all compensation and expenses of its employees and/or subcontractors, including (but not limited to) all related local, state and federal taxes, unemployment insurance, Social Security/Medicare, disability insurance, and other applicable withholdings, payroll taxes, and workers' compensation insurance premiums.
- 12. Site Inspections.** It shall be the responsibility of the IBM to conduct a physical inspection of the business premises of each prospective Merchant submitted by IBM and/or provide applicable supporting documentation as required under the Company's Program Standards issued, from time to time by the Company to IBM, as may be amended by the Company, in its sole discretion. IBM must certify that, to the best of his knowledge, information and belief, the prospective Merchant is legitimately engaged in bona fide business operation and is not engaged in any operation with the intent to defraud the Company, its vendors or any other person or entity.
- 13. Acceptable Merchants.** IBM shall market the Company Services only to bona fide and lawful U.S. businesses. IBM shall identify prospective Merchants that meet the Company's criteria as set forth in the Company's Program Standards.

- 14. Approval of Merchants.** IBM acknowledges that all Merchants are to be approved by the Company and its vendors in their sole discretion and Merchants will be able to utilize the Company Services effective only upon such approval. Therefore, IBM will not make any promise to or create any impression with a prospective Merchant that it will be approved prior to review and approval.
- 15. The Company Services Agreements.** Merchants will be presented by IBM or the Company with an online or written application and/or agreement that will govern the relationship between Merchants, IBM, the Company, and its vendors in regard to the Company Services ("Company Services Agreement"). IBMs will obtain all information and documentation reasonably required by the Company, the Company's sponsor bank or its vendors. IBM shall use only the specified form of Company Services Agreement that has been approved and supplied by the Company.
- 16. Exclusive Services.** During the Term of the Contract, IBM, its principals and its affiliates shall not enter into any agreement to solicit Merchants for the merchant-acquiring program of any bank, company, Independent Sales Organization (ISO), Third Party Servicer, Merchant Servicer or financial institution other than the Company, including a direct relationship with any of the Company's vendors, without the Company's prior written consent. Nor shall IBM, its principals or any of its affiliates enter into any relationship with any organization that would affect an indirect relationship with any such bank, company, ISO, Third Party Servicer, Merchant Servicer or financial institution.
- 17. Data Security Compliance.** IBM agrees to comply with privacy and security requirements under the Payment Card Industry Data Security Standard ("PCI DSS") with regard to IBM's use, access and storage of certain credit card non-public personal information ("Cardholder Information") on behalf of the Company. Visa®, MasterCard®, Discover®, American Express®, the Company's sponsor bank, any automated teller machine (ATM) or Debit Networks and the other financial service card organizations (collectively referred to as "Associations"). IBM shall comply with its obligations under any applicable state or federal law or regulations as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use and disclosure of Cardholder Information. IBM agrees that it shall protect the privacy of Cardholder Information to at least the same extent that the Company must maintain that confidentiality under PCI DSS compliance or applicable law. IBM agrees to ensure that any agent, including a subcontractor, to whom it provides Cardholder Information received from, or created or received by IBM on behalf of the Company, agrees to the same restrictions and conditions that apply through the Contract to IBM with respect to such information. Upon five business days notice or immediately upon any unauthorized access to, use or disclosure of any Cardholder Information, the Company may, at its discretion, conduct an on-site audit and review of IBM's procedures and systems.
- 18. Regulatory Demand.** If the Associations or any federal, state or other type of regulatory agency having jurisdiction over the subject matter of the Contract makes a demand that either the Company or any of its vendors discontinue or substantially modify any of the Company Services, either party in its sole discretion may terminate the Contract upon written notice to the other, in which case neither party shall be deemed to be in default by reason of such termination.
- 19. Compliance with Laws and Rules.** IBM agrees to comply with the rules and regulations of the Associations, as they may exist from time to time, and the rules and regulations of any debit network or federal or state department or agency having jurisdiction over the activities of the Company or IBM ("Rules"). In the event of any inconsistency between any provision of the Contract and the Rules, the Rules shall govern. IBM hereby agrees to accept and abide by any amendments and revisions to the Rules. IBM will comply with all applicable international, national, state, regional and local laws, regulations, and ordinances in performing its duties hereunder and in any of its dealings with respect to the Company. An IBM shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits advertising, offer to sell, lease or sale of the Company Services at less than the pricing suggested by the Company. IBM shall use only those marketing and promotional materials that comply with the Rules and all federal, state, local and any other applicable laws or regulations.
- 20. Marketing and Advertising Regulation.** The Company recognizes advertising and promotion can be viable methods for IBMs to build their businesses. However, strict regulations are necessary to maintain an effective and ethical marketing effort. IBM agrees and understands that IBM MUST market all the Company Services under one of the Company's brand names in compliance with P&Ps. IBM shall not alter any Merchant Agreement, merchant application, or associated forms necessary to board and seek approval, including, but not limited to, by removing any logos or identifying information.
- 21. Use of "Independent Business Manager" in Advertising.** Any advertisement which utilizes the Company name, logo or trademarks must be approved by the Company prior to any advertisement. IBM's title may not imply that IBM is an employee of the Company. Each time the Company's logo or name is used in writing and in relation to the Company Services or business opportunity; IBM must identify himself in individual's name (or Co-Applicant's name, if applicable) as an "Independent Business Manager" of the Company.
- 22. Business Cards and Stationery.** IBMs are not permitted to create their own business cards, stationery, or letterhead graphics resembling the Company's logo or Marks. Only the Company's approved template design is permitted for letterhead, envelopes and business cards.
- 23. Non-compliance with Advertising Regulations.** Failure by IBMs to comply with the policies, procedures, rules and regulations set forth may result in the termination of the Contract and the loss of future income with the Company. IBMs found intentionally violating these provisions, which, in particular, affect our goodwill and reputation with Visa, MasterCard, NACHA, the Company's sponsor bank or any federal, state or other type of regulatory agency, may have their Contract terminated and/or be reported to the proper authorities. In addition, the Company may elect to take legal action against those who violate the Company's advertising policies, procedures, rules and regulations.
- 24. Use of Trademarks and Copyrights.** IBM may use the trademarks and service marks of the Company and all Associations (the "Marks") in promoting the Company Services in conformance with the Rules subject to the sole discretion and approval of the Company. IBMs may not use the Marks on non-approved sales and marketing tools. The Company's literature and media are copyrighted by the Company and may not be duplicated. IBMs may not use any of the Company's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake or deception as to the source of the Company Services advertised. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar. Upon termination, IBMs shall no longer use the Marks or anything similar thereto.

USA: IBM AGREEMENT TERMS AND CONDITIONS

Notwithstanding anything to the contrary contained herein, nothing stated herein shall be construed as granting IBM any right, title and interest in and to the Marks or the goodwill associated therewith, and IBM acknowledges that it will not, at any time, during or subsequent to the Term of the Contract, do or cause to be done, any act or thing contesting or in any way impairing or intending to impair any part of the right, title and interest and the goodwill represented by the Marks or impugny in any fashion the reputation of the Company or attack the validity of the Marks. The provisions of this section survive the termination of the Contract.

25. **Earnings.** As the success of any IBM depends largely on the personal efforts of that IBM, the Company does not guarantee any level of profit or success, nor does it guarantee an IBM a specific income. IBM does not receive compensation for Personally Enrolling other IBMs. During any period of time in which the Contract remains in full force and effect, compensation to IBM will be paid as set forth in the Compensation Plan. The Company may only amend the compensation to reflect any increases or decreases in the direct costs that it is charged by its vendors, the Associations and other similar entities.

26. **Good Standing.** Active IBMs in Good Standing who meet the minimum activity requirements are eligible to receive compensation as described in Appendix B – Compensation Plan. To be in Good Standing, the IBM has: (i) a current positive credit standing with the Company and (ii) satisfied all debts and obligations to the Company.

27. **Offset Rights, Security Interests.** The Company shall have the right of offset against any funds credited to or owing from the Company to IBM for any obligation of IBM to the Company, including, without limitation, obligations of IBM under the Contract. This right of offset may be exercised by the Company at any time and without notice to IBM whether or not the obligations of IBM to the Company are then due. If the Company is charged back amounts previously funded by a leasing company or third party vendor, IBM agrees that IBM is solely responsible for repayment in full of any amounts charged back by the leasing company and any penalties, fees or interest incurred in relation to said Chargeback. This provision shall survive the termination of the Contract.

28. **Term and Renewal.** The Contract shall have a Term which shall begin on the date of appointment by the Company, and subject to earlier termination by IBM or the Company, and shall expire annually per calendar year, or such other date the Company may, in its sole and absolute discretion, specify in writing from time to time. IBMs must renew annually during the renewal period and the Company has the right to decline or accept any renewal at its sole discretion. The Company requires that the IBM executes a renewal IBM Agreement and/or other documentation as a part of its renewal procedures. Renewal shall constitute IBM's acceptance and reaffirmation of all provisions of the IBM Agreement in effect on the date of renewal. Upon renewal the IBM will be charged a renewal fee unless IBM elects not to continue as an IBM of the Company. This fee is non-refundable and must be paid in order for the IBM to stay authorized, active and in Good Standing with the Company. Each IBM must pay his own annual renewal fee with an acceptable method of payment. No other person, current IBM or otherwise, may pay on behalf of the renewing individual IBM. There is no annual renewal IBM Agreement or fee required of newly enrolled IBMs who have executed an initial IBM Agreement after August 1st in a given year. IBMs executing an initial IBM Agreement prior to August 1st in a given year must submit a renewal IBM Agreement by December 31st of that year, and each calendar year thereafter.

29. **Non-Renewal.** The Company will suspend IBMs that do not submit renewal IBM Agreements by the renewal deadline. Once an IBM has been suspended due to non-renewal, the IBM must submit a renewal IBM Agreement along with applicable renewal fee to regain IBM activation status. IBMs not renewing by midnight on the last day of February shall be deemed to have voluntarily terminated their IBM Nexus.

30. **Suspension.** When a decision is made to suspend IBM, the Company will inform IBM in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension (if any). Such suspension may or may not lead to termination of IBM as so determined by the Company at its sole discretion. The Company may take certain action during the suspension period, including, but not limited to, the following: (i) prohibit IBM from representing themselves as an IBM of the Company; (ii) prohibit IBM from performing Business Activity; (iii) prohibit IBM from using any of the Company's proprietary marks and/or materials; (iv) prohibit IBM from Personally Enrolling new IBMs or promoting the Compensation Plan; (v) prohibit IBM from contacting current IBMs and participating in Company meetings or trainings; and (vi) withhold the right to receive compensation that may be due IBM during the suspension period. If IBM wishes to appeal, the Company must receive such appeal in writing within fifteen days from the date of the suspension notice. The Company will review and consider the suspension and notify IBM in writing of its decision within thirty days from the date of the suspension notice. The decision of the Company will be final and subject to no further review. If the Company, at its sole discretion, determines that the violation which caused the suspension is continuing, and has not satisfactorily been resolved or a new violation involving the suspended IBM has occurred, the suspended IBM may be terminated.

31. **Termination.** The Contract can be voluntarily terminated by an IBM at any time and for any reason, by non-renewal or submitting a written resignation letter to the Company. The Company may terminate this Contract with less than thirty days written notice for serious violations of the P&Ps.

32. **Disclaimer of All Warranties.** The Company Services are provided "as is" without any warranty whatsoever. The company disclaims all warranties, express, implied or statutory, to IBM as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. No oral or written information or advice given by the company or its employees or representatives shall create a warranty or in any way increase the scope of the company obligations.

33. **Indemnification.** IBM agrees to indemnify, defend and hold harmless the Company, its employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by IBM or any employee, agent or affiliate of IBM to comply with the terms of the Contract; (ii) any warranty or representation made by IBM or any employee, agent or affiliate of IBM being false or misleading; (iii) any representation or warranty made by or any employee, agent or affiliate of IBM to any third person other than as specifically authorized by the Contract; (iv) the manner or method in which the IBM performs Business Activity pursuant to the Contract; (v) negligence of IBM or any employee, agent or affiliate of IBM; or (vi) any alleged or actual violations by IBM or any employee, agent or affiliate of IBM of any governmental laws, regulations or rules.

34. **Non-Solicitation of Merchants.** Without the Company's prior written consent (which consent may be withheld in the Company's sole and absolute discretion), IBM shall not knowingly cause or permit any of their employees, agents, principals, affiliates, subsidiaries or any other person or entity (i) to solicit or provide services that compete with the Company Services to any Merchant that has been accepted by the Company; (ii) to solicit or otherwise cause any Merchant that has been accepted by the Company or its vendors to terminate its participation in any of the Company Services; or (iii) to solicit or market services to any Merchant that is already directly or indirectly provided any of the Company Services, whether or not such are provided under the terms of the Contract. This provision shall apply during the Term of the Contract and for five years after any termination, cancellation or expiration of the Contract. IBM will remain responsible for resulting damages from such prohibited solicitation.

35. **Intellectual Property.** "Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered), trade names and goodwill associated therewith; (ii) patents, patentable inventions, computer programs and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by the Contract, the Company grants no right or license to IBM by implication, estoppel or otherwise to the Company Services or any Intellectual Property Rights of the Company. Each party shall retain all ownership rights, title and interest in and to its own products and services (including in the case of the Company, in the Company Services) and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted herein. The Company (and not IBM) shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for the Company Services and any Intellectual Property Rights incorporated therein. IBM will cooperate with the Company in pursuing such protection, including without limitation executing and delivering to the Company such instruments as may be required to register or perfect the Company's interests in any Intellectual Property Rights and any assignments thereof. IBM shall not remove or destroy any proprietary, confidentiality, trademark, service mark or copyright markings or notices placed upon or contained in any materials or documentation received from the Company in connection with the Contract.

36. **Dispute Resolution.** Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between IBMs shall initially be referred to the Company's Legal Department. The Company will use its best efforts to resolve the dispute informally and amicably. If, after negotiating for thirty days (or for some longer period if the parties agree), no resolution of the dispute is reached by the Lead Line Executive, the parties will submit the dispute to binding arbitration in Clark County, Nevada, pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the procedures set forth below.

37. **Arbitration.** All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by mandatory, final binding, non-appealable arbitration. The arbitration will take place in Clark County, Nevada, and will apply the governing law of the Contract. The final and binding arbitration will be performed by a panel of three arbitrators in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. Following notice of a party's election to require arbitration, each party will, within thirty days, select one arbitrator; and those two arbitrators will, within thirty days thereafter, select a third arbitrator. If the two arbitrators are unable to agree on a third arbitrator within thirty days, the AAA will, within thirty days thereafter, select the third arbitrator. The decision of the arbitrators will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrators will be bound by the warranties, limitations of liability, and other provisions of the Contract. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

38. **Jurisdiction; Venue; Governing Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Nevada (irrespective of its choice of law principles). The parties agree that before or after a demand for arbitration is made that a party (in addition to any other remedies which it may have and which are hereby exclusively reserved) is entitled to preserve its rights under the Contract by seeking interim injunctive relief (a temporary restraining order, preliminary injunction and all other forms of interim relief available to the party filing the action) without a bond, and that the only venue for any suit shall be in the state courts located in Clark County, Nevada or, at the sole discretion of the Company, in the federal court located in Las Vegas, Nevada. The parties agree that such suit filed with the court: (i) is not a waiver of the rights of the party who filed the suit to proceed with any demand for arbitration it previously filed and (ii) will not in any way affect the rights of the party filing the suit to thereafter demand arbitration once the interim relief is obtained. The parties expressly waive any objections to personal jurisdiction or venue of such courts and to the arbitration being conducted in Las Vegas, Nevada, United States of America.

39. **Limitation of Liability.** To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the IBM releases the Company and its Responsible Parties from and waive all claims, for any consequential, indirect, special, incidental, reliance, or exemplary damages arising out of or relating to this Contract or the Company services, whether foreseeable or unforeseeable, and whether based on breach of any express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or other cause of action (including, but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims), even if such party has been advised of the possibility of such damages. Except for the duty to pay residuals to IBM, under no circumstances shall the Company's total liability to IBM or any third party arising out of or related to this Contract exceed \$10,000 USD regardless of whether any action or claim is based on warranty, contract, tort or otherwise.

40. **Notices.** Any notice to the Company should be sent to Corporate: Data Genesis Corporation, 4015 S. El Capitan Way, Suite 100, Las Vegas, NV 89147. IBM agrees to promptly provide the Company with all of IBM's contact information, including, but not limited to, address, telephone number(s), fax number(s) and e-mail address, in order to facilitate prompt communication between the Company and IBM.

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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 payee 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. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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 Payee

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

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

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

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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. 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. Entering "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 payees, see *Exempt Payee* 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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 disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
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), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 for 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.

Policies and Procedures

Data Genesis Corporation (the "Company") has always maintained high standards for responsible, fair and honest business practices. These high standards serve as the foundation for our business relationships and for our reputation. These Policies and Procedures are effective as of the date first displayed above and govern the way an Independent Business Manager ("IBM") conducts business with the Company, other IBMs, third party vendors and Merchants; they replace and succeed all previous versions. The governing definitions are capitalized and found in Appendix A. Any interpretation, clarification, exclusion or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. All words will be deemed to include the plural as well as the singular and to include all genders.

The Independent Business Manager Agreement ("IBM Agreement"), Policies and Procedures, Compensation Plan (Appendix B), Program Standards and any other written agreement between the Company and the IBM in their present form and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract". It is the responsibility of each IBM to read, understand, adhere to and ensure that he is aware of and operating under the most current version of the Contract. When Personally Enrolling an Applicant offline, it is the responsibility of the Enrolling Executive to provide the most current version of the Contract to the Applicant prior to his execution of the IBM Agreement. By signing the Contract or accepting payment of compensation in the Compensation Plan, an IBM demonstrates that he has read, understands and consents to abide and be bound by the Contract and any amendments thereto. The Company endeavors to enforce the Contract on a uniform and non-discriminatory basis. However, any failure to enforce any of the provisions of the Contract with one IBM does not waive the Company's right to enforce any such provision(s) with that same IBM or any other IBM.

The Company may amend any part of the Contract from time to time as laws and business circumstances change. The Policies and Procedures posted on www.datagenesis.com (the "Website") will be enforced from the date of posting. Therefore, it is recommended that IBMs regularly review the most recently published Policies and Procedures on the Website. Nothing contained in or omitted from these Policies and Procedures shall be construed as a waiver, release or modification of any rights of the Company under the Contract, all of which are expressly reserved. IBMs must not rely upon the opinion of any employee or IBM of the Company for interpretation of the Policies and Procedures. If an IBM has a question regarding the interpretation of these Policies and Procedures, such questions must be directed to the Company's Corporate Headquarters ("Corporate"). The Company has developed these Policies and Procedures to assist in the success of the IBMs and therefore the success of the Company.

By signature below, Applicant/IBM understands that a copy of the full Policies and Procedures and Compensation Plan are available for download via the Internet at: www.datagenesis.com.

Applicant/IBM further acknowledges reading and agreeing to all terms in the Policies and Procedures. Upon receipt of a signed facsimile or original of this Confirmation Page by the Company, the IBM Application will be processed.

Applicant/IBM Signature:

Signature

Date

Please Print Name of Signer

Title

Policies and Procedures

CODE OF ETHICS

The Company is a value-based company and we pride ourselves on the quality and character of our IBMs. The following Code of Ethics helps ensure a uniform standard of excellence throughout our organization. IBM agrees to practice the following ethical behavior when operating their IBM Nexus. Each behavior is part of the Code of Ethics and is material to the Contract.

- I will be courteous, respectful, honest, and fair to each and every person I meet while representing the Company's business.
- I will perform Business Activity in a manner that reflects favorably at all times on the Company Services and the good name, good will and positive reputation of the Company.
- I will follow the Policies and Procedures and Program Standards to the best of my ability, using my best efforts to follow the spirit as well as the letter of these Policies and Procedures and Program Standards.
- I will promote proper use of the Company Services. I will make no false or misleading representations with regard to the Company or the Company Services.
- I will make no representation, warranties or guarantees to Merchants with respect to the specifications, features or capabilities of the Company Services that are inconsistent with the Company's publications.
- I will not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the Company or the Company Services.
- I will not communicate disparaging comments about competitors' services to others and shall not communicate slanderous, libelous and derogatory statements about competitors, other IBMs or the Company's employees.
- I will correctly and lawfully represent the Compensation Plan and the income potential represented therein. I understand I may not use my own income as an indication of others' potential success or use compensation earnings as marketing materials.
- I will fulfill my leadership responsibilities as an Enrolling Executive by training, assisting, and otherwise supporting the IBMs in my Member Line.
- I shall take appropriate steps to protect the private information of my Merchants and Line of Enrollment.

Please acknowledge receipt and understanding of the above stated compliance and code of ethics agreement:

Applicant/IBM Signature:

Signature

Date

Please Print Name of Signer

Title