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 per claim form.) **Cynergy Data, LLC – (Case No. 09-13038) Cynergy Data Holdings, Inc. – (Case No. 09-13039) Cynergy Prosperity Plus, LLC – (Case No. 09-13040)				
Name of Creditor (the person or other entity to whom the debtor owes money or property): Cinergy Health Inc.	Check this box to indicate that this claim amends a previously filed claim.			
Name and address where notices should be sent: Name ID: 8455734 Pack No. 754	Court Claim Number:			
Cinergy Health Inc. Daniel Touizer	(if known)			
19495 Biscayne Blvd., Ste 604	Filed on:			
Aventura, FL 33180				
7	·			
Telephone No. (305) 792-9996	Check box if you are aware that			
Name and address where payment should be sent (if different from above):	anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.			
Telephone No.	Check this box if you are the			
	debtor or trustee in this case.			
1. Amount of Claim as of Date Case Filed: \$\frac{150,090.36 plus interest and attorney fees}{\text{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. If all or part of your claim is entitled to priority, complete item 5.	portion of your claim falls in one of the following categories, check the			
	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). Wages, salaries, or commission (up to			
3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)	\$10,950*) earned within 180 days before filing of the bankruptcy petition			
3b. Creditor Tax ID # 20-2372436	or cessation of the debtor's business,			
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.	which ever is earlier 11 U.S.C. § 507(a)(4). ☐ Contributions to an employee benefit			
Nature of property or right of setoff: Real Estate Motor Vehicle Other	plan 11 U.S.C. § 507(a)(5). Up to \$2,425* of deposits toward			
Describe:	purchase, lease, or rental of property or			
Value of Property: \$ Annual Interest Rate: % Amount of arrearage and other charges as of time case filed included in secured claim,	services for personal, family, or household use 11 U.S.C. § 507(a)(7).			
if any: \$ Basis for Perfection:	☐ Taxes or penalties owed to 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:			
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.	* Amounts are subject to adjustment on 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:	FED 0.1 2010			
Date: /-27-/O 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.	FEB 0 1 2010 KURTZMANCARSONCONSULTANTS			

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years,



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#:	
▶ Business Information		
Legal Name:	ame of Account (Doing Business As):	
Cinergy Health, Inc.		
Legal Address: 19495 Biscayne Blvd., Suite 604	Physical Street Address (No P.O. Box):	
City:State:Zip:AventuraFL33180	City: State: Zip:	
Phone #: Contact: Howard Markowitz	DBA Phone #:	
Must Choose One Mailing Address: E-Mail Address: □ DBA Address ☑ Legal Address HMarkowitz@cinergyhealth.com	Website Address: www.cinergyhealth.com	
Federal Tax # # of Locations Years in Business 2 0 2 3 7 2 4 3 6 1 2	Years Owned Business	
Bank Reference:	Contact: Phone #: urtney Williams (305) 705-1017	
► Owners or Officers • Individual Ownership Must be Equa Name:		
1. Daniel Touizer President/CEO	Date of Birth: Applicant's SS #: % Equity Ownership: 06/12/1973 590-84-9224 50%	
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 Ownership:	
Residence Address: City:	State: Zip:	
# Years: Driver's Lic. #:	State: Home Phone:	
▶ Business Profile	➤ Sales Profile	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ PA or PC ☐ Corporation ☐ Limited Liability Company ☐ Not For Profit	Merchant Type: Visa/MasterCard Sales Profile (Be Accurate): Retail	
Type of Goods or Services Sold: SIC Code: Discount Medical Plans	Card Swipe % Restaurant Manual Key Entry with Imprint, Card Present %	
Do you currently accept Visa/Mastercard? : Name of Current Processor:	□ Lodging	
Yes □ No (If yes, you should submit 3 current months' statements.) Global	☐ Internet Internet 1.0 %	
Has Merchant or any associated principal disclosed below filed \(\text{\text{Yes}} \) Pate: \(\text{\text{bankruptcy}} \) Bankruptcy or been subject to involuntary bankruptcy?	☐ Home Based Total = 100%	
► Business Trade Suppliers • List Two		
Name: Address:	Contact: Phone #:	
Proving Ground Media Forest Hill, MD 21050	Debra Payne (410) 420-6343	
Name: Address: Gerstle, Rosen & Assoc Aventura, FL 33180 B	Contact: Phone #: rian Goldenberg (305) 937-0116	
► Merchant Site Survey Report • To Be Completed by Sale	s Representative	
	ternet Residence Other	
. <u>.</u> . <u></u>	re Footage: 0-250 251-500 501-2,000 2,001+	
Does the amount of inventory and merchandise on shelves and floor app If No, explain:	ear consistent with this type of business?	
The Merchant: ☐ Owns ☐ Leases the Business Premises	Landlord Name & Phone #: Turnberry Associates 305-936-2455	
Further Comments by Inspector (Must Complete)		
I hereby verify that this application has been fully completed by merchant the merchant at this address and the information stated above is true and	applicant and that I have physically inspected the business premises of	
and and a second	resentative #: Representative Signature: Date:	
X	X	

➤ ■ Visa / Mastercard Standard Retail / High R	isk Retail Rates	▶ ■ Mail / Phone / Internet / Touc	cittone Rates
erchant Chooses to accept the following: S/MC (Other Cards) Discount Rate;	6/	Merchant Chooses to accept the following: VS/MC (Other Cards) Discount Rate:	Interchange + 0.50 %
I/MC Debit Card Discount Rate:	% %	VS/MC Debit Card Discount Rate:	Interchange + 0.50 %
EX Discount Rate:	<u></u> %	AMEX Discount Rate:	N/A %
cover Discount Rate;	%	Discover Discount Rate:	%
Fees		Fees	
MC Transaction Fee:	Per Item	VS/MC Transaction Fee:	\$0.20 Per Item
n-Bankcard Transaction Fee:	Per Item	Non-Bankcard Transaction Fee:	<u>\$0.20</u> Per Item
atement Fee:	Monthly	Statement Fee:	\$5.00Monthly
MAS Online Service:	Monthly	VIMAS Online Service:	<u>\$5.00</u> Monthly
onthly Minimum:	Monthly	Monthly Minimum:	<u>\$20.00</u> Monthly
nual Fee:	Per Year	Annual Fee:	N/APer Year
bit Transaction Fee Plus Network Fees:	Per Item	MOTO/Internet Surcharge:	N/A Per Item
T Transaction Fee:	Per Item	AVS Surcharge:	N/A Per Item
T Statement Fee:	Monthly	Batch Fee:	\$0.20 Per Batch
tch Fee:	Per Batch	Manual Imprinter: QTY:	N/A One Time
anual Imprinter: QTY:	One Time	Chargeback Fee:	\$25.00 Per Item
nargeback Fee:	\$25.00 Per Item	ACH Reject Fee:	\$25.00 Per Item
CH Reject Fee:	\$25.00 Per Item	-	·
etrieval Fee:	\$5.00_Per Item	Retrieval Fee:	\$5.00 Per Item
ice Authorization Fee:	<u>.95</u> Per Call	Voice Authorization Fee:	95_Per Call
S Surcharge	Per Item	Early Termination Fee:	\$295.00One Time
rly Termination Fee:	\$295.00 One Time	Others (please specify):	
hers (please specify):			
American Express signing below, I represent that the information I have provided on the verify the information on this Application and to receive and exchanges a signing below, I represent that the information I have provided on the verify the information on this Application and to receive and exchanges are report was requested, American Express will tell me, and if at upon American Express' approval of the business entity indicated a	ne Application is complete and a ge information about me, includ American Express received a re	ccurate and I authorize American Express Travel Related S ing, requesting reports from consumer reporting agencies. bort, American Express will give me the name and address	Services Company, Inc ("American Express") If I ask American Express whether or not a of the agency that furnished it. I understand
ill be sent to such business entity along with a Welcome Letter. By a			
		eard for the nurchase of goods and/or services, you agree t	o be bound by the Terms and Conditions
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Signature: X ➤ Discover agree to accept Discover® Network Cards. Discover Network will o ➤ Debit/Credit Authorization • Staple Voi	deliver a starter kit with my mero	hant services agreement and materials.	Date:
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Discover agree to accept Discover® Network Cards. Discover Network will o Debit/Credit Authorization • Staple Voi Merchant authorizes Processor or Bank to present Automate the following account and to and from any other account for a urposes set forth in the Merchant Processing Agreement. The erminals and/or accompanying equipment and/or check gue avoked untill all Merchant obligations under this Agreement at DDA: 3200583362 NVESTIGATIVE CONSUMER REPORT: An investing gents to investigate the references provided or any other state of the preson certifies that the average ticket size and sales of mounts could result in delayed and/or withheld settlement or ermination of MERCHANT. MPORTANT NOTICE: All information contained in this appropriate to the provisions stated within this merchant application, on the mounts be read before signing. By signing below, you agree to Individual Guaranty • No Titles	deliver a starter kit with my meroded Check Here d Clearing House credits, At which Processor or Bank are his authorization extends to arantee fees and amounts of are satisfied, and Merchant of the discourse of the naturate disclosure of the naturate disclosure of the naturate discourse of the naturate of the nat	thant services agreement and materials. Intomated Clearing House debits, wire transfers, or one authorized to perform such functions under the Mean such entries in said account concerning lease, reduce for supplies and materials. This Automated Clairies Cynergy Data written notice of revocation. ABA Routing: 266086554 any be made in connection with application. MERCHOM MERCHANT, from any of the undersigned indivities and scope of the investigation requested. AVERAGE MONTHLY VOLUME: \$100 and agrees that any transaction or monthly volume is 4c and 13b of the MERCHANT Processing Agree species and/or reviewed by the undersigned Merchant transaction or monthly volume is 4c and 13b of the MERCHANT Processing Agree	Date: depository transfer checks to and from erchant Processing Agreement, for the ntal or purchase agreements for POS earing House authorization cannot be AANT authorizes BANK or any of its dual credit or financial responsibility. , 000 - \$150,000 that exceeds either of the above ment regarding suspension and Processor shall not be responsible for C. By signing below you are agreeing then operating guide. Those provisions at the merchant operating guide.
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➤➤ 09/26/06

Date

Merchant Processing Agreement
This Merchant Processing Agreement ("Agreement") is entered into on the Effective Date defined in Section 13.A, below, betwee
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 Agraement

(Poresement) is entered to to en the Effective Date deficirely Section (1.A. Jedous Individual price business indicated on the Merchand Application (Particular or York). Opening Date (107), 8.M Merchand Services, L.C. (PAMSY) (107) and Merchand Services, L.C. are collectively preferred to a Processor, and Bank of Americal Services, L.C. (PAMSY) (107) and Merchand Services, L.C. are collectively preferred to a Processor, and Bank of Americal Services (107). The Conference of Services of Visa (1.5.A.), (107) and Merchand Services (107) and Merchand Services (107). The Conference of Services (107) and Merchand Services (107) and Merchand Services (107) and Merchand Services (107). The Conference of Services (107) and Merchand Services (107) and Merchand Services (107) and Merchand Services (107). The Conference of Services (107) and Merchand Services (107) a

D. Credit. i. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to Bank. You will not submit a credit relating to any Sales Draft not originally submitted to Bank, nor will you submit a credit that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods of forgiveness of debit for services which ever the subject of a Card

credit that exceeds the amount of the original Sales Draft, You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods of forgiveness of debt for services which ever the subject of a Card transaction.

II. Revocation of Credit. Processor or Bank may refuse to accept any Sales Draft, and Processor and Bank may revoke prior acceptance of a Sales Draft in the following circumstances; (a) the transaction giving rise to the Sales Draft was not made in complaince with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his lability to Processor and Bank for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered or pursuant to those charge-back rights enumerated in the Rules; or (c) transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay Processor and Bank any amount previously credited to you for a Sales Draft of accepted by Processor and Bank or where accepted, is revoked by Processor and Bank any amount previously credited to you for a Sales Draft of will shall also a capital by Processor and Bank or where accepted, is revoked by Processor and Bank.

E. Reprocessing, Not withstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction. Find the processing of the Cardholder or credit, directly or indirectly, any transaction or reginated as a result of a Card transaction directly between you and a Cardholder or any transaction may transaction or reginated as a result of a Card transaction directly between you and a Cardholder or any transaction of the all transactions and the successors: Star, Not Equitace, Intellink, AFFN, Alaska, Jeanie, Accel, and Money Station.

II. Credit Refunds, You will astempt to settle in good faith any dispute between you and a Cardholder involving a transaction. You will establish a fair, consisten

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 Cardehiders with questions or problems to the institution that issued the Debit Card. You will cooperate with processors and with seath applicant to the institution that issued the Debit Card. You will cooperate with processors are defined as the processor of the

in good faith.

J. Debit Card Transactions.

J. Pebit Card Transactions.

i. Each PIN-based Debit Card sale, the Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located 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 ask any Cardholder to disclose the PIN and that in the event that any of your personnel nevertheless becomes aware of any Cardholder of Silvi, 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 encrypted from the PIN ped 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 establish a maintain man manument are and Debit Card unless the Rules so permit.

V. You will comply with any other requirements are and Debit Card unless the Rules so permit.

V. You they not collect box as a separate cash transaction.

V. Debit Card Terminals. Debit Card terminals, including hardware and software, must be cartified for use by BAMS and by all of the Debit Networks. Terminals must include encrypted PIN pads which allow entry of up to sisteen character PINs, printers and a keyboard lock function. You are responsible for compliance with all Rules regarding the use of Terminals, regardless of whether such Terminals are obtained through CD or through a tift party

8. Designated Account.

A Establishment and Authority. Merchant will maintain sufficient funds in the designated Account to safety all obligations, including rese, contemplated by this Agreement.

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

7. Security interests.

A country interest is not few open (i) all bond dury into in the Designated Account, Pragardines of the Direct on early large of the Country of the C

Term by giving written notice of an intention not to renew at least 90 calendar days before the end of the current term. Further, this Agreement may be terminated at any time with or without notice and with or without cause by Processor and Bank. Processing under a particular Debit Network the translation of the processor of terminated (without terminating this entire Agreement) if: (i) the Debit Network whether has been supported or terminated or (ii) automatically, upon termination or expression of Processor's or your access to such Debit Network whether caused by termination or expiration of Processor's experiment with such as Network of the visit of the period of the processor's experiment with such as Network of the period of the period of the of such suspension and BAMS or CD will immediately not of that event. Neither Processor, Sank, nor any Debit Network will have any liability to you as a result of any such suspension and Emmination.

under a particular Debit Network may be suspended or terminated (without terminating this entire Agreement) it. (i) the Debit Network is suspended to primitate processing to (i) automatically upon termination or experition of Processor's are your schemids. In addition, in the event that Processor's participation in such Debit Network is suspended for any reason, processing through such Debit Network is suspended for any reason, processing through such Debit Network is suspended for any reason, processing through such Debit Network is suspended for any reason, processing through the processor. Asks, nor any Debit Network is suspended for any such asks of the processor of the processor of the processor of the processor. Asks, nor any Debit Network with the processor of the processor. Asks of the processor of the



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

		rocessing Agreement L LOCATION FORM
Merchant #		Office #: ISO/
:	* Original Signer Must	t Sign For All Additional Locations *****
	** Merchant Account	It Entry Form must be included **
D	C. Busin	ness Information
Business Legal Name:	CINERBY F	TEALTH INC
Mailing / Rusiness Addre	CINERGY H	EALTH AND LIFE INSURANCE
City, State, Zip Code: A	16 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	BISCAYNE BLVD., SUITE 604
Contact Name: Howa	AN MARKE	F L 32180
Phone #: 30 5 - 79	2-999/ CVT	104 Fax#: 305-792-9669
Location Address: 194	496 BISCAY	VE BLVD., SUITE 604
City, State, Zip Code: 🗾	AVENTURA E	=/ 32/9h
Contact Name: Howa	RD MARKOU	L 33/80 VITZ
Phone: 305-792-	-9996 EXT	104 Fax #: 305-792-9669
Corporate Merchant ID #:		
Merchant hereby authorizes E debit/credit entries to Mercha Designated Account" for all p n full force and effect until (a)	Bank, in accordance v int's deposit account, a ourposes under the Ma) Bank has received w	bit/Credit Authorization with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such
Merchant hereby authorizes E debit/credit entries to Mercha Designated Account" for all p n full force and effect until (a) manner as to afford Bank rea nave arisen under this Agreer	Bank, in accordance want's deposit account, a purposes under the Manager was a pank has received was onable opportunity to ment have been paid	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o act on it and (b) all obligations of Merchant to Bank that in full.
Merchant hereby authorizes Edebit/credit entries to Merchant Designated Account" for all pointfull force and effect until (a) manner as to afford Bank reamave arisen under this Agreer Checking Account	Bank, in accordance vant's deposit account, account, account, account, account, account, account has received was account to the ment have been paid aunt Only – A Voided	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached
Merchant hereby authorizes Edebit/credit entries to Merchant Designated Account" for all pin full force and effect until (a) manner as to afford Bank reamave arisen under this Agreer Checking Accou	Bank, in accordance vant's deposit account, account, account, account, account, account, account the Margaret has received was onable opportunity to ment have been paid aunt Only – A Voided	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached
Merchant hereby authorizes Edebit/credit entries to Merchant Designated Account" for all posignated Account for all posignated Account force and effect until (a) manner as to afford Bank reasonable arisen under this Agreer Checking Account Bank Name and Phone #: Address, City, State, Zip O	Bank, in accordance vant's deposit account, account, account, account, account, account, account the Margaret has received was onable opportunity to ment have been paid aunt Only – A Voided	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached
Merchant hereby authorizes Edebit/credit entries to Merchant Designated Account" for all pin full force and effect until (a) manner as to afford Bank reamave arisen under this Agreer Checking Accou	Bank, in accordance vant's deposit account, account, account, account, account, account, account the Margaret has received was onable opportunity to ment have been paid aunt Only – A Voided	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o act on it and (b) all obligations of Merchant to Bank that in full. Check From This Account Must Be Attached
Merchant hereby authorizes Edebit/credit entries to Merchant Designated Account" for all printing force and effect until (a) manner as to afford Bank reasonave arisen under this Agreem Checking Account Bank Name and Phone #: Address, City, State, Zip Community Transit #: (print name) DANIEL o my current credit card processing a polication, and in the Personal warranty apply to this	Bank, in accordance vant's deposit account, account, account, account, account, account, account account, account account account account have been paid account. I under original Merchant Professional Merchant Profession	with the Merchant Processing Agreement to initiate as indicated below this account will be deemed the erchant Processing Agreement. This authority is to remain written notification from Merchant of its termination, in such o 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:

Initials	A. A certified check made payable to Cynergy Data in the amount of \$
friltials	B. Withholding10_% from each gross deposit.
2. The re- Merchant debited fro	serve account will be used to offset any amounts owed by the Merchant under the MPA. will forward to Cynergy Data funds to replenish the reserve account if any funds are mit.
3. The battermination	lance of the reserve account, if any, will be returned to Merchant up to 210 days after of the MPA or Merchant's last transmission of sales drafts, whichever is later.
	dge that if there is any conflict between the terms of this letter and the terms of the MPA, of the MPA will govern.
Cinerg	/ Health, Inc.
Business	Legal Name or D.B.A.
D.	ace
Signature	Touizer
Printed N	
Its: Pre	esident / Owner (Circle One)
01-30-	2007
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:

	•
Initials	A. A certified check made payable to Cynergy Data In the amount of \$
fillels	B. Withholding 10% from each gross deposit. (To be reviewed quarterly)
2. The reserved Merchant will debited from it	re 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 t.
3. The balan termination of	the MPA or Merchant's last transmission of sales drafts, whichever is later.
I acknowledge the terms of the	e that If there is any conflict between the terms of this letter and the terms of the MPA, ne MPA will govern.
Cinergy 1	Health, Inc. /DBA - Cinergy Health and Life, Inc.
Business Le	gal Name or D.B.A.
0.10	
Signature Daniel T	ouizer
Printed Nam	9
Its: Presid	lent / 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:

Initials	A. A certified check made payable to Cynergy Data in the amount of \$
nifials	B. Withholding 20 % from each gross deposit.
	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	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.
I acknowledge the terms of th	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	
) - 1 ace
Signature Daniel To	nuizer
Printed Name	
Its: Preside	ent / Owner (Circle One)
12-05-200	07
Date	