

Welcome to Prepaid Xperts!

**Please fill out the attached contract and
Send it back along with a copy of your driver's
license and avoided check.**

Let us know if you have any questions at all.

We look forward to hearing from you soon!

Thank You!

Hindy, Aryeh & Shani

PIN Terminal Department





Merchant Terms & Conditions Agreement - Schedule B (October 2010)

DBA: _____

Merchant Discounts & Other Fee Schedule

Wireless Plans

Product	Plans	%	Product	Plans	%
AirLink Mobile	\$5-\$10-\$20-\$30-\$50-\$75	7%	Page Plus	\$10-\$25-\$50-\$80 \$39.95	9%
Air Ride	\$5-\$10-\$20-\$40 Unlimited - \$33	12%	Page Plus Power Text	\$10.95-\$19.95	9%
Airvoice Express	\$10-\$20-\$30-\$50	7%	PlatinumTel	\$10-\$20-\$25-\$35-\$50	5%
Airvoice GSM	\$10-\$20-\$30-\$50-\$100	10%	Ready Mobile	\$10-\$20	7%
AllTel	\$10-\$15-\$25-\$35-\$50-\$70-\$100	6.75%	Simple Mobile	\$10-\$25-\$40-\$50-\$60	4%
AT&T	\$15-\$25-\$50-\$75-\$100	14%	SouthernLINC Wireless	\$10-\$20-\$25-\$30-\$50-\$60-\$75-\$100	13%
AT&T Unlimited Talk & Text	\$60	14%	STI Mobile	\$10-\$25-\$50	10%
Boost	\$20-\$30-\$50	3%	T Mobile	\$10-\$25-\$50-\$100	11%
Boost Pay Go	\$10 - \$99.99	6%	TelCel	\$10-\$15-\$20-\$30-\$50	3%
Cricket	\$15-\$30	7%	Total Call	\$5-\$10-\$20-\$25-\$40-\$50	4%
H2O	\$20 Unltd - \$50 Unltd	9%	Total Call Unlimited	\$25-\$50	4%
I Wireless	\$5-\$10-\$15-\$20-\$45-\$50-\$60-\$100	6%	TracFone	\$19.99-\$29.99-\$39.99	8%
Jump Mobile	\$10-\$20	9%	TracFone Min Doubler	\$24.99-\$124.99	8%
Liberty Wireless	\$10-\$20-\$30-\$40	7%	Tracfone One Year plan	\$99	8%
Liberty Wireless UNW	\$100	5%	Tu Yo Mobile	\$10-\$20-\$50	8%
Mojo Mobile	\$10-\$20-\$30-\$50-\$75	8%	Verizon	\$15-\$30-\$30Starter-\$50-\$75-\$150	6.5%
Movida	\$20-\$35-\$50	7%	Verizon Easy Pay	\$53 - \$73	3.5%
Ntelos	\$5-\$10-\$20-\$30-\$40-\$50-\$60	2%	Verizon eTopUp	Impulse eTopUp	3.5%
	300, 600, 1000 minutes	7%	Virgin Mobile	\$10-\$20-\$30-\$50-\$90	3%
Oxygen (O2) GSM Wireless	\$10-\$20-\$40-\$60 \$29.99	10%	XtremPwr	\$10-\$20-\$30-\$40-\$50 \$60-\$90-\$120	8%

LONG DISTANCE CARDS

Product	Plans	%	Product	Plans	%
Africa	\$5-\$10-\$20	19%	Pure	\$10-\$25	7%
Africa Dream	\$2-\$5-\$10	19%	Star 123	\$2-\$5-\$10	17%
Africa Night	\$2-\$5-\$10	18%	STi 800 - Q Comm	\$2-\$5-\$10	16%
Best Mexico 800	\$5-\$10	19%	STi Da Bomb	\$2-\$5-\$10	12%
Best Mexico Cellular	\$5-\$10	19%	STi Explore	\$2-\$5-\$10	20%
Java	\$2-\$5	17%	STi Que Pasa	\$2-\$5-\$10	16%
Ocho 8	\$2-\$5-\$10	19%	Sueno Dorado Mexico	\$2-\$5	23%
Original Gold Oro	\$2-\$5-\$10	18%	Top Line	\$2-\$5-\$10	16%

Setup Fee (one time)	\$100
Terminal Rental	No Charge
Non Sufficient Funds	\$40 per NSF
Transaction and or Connect Fee	\$9.95 Monthly - Monthly Fee will be waived when sales are greater than \$4,000 per month (will be determined on a monthly basis)
Terminal Supplies	Customer may purchase rolls at Staples, Office Depot etc. Thermal Paper Roll (2 1/4" x 85')

Merchant Name (please print) _____

Merchant Signature _____

Date _____

This Merchant Terms and Conditions Agreement ("Agreement") by and between Prepaid Experts Inc ("**Prepaid Experts Inc**") located at 300 Reisterstown Rd, Baltimore, Maryland 21208 and _____ ("**Merchant**") is entered into on this date _____ ("Effective Date").

1. This Agreement shall have a term of 36 months from the Effective Date and shall renew for an additional 36-month term at that time unless either party delivers written notice to the other party 90 days prior to the termination of this contract or if this Agreement is terminated based upon an event of Default (as defined below).
2. **Prepaid Experts Inc.** will provide a terminal to **Merchant** that distributes PINs for various prepaid services. **Merchant** agrees to (i) exclusively use **Prepaid Experts Inc** and its system for the electronic distribution of PINs for prepaid services of any type [and (ii) not enter into any other agreement with any [prepaid wireless provider]. **Prepaid Experts Inc** agrees to attempt to remain competitive in the market. **Merchant** agrees to pay **Prepaid Experts Inc** the fees and charges specified in Schedule B of this Agreement. Due to many factors in the prepaid market, prices and pricing factors rapidly change. As such, **Merchant** agrees that **Prepaid Experts Inc** shall have the right to change the commissions specified in Schedule B without notice. **Merchant** understands and agrees that the PINs purchased by **Merchant** for various prepaid services are subject to the individual terms and conditions of each carrier or provider of such services. **Prepaid Experts Inc** bears no responsibility for the performance of such carriers or providers of prepaid services and makes no warranty whatsoever including, but not limited to, the marketability or warranty of any prepaid products.
3. The terminal provided by **Prepaid Experts Inc** under this Agreement has a value of \$495.00. During the term of this Agreement, **Merchant** is responsible for any and all loss or damage of the terminal (regardless of fault) which includes, but is not limited to, theft, vandalism damage, which may be attributable to attempted repairs, dropping of the terminal or liquid spills. In the event the terminal is stolen, vandalized or damaged, **Merchant** shall pay **Prepaid Experts Inc** the full stated value of the terminal upon demand. In the event of termination of this Agreement by either party, **Merchant** is responsible for the return of the terminal, including any delivery charges, in good working order, less normal wear and tear, within 7 days of the date of any termination of this Agreement. Terminal must be sent back by courier service and a tracking number must be kept. If terminal is not sent back within 15 days, **Prepaid Experts Inc** has the right to refuse return of the terminal and collect from **Merchant** the full stated value of the terminal.
4. **Merchant** warrants that the **Merchant** information specified on Schedule A is true and correct and authorizes **Prepaid Experts Inc** to verify same, including the obtaining of a credit report on **Merchant** and/or **Merchant's** business. **Prepaid Experts Inc** will use such information solely to evaluate the **Merchant's** acceptability. In the event **Prepaid Experts Inc** is unable to obtain, in its judgment, a satisfactory credit rating for **Merchant**, a deposit will be required. Merchant hereby covenants and agrees to make such deposit with Prepaid Experts Inc. no later than ten (10) days after receipt by Merchant of written request therefore.
5. The undersigned unconditionally personally guarantees to **Prepaid Experts Inc** the payment, when due, of all obligations of Merchant under this Agreement. Failure to (i) make any payment when due or (ii) have an Automated Clearing House ("ACH") transaction completed due to insufficient funds, or (iii) breach any provision of this Agreement is a default ("Default") of this Agreement. Upon any Default, **Prepaid Experts Inc** without prior notification to **Merchant** may terminate this Agreement. In the event of any termination, all currently and future amounts due to **Prepaid Experts Inc** under this Agreement shall become immediately due and payable and the terminal and all equipment shall be returned.
6. **Merchant** authorizes **Prepaid Experts Inc** or for a third party acting on behalf of **Prepaid Experts Inc** to directly deduct via ACH transaction from **Merchant's** bank account ("Account") all amounts due to **Prepaid Experts Inc** including, but not limited to, the sales of **Prepaid Experts Inc** PINs and any other charges specified in Schedule B, without respect to the source of any funds in the Account. **Merchant** hereby agrees to be bound by the terms of the operating rules of the Automated Clearing House Association, as in effect from time to time, and authorizes **Prepaid Experts Inc** to initiate ACH credit and debit entries and adjustments to the Account. **Merchant** and **Prepaid Experts Inc.** hereby each acknowledge and agree that the payment methods described in this Paragraph 6 constitute an integral part of **Prepaid Experts Inc.** business methods and operations and that the ability to rely on the ACH payments described herein allows Prepaid Experts Inc. to offer goods and services to Merchant at more favorable prices. **Merchant** understands and agrees that **Prepaid Experts Inc.** will initiate ACH transactions to **Merchant's** Account as frequently as once each business day for all monies due **Prepaid Experts Inc.** **Prepaid Experts Inc** shall not be liable for errors in Account entries caused by **Merchant's** bank or the Association. **Merchant** shall be solely liable for all fees and costs associated with **Merchant's** Account (including without limitation any monthly, transactional or overdraft fees or costs). In addition to the foregoing, **Merchant** agrees to pay **Prepaid Experts Inc.** all financial institution fees including any non-sufficient funds fees for any ACH debit not paid by the **Merchant's** bank upon presentation. In the event **Merchant** does not pay, when due, monies owed to **Prepaid Experts, Inc.** **Merchant** will be charged and agrees to pay all costs of collection including all attorneys' fees and court costs resulting from such failure to pay. **Merchant** hereby authorizes any attorney designated by **Prepaid Experts Inc.** or any clerk of any court of record to appear for it in any court of record and confess judgment against the **Merchant** without prior hearing, in favor of **Prepaid Experts, Inc** for and in the amount of all amounts due **Prepaid Experts, Inc.** plus interest accrued and unpaid thereon, all other amounts then due and payable hereunder, costs of suit and an attorney's fee in an amount equal to fifteen percent (15%) of the sum of the unpaid balance of the obligations hereunder; provided, however, that the actual amount of attorney's fees that the Holder shall be entitled to collect in satisfaction of that portion of the judgment relating to attorney's fees shall not exceed the actual amount of attorney's fees incurred at the standard hourly rate for all services rendered to **Prepaid Experts Inc.** in connection with obtaining, enforcing and collecting the confessed judgment and in proceedings and matters related thereto (including any bankruptcy proceedings), together with reasonable out-of-pocket fees and expenses incurred by such attorneys and reimbursed to them by the **Prepaid Experts Inc.** The authority and power to appear for and enter judgment against the **Merchant** shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto. Such authority and power may be exercised on one or more occasions, from time to time, in the same or different jurisdictions, as often as **Prepaid Experts Inc.** shall deem necessary or desirable, for all of which this Note shall be a sufficient warrant. In the event that any Party to this Agreement is required to enforce the provisions of this Agreement, the Parties agree that sole and exclusive jurisdiction and proper venue for any such enforcement of litigation shall be in the Baltimore City, Maryland State courts and/or the United States District Court for Maryland located in Baltimore, Maryland if that Court has jurisdiction over the matter. Both Parties hereby consent to such jurisdiction and venue for the purposes defined above. This Agreement was made in and shall be governed by and construed in accordance with the laws of the State of Maryland, exclusive of any conflicts of law principle which would apply the law of another jurisdiction. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

The undersigned **Merchant** and authorized representative of **Prepaid Experts Inc** have executed this Agreement, which includes both Schedule A and Schedule B, which shall be effective on the date first referenced herein.

Merchant _____ Date _____ **Prepaid Experts Inc** _____ Date _____
(Signature) (Signature)



UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that: _____ is engaged as a registered

Name of Firm (Buyer): _____ Wholesaler _____
Retailer _____
Address _____ Manufacturer _____
Seller (California) _____
Lessor (see notes on pages 2 - 4) _____
Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

Mobile phones, wireless PINs, long distance phone cards

Table with 4 columns: State, State Registration, Seller's Permit, or ID Number of Purchaser, State, State Registration, Seller's Permit, or ID Number of Purchaser. Lists states from AL to MN and MO to WI.

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____ (Owner, Partner or Corporate Officer)

Title: _____ Date: _____