

AmeriBanc National
Independent Merchant Consultant Sales Agreement

WHEREAS, **AmeriBanc National**, an Illinois company whose principal place of business is located at 2150 Manchester Road Suite 100 Wheaton IL 60187 (hereinafter referred to as “AmeriBanc”) is to contract with _____, an individual Merchant Consultant (hereinafter referred to as “CONSULTANT”).

WHEREAS, CONSULTANT agrees to act as an independent contractor of AmeriBanc for the purpose of marketing products and services offered by AmeriBanc, and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement.

NOW, THEREFORE, in consideration of the foregoing representations, as well as the following terms and conditions, the parties agree:

1. Services to be Performed: AmeriBanc engages CONSULTANT to market AmeriBanc’s automated payment processing system and related products and services.

2. Relationship of Parties. AmeriBanc and CONSULTANT are independent contractors hereunder and their relationship should not be construed as any other form of employer/employee relationship or partnership. AmeriBanc intends no contract of employment, express or implied, with CONSULTANT and CONSULTANT shall make no representations to the contrary. CONSULTANT has not obtained any right to employment or compensation as an employee or any other benefits of an employee by way of this Agreement. It is further agreed and understood that CONSULTANT is not subject to the care and control of AmeriBanc as to the specific means, and the manner by which CONSULTANT solicits and markets its services or runs its business. CONSULTANT shall be liable for any state taxes, federal taxes, salaries, etc. AmeriBanc shall have no liability for such expenses.

3. Compensation During Agreement Term. During any period in which this Agreement remains in full force and effect, Agent shall receive compensation as set forth in Attachment A, “CONSULTANT Compensation”. Any income paid by AmeriBanc to CONSULTANT may be paid electronically to the CONSULTANT’s checking account pursuant to the information contained in the Automated Clearinghouse (“ACH”) Form completed by Agent and submitted to AmeriBanc. CONSULTANT must provide AmeriBanc with a signed and completed IRS Form W-9 before any payment will be made. All payments will be made in accordance with the name and tax identification number stated on the IRS Form W-9 provided by CONSULTANT. AmeriBanc shall not be liable for payment of CONSULTANT’s income or fees unless and until AmeriBanc receives net payment from the respective third party payers.

CONSULTANT acknowledges that compensation paid to him is subject to the following charge back rights in favor of Ameribanc: (i) if a merchant account or agreement is terminated or closed for any reason before the thirty first (31st) day after the date that it is initially approved for processing by Ameribanc (the “Merchant Boarding Date”), then one hundred (100%) percent of the compensation paid to Consultant on account of such merchant account or agreement shall be returned to Ameribanc; (ii) if a merchant account or agreement is terminated or closed for any reason after the thirtieth (30th) day following the Merchant Boarding Date, but before the ninety first (91st) day following the Merchant Boarding Date, then fifty (50%) percent of the compensation paid to Consultant on account of such merchant account or agreement shall be returned to Ameribanc; and (iii) if a merchant account or agreement is terminated or closed for any reason after the ninetieth (90th) day following the Merchant Boarding Date, but before the one hundred fifty first (151st) day following the Merchant Boarding Date, then twenty five (25%) percent of the compensation paid to Consultant on account of such merchant account or agreement shall be returned to Ameribanc. Without limiting any other rights of Ameribanc under this Agreement, any charge back due to AmeriBanc by CONSULTANT under this paragraph shall be paid immediately upon request, and may be recovered electronically from the CONSULTANT’s checking account by ACH debit.

4. Ownership of Merchant Agreements and the Merchant Program. CONSULTANT acknowledges that the marketing of merchant accounts confers no rights or equity in any merchant agreement obtained through the use of CONSULTANT’s services or any other interest in the AmeriBanc Merchant Program. Further,

CONSULTANT acknowledges that all merchant agreements, merchant records, documentation and information are the sole and exclusive property of AmeriBanc.

5. Merchant Equipment Approval: CONSULTANT shall only sell or give as a FREE Placement payment processing equipment approved in advance by AmeriBanc.

6. Compliance with Policies and Procedures. CONSULTANT agrees to comply with the policies and rules of AmeriBanc, Member Bank and the Card Associations. CONSULTANT agrees that AmeriBanc, Member Bank, the Card Associations, NACHA and any other federal or state regulatory agency having jurisdiction over Member Bank or AmeriBanc may, from time to time, amend or revise their respective policies, rules and procedures. CONSULTANT hereby agrees to accept and abide by all such amendments and revisions.

7. Initial Term and Renewal Terms: The initial term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution hereof. This Agreement shall thereafter automatically renew for consecutive additional one-year terms.

8. Termination: Either party may elect to terminate this Agreement at any time upon not less than thirty (30) days prior written notice to the other party. Following the termination of this Agreement, CONSULTANT shall have neither the obligation nor the right to continue to solicit merchants on behalf of AmeriBanc. AmeriBanc may immediately terminate this Agreement upon written notice to CONSULTANT, if at any time AmeriBanc determines in its sole and exclusive judgment, that the business reputation of AmeriBanc is negatively impacted by the quality of the services rendered by CONSULTANT or its agents hereunder or by the business reputation of CONSULTANT or both, or that further performance of services by CONSULTANT hereunder will have an adverse financial impact upon AmeriBanc for any reason.

9. Confidentiality: Each party acknowledges that they may directly or indirectly disclose information concerning their trade secrets, methods, processes or procedures and other confidential financial or business information (including, without limitation, information received from or about the identities and/or business of the Merchants, other third parties and the Card Associations) (the "Confidential Information") to the other party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. CONSULTANT agrees that during the term of this Agreement and for four (4) years after the end of the term of this Agreement, CONSULTANT will not solicit the employees, agents or known referral sources of the other party to terminate their relationship with AmeriBanc.

10. Setoff Rights. AmeriBanc has the right, without presentation, demand, protest, notice of protest, or any other notice of dishonor of any kind, all of which are hereby expressly waived, to set-off against any amount owed to CONSULTANT all amounts CONSULTANT owes to AmeriBanc under this Agreement or under any other Agreement between CONSULTANT and AmeriBanc, an AmeriBanc affiliate or AmeriBanc related vendor. If CONSULTANT does not have sufficient funds owing from AmeriBanc to cover the amounts due to AmeriBanc, AmeriBanc may invoice CONSULTANT for the amounts due. In the event that AmeriBanc invoices Agent and Agent does not pay such sums within five (5) days from the date of receipt of invoice, AmeriBanc will charge, and CONSULTANT agrees to pay, the invoice amount plus a late fee of one and one-half percent (1.5%) on the balance outstanding on the unpaid invoices accruing on a monthly basis.

11. Entire Agreement: The entire agreement between the parties with respect to the subject matter herein is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

12. Waiver or Modification Ineffective Unless in Writing: No waiver, alteration or modification of any provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this agreement.

13. Written Notice: Any written notice provided according to the provisions herein shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given, if sent to the addressee at the address in this agreement or such other address as may hereafter be specified by notice in writing. AMERIBANC may alter, modify or adjust any rates or payment schedules after 5 days of receipt by CONSULTANT of such official notice from AmeriBanc.

14. Liability: CONSULTANT SHALL BE LIABLE TO AmeriBanc, AND AmeriBanc SHALL HAVE FULL RECOURSE AS A RESULT OF CONSULTANT'S ACTIONS, INCLUDING BUT NOT LIMITED TO ACTS OR OMISSIONS BY CONSULTANT INVOLVING NEGLIGENCE, MISREPRESENTATIONS, FRAUD, OR AS THE RESULT OF ANY LEASE CHARGEBACK. FURTHER, CONSULTANT SHALL BE LIABLE TO AND SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND AmeriBanc FOR ANY DAMAGES, LIABILITY OR THREATENED LIABILITY AS THE RESULT OF ANY ACTIONS BY CONSULTANT, TO THE EXTENT THAT SUCH CONDUCT INDIRECTLY OR DIRECTLY CAUSES ANY LOSS, DAMAGE OR LIABILITY TO AmeriBanc. CONSULTANT SHALL IMMEDIATELY NOTIFY AmeriBanc OF ANY DISPUTE, THREATENED ACTION AND/OR ACTION BY ANY MERCHANT, PROSPECTIVE MERCHANT OR ANY THIRD PARTY RELATING TO ANY MATTER AS A RESULT OF CONSULTANT'S MISREPRESENTATION OF AmeriBanc OR ANY MATTER RELATING TO THIS AGREEMENT.

15. Non-Competition: In the event either party elects to terminate this agreement at any time, all merchants signed by CONSULTANT will remain the property of AmeriBanc. CONSULTANT and/or CONSULTANT's agents shall not sign these merchants with any other card processor within (5) five years of termination. CONSULTANT will have the option to market with another processor as long as existing merchants are not re-solicited within the sixty (60) month timeframe.

16. Authorization: CONSULTANT agrees to authorize and/or provide AmeriBanc with other information that AmeriBanc may reasonably request including, but not limited to, information concerning credit, pending lawsuits or criminal background checks.

17. Assignment. This Agreement may not be assigned by Agent, directly or by operation of law, without the prior written consent of AmeriBanc. AmeriBanc may assign this Agreement at any time upon written notice to the Agent.

18. Severability: In the event any court, agency, tribunal, arbitration panel or any appropriate governmental authority deems any provisions of this agreement to be in violation of the law such provision shall be construed as broadly as possible but not so as to violate applicable law. The rest of the provisions of this agreement shall remain in full force and effect.

20. Venue: This agreement shall be governed by the laws of the State of Illinois. Venue for purposes of resolving any dispute shall be in Dupage County, Illinois.

AmeriBanc National:

By: _____

Officer: _____

Date: _____

MERCHANT CONSULTANT:

By : _____

Print: _____

Date : _____

Authorization for Direct Deposit Payments

I/We hereby authorize AmeriBanc (or its authorized affiliates), to deposit all funds payable to me electronically to my checking account listed below. I also authorize adjusting entries, as they may be necessary or required. I further understand that AmeriBanc may make payments to me by check (instead of electronic payment) via Overnight Delivery at any time during the term of this Agreement. I also understand that requesting this Overnight service will result in a debit from my commissions to cover this cost.

Bank Name

Branch

Address

City/State/Zip Code

Routing/ABA#

Account Number

By: Authorized Signature

Print Name

Date

ATTACH VOIDED CHECK HERE

BACKGROUND INVESTIGATION INQUIRY RELEASE

In connection with this Agreement with AmeriBanc, I understand that investigative background inquiries are to be made on myself including credit, criminal and other reports. I understand that AmeriBanc will be requesting information from various federal, state and other agencies, which maintain records concerning my background as it pertains to criminal activity. I authorize, without reservation, any party or agency contacted by AmeriBanc to furnish the above mentioned information and I hereby release and agree to hold harmless and/or to indemnify, AmeriBanc and any party or agency providing such information, from any and all liability arising from the request of, use of, or furnishing of such information.

(PRINT) First Middle Last Name

Social Security Number Date of Birth

Address

City State Zip Code Home Phone Number

List each city and state you have lived/worked during the following years:

	City	State	Zip Code
2014	_____	_____	_____
2013	_____	_____	_____
2012	_____	_____	_____
2011	_____	_____	_____
2010	_____	_____	_____

Have you ever been convicted of a crime other than a misdemeanor traffic violation? (Convictions will not necessarily disqualify applicant from consulting.) If yes, please provide name of offense and the city or state which the offense occurred.
Yes No (circle one)

Signature _____ Date _____

** Date of birth is necessary to verify criminal background and is used ONLY for identification purposes.

Form W-9 (Rev. December 1996) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requestor. Do NOT send to the IRS
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Please Print or type	Name (If a joint account or you changed your name see Specific Instructions on page 2.)	
	Business Name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requestor's Name and Address (optional) AmeriBanc National, LLC.
	City, state, and ZIP code	2150 Manchester Rd Suite 100. Wheaton, Illinois 60187

Part I Taxpayer Identification Number (TIN) Enter your TIN in the application box. If you are a sole proprietor, see the instructions on page 2. For other entities, it is your employer Identification number (EIN). Note: See chart on page 2 for guidelines on which Number to enter.	List account number(s) here (optional) Part II For Payees Exempt From Backup Withholding (See the instructions On page 2.)
<div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;"> Social security number </div> <p style="margin: 10px 0;">OR</p> <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 150px;"> Employer identification number </div>	

Part III	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 dividends, or (c) the IRS has notified me that I am no longer subject to withholding. 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 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, <i>but you must provide the correct TIN.</i>
Sign Here	Signature ▶ _____ Date ▶ _____

If the owner or officer's name (as indicated in the greeting of this letter) is incorrect, not given or has changed please indicate the correct owner/officer and contact information here.
PLEASE PRINT

Owner's name	Title
Main daily contact name	Title

What Name and TIN to fill out in Part I

For this type of account:	Give name and TIN of:
Sole proprietorship	The owner's – You must show your individual name, but may also enter you business or "doing business as" name. You may use either your SSN or EIN (if you have one).
A valid trust, estate. Or pension trust	The minor's – 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.)
Corporation	The corporation's EIN
Association, club, religious, charitable, educational, or other tax-exempt organization	The organizations' EIN
Partnership	The partnership's EIN
A broker or registered nominee	The broker or nominee's EIN
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's TIN



ATTN: AmeriBanc Sales Staff

RE: Compensation Enhancements (Attachment "A")

EFFECTIVE: September 1st, 2014

New Enhanced Compensation

Effective September 1st, 2014 AmeriBanc National has simplified and enhanced our Compensation Program that will pay you each and every week. We still have our Weekly Bonus as well as our Monthly Bonus. We still will pay you "RESIDUALS" on your accounts and we will PAY YOU MORE \$\$ for your self-generated (off board) approvals. The BIGGEST addition is our **NEW BUSINESS CARD LEAD COMMISSION** that will pay you as much as **TWICE** the base commission amount. All you have to do is pick up business cards and turn them in so the call center can call them for you the next day to set you appointments. That earns you as much as twice the base commission.

(This new compensation plan replaces any and all other compensation plans in place.)

Here's how it works:

STILL NO LIMITS:

First, there still is no limit to your income in any week or month!!! You will earn a commission based on the weekly **APPROVALS**. Bonuses will be based on weekly and monthly totals of approved installations

WEEKLY PAY:

AmeriBanc is going to pay you EVERY SINGLE WEEK!!! For every **APPROVAL** you get in a calendar week, we are going to pay you the very next FRIDAY! You will receive **4-5 PAYCHECKS DEPENDING ON THE MONTH!!!**

	<u>Self Gen/Business Card</u>	<u>CallCenter Set</u>
* Approved account Base Commission	= \$ 100	\$ 100
* Business Card/Self Generated BONUS	= \$ 100*	
*(\$50 on Approval + \$25 at 15 approvals + \$25 more if 20 Approvals/Month End)		
* \$59 Application Fee Collected and Received by ABN	=\$ 50	\$ 50
(Must include Cancellation Letter & Merchant Statement if they currently Process)		
* Application Fee Bonus	=\$ 50*	\$ 50*
*(If \$59 collected then \$25 at 15 approvals +\$25 more at 20 Approvals/Month End)		
* Groovv offers Marketing Service @ \$29.95/mo	= \$ 100	\$ 100
(-\$25 for each \$5 reduction - \$14.95 minimum = \$25 commission)		
TOTAL BASE	\$ 400.00	\$300.00

OPTIONAL Value Added Services

* Electronic Check Imaging Deposit and Guarantee	=\$ 50 additional commission
* Restaurant.com Marketing Service	=\$ 50 additional commission
* Merchant Card Program @ \$19.95/month	=\$ 25 additional commission
* On Deck Merchant Loan	= \$ 150 additional commission

Up to \$275.00 in additional commission **(\$675potential)**

- ❖ *It is AmeriBanc National's intent that Groovv offers Marketing Service be sold with any/all merchant accounts that have a physical location. I.e. customers in store location. Other Value Added services are on an as-applicable basis so are considered "Optional".
- ❖ Base Commission can go as low as \$50 per account sold/approved. i.e. sold account is from a Call Center Appt or Business Card/Self Gen and No application fee collected and no Groovv offers sold AND standard pricing was altered to make the account less profitable.

Approved Account = Qualifying Accounts are retail/restaurant/wireless/MOTO (only if had a stand-alone MOTO before) service SIC's that do not include multiple MID's per terminal or multiple TID in same location. Straight Reprograms of existing equipment with NO Free Placement provided DO qualify for commission as long as they have full standard fee structure.

Full Valued Account = Our standard hard coded fee structure listed on our Schedule of Fee's. If you and or your Regional manager feel that you need to make some adjustments to earn the account then you can adjust them but that could result in a \$25 deduct or as much as a \$50 deduct based on what all is changed to earn the customer. These accounts will be evaluated on a case-by-case basis to determine value to AmeriBanc. Submitting a processing statement will help if merchant is a larger processing merchant account.

Business Card/Self Generated Bonus = This Bonus is for collecting Business Card leads and sending them into our call center to set you appointments or to cold call and self generate your own sales. \$50 will be paid on the approval then \$25 will be paid at the end of the month if you have 15 approvals and another \$25 will be paid if you have 20 approvals at month end for a total of \$100.

Application Fee Received = This is our standard \$59 application Fee. Anything lower needs to be approved by your Regional Manager and will result in you receiving the lower amount collected as your commission. (\$89 for Stand Alone Roam Pay Smart Phone accounts)

Cancelation Letter and Merchant Statement = If the merchant is currently Processing, the "Merchant Request to Close Processing Account" form needs to be completed and accompanied by a recent Merchant Processing Statement on ALL ACCOUNTS to help the merchant close their current processing account.

Application Fee Bonus = If the \$59 Application Fee is collected then a bonus of \$25 will be paid at the end of the month if you have 15 approvals and another \$25 bonus will be paid if you have 20 or more Approvals for a total of \$50 extra in bonus.

Groovv offers Value Added Service= Qualifying Accounts are retail/restaurant/wireless service SIC's that do not include multiple MID's per terminal or multiple TID in same location. The commissions are as follows. At the standard cost of \$29.95cost you earn \$100. At \$24.95 you earn \$75 and at \$19.95 you earn \$50 and at 14.95 -you earn \$25. Anything under \$14.95 is \$0.00 commission.

Restaurant.com Value Added Service = Qualifying Accounts are restaurant service SIC's that do not include multiple MID's per terminal or multiple TID in same location.

Gift Card Value Added Service= Qualifying Accounts are retail/restaurant/wireless service SIC's that do not include multiple MID's per terminal or multiple TID in same location and sold at \$19.95/month fee schedule.

Check Value Added Service = Qualifying Accounts are retail/restaurant service SIC's that do not include multiple MID's per terminal or multiple TID in same location.

On Deck Merchant Loan Value Added Service= Qualifying Accounts are retail/restaurant/wireless service SIC's that do not include multiple MID's per terminal or multiple TID in same location.

NEW INCREASED WEEKLY & MONTHLY EXPENSE BONUS

WEEKLY BONUS:

We have simplified the weekly approval bonus. We will pay you a \$100 Bonus on your 5th approved sale for the week and an increase for each approved sale for the week beyond that. After the 10th approval, it continues to increase by an additional \$50 per. That means you make more money the more you sell each and every week.

- 5 Approvals in the week = \$100 Bonus 8 Approvals in the week = \$300 Bonus
- 6 Approvals in the week = \$150 Bonus 9 Approvals in the week = \$400 Bonus
- 7 Approvals in the week = \$200 Bonus 10 Approvals in the week = \$500 Bonus

MONTHLY BONUS:

The more you sell weekly the more your monthly bonus will increase. We have increased the Monthly Bonus at the higher levels.

16 Approvals in the month = \$150 Bonus
20 Approvals in the month = \$200 Bonus
25 Approvals in the month = \$500 Bonus
30 Approvals in the month = \$750 Bonus

35 Approvals in the month = \$1000 Bonus
40 Approvals in the month = \$1500 Bonus
45 Approvals in the month = \$2000 Bonus
50 Approvals in the month = \$2500 Bonus

RESIDUAL INCOME

AmeriBanc National receives residuals on all profitable accounts that process with our company on a monthly basis. You can earn residuals paid on a monthly basis based on the same number of installed deals like we have always had. 15 approvals in a month will earn a 7% residual, 20 is 10%, 25 is 12%, 30 is 15%, 35 is 20%, 40 is 25%, 45 is 30% and 50 is 35% of the AmeriBanc Residuals. Residuals will be paid by the end of the following month. (Example... January will be posted on line and paid by the end of February)

CONTINUED RESIDUAL INCOME

For the true entrepreneurs that want ALL the residuals, we will HELP YOU GET THEM! For the Merchant Consultants that want to write accounts ON THEIR OWN and GET ALL THE RESIDUALS, you can still earn the same residual for 6 months AFTER YOU'VE GONE ON YOUR OWN! AmeriBanc provides this income potential to help bridge the income until your 50% Residuals start coming in STRONG! The same production requirements apply for the first 6 months after Independent Merchant Consultant transfers out of IMC program and enter into the agent/ISO program for AmeriBanc National LLC.

Take a look at the Annual Estimator for Monthly Sales Levels
(Examples only – actual commissions will vary by real production performed)

1.) Production Level of 20 – 20 Approvals per month (5/week)

\$ 2000 = 10 x \$ 200 Bus Card Lead per approval (50% of the time)
 \$ 1000 = 10 x \$ 100 Normal Com. Per approval (50% of the time)
 \$ 1000 = 10 x \$ 100 Groovv offers Value added service (50% of the time)
 \$ 250 = 5 x \$ 50 Restaurant.com added service (25% of the time)
 \$ 250 = 10 x \$ 25 Value Added Service (On Deck , Check & Gift/Loyalty) (50% of the time at least one)
 \$ 1800 = 18 x \$ 59 App Fees (90% of the time = 18 accounts)
\$ 600 = 1 x \$ 600 Weekly/Monthly Expense Bonus for hitting 20+ Approvals/mo
 \$ 6900 = Monthly Compensation Estimate
 + \$3900 First Year Residual

\$86,700 Annually = 12 x \$6900/month + \$3900 1st Year Residual

2.) Production Level of 25– 25 Approvals per month (6.25/week)

\$ 2600 = 13 x \$ 200 Bus Card Lead per approval (50% of the time)
 \$ 1200 = 12 x \$ 100 Normal Com. Per approval (50% of the time)
 \$ 1300 = 13 x \$ 100 Groovv offers Value added service (50% of the time)
 \$ 300 = 6 x \$ 50 Restaurant.com added service (25% of the time)
 \$ 300 = 12 x \$ 25 Value Added Service (On Deck , Check & Gift/Loyalty) (50% of the time at least one)
 \$ 2200 = 22 x \$ 59 App Fees (90% of the time = 22 accounts)
\$ 1150 = 1 x \$1150 Weekly/Monthly Expense Bonus for hitting 25+ Approvals/mo
 \$ 9050 = Monthly Compensation Estimate
 + \$5850 First Year Residual

\$114,450 Annually = 12 X \$9050/month + \$5850 1st Year Residual

3.) Production Level of 30 – 30 Approvals per month (7.5/week)

\$ 3000 = 15 x \$ 200 Bus Card Lead per approval (50% of the time)
 \$ 1500 = 15 x \$ 100 Normal Com. Per approval (50% of the time)
 \$ 1500 = 15 x \$ 100 Groovv offers Value added service (50% of the time)
 \$ 400 = 8 x \$ 50 Restaurant.com added service (25% of the time)
 \$ 375 = 15 x \$ 25 Value Added Service (On Deck , Check & Gift/Loyalty) (50% of the time at least one)
 \$ 2700 = 27 x \$ 59 App Fees (90% of the time = 27 accounts)
\$ 1750 = 1 x \$1750 Weekly/Monthly Expense Bonus for hitting + Approvals/mo
 \$ 11,225 = Monthly Compensation Estimate
 + \$8775 First Year Residual

\$143,475 Annually = 12 x \$11,225 /month + \$8775 1st Year Residual

4.) Production Level of 35 – 35 Approvals per month (8.75/week)

\$ 3600 = 18 x \$ 200 Bus Card Lead per approval (50% of the time)
 \$ 1700 = 17 x \$ 100 Normal Com. Per approval (50% of the time)
 \$ 1800 = 18 x \$ 100 Groovv offers Value added service (50% of the time)
 \$ 450 = 9 x \$ 50 Restaurant.com added service (25% of the time)
 \$ 425 = 17 x \$ 25 Value Added Service (On Deck , Check & Gift/Loyalty) (50% of the time at least one)
 \$ 3100 = 31 x \$ 59 App Fees (90% of the time = 31 accounts)
\$ 2400 = 1 x \$2400 Weekly/Monthly Expense Bonus for hitting 20+ Approvals/mo
 \$ 13,025 = Monthly Compensation Estimate
 + \$13,650 First Year Residual

\$169,950 Annually = 12 x \$13,025/month + \$13650 1st Year Residual

5. Masters Level Production

– 40 Approvals per month (10/week)

\$ 4000 = 20 x \$ 200 Bus Card Lead per approval (50% of the time)

\$ 2000 = 20 x \$ 100 Normal Comm. Per approval (50% of the time)

\$ 2000 = 20 x \$ 100 Groovv offers Value added service (50% of the time)

\$ 500 = 10 x \$ 50 Restaurant.com added service (25% of the time)

\$ 500 = 20 x \$ 25 Value Added Service (On Deck, Check & Gift/Loyalty) (50% of the time at least one)

\$ 3600 = 36 x \$ 59 App Fees (90% of the time = 36 accounts)

\$ 3500 = 1 x \$3500 Weekly/Monthly Expense Bonus for hitting 40+ Approvals/mo

\$ 16,100 = Monthly Compensation Estimate

+ \$19,500 First Year Residual

\$212,700 Annually

= 12 x \$16,100/month + \$19,500 1st Year Residual

Employment Status Notice:

All AmeriBanc National LLC's Sales Staff (Independent Merchant Consultants) are 1099 Independent Contractors and are compensated as such. There are no requirements that our 1099 IMCs have to attend meetings, conference calls, or participate in any training events of any kind. Nothing contained in our training materials, compensation guidelines or Independent Contractor Agreement should be construed as creating a W-2 (taxable employee) relationship. I understand that I am solely responsible for the payment/remittance of any/all (if any) income taxes payable to the state in which I reside and the federal government (Internal Revenue Service).

AmeriBanc National LLC does provide an Appointment Lead program that IMC's can participate in but are not required to participate in. AmeriBanc National LLC does not provide Appointment Leads to all IMCs that request appointments. Because of the very high cost of providing Appointment Leads, AmeriBanc National LLC does request that all Appointment Leads be run at the time they are set and that the 1099 Independent Contractor call in from the Appointment Lead for Call Center Quality Control purposes. Failing to meet request does not alter employment status.

This should not be construed as a change in employment status as any/all IMCs may elect on a daily basis to participate or not participate in Appointment Lead Program and AmeriBanc National may elect in a similar fashion to provide or not provide Appointment Leads.

AmeriBanc National strives to provide support and information on an as-needed basis via website, email, voluntary training conference calls and any other medium that is available and reasonable to use for such purposes. The Independent Merchant Consultant is solely and completely in control of their level of participation and should not, under any circumstances, construe invitations to meetings, web-based materials or information, or any other communication of any kind to change the fundamental nature of their employment status to anything other than 1099 Independent Contractor without the specific and written provision of an employment agreement by AmeriBanc National LLC.

I have read and fully understood the above compensation guidelines and specifically "Employment Status Notice" and understand and agree that I am participating as a 1099 Independent Contractor and have the ability to participate or not participate at my sole discretion in the various support programs that AmeriBanc National offers such as, but not limited to: Appointment Leads, Web-Based Training, Conference Calls, emails, etc.

Signature _____ Date _____

Printed Name _____