

# Electronic Payment Systems, LLC

## GUIDELINES

### Sales Standards and Procedures for Independent Sales Representatives

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At EPS our priority is establishing long term relationships with our Merchants and Contractors. It is equally important that our Contractors establish these same types or relationships. Because the Merchants perceive Contractor as a direct extension of EPS, it is imperative that Contractors comply with EPS sales standards, guidelines, policies, procedures and Visa/MasterCard rules and regulations.

A violation of standards, guidelines, policies, procedures, rules and/or regulations is classified as either a TERMINATION BREACH or a PROBATION BREACH. A substantiated Termination Breach will lead to immediate termination of the Contractor. A substantiated Probation Breach will lead to the Contractor being placed on probation. The Contractor placed on probation will have thirty (30) days to remedy the breach or they will be terminated. EPS, in its sole and absolute discretion, will determine if a satisfactory remedy of a breach has been achieved.

#### TERMINATION BREACH

- ❖ Misrepresentation of information on any document submitted to EPS including but not limited to:
  - Completing the Merchant agreement/application after the fact.
  - Misleading the Merchant. Examples of such include but are not limited to: non-disclosure of all fees or stating that there are no fees, non-disclosure of surcharge for mid-qualified and/or non-qualified transactions, intentionally leaving out pertinent information, or stating and/or implying that approval by EPS and/or Provider is guaranteed or unnecessary.
  - Intensifying and/or falsifying information.
  - Forgery.
  - Altering documents.

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- Falsifying, altering, or otherwise changing information including but not limited to: pictures, locations, ownership, or site survey information.
  - Selling the Processing Service without submission and approval of the appropriate Application Materials.
  - Presenting Merchant accounts that are known to be fraudulent in nature.
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- ❖ Any indiscretion in the handling of Merchant funds is grounds for immediate termination.

#### PROBATION BREACH

- ❖ Receiving money from a Merchant, and not delivering agreed services. Examples of such include but are not limited to: taking payment for equipment and not installing it, accepting programming or downloading fees and not performing such service.
- ❖ Selling equipment to Merchants that is not supported by EPS.
- ❖ Using logos or trademarks associated with EPS and/or Providers without prior written approval.

In order for the Agreement between EPS and Contractor to remain in force, Contractor must comply with all the terms, covenants, statements, and understandings contained in the Marketing Agreement.

I have read and will comply with all the above Guidelines.

#### **AGREED AND ACCEPTED:**

DATE : \_\_\_\_\_

\_\_\_\_\_  
SALES REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
EPS APPROVAL

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

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TITLE

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TITLE