

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	PROOF OF CLAIM
Indicate the Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)	
<input checked="" type="checkbox"/> Cynergy Data, LLC – (Case No. 09-13038) <input type="checkbox"/> Cynergy Data Holdings, Inc. – (Case No. 09-13039) <input type="checkbox"/> Cynergy Prosperity Plus, LLC – (Case No. 09-13040)	
Name of Creditor (the person or other entity to whom the debtor owes money or property): CARD PAYMENT SOLUTIONS Name and address where notices should be sent: Name ID: 8455597 Pack No. 636 CARD PAYMENT SOLUTIONS 4798 S FLORIDA AVE 174 LAKELAND, FL 33813 Telephone No. <u>863-289-8662</u>	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where payment should be sent (if different from above): <u>SAME AS ABOVE</u> Telephone No. <u>863-289-8662</u>	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: <u>\$ 275.00 Monthly Residuals Average</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or charges	5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>Services Performed - Acquire Merchant Accounts for Debtor Sales Services</u> (See instruction #3a on reverse side.)	<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input checked="" type="checkbox"/> Wages, salaries, or commission (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use -- 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. § 507(a)(____).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 3b. Creditor Tax ID # <u>524829451</u>	Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____	<input type="checkbox"/> Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. § 503(b)(9)). Include the amount of such claim in the space for "Section 503(b)(9) Claim Amount" above.
6. Section 503(b)(9) Claim Amount: _____ <input type="checkbox"/> Check this box if your claim is for the value of goods received by the debtor within 20 days before the date of commencement of the case (11 U.S.C. § 503(b)(9)). Include the amount of such claim in the space for "Section 503(b)(9) Claim Amount" above.	7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.
8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:	RECEIVED JAN 12 2010 KURTZMAN CARSON CONSULTANTS
Date: <u>1/5/10</u> Signature: <u>Christiane Decker</u> <i>Christiane Decker owner</i> The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return



0913038091218163657001867

CYNERGY DATA, LLC

09633

CARD PAYMENT SOLUTIONS

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
6/30/2009	Bill		308.40	308.40		308.40
				Check Amount		308.40

6/30/2009

Comerica 185225299 Residuals 05/09 308.40

CYNERGY DATA, LLC

20472

CARD PAYMENT SOLUTIONS

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
10/20/2009	Bill	Residuals 09/2009	143.78	143.78		143.78
				Check Amount		143.78

10/20/2009

Handwritten notes:
 New York
 683-6779
 Simpson
 616-1735
 702-473-4000
 Sandi
 646-8084
 Cleanair
 665-5800
 D. Nipper
 660-2258

Comerica 185225299 Residuals 09/2009 143.78

CYNERGY DATA, LLC

23461

V7140/9196-CARD PAYMENT SOLUTIONS

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/31/2009	Bill	Residuals 11/09	213.79	213.79		213.79
				Check Amount		213.79

12/30/2009

10200-2397-000 Com Residuals 11/09 213.79

CYNERGY DATA, LLC
CARD PAYMENT SOLUTIONS

Residuals 1/09

2/27/2009

7918

311.11

Comerica 185225299 Residuals 1/09

311.11

CYNERGY DATA, LLC
CARD PAYMENT SOLUTIONS

Residuals 02/09

3/31/2009

8356

259.23

Comerica 185225299 Residuals 02/09

259.23

CYNERGY DATA, LLC
CARD PAYMENT SOLUTIONS

Residuals 04/09

5/29/2009

09285

251.56

Comerica 185225299 Residuals 04/09

251.56

CYNERGY DATA, LLC
CARD PAYMENT SOLUTIONS

Residuals 12/08

1/30/2009

7182

382.66

Comerica 185225299 Residuals 12/08

382.66

(.0325 lease factor level)

**INDEPENDENT CONTRACTOR AGREEMENT
(CREDIT/DEBIT CARD SERVICES)**

THIS INDEPENDENT CONTRACT AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between CPS Group, Inc. (hereinafter referred to as "CPS"), a corporation with its principal place of business at 19-02 Whitestone, Suite 203, College Point, NY 11357 and Card Payment Solutions located at 9082 SR 37 North, #253, Mulberry, FL 33860 (hereinafter referred to as "Contractor").

WITNESS:

WHEREAS, CPS is engaged in the business of providing designated electronic payment services through member banks to the business community, including but not limited to, electronic draft capture and transaction processing for cardholder credit card purchases utilizing but not limited to VISA, MasterCard, American Express, Discover Card and other mutually agreed upon merchant credit cards (hereinafter referred to as "Services"); and

WHEREAS, Contractor wishes to sell CPS's Services as an independent contractor; and

NOW THEREFORE, in consideration of the mutual obligations and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree to the following:

1. Independent Contractor. It is the intention of the parties that Contractor shall be an independent contractor with respect to CPS. CONTRACTOR SHALL NOT BE DEEMED AN EMPLOYEE OR AGENT OF CPS FOR ANY PURPOSE WHATSOEVER. However, contractor may sell the services (or any services similar thereto) for any competitor of CPS or through any member banks other than the member banks affiliated with CPS. CPS may from time to time, adopt specifications or procedures, which specification and procedures shall identify the results to be accomplished and achieved by Contractor. In this regard, Contractor shall take all steps reasonably necessary to comply with such policies and procedures, but in doing so, Contractor shall control the method, efforts, and means accomplishing such results. CPS shall at no time assume or be responsible for the direction or control of Contractor. Contractor shall pay all applicable taxes, including, but not limited to, all applicable state and federal income and social security taxes.
2. Contractor's Responsibility. CPS hereby retains Contractor on a non-exclusive basis to solicit merchants (hereinafter referred to as "Merchants") to utilize the services. More specifically, Contractor shall perform the following:
 - 2.1 Market and sell the Services in a professional manner to potential Merchants; provided, however, Contractor shall not market the Services to Merchants who already subscribe to CPS's Services.
 - 2.2 Obtain a signed agreement with each Merchant to the Services on a form approved by CPS ("Credit/Debit Transaction Agreement") and forward it to CPS for acceptance, as determined, at CPS's sole discretion. No fee pursuant to Attachment "A" shall be paid to Contractor unless and until the assigned Credit/Debit Transaction

Agreement has been received and accepted by CPS in Whitestone, New York, and other requirements of this Agreement have been met.

2.3 Follow-up with Merchant to assure receipt of necessary start-up materials, as well as provide initial training of Merchants' personnel on the Service. Upon request by Merchants or CPS, from time to time, Contractor shall also Train new personnel of Merchants as necessary.

2.4 Contractor shall be responsible for conducting an on-site inspection of each Merchant submitting an application for Service. The purpose of the inspection is to ensure that the Merchant is accurately reporting business conducted pursuant to Service and that the average ticket and volume of Merchant is a reasonable approximation to the actual volumes reported. Contractor shall incur and be responsible for all costs of such inspection. CPS may direct an on-site inspection under the Section 2.4.

2.5 Provide on-going support services to Merchants to ensure that Merchants are continually appraised of the Service requirements and to remedy customer service problems encountered by Merchant. In this regard, Contractor shall make contact either by telephone or in person immediately following a customer service request by a Merchant.

2.6 Promptly communicate to CPS any Merchant problems associated with the Service and resolution of the problem.

3. Credit/Debit Transaction Agreement. Contractor shall forward all Credit/Debit Transaction Agreements to CPS for processing. CPS shall have the right (i) decline to contract with any Merchant or to terminate any existing Credit/Debit Transaction Agreement with any Merchant on the Service, and (ii) to modify the form of Credit/Debit Transaction Agreement from time to time. Contractor shall not modify or alter Credit/Debit Transaction Agreement or any forms or materials provided by CPS, unless approved in writing by CPS.

4. Fees.

4.1 Subject to approval by CPS, contractor may be entitled to charge Merchants certain fees including but not limited to: (i) on site inspection fees, (ii) equipment set up fees, and (iii) Merchant Applications fees. The amounts of fees, charges and reimbursements shall be as provided on an addendum attached hereto and incorporated herein. The addendum may be updated and modified from time to time at the sole discretion of CPS and Contractor shall be bound by any charges upon receipt of the written updated addendum.

4.2 Only to the extent Contractor complies with the provisions of section 4.7 hereof, Contractor may receive residual compensation directly related to the processing of Merchants from whom Contractor solicited and obtained the Merchant application ultimately accepted by CPS. The residual shall be any amount over the Residual Compensation, as described in the attached Addendum A to the Agreement. This addendum may be updated and modified from time to time at the sole discretion of CPS and Contractor shall be bound to any changes upon receipt of the written addendum.

4.3 Only to the extent Contractor complies with the provisions of section 4.7 hereof, residual compensation shall be payable by CPS to the Contractor on or about the 30th day after the end of the month in which any such residual compensation was earned. CPS retains the right of set-off by CPS for any amount owed to it by Contractor that is current or past due at that time when such residual is to be paid.

4.4 Contractor acknowledges that CPS may be subject to price changes in its clearing, settlement, interchange and communication transactions that are beyond its control. Therefore, the absolute amount of a price increase or decrease will be added to or subtracted from the calculation of the standard discount rate or transaction charge used to calculate the base residual of Contractor.

4.5 Contractor acknowledges that CPS bases its standard discount rates and transaction charges upon the average volume amount and ticket amount of the merchant and that standard discount rate and transaction charge may be adjusted as these amounts fluctuate.

4.6 Contractor will not have the right under this agreement to audit or examine the books of CPS to verify price changes. Contractor must obtain written authorization from CPS in order to quote a discount rate or transaction charge which is below his buy rate prices in accordance with Addendum A. CPS may at its sole discretion agree to any discount rate or transaction charge and special residual rate to compensate the Contractor. CPS will not be bound to Contractor for any specially set residual rate which is not acknowledged in writing by CPS. If a specially set discount rate or transaction charge is granted by CPS based upon inaccurate merchant information given to CPS, CPS reserves the right to adjust the discount rate or transaction charge to the standard discount rate or as indicated in the attached Addendum A.

4.7 Contractor acknowledges that in order to be considered an "active" office, a Contractor must maintain, during the term of this Agreement, a minimum of twelve (12) approved Merchants applications, in a period of ninety (90) days. An "active" office receives residuals and American Express signing fees. An "inactive" office receives residuals with only half (1/2) of the annual membership fee rebate.

4.8 Upon the termination or expiration of this Agreement, Contractor shall be entitled to ongoing residuals with half (1/2) of the annual rebate fee so long as Contractor is in compliance with all terms and conditions as set forth in this Agreement.

4.9 Contractor shall qualify for CPS' Residual Buy Back Program (the "Buy Back Program") when all of the following conditions are met: (1) Contractor has provided uninterrupted services under this Agreement for at least one year, (2) Contractor's residuals from active Merchants equal or exceed \$ 1,000.00 per month for three consecutive months, (3) Contractor's portfolio of Merchants incurs losses no greater than 15% of the total value for such Merchants during the immediately preceding 12 months, (4) Contractor is not in breach of this Agreement, and (5) CPS receives compensation from its Banks and/or Processors with respect to Contractor's portfolio of Merchants. In the event Contractor qualifies for the Buy Back Program and elects to participate in it, CPS will pay the Contractor according to the Buy Back Schedule attached hereto as Schedule B.

5. Agreement Term. Unless terminated, for any reason, by written notice thirty (30) days prior to the end of the existing term, or as otherwise provided herein, this Agreement shall be in effect for one (1) year from the latest date on the signature page below. Thereafter, this Agreement will automatically renew itself for consecutive one (1) year terms, as long as Contractor is not in breach of this Agreement at the time of this renewal. Following the initial one (1) year term, this Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice.

6. Termination of Agreement. Upon termination of the Agreement, CPS may contact applicable Merchants and explain that all direct support and future contacts regarding the Service shall be with CPS and that Contractor is no longer supporting the Service.

7. Termination for Cause. CPS may terminate this Agreement immediately upon written notice to Contractor with no ongoing residuals and the Contractor relinquishes all rights and claims to any present or future residuals upon the occurrence of any of the following:

7.1 Fraud or misrepresentation by Contractor or any of its Sales Personnel to CPS, CPS's clients, potential CPS clients, Merchants or any other related parties either prior to the execution of the Agreement, or during the term hereof.

7.2 Noncompliance by the Contractor and/or its Sales Personnel with applicable MasterCard, Visa, or other credit/debit card law and regulations, or federal, state or local laws or regulations by regulatory agencies.

7.3 The violation, omission or breach by the Contractor or its Sales Personnel of any provision, duty, or obligation required of them under this Agreement.

7.4 Failure to collect fees from Merchants that have been authorized by CPS or a member bank, including without limitation, failure to return any processing fees due to applicant, if appropriate.

7.5 Failure to give all proper disclosures and maintain advertising and marketing materials in compliance with this Agreement and all consumer protection laws.

7.6 Failure to timely install necessary equipment for Merchant processing or provide necessary training to operate such equipment, or to conduct a site inspection of Merchant before submitting an application or after a request from CPS.

7.7 Failure of Contractor to properly supervise Sales Personnel, employees and independent contractors.

7.8 Contractor files for bankruptcy, is placed into bankruptcy or receivership, dissolves, liquidates, becomes financially insolvent or unsound, or adopts general business practices that adversely affect the financial soundness of Contractor, or CPS's or members Bank's merchant processing or credit/debit card business.

7.9 Contractor or its Sales Personnel make any contact whatsoever with any CPS member banks, any supplier, network entity or processor.

8. Rights Retained by CPS. CPS retains the right to encourage other entities and individuals to market the Service, and shall be able to do so in any area in which Contractor may be marketing the Service. It is expressly understood that Contractor does not have any exclusive rights for marketing any CPS Services.

9. Confidentiality. Contractor shall treat as confidential all information concerning the business of CPS, its affiliates or any Merchant that may come to its attention during the course of performance hereunder. Such confidential information shall include, without limitation, the Credit/Debit Transaction Agreement, processes, programs, knowhow, financial information, pricing information, Merchant names, customer lists, Merchant lists, personnel information and computer and other technical data. Further, upon the termination of Contractor's engagement hereunder, Contractor shall deliver to CPS all papers, documents and other property that it has received and all copies thereof, including all copies of customer lists, containing any confidential information. The obligation of confidentiality hereunder shall survive termination of this Agreement. For purposes of this Agreement, the term (i) "affiliates" shall include any person or entity that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Contractor, and (ii) "control" shall mean the direct or indirect ability to direct or cause the direction of the management and policies of the specified party, whether through ownership, by contract, or otherwise.

10. Covenant Not To Compete. Contractor acknowledges that during the performance of this agreement it will acquire information and contacts which are confidential and valuable to CPS. Contractor further agrees that if necessary to protect the interests of CPS its Merchant base by entering into the following.

10.1 For a period of five (5) years following termination or expiration of the Agreement for any reason, Contractor agrees that neither it nor its Sales Personnel, nor any of the affiliates, owners, employees, contractors, officers, directors or partners of Contractor will solicit applications from: (i) Merchants from whom Contractor or its Sales Personnel solicited an application on behalf of CPS or member banks, or (ii) any Merchant having an existing Merchant relationship with CPS or its member banks.

10.2 The parties agree that it is impossible to ascertain or estimate the exact amount of damage which CPS may sustain by reason of a breach of this Section, and the sum specified herein below is agreed on as a liquidated damages for injury suffered by CPS and not as a penalty. In the event of a breach of this provision, Contractor shall pay to CPS within thirty (30) days of such a breach, (i) the amount of \$1,000.00 or (ii) (1) 24 times the latest monthly revenue from Merchant to CPS, whichever is greater, for each solicited Merchant approached by Contractor. Nothing in this provision shall prevent CPS from obtaining equitable relief, including an injunction for a breach by Contractor under this provision.

11. Indemnity. Contractor shall indemnify and hold harmless CPS from and against any and all claims, costs, damages, expenses, and liabilities, including reasonable attorney's fees and costs and expenses, resulting from, arising out of or in connection with Contractor's performance

or breach of performance hereunder. CPS shall indemnify and hold harmless Contractor from and against all claims, costs, damages, expenses, resulting from, arising out of or in connection with CPS's performance or failure to perform hereunder.

12. Sales Personnel of Contractor.

12.1 Contractor shall provide CPS with completed bank registration forms for all current and proposed Sales Personnel. Contractor shall update Sales Personnel information to include any change in address or telephone number and provide CPS promptly with the updated information no later than ten (10) days of any change. Furthermore, Contractor shall provide CPS with any other information which is reasonably necessary for the performance of this Agreement or compliance with Visa, MasterCard, or other credit/debit bylaws, rules and regulations upon request.

12.2 Contractor shall ensure that its Sales Personnel are properly trained and supervised so as to act at all times in a professional manner while marketing the Services and products of CPS.

12.3 Sales Personnel are subject to review and exclusion by CPS at any time for any reason, with or without cause. However, such exclusions or determinations shall not be arbitrarily or unreasonably invoked.

12.4 Contractor shall be responsible for compliance with all rules, regulations, statutes, and laws of any association, court, agency, legislature, or other law making authority. Contractor and its Sales Personnel shall not use the CPS corporate logo, Visa, MasterCard, or other credit or debit trademark or any other trademark without the prior written consent of CPS and the member banks, if appropriate. To the extent allowable under any law, regulation, or contract to which CPS is a party, CPS shall use its best efforts to provide to Contractor all applicable Visa, MasterCard, or other credit or debit card rules and regulations. Contractor shall be bound to comply with the said rules and regulations to the extent that: (i) CPS provides said rules and regulations to Contractor; (ii) said rules and regulations are released into the public domain; or (iii) Contractor has actual knowledge of said rules and regulations.

12.5 Contractor and its Sales Personnel shall not undertake nor omit any actions, which if undertaken or omitted by CPS would amount to a violation of or breach of Visa, MasterCard, or other bankcard rules or regulations of any agreement, which CPS has with member banks.

12.6 CPS shall not solicit any Sales Personnel under contract with Contractor and properly registered through CPS to market the Service; provided that, this Agreement shall be in force and effect and Contractor shall not be in breach hereof.

13. Miscellaneous.

13.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way. This Agreement is entered into and enforceable in Queens County, New York. Venue for any dispute under this Agreement shall be in Queens County, New York.

13.2 Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally, given by telecopy, facsimile, prepaid telex or telegram or mailed first class, postage prepaid, certified United States mail, return receipt requested, to the party to receive such notice, request, demand or communication at such party's address set forth below: provided that, any party may change its address for such notice by giving to the other party written notice of such change. Any notice given under this Section 11 shall be effective (i) if delivered personally, when delivered, (ii) if sent by telecopy, facsimile, telex, 24 hours after sending, and (iii) if mailed, 48 hours after mailing.

If to CPS: CPS Group, Inc.
19-02 Whitestone Expwy., Suite 203
College Point, NY 11357

If to Contractor:

Individual or Corp *Card Payment Solutions*
Address *7082 SR 37 North #253*
City/State/Zip *Mulberry FL 33860*
Phone *(803) 289-8662*
Contact Name/Title *Chris Decker - Owner*

13.3 In the event that CPS is unable to perform its obligations hereunder in a timely fashion due to causes that are beyond its control, including without limitations strikes, riots, earthquakes, epidemics, war, fire, power failure, machine breakdown, computer associated equipment outage including all networks utilized by CPS, and any other catastrophe rendering its data processing center wholly or partially inoperable, CPS shall not be liable for any direct, indirect, or consequential loss or damages which results to Contractor or Merchant.

13.4 In the event a party must hire an attorney, bring suit or otherwise seek enforcement of any provisions of this Agreement, the prevailing party shall receive from the non-prevailing party, all attorney's fees, court costs, expert witness fees, and other costs of enforcement in connection herewith and therewith.

13.5 Contractor represents and warrants that it has full right, power, legal capacity and authority to enter into and perform its obligations under this Agreement and that its entering into this Agreement does not violate any agreement, contract, understanding, rule, order or judgment to which it may be subject.

13.6 All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns; provided however, that Contractor shall not be entitled to assign its rights or obligations hereunder, nor shall Contractor contract with any other entity to perform for Contractor or on its behalf any of the Contractor's obligations hereunder without the prior written approval of CPS.

13.7 This Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, covenants or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision or covenant.

13.8 This document, together with any related documents referred to in this Agreement, constitute the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior agreements, written or oral arrangements and understandings relating to the subject matter hereof.

13.9 Should any provision of this Agreement be held unenforceable or invalid under the laws of the United States of America or of the State of New York, or under any other applicable laws of any other jurisdiction, then the parties hereto agree that such provision shall be deemed modified for purposes of performance of this Agreement in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed herefrom for purposes of performance of this Agreement in such jurisdiction. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance.

13.10 CPS shall not be liable to Contractor for consequential or incidental damages, including lost profits or damages to reputation, as a result of any breach of this contract or failure to perform hereunder.

13.11 All disputed, claims, or other matters in question between parties arising out of this Agreement, other than claims involving injunctive relief, shall be decided by arbitration to be conducted at a neutral site in New York City, pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association.

14. Sale, Merger, or Dissolution of CPS Merchant Portfolio. CPS together with its affiliates and its principals, retains the right to sell, merge or otherwise dispose of its Merchant Portfolio at any time. In the event CPS chooses to exercise this right, Contractors and Sales Personnel in good standing, can either continue to be paid on their portfolio by the successor or will be paid a one time buy out amount to be determined at the time of

the buy out, and based upon the prior four (4) months of average monthly income, (excluding the month of December), of Contractor's portfolio.

IN WITNESS WHEREOF, the parties hereto have entered into
This Agreement as of the 8th day of May, 2000.

CPS Group, Inc.

Contractor

By: *[Signature]*

Corporate Name if Applicable:
Card Payment Solutions

MARCO PAZZINI/CEO
(print name and title)

By: Christian Decker
Christiane Decker - owner
(print name and title)

Tax ID Number if Corp.

524-82-9451

Social Security Number if Ind.

ADDENDUM A

C.D
 Plus Level
 with 6 MO.
 RAMP UP

LEVEL	STANDARD (ISA)	ELITE (ISO)	PLUS (ISO)	PREMIER (ISO)
Monthly Production <i>(prior 3 months) OR</i>	0 to 11	12 to 49	50 to 99	100+
Total Active Merchants <i>(Which ever is greater)</i>	1 to 349	350+	700+	1000+
Retail Rate	1.59% <small>(100% above)</small>	1.49% <small>(100% above)</small>	1.49% <small>(100% above)</small>	1.49% <small>(100% above)</small>
Supermarket Rate	1.39% <small>(100% above)</small>	1.35% <small>(100% above)</small>	1.35% <small>(100% above)</small>	1.35% <small>(100% above)</small>
MOTO Rate	2.39% <small>(100% above)</small>	2.29% <small>(100% above)</small>	2.29% <small>(100% above)</small>	2.29% <small>(100% above)</small>
Transaction fee	0.21 <small>(100% above)</small>	0.20 <small>(100% above)</small>	0.18 <small>(100% above)</small>	0.16 <small>(100% above)</small>
MOTO Trans fee	0.31 <small>(100% above)</small>	0.30 <small>(100% above)</small>	0.27 <small>(100% above)</small>	0.25 <small>(100% above)</small>
Statement fee	\$8.50 <small>(100% above)</small>	\$7.50 <small>(100% above)</small>	\$7.00 <small>(100% above)</small>	\$7.00 <small>(100% above)</small>
Minimum <i>Up to \$ 20</i>	\$20.00	\$18.00 <small>(100% above)</small>	\$15.00 <small>(100% above)</small>	\$10.00 <small>(100% above)</small>
Annual Fee <i>Up to \$ 55</i>	\$55.00	\$45.00 <small>(100% above)</small>	\$40.00 <small>(100% above)</small>	\$35.00 <small>(100% above)</small>
Non Qualified Rate <i>(ChPB accounts only) ISO receives</i>	1.39% 0 basis pts	1.39% 10 basis pts	1.39% 15 basis pts	1.39% 20 basis pts
Debit fee <i>Includes network fees</i>	0.35 <small>(100% above)</small>	0.35 <small>(100% above)</small>	0.33 <small>(100% above)</small>	0.30 <small>(100% above)</small>
Check Guarantee	\$25 upfront 1.59% (100% above)	\$25 upfront 1.49% (100% above)	\$30 upfront 1.39% (100% above)	\$35 upfront 1.29% (100% above)
Bundled Rate	Yes	Yes	Yes	Yes
Maintenance Program <i>ISO receives</i>	\$7.50 \$0.00	\$7.50 \$1.50	\$7.50 \$2.00	\$7.50 \$2.50
American Express	\$35.00	\$40.00	\$40.00	\$45.00
Application fee	\$50.00	\$25.00	\$0.00	\$0.00

SCHEDULE B

1. If the attrition rate for the last 12 months is less or equal to 10%, CPS will pay Contractor the average monthly residuals for the past six months on said accounts – excluding the months of November, December and January – multiplied by 24, or:
2. If the attrition rate for the last 12 months is more than 10%, CPS will pay Contractor the average monthly residuals for the past six months on said accounts – excluding the months of November, December and January – multiplied by a factor to be determined at the moment of the purchase, but not less than 18.
3. If Contractor chooses to sell back his/her residuals, Contractor would be required to sign a five (5) year covenant not to compete addendum.