B 10 (Custom Form 10) (04/09)

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 XCynergy Data, LLC – (Case No. 09-13038) □ Cynergy Data Holdings, Inc. – (Case No. 09-13039) □ Cynergy Prosperity F	
Name of Creditor (the person or other entity to whom the debtor owes money or property): Cinergy Health and Life Inc.	Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Name ID: 8455732 Pack No. 753	Court Claim
Cinergy Health and Life Inc.	Number: (if known)
Daniel Touizer	Filed on:
19495 Biscayne Blvd., Ste 604	
Aventura, FL 33180	
Telephone No. (305) 792-9996	
Name and address where payment should be sent (if different from above): Telephone No.	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.
reiepnone ivo.	☐ Check this box if you are the
	debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ 151,155.50 plus interest and attorney fees as applicable	5. Amount of claim Entitled to Priority under 11 U.S.C. § 507(a). If any
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.	portion of your claim falls in one of the following categories, check the
If all or part of your claim is entitled to priority, complete item 5.	box and state the amount.
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	Specify the priority of the claim.
2. Basis for Claim: merchant processing agreement (see attached) (See instruction #3a on reverse side.)	☐ Domestic support obligations under 11
3. Last four digits of any number by which creditor identifies debtor:	U.S.C. § 507(a)(1)(A) or (a)(1)(B).
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.) 3b. Creditor Tax ID # 20-2372436	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.
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.	§ 507(a)(4). Contributions to an employee benefit
Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:	plan 11 U.S.C. § 507(a)(5). Up to \$2,425* of deposits toward purchase, lease, or rental of property or
Value of Property: S Annual Interest Rate:%	services for personal, family, or household use 11 U.S.C. § 507(a)(7).
Amount of arrearage and other charges as of time case filed included in secured claim,	☐ Taxes or penalties owed to
if any: \$ Basis for Perfection:	governmental units 11 U.S.C. § 507(a)(8).
Amount of Secured Claim: \$ Amount Unsecured: \$	Other Specify applicable paragraph of
6. Section 503(b)(9) Claim Amount: 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.	11 U.S.C. § 507(a)(). Amount entitled to priority: \$* * Amounts are subject to adjustment on
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	4/1/10 and every 3 years thereafter with
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	response to cases commenced on or after the date of adjustment.
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.	RECEIVED
If the documents are not available, please explain:	
Date: The person filing this claim must sign it. Sign and print name and title, if any, of the	† FEB 01 2010
Signature: 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.	KURTZMANCARSONCONSULTANTS

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.



ATTACHMENT A

EXPLANATION OF CLAIM

This Proof of Claim is based on amounts due the Creditor (the "Indebtedness) pursuant to that certain merchant agreement by and between Creditor and Debtor, a copy of which is attached hereto as Exhibit "1" (the "Merchant Agreement"). In addition, to the extent as allowed by applicable law, Creditor is entitled to post petition interest on unpaid amounts and attorneys' fees and costs in connection with the collection of the Indebtedness and/or this bankruptcy proceeding.

EXHIBIT 1

MERCHANT APPLICATION

Merchant #



☐ New Location	☐ Additional Location

5605 N. MacArthur BLVD. • 11th Floor • Irving, TX 75038

Tel: 800-944-1399 Fax: 214-260-9320 www.signapay.net

ISO#:____

	150#:	
▶ Business Information		
Legal Name:	Name of Account (Doing Business As):	
Cinergy Health, Inc.		
Legal Address: 19495 Biscayne Blvd., Suite 604	Physical Street Address (No P.O. Box):	
	ip: City: State: Zip: 3180	
Phone #: Contact: (305) 792-9996 Howard Markowitz	DBA Phone #:	
Must Choose One Mailing Address: E-Mail Address:	Website Address:	
☐ DBA Address ☑ Legal Address ☐ HMarkowitz@cinergyhea.		
Federal Tax # # of Locations Years in Busine 2 0 2 3 7 2 4 3 6 1 2		-
Bank Reference:	Contact: Phone #:	
Citibank	J. Courtney Williams (305) 705-1017	
▶ Owners or Officers • Individual Ownership Must b		الانتا
Name: Title:	Date of Birth: Applicant's SS #: % Equity Owner	rehin
1. Daniel Touizer President/CEO	06/12/1973 590-84-9224 50%	.up.
Residence Address: City: 21213 NE 38th Ave Aventura	State: Zip: FL 33180	
# Years: Driver's Lic. #: 3 T260-160-73-212-0	State: Home Phone: FL (305) 934-7566	
Name: Title: 2.	Date of Birth: Applicant's SS #: % Equity Owner	rship
Residence Address: City:	State: Zip:	
# Years: Driver's Lic. #:	State: Home Phone:	
▶ Business Profile	➤ Sales Profile	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ PA or Po ☐ Corporation ☐ Limited Liability Company ☐ Not For Profit	Merchant Type: Visa/MasterCard Sales Profile (Be Accurate):	
Type of Goods or Services Sold: SIC Code:	Card Swipe	%
Discount Medical Plans	Lodging Manual Key Entry with Imprint, Card Present	%
Do you currently accept Visa/Mastercard? : Name of Current Processor: ☑ Yes ☐ No (If yes, you should submit 3 current months' statements.) Global	Service Mail Order/Telephone 90 ☐ Internet	%
Has Merchant or any associated principal disclosed below filed ☐ Yes Date:	Home Based Internet 10	%
bankruptcy or been subject to involuntary bankruptcy?		100%
▶ Business Trade Suppliers • List Two		
Name: Address: Proving Ground Media Forest Hill, MD 21050	Contact: Phone #:	
Name: Address: Gerstle, Rosen & Assoc Aventura, FL 33180	Contact: Phone #: Brian Goldenberg (305) 937-0116	
▶ Merchant Site Survey Report • To Be Completed b	ov Sales Representative	
Merchant Location: ☐ Retail Location with Store Front ☐ Office Building Area Zoned: ☐ Commercial ☐ Industrial ☐ Residential		
Does the amount of inventory and merchandise on shelves and If No, explain:		
The Merchant: Owns Leases the Business Prei	mises Landlord Name & Phone #: Turnberry Associates 305-936-	2455
Further Comments by Inspector (Must Complete)	Tanasa Name a Misia m	
I hereby verify that this application has been fully completed by the merchant at this address and the information stated above is Verified and Inspected by: Office #:	Representative #: Representative Signature: Date:	s of
	X	

	/ High Risk Retail Rates	▶ ■ Mail / Phone / Internet / Touc	TITOTIO INGLOO
erchant Chooses to accept the following: /MC (Other Cards) Discount Rate:	%	Merchant Chooses to accept the following: VS/MC (Other Cards) Discount Rate;	Interchange + 0.50 %
MC Debit Card Discount Rate:		VS/MC Debit Card Discount Rate:	Interchange + 0.50 %
EX Discount Rate; cover Discount Rate;	%	AMEX Discount Rate:	N/A %
	%	Discover Discount Rate:	N/A%
Fees		▶ Fees	
MC Transaction Fee:	Per Item	VS/MC Transaction Fee:	<u>\$0.20</u> Per Item
-Bankcard Transaction Fee:	Per Item	Non-Bankcard Transaction Fee:	<u>\$0.20</u> Per item
ement Fee:	Monthly	Statement Fee:	<u>\$5.00</u> _Monthly
AS Online Service: thly Minimum:	Monthly	VIMAS Online Service:	\$5.00Monthly
ual Fee:	Monthly Per Year	Monthly Minimum:	\$20.00 Monthly N/A Per Year
it Transaction Fee Plus Network Fees:	Per Item	Annual Fee:	N/A Per Year N/A Per Item
Transaction Fee:	Per Item	MOTO/Internet Surcharge: AVS Surcharge:	N/A Per Item
Statement Fee:	Monthly	Batch Fee:	\$0.20 Per Batch
h Fee:	Per Batch	Manual Imprinter: QTY:	N/A One Time
ual Imprinter: QTY: rgeback Fee:	One Time \$25.00 Per Item	Chargeback Fee:	\$25.00 Per Item
Reject Fee:	\$25.00 Per Item	ACH Reject Fee:	\$25,00 Per Item
ieval Fee:	\$5,00 Per Item	Retrieval Fee:	\$5.00_Per Item
e Authorization Fee:	.95 Per Call	Voice Authorization Fee:	
Surcharge	Per Item	Early Termination Fee:	\$295.00One Time
y Termination Fee:	\$295,00_One Time	Others (please specify):	
ers (please specify):			
Ve understand and agree to the following: that my/our	discount rate as stated above will be charge	on all electronically authorized bankcard transactions that a	re in batches closed daily (qualified rate);
nd that all bankcard transactions that do not meet the re ay be charged up to 1.99% + .10¢ above qualified rate.	equirements stated in number 1 above may l	e charged up to 1.99% + .10¢ higher than my/our discount ra	ite. Visa/Mastercard business transactions
Merchant Benefits Club	Suite Programme and Commence		
	nofite Club which testudes	at and replacement for an additional AC CO and and a	month Initiate V
	neins Gub which includes equipment supp	ort and replacement for an additional \$9.50 per terminal per	monui, initiais: X
American Express			
signing below, i represent that the information I have p	rovided on the Application is complete and	occurate and I authorize American Express Travel Related Se	ervices Company, Inc ("American Express")
verily the information on this Application and to receive	and exchange information about me, include	ling, requesting reports from consumer reporting agencies.	If I ask American Express whether or not a
sumer report was requested, American Express will tel	I me, and if American Express received a re	port, American Express will give me the name and address of	of the agency that turnished it. I understand
be sent to such husiness approval of the business entit	y indicated above to accept the American Ex	press Card, the Terms and Conditions for American Expresso	BCard Acceptance ("Terms and Conditions")
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➤➤ 09/26/06

Merchant Processing Agreement ("Agreement") is entered into on the Effective Date defined in Section 13.A, below, between the business indicated on the Merchant Application ("Merchant" or "you"), Cynergy Data ("CD"), BA Merchant Services, LLC. ("BAMS") (CD and BA Merchant Services, LLC. are collectively referred to as Processor), and Bank of America, N.A. ("Bank").

Merchand Processing Agreement
In hasheses Indicated in Part Marchand Registation ("Feedmant" or "you"). Cyloring Dail ("CD"). Biffure 13.1. Is blook because the hasheses Indicated in Part Marchand Registation ("Feedmant" or "you"). Cyloring Dail ("CD"). Biffure 13.1. Is blook because the hasheses Indicated in Part Marchand Registation ("Feedmant" or "you"). Cyloring Dail ("CD"). Biffure 13.1. Is blook because the marchand register in part of the part of the

or reversed.

iii. Adjustments. Except as the Debit Networks may permit, you will not make any cash refunds or payments for returns or adjustments on Debit Card transactions but will instead complete an adjustment form provided or approved by Processor. The Debit Card Sales Draft for which no refund or return will be accepted by you must be clearly and conspicuously marked (including on the Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

vi. Error Resolution. You will refer Debit Card Cardholders with questions or problems to the institution that issued the Debit Card. You will cooperate with Processor and with each applicable Debit Network and its other members to resolve any alleged error relating to transactions. You will permit and will pay all espenses of periodic examination and audit of incurions related to each Debit Network, at such frequency as the applicable Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be made available to the Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be made available to the Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be made available to the Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be processor and present (malified phone orders) due to the high incidence of customer disputes. You will perform AVS and obtain a expiration date when obtaining authorization of the processor of

D. Persial Compiletion.

D. Terral Compiletion and accept for pyrement by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior withen consent of Processor or Bank, Such consent with sea to builded to the subject to Bank is manaphroval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent with the deemed a breast of the Agreement and cause for immediate termination, in addition to any other remodes available and the prior of the consent of the consent

i. For each PIN-based Debit Card sale, the Cardholder must enter his Personal identification Number ("PIN") through a PIN pad cloated at the point of sale.

ii. Each PIN pad will be situated to permit Cardholders to input their PINs without revealing them to other persons, including your personnel.

iii. You will instruct personnel that they may not sak any Cardholder to disclose the PIN and that in the event that any of your personnel nevertheless becomes aware of any Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person.

V. The PIN message must be encryted from the PIN pad to the point of sale device connected to a Debit Network used to initiate transactions ("Terminal") and from the Terminal to the Debit Network and back so that the PIN message will not be in the clear at any point in the transaction.

V. You will comply with any other requirements relating to PIN security as required by BAMS or by any Debit Network.

V. A transaction receipt in conformity with Regulation E and the Rules will be made available to the Cardholder.

VI. You may not charge any Cardholder for the use of any Debit Card unless the Rules so permit.

IX. You may not collect tax as a separate cash transaction.

X. You may not collect tax as a separate cash transaction.

X. Debit Card ferminals. Debit Card terminals, including nardware and software, must be certified for use by BAMS and by all of the Debit Red to the Card ferminals. Debit Card terminals, or personal termination and the properties and the properties of the properties of the pad with a properties of the

7. Security Interests, Reserve Account, Recoupment and Set-Off.
A. Security Interests.

7. Security Interests, Reserve Account, Recoupment and Set-Off.
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one most involved. Notify shall not exceed the lowest amount determined in accord with the foregoing calculation for any or consequential damages or consequential damages.

Deformance, Processor and Bank will perform all services in accordance with this Agreement. Processor and Bank was eno warranty, express or implied, regarding the services, and nothing contained in the Agreement. Processor and Bank was no warranty, express or implied, regarding the services, and nothing contained in the Agreement for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay raises out of causes beyond the control and without the, fault or negligence of such party. Neither Processor nor Bank shall be liable for the acts or omissions of any third party. For purposes of this Agreement, Processor in the State believe to the acts or omissions of any third party. For purposes of this Agreement, Processor or Bank shall be liable for the acts or omissions of any third party. For purposes of this Agreement, Processor or Bank shall be liable for the acts or omissions of any third party. For purposes of this Agreement, Processor or Bank and Bank is at all times entirely responsible for, and in control of Processor's performance.

10. Representations and Warranties. You represent and warrant to Processor and Bank at the time of execution and during the term of this Agreement the following:

A Information. You are a corporation, limited liability company, partnership or sole proprietorship validly existing and organized in the United States. All information contained on the Application or any other document submitted to Processor or Bank his true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Application, unless you obtain the prior written consent of Pr

8. Financial Information.
1. Authorizations. You authorize Processor or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Processor and Bank.
ii. Documents. You will provide Processor or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to Processor and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

information to airsever more creat inquiries and to turnish intal runormation to Processor and Bank.

It Documents, You will provide Processor or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to Processor and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. Processor and Bank have no responsibility for any transaction until that point in time. Processor or Bank receive data about the transaction.

It is a subject to the state of t

ect for a period or years (inities rem) en a man and a period of the latest removed the latest removed the latest removed the latest removed at the end of the Initial Term or any Renewal rmination. The Agreement may be terminated by Bank or Merchant to be effective at the end of the Initial Term or any Renewal

Term by giving written notice of an intention not to renew at loast 90 calendar days before the end of the current term, Further, this Agreement may be betweened as day with the written of the triving and processing of 100 good and the control of the current term. Further, this Agreement may be returned as any time with the current term for the control of the current term for the current term. Further, this development is a support of terminate processing of 100 good and suitable, upon termination or processing of 100 good and suitable, upon the current terminate or the current terminates of the current terminate



105 Decker Court Suite 650 Irving, TX 75062 Tel: 800-944-1399 Fax: 214-260-9320

		ocessing Agreement LOCATION FORM
Merchant #		Office #: <u>IS0106</u>
	***** Original Signer Must S ** Merchant Account I	Sign For All Additional Locations ***** Entry Form must be included **
Mailing / Business A City, State, Zip Cod Contact Name: H Phone #: 305 - Location Address: City, State, Zip Cod Contact Name: H Contact Name:	me: <u>(INERGY</u> HE De: <u>CINERGY</u> HE Address: 19495 DE: <u>AVENTURA</u> , F DWARD MARKOWN 19495 BISCAYN DE: <u>AVENTURA</u> , F DWARD MARKOWN 122-9996 EXT	BISCAYNE BLVD., SUITE 604 L 33180 ITZ 104 Fax#: 305-792-9669 (E BLVD., SUITE 604
Corporate Merchan	Electronic Debi	it/Credit Authorization ith the Merchant Processing Agreement to initiate
Merchant hereby author lebit/credit entries to Me Designated Account" for full force and effect un nanner as to afford Ban	Electronic Debi rizes Bank, in accordance wi erchant's deposit account, as or all purposes under the Men ntil (a) Bank has received wr	it/Credit Authorization ith the Merchant Processing Agreement to initiate is indicated below this account will be deemed the irchant Processing Agreement. This authority is to remain itten notification from Merchant of its termination, in such a act on it and (b) all obligations of Merchant to Bank that
Merchant hereby author debit/credit entries to Me Designated Account" for full force and effect un manner as to afford Banave arisen under this A Checking A Bank Name and Pho	Electronic Debi rizes Bank, in accordance wi erchant's deposit account, as or all purposes under the Men otil (a) Bank has received wri ok reasonable opportunity to agreement have been paid in Account Only – A Voided C	it/Credit Authorization ith the Merchant Processing Agreement to initiate s indicated below this account will be deemed the rchant Processing Agreement. This authority is to remain ritten notification from Merchant of its termination, in such a act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached
Merchant hereby author debit/credit entries to Me Designated Account" for full force and effect unanner as to afford Banave arisen under this A Checking A Bank Name and Pho Address, City, State, Transit #: (print name) DANIE or my current credit card original application, and Personal warranty apply	Electronic Debi izes Bank, in accordance wi erchant's deposit account, as or all purposes under the Men or all purposes under	it/Credit Authorization ith the Merchant Processing Agreement to initiate is indicated below this account will be deemed the inchant Processing Agreement. This authority is to remain itten notification from Merchant of its termination, in such a act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached

Ver. 01/22/07

www.signapay.net



1. The reserve account will be established by:

Cynergy Data 109-15 14th Ave. College Point NY, 11356

Tel: 800-933-0064 Fax: 718-463-6095

Merchant Reserve Acknowledgment

This will acknowledge that as a condition of approval or continuance of the Merchant's (indicated below) credit card processing account, Cynergy Data and its agents, including its processing bank, have the authority to establish a reserve account in accordance with Section 7.B of the Merchant Processing Agreement ("MPA") and the following:

A. A certified check made payable to Cynergy Data in the amount of \$
B. Withholding 10% from each gross deposit.
2. The reserve account will be used to offset any amounts owed by the Merchant under the MPA. Merchant will forward to Cynergy Data funds to replenish the reserve account if any funds are debited from it.
3. The balance of the reserve account, if any, will be returned to Merchant up to 210 days after termination of the MPA or Merchant's last transmission of sales drafts, whichever is later.
I acknowledge that if there is any conflict between the terms of this letter and the terms of the MPA, the terms of the MPA will govern.
Cinergy Health, Inc.
Business Legal Name or D.B.A.
Dirace en
Signature Daniel Touizer
Printed Name
Its: President / Owner (Circle One)
01-30-2007
Date



Cynergy Data 109-15 14th Ave. College Point NY, 11356

Tel: 800-933-0064 Fax: 718-463-6095

Merchant Reserve Acknowledgment

This will acknowledge that as a condition of approval or continuance of the Merchant's (indicated below) credit card processing account, Cynergy Data and its agents, including its processing bank, have the authority to establish a reserve account in accordance with Section 7.B of the Merchant Processing Agreement ("MPA") and the following:

1. The reserve acco	ount will be established by:
	certifled check made payable to Cynergy Data In the int of \$
h 1 B. W	/ithholding <u>10</u> % from each gross deposit. (To be reviewed quarterly)
2. The reserve acc Merchant will forward debited from it.	ount will be used to offset any amounts owed by the Merchant under the MPA. Indicate the matter of the merchant under the MPA. Indicate the merchant under the MPA. Indicate the merchant under the MPA. Indicate the merchant under the MPA.
	the reserve account, if any, will be returned to Merchant up to 210 days after PA or Merchant's last transmission of sales drafts, whichever is later.
I acknowledge that I the terms of the MP	f there is any conflict between the terms of this letter and the terms of the MPA, A will govern.
Cinergy Heal	th, Inc. /DBA - Cinergy Health and Life, Inc.
Business Legal Na	me or D.B.A.
D.10	
Signature Daniel Toulz	
Printed Name	<u>er</u>
Its: President	/ Owner (Circle One)
11-28-07 Date	



1. The reserve account will be established by:

Cynergy Data 109-15 14th Ave. College Point NY, 11356 Tel: 800-933-0064

Fax: 718-463-6095

Merchant Reserve Acknowledgment

This will acknowledge that as a condition of approval or continuance of the Merchant's (indicated below) credit card processing account, Cynergy Data and its agents, including its processing bank, have the authority to establish a reserve account in accordance with Section 7.B of the Merchant Processing Agreement ("MPA") and the following:

•	·
	A. A certified check made payable to Cynergy Data in the amount of \$
Initials	B. Withholding 20% from each gross deposit.
2. The reserve Merchant will debited from it.	e account will be used to offset any amounts owed by the Merchant under the MPA. forward to Cynergy Data funds to replenish the reserve account if any funds are
3. The balance termination of t	ce of the reserve account, if any, will be returned to Merchant up to 210 days after the MPA or Merchant's last transmission of sales drafts, whichever is later.
l acknowledge the terms of the	that if there is any conflict between the terms of this letter and the terms of the MPA, e MPA will govern.
Cinergy H	ealth, Inc. /DBA - Cinergy Health and Life, Inc.
Business Leg	al Name or D.B.A.
D.T	
Signature	-1 a - 1 a -
	uizer
Printed Name	uizer
rinteu Name	
Its: Preside	ent / Owner (Circle One)
12-05-200	7
Date	