

BUSINESS ACTIVATION PROCESS SUMMARY

Step 1: Agent has business initial and sign the Wisecos Advertising Agreement (and any applicable Addendums). Agent signs, prints name, and enters Agent ID number as the Authorized Wisecos Representative.

- A) If Agent has **both** the Wise Agreement **and** an APPS Credit Card Processing Application or Credit Card Statements, send all to:

APPS via fax (714-494-8997) or email to BGraham@Wisecos.com

Original should be mailed to APPS: Atlantic Pacific Processing, Inc.
18350 Mount Langley, Suite 205
Fountain Valley, CA 92708
Attn: Beverly Graham

- B) If Agent has **only** the Wise Agreement, send directly to:

ACN via fax (714-919-8113) or email to KKelly@Wisecos.com

Original should be mailed to ACN: Advisors Choice Network
8181 E. Kaiser Blvd.
Anaheim Hills, CA 92828
Attn: Kathy Kelly

Step 2: Agent completes the Business Information Sheet and forwards to ACN via fax or email.

NOTE: Part of the business information is a 1000 character business description which should be emailed in a WORD document. The business logo and any pictures should be emailed directly to ACN.

Step 3a: ACN Administrator will create the Business Account in the Wise database.

Step 3b: ACN will forward a copy of Business Agreement to the Wise corporate office.

Step 4: Wise Corporate reviews Agreement, reviews data on Business Account in Wise database, and activates business with \$0 Campaign pending execution of Certification of Training form. Wise will contact ACN regarding any questions or missing information.

Step 5: Upon completion of Step 4, Agent is emailed instructions to present to the business on How to Redeem a Certificate with appropriate merchant ID number.

Step 6: Agent reviews validation/redemption process with business and gets sign off on Certification of Training form and terms & conditions.

Step 7: The executed Certification of Training form is submitted to ACN. An electronic copy is forwarded to KFondrie@wisecos.com.

Step 8: Upon receipt of the executed Certification of Training form, Wise activates Business with the appropriate dollar (\$) campaign.

Note: ACN to forward all original documents to Wise.

BUSINESS INFORMATION SHEET

MASTER ACCOUNT INFORMATION:

Master Account Name: Business Type:
Address: Suite:
City State Zip:
Contact Name: Title:
Tel (include Area Code): Fax:

Official Email Address (REQUIRED):

Official Web Site Address: Number of LOCATIONS:

SPECIFIC LOCATION INFORMATION (IF All Information SAME as Master, ENTER "SAME").

Location #1 Tel:
Name: Address:
City: State: Zip: Contact:
Average Sales Ticket: \$ Price Range: From: To:
If Eatery, Price Range From/To: Breakfast / Lunch: Dinner:

Location #2 Tel:
Name: Address:
City: State: Zip: Contact:
Average Sales Ticket: \$ Price Range: From: To:
If Eatery, Price Range From/To: Breakfast / Lunch: Dinner:

COMPLETE THE FOLLOWING SECTIONS TO ASSIST US IN SETTING UP THE WEB BUSINESS DETAIL PAGE:

Business Type (1 - 3 entries): Keyword Search (1 - 3 entries):
()
()
()

1. Business Description FOR EACH LOCATION (Maximum: 1,000 Characters in a Word document)

2. Hours of Operation (Include any special hours or service):

Mon: Tues: Wed: Thurs: Fri: Sat: Sun:

3. High resolution logo and up to three pictures FOR EACH LOCATION

FAX to (714-919-8113) or EMAIL to KKelly@Wisecos.com Business Initial:

NOTE: More than 2 locations? Attach additional location information.



4701 Washington Avenue Suite 210 Racine, WI 53406 262-886-6328

Agreement for the Provision of Advertising Services

- Business agrees to participate in the Advertising Program(s) below.
- Business authorizes Wise and its designated agents to market and distribute pledged credit items in quantities as are specified.
- Commitment is for 12 months. Any pledged credit items that are unsold at the end of any month will be rolled over into the next month.
- Business agrees to accept all credit items presented by customers.
- Business acknowledges that advertising services are being provided with no advance charges or costs with the exception of a one time \$250 program set-up fee.
- Business understands that failure to accept the credit items can result in financial losses to Wise and its designated agents for which Wise may recoup such losses from the Business.

ADVERTISING PACKAGE:

1. On-Line Business Directories
2. Community Support Program
3. Social Networking Program

\$895 per month per location in pledged credit items

Business Initial _____

BY SIGNING BELOW BUSINESS AGREES TO BE BOUND BY THIS AGREEMENT.

Authorized Signature: _____ Print Name: _____ Title: _____

Legal Business Name/DBA: _____ Date: _____

Telephone: _____ Email: _____

WISECOS, LLC:

Sign (Authorized Representative): _____ Print Name: _____

Date Received/Approved by Wise Corporate: _____

Supplemental Information

As a contracted Wisecos advertising client the above Business shall have:

1. Immediate access to the Wise Customer Loyalty Rewards Program (Addendum A required)
2. Access to additional cash free advertising packages (subject to qualification) (Addendum B)
3. Access to business expense coverage using the Wise Cash Alternative Payment System (separate agreement required)

WISECOS, LLC
Loyalty Program Addendum

ADDENDUM A

Wise and Business agree to this Addendum to the Business Account Agreement dated _____.

1. Wise shall use commercially reasonable efforts to design marketing campaigns to promote and market merchants brought under contract by Wise. Such marketing campaigns shall include advertising and promoting the merchants by directing customers to specific affiliated Wise websites for purchasing Credit Items to be redeemed at participating merchants. The designated website(s) shall be redirected to the Wise Platform for fulfillment of Credit Item orders.

2. Wise shall provide a reward ("Loyalty Credit") to customers making a purchase from the designated Wise affiliated website(s). Said Loyalty Credit shall be a Credit Item (typically in the form of a Gift Certificate) that may be redeemed at Business. Upon validation and redemption of a valid Loyalty Credit, Wise shall reimburse Business with one hundred percent (100%) of the face value of said Loyalty Credit. Said reimbursement shall either: (1) be applied toward pledged Credit Items owed to Wise, or (2) be in the form of a cash payment. Cash reimbursement for validated and redeemed Loyalty Credits shall be on or before the twenty first (21st) business day in the month following the validation and redemption.

3. Wise shall fulfill orders for Credit Items and assign Loyalty Credits exclusively via the Wise Platform.

4. Wise and Business agree that Wise shall own and maintain all information relating to: (i) sales of any Credit Items; and (ii) awarding of all Loyalty Credits.

5. Wise agrees to maintain accurate and timely information regarding sales of Credit Items and awarding of Loyalty Credits, and will allow Business or its designated agent, at the Business' expense, to review such information upon reasonable notice for the purpose of verifying redemptions made and amounts due under the terms of this Agreement and for such other purposes as approved in advance by Wise.

6. Wise warrants to Business that it has a valid agreement with any merchant for which Credit Items are offered.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Business: _____	Wisecos, LLC
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Wisecos, LLC

Agreement for the Provision of Advertising Services
ADDENDUM B

Business promoted in designated advertising campaign.

<u>Media Package</u>	<u>Credit Items Per Location</u>		<u>Number of Locations</u>		<u>Credit Item Total</u>	<u>Business Initials</u>
A. _____	_____	x	_____	=	_____	_____
B. _____	_____	x	_____	=	_____	_____
C. _____	_____	x	_____	=	_____	_____
D. _____	_____	x	_____	=	_____	_____
E. _____	_____	x	_____	=	_____	_____
			Grand Total		_____	_____

Agreed to by:

Business Name: _____

Signed: _____

Print: _____

Date: _____

Agreed to by Wise:

Signed: _____

Print: _____

Date: _____

**BUSINESS CERTIFICATION OF TRAINING
ON THE USE AND VALIDATION OF THE
WISE SAVINGS CREDIT ITEMS (GIFT CERTIFICATES)**

Business _____

Location Address: _____

City: _____ State: _____ Zip Code: _____

Business certifies that the owner and/or manager, and employees as determined by the Business Owner/Manager, have received an orientation on the use and validation of the Wise Savings Gift Certificates, understand the need to validate such Certificates, and agree to accept and honor all Wise Savings Gift Certificates offered by customers under the terms and conditions specified on the Certificate during and after the term of the Agreement with Wisecos, LLC. Business acknowledges that Wise is providing its services at Wise's own risk and with no advance charges or costs to the Business. As such, Business understands and accepts that failure to accept and honor Wise Savings Gift Certificates can result in financial losses to Wise Savings for which Wise Savings may recoup such losses from the Business.

It is Business' sole responsibility to validate the authenticity of a Gift Certificate when presented for redemption and to notify Wise of the redemption of a Gift Certificate. The Business may validate a Gift Certificate and record a Gift Certificate's redemption by the use of Wise telephone IVR system, automated card swipe program (if available) or the web-based interface.

This signed Certification shall be incorporated as a component of the Business Account Terms and Conditions as presented on the reverse side of this form.

Signed to and Agreed on this Date: _____

Wisecos, LLC

Business: _____

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

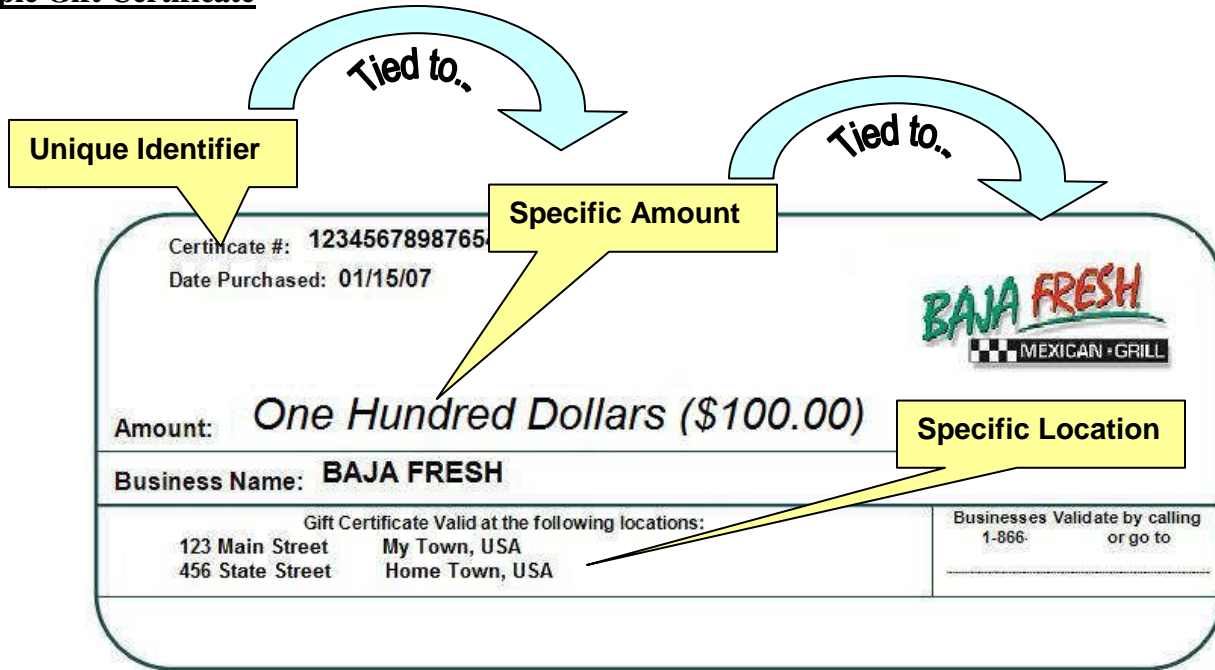
- Original To: Wisecos, LLC
- Copy To: Business

Business Account Agreement Terms and Conditions

- Redemption, Validation, Recording.** Business agrees that during and after the Term: (i) it shall accept and honor Program Credit Items at their stated face value, to the extent the redemption complies with the Program terms and conditions; and (ii) Wise has the right to sell, and Business has the obligation to redeem, any Credit Items remaining unsold as of the termination date of this Agreement. Business shall be solely responsible for validating the authenticity of any Program Credit Item at the time of redemption, and to promptly notify Wise of all such redemptions. In the event Business does not accept Credit Items with respect to the related Program as it applies to Business, Business shall be responsible for paying to Wise on demand, in cash or other immediately available funds, an amount equal to the difference between such amount of Credit Items contracted for and the value of Credit Items actually accepted by Business.
- Term.** This Agreement shall be effective as of the date first signed by Wise (the "Effective Date") and shall expire on the first anniversary thereof or on the first anniversary of any active Program Addendums referencing this Agreement, whichever is later ("Initial Term"); provided, however, that it shall automatically renew for additional successive one (1) year periods (each, a "Renewal Term", and, together with the Initial Term, the "Term"). Notwithstanding the foregoing, this Agreement may be terminated by either Wise or Business at the expiration of the Initial Term or any Renewal Term by providing written notice to the other party at least ninety (90) days prior to such expiration date.
- Breaches by Business.** If Business fails to make any payments due to Wise under this Agreement or otherwise materially breaches or fails to perform a material obligation under this Agreement Wise may in its sole discretion, (i) terminate this Agreement; and (ii) bring an action for and immediately declare due and payable all sums due and owing Wise.
- Use of Intellectual Property.** Wise and Business may each use the other party's trademarks, trade names and service marks (collectively, the "Trademarks") on a non-exclusive basis only for the duration of this Agreement and solely in connection with selling and distributing Credit Items in accordance with this Agreement.
- Termination by Wise.** Wise reserves the right to terminate this Agreement at any time if, in its sole and absolute discretion, Wise determines that the Program Credit Items are not being sold in sufficient amounts to justify its continuing the Agreement, determines that Business is not redeeming Program Credit Items in accordance with their terms and/or the terms of this Agreement, or determines that Business is willfully breaching the compliance or confidentiality provisions of this Agreement.
- Effect of Termination.** If Business unilaterally terminates this Agreement prior to the expiration of the Term or is terminated by Wise because of Business's material breach, Business agrees that it shall pay to Wise: (a) any monthly unpaid cash fees through the end of the Term; and (b) the full face value amount of (i) all unredeemed Program Credit Items created by Wise prior to such termination, and (ii) the total face value of all Program Credit Items that could have been created through the end of the Term, if any, pertaining to additional services, if any. Wise and Business agree that such charge shall be made as liquidated damages and not as a penalty for such cancellation. Payment under this Section 6 shall be in the form of cash via ACH or other immediately available funds.
- Indemnification.** Except as otherwise provided herein, each party hereby agrees to indemnify, defend and hold harmless the other party, its affiliates and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnitees") from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorney's fees, expenses and settlement costs) (collectively, "Damages") arising out of or related to the conduct of the other party's operations, including, without limitation, Damages arising out of or related to damage or injury to property or persons, or to any representations of the other party not authorized hereunder, unless such Damages are the result of an Indemnitee's gross negligence, criminal actions or willful omissions.
- Limitations on Liability.** Wise's liability arising out of the supplying of the Credit Items or their use or disposition, whether based upon contract, tort or otherwise, shall not exceed the value of the Credit Items provided by Wise with respect to Business hereunder. In no event shall either party to this Agreement be liable to the other party or any other person or entity for special, incidental or consequential damages (including, but not limited to, loss of profits, loss of data or loss of use damages) arising out of this Agreement.
- Non-Solicitation.** Business hereby warrants that, during the term of this Agreement and for a period of five (5) years thereafter, it shall not compete directly or indirectly with Wise by use of business methods or processes developed by Wise, or based on or substantially similar to Wise business methods or processes. If Business is found to be in breach of this provision, then in addition to any other rights Wise is entitled to pursue in equity or at law, Business agrees to fully disclose the nature and extent of all transactions with Wise's customer base, and shall pay Wise upon demand, by way of agreed upon liquidated damages and not as a penalty, an amount equal to three times the amount Wise would have charged or earned for those services or products which are supplied or are contracted to be supplied by Business to such of Wise's customer base; provided, however, that the value of such services or products shall be set by Wise in its sole discretion to resemble the fair market value of such products or services in an arm's length transaction for the relevant contract period. In the event that this Section is sought to be enforced and a court of competent jurisdiction deems a period of five (5) years to be of unreasonable duration, the parties hereby agree that the court shall determine what period would be reasonable under the facts and circumstances presented to it, and this Section shall be so modified to substitute the court-determined period for the five (5) year period herein.
- Jurisdiction & Venue.** The parties consent to the personal jurisdiction of the courts of the State of Wisconsin and federal courts located in Wisconsin so that any arbitration or trial concerning or arising out of this Agreement shall be brought in Wisconsin. The Parties agree not to claim that Wisconsin is an inconvenient place for trial, and the internal laws of the State of Wisconsin, without regard to its conflicts of law provisions, shall apply in any matter where the law so allows. The venue of any action shall be brought in a court or tribunal located in or nearest to Milwaukee, Wisconsin.
- Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court or arbitration panel having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

REDEEMING AND VALIDATING A GIFT CERTIFICATE

Sample Gift Certificate



How is a gift certificate validated and redeemed by a business?

Using a Merchant ID number issued by Wise, a business is able to validate and redeem a gift certificate **in real time** via:

Preferred

- Credit Card Processing Terminal: inputting gift certificate number using preferred processor APPS

Also Available

- IVR: calling a toll free number and following voice prompts
- Internet: going on-line and following easy steps

How can a business know how many gift certificates Wise has issued?

Each participating business has web-based access to an administrative module of the Wise software enabling them to see a complete accounting of their pledged certificates. This includes certificates issued and certificates validated and redeemed. Access is free and available 24/7.