

19  
IN THE CIRCUIT COURT IN AND  
FOR PINELLAS COUNTY, FLORIDA

CASE NO: 05-5005-CI

UCN:52200 5CA 005005 XX CE

NOVA INFORMATION SYSTEMS,  
INC.,

Plaintiff

FINAL JUDGMENT EXECUTION  
WITHHELD

vs.

DALMOWORKS CORP.  
SONIA UNTULIS

Defendant(s)

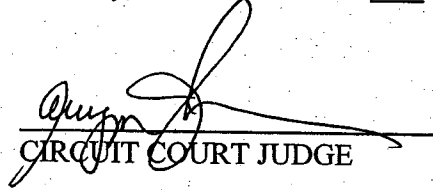
KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2006177865 05/11/2006 at 09:26 PM  
OFF REC BK: 15113 PG: 2006-2006  
DocType:JUD

FILED  
St. Petersburg Branch  
2006 MAY 10 PM 4:37  
KEN BURKE  
CLERK OF CIRCUIT COURT

IT IS HEREBY Ordered and Adjudged as follows:

1. Plaintiff is entitled to a Final Judgment Execution Withheld against the Defendant(s).
2. Payment(s) of more than the amount of the installment due or down payment shall not relieve the Defendant(s) of its obligations to make the next monthly payment on the date agreed to. In the event that Defendant(s) fail to make any payment when due the Plaintiff shall be entitled to an execution order for the full amount then owing plus costs, interest and reasonable attorneys' fees to be determined by the Court.
3. It is agreed that Plaintiff, whose address is 7300 Chapman Highway, Knoxville, TN 37920, shall recover from the Defendant(s) the principal sum of \$23,401.68, court costs in the amount of \$295.00, pre-judgment interest in the amount of \$2,001.60, attorney's fees in the amount of \$400.00, and post judgment interest at the rate of 9.000% per annum, to be paid as follows: the sum of \$300.00, due on or before 05/05/06, and the sum of \$300.00, which shall be due on or before the 5th day of each month thereafter until paid in full. Plaintiff agrees to settle for \$26,000.00 if paid timely.
4. That in the event of default, Plaintiff shall be entitled to an execution order upon the filing of a verified notice of default by counsel for Plaintiff without notice or hearing.

DONE AND ORDERED at Clearwater, Pinellas County, Florida on this the 10 day of May, 2006.

  
CIRCUIT COURT JUDGE

Copies furnished to:  
HAYT, HAYT & LANDAU  
7765 SW 87 Ave, Suite 101  
Miami, Fl 33173

Patrick M. O'Connor, Esq.  
1250 South Belcher Road Suite 160  
Largo FL 33771

05-08665-0 71000004523

RECEIVED  
MAY 08 2006  
AMY M. WILLIAMS  
Circuit Judge

IN THE CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA

CASE NO: 05-5005-CI

NOVA INFORMATION SYSTEMS, INC.,

UCN:52200 SCA005005 XX CI

Plaintiff,

ORDER FOR EXECUTION

vs.

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2008197020 07/18/2008 at 09:55 AM  
OFF REC BK: 16323 PG: 1877-1877  
DocType:ORDER

KEN BURKE  
CLERK OF CIRCUIT COURT

2008 JUL 17 AM 10:15

St. Petersburg Branch

FILED

DALMOWORKS CORP.  
SONIA UNTULIS

Defendant(s).

THIS CAUSE having come on to be heard before me upon the Plaintiff's Verified Notice Default and Demand for Execution Order, and it appearing that the Defendant(s) has/have failed to abide by the Final Judgment Execution Withheld heretofore entered by this Court on May 10, 2006 and the Court, being otherwise fully advised in the premises, it is, upon consideration,

ORDERED AND ADJUDGED that:

Execution is hereby issued for the Judgment entered on May 10, 2006. In addition, to the Judgment amount, Plaintiff is entitled to attorneys fees in the sum of \$ 350.<sup>00</sup>, plus post judgment reopen fee charged by the Court in the amount of \$50.00, for all of the above let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete under oath the attached Fact Information Sheet (Florida Rules of Civil Procedure Form 1.977) including all required attachments, and return it to the Plaintiff's attorney, within 45 days from the date of this Order, unless the Order is satisfied or a post judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney.

DONE AND ORDERED at Clearwater, Pinellas County, Florida on this the

16 day of July, 2008.

  
CIRCUIT COURT JUDGE

Copies furnished to:  
HAYT, HAYT & LANDAU  
Attorneys for Plaintiff  
7765 SW 87 Ave, Suite 101  
Miami, Florida 33173

Patrick M. O'Connor, Esq.  
1250 South Belcher Road Suite 160  
Largo FL 33771

05-08665-0

RECEIVED  
JUN 04 2008  
AMY M. WILLIAMS  
Circuit Clerk

# MERCHANT AGREEMENT



This Agreement is between Key Merchant Services, LLC ("Servicer"), KeyBank National Association ("KBNA"), and the undersigned merchant ("Merchant").

**RECITALS:** KBNA participates in both the Visa U.S.A. Inc. and MasterCard International Incorporated credit card payment systems (each referred to as a "System"). Servicer, as agent for KBNA, accepts sales drafts from qualified merchants, which are deposited at branches of KBNA, or with Servicer for processing through the Systems' interchange or other settlement process. Merchant desires to honor System cards ("Cards") and will offer to Servicer all sales drafts relating to such transactions.

## TERMS OF AGREEMENT

### Section 1. Card Transactions

**Application** - Merchant may be required to submit initial credit or financial statements and updated financial statements for itself and its principal owners and executive officers from time to time as determined by Servicer. Servicer may require audited or reviewed financial statements. Merchant represents and warrants to Servicer that all information in the Application is correct and complete. Applicants understand that Servicer will retain the application whether or not it is approved. Merchant must notify Servicer in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.), type of goods and services provided, and how sales are completed (i.e., by telephone, mail, or in person). The notice must be received by Servicer within ten (10) business days of the change. Merchant will provide updated information to Servicer within a reasonable time upon request. Merchant is liable to Servicer for all losses and expenses incurred by Servicer arising out of Merchant's failure to report changes to Servicer. Merchant authorizes Servicer to check credit and employment history for itself and its principal owners and executive officers for the purposes of application. Merchant represents and warrants that: (1) Merchant is authorized to enter into this Agreement as reflected by a resolution passed by Merchant's Board of Directors or other appropriate corporate, limited liability company, or partnership action, and (2) the officer signing below is authorized to bind the Merchant to the terms contained in this Agreement and to sign any other documents which may be required by Servicer. This paragraph will survive termination of the Agreement.

**Honor All Qualified Cards** - Merchant will honor any valid Card properly tendered for use. Merchant agrees not to establish any minimum or maximum transaction amount as a condition for honoring Cards; nor shall Merchant impose any surcharge or extract any special agreement, condition or security from a System Cardholder ("Cardholder") on System transactions. Any tax required to be collected by merchant must be included in the total transaction amount and not collected separately in cash. Merchant shall not disburse cash in a System transaction with a customer.

**Compliance with Applicable Laws, Rules, and Regulations/Indemnification** - Merchant is responsible for complying with any requirements imposed upon Merchant by applicable state, federal, and local laws and regulations, all existing and future rules and operating regulations issued by MasterCard International Incorporated and Visa U.S.A. Inc. applicable to the acceptance of cards and processing of card transactions, System rules and any policies and procedures provided by KBNA or Servicer, including, but not limited to, the Merchant Operating Guide. The Operating Guide may be amended by Servicer from time to time. All of such rules, operating regulations, policies and procedures are expressly incorporated herein by reference and made a part of this agreement as if they were set forth in full herein. Merchant further agrees to indemnify Servicer for any liability (including legal fees and costs) as a result of a violation of any law or regulation resulting from an act or omission of Merchant.

**Verification/Authorization of Cards** - Merchant shall identify the Cardholder and check the expiration date and signature on each Card. Merchant shall contact the Voice Authorization Center to request a Code 10 if (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic stripe (as printed in electronic form). Unless permitted under applicable law and applicable operating regulations issued by MasterCard, VISA and Diners Club/Carte Blanche, Merchant shall not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number as a condition for honoring a Card.

**MERCHANT SHALL OBTAIN A PRIOR AUTHORIZATION BY WAY OF ELECTRONIC TERMINAL, TELEPHONE OR SIMILAR DEVICE BEFORE COMPLETING ANY TRANSACTION.**

Merchant shall follow any instructions received during such authorization process. Upon receipt of authorization, Merchant may consummate only the transaction authorized and must note on the sales draft the authorization number. Such authorization is not a guarantee of acceptance or payment of the Card transaction and shall not constitute a waiver of any of the provisions of this Agreement or otherwise validate a transaction involving the use of an expired Card or a fraudulent transaction. Merchant shall remain fully liable for any chargeback related hereto. Where Merchant is authorizing and presenting Card transactions electronically and Merchant's terminal is unable to read the magnetic stripe on the Cardholder's Card, Merchant must obtain an imprint of the Card and obtain the Cardholder's signature thereon prior to presenting the transaction to KBNA and Servicer. Merchant shall not use two or more sales drafts originated by use of a single card to avoid authorization calls. (Unauthorized sales above established floor limits will be returned if the account is listed on the "Electronic Warning List" on the purchase data.

**Card Numbers on Electronic List** - When a card bearing an account number listed on the "Electronic Warning List" is presented to a Merchant, the Merchant must (i) not complete the transaction, (ii) retain the Card, if possible, by reasonable, peaceful means, and (iii) notify Servicer that Card has been retained by cutting Card in half and return according to instructions.

**Completion of Sales Draft Forms** - All sales drafts and credit vouchers will be on forms supplied or approved by Servicer, and will be completed to include the name and location of Merchant, the name of the Cardholder, the name of the authorized user (if different), the date, a description of the merchandise sold or services rendered, signature of qualified Cardholder, and the total cash price of the sale. At least one copy of the sales draft, or credit voucher, shall be delivered to Cardholder or authorized user of the Card.

**Mail Order, Telephone Order, Recurring Transaction** - Merchant may not solicit by accept mail order, telephone order, or any transaction in which the Card is not present, without Servicer's prior written authorization. In each case in which a transaction is completed without the imprinting of the Card on the sales draft, the Merchant shall be deemed to warrant the true identity of the Cardholder as the authorized holder of such Card. The fact that the Merchant has obtained authorization for the transaction does not alter such warranty of identity or the need for independent identification. Merchants who accept payments of recurring charges (e.g. insurance premiums, subscriptions, membership fees, tuition, utility charges or other such charges) shall obtain from the Cardholder a written request that such goods or services be charged to Cardholder's account. Such request shall be retained by Merchant and shall remain valid until (1) Merchant receives a written cancellation notice from Cardholder and (2) all sales drafts transaction under the request are cleared through the System's settlement process and entered onto Cardholder's account without Cardholder objection. The written request must be updated annually by the Cardholder.

**Cardholder Information** - Merchant shall not disclose to third parties (other than to Merchant's agents for the purpose of assisting the Merchant in completing the transaction or as specifically required by law) a Cardholder's account information nor other personal information obtained without the prior written consent of Cardholder. Such consent shall be obtained on a document separate and apart from a sales draft. Merchant may not require Cardholders to provide personal information, such as home or business telephone number, a home or business address or a driver's license for identification as a condition for honoring Cards. Merchant may not request Card

numbers or other account information be recorded on the "exterior portion" of any order form or similar device designed as a return response from a Cardholder.

**Refinancing Delinquent Obligations** - Merchant shall not refinance a delinquent obligation of a Cardholder including, but not limited to, obligations arising from the dishonor of a personal check.

### Section 2. Processing of Sales Drafts

**General.** Subject to the terms and conditions hereof, Servicer agrees to accept from Merchant and Merchant agrees to offer to Servicer all sales drafts relating to sales under the System. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. Merchant acknowledges that its obligation to Servicer and KBNA for all amounts owed under this Agreement arise out of the same transaction as KBNA's obligation to deposit funds to the Merchant's account. Merchant's Account. Merchant shall establish and maintain an account at any branch of KBNA or its affiliates for the purpose of depositing System sales drafts, subject to the usual rules, terms, conditions and charges for such accounts. Such account may also be used for other banking transactions. Account may be established at another institution as appropriate.

**Delivery of Sales Draft** - Merchant shall deliver all sales drafts to Servicer within three (3) business days for paper deposits, same day for electronic transaction unless Merchant requests authorization for delayed delivery (1) until the goods are delivered, shipped or services performed or (2) Merchant qualifies for delayed delivery by obtaining an authorization on each installment transaction.

Merchant shall not deposit sales drafts drawn on Merchant's own personal or business bank card without previous approval from Servicer and never for the advance of funds.

Merchant shall not deposit sales drafts not originated as a result of a direct transaction or act between a Cardholder and such Merchant.

Merchant shall not accept any payment from Cardholder and submit a credit voucher for the purpose of effecting payment of the Cardholder's account.

Merchant shall not deposit drafts that it knows or should have known to be fraudulent or not authorized by Cardholder.

**Warranties on Collectibility.** Merchant warrants that as of the date any sales drafts are tendered to Servicer, Merchant has no reason to question the validity of the sales drafts or its collectibility.

**Warranties by Merchant Lawyers.** Merchants who practice law warrant that the services rendered pursuant to any sales draft will not relate to any bankruptcy, insolvency, or receivership or similar creditor proceeding of the Cardholder.

**Credit for Sales Drafts.** KBNA will credit Merchant's account for sales drafts tendered by Merchant. A discounting fee, at a rate from time to time established by KBNA shall be charged on a periodic basis by KBNA to Merchant's account. Servicer and KBNA reserve the right not to purchase tendered sales drafts, provided KBNA gives notice to Merchant that Merchant may not draw on amounts so tendered for a reasonable period to be determined by KBNA. The drawing of the Merchant's name together with preparation and delivery by Merchant of the sales drafts shall constitute an endorsement, negotiation and sale by Merchant to KBNA subject to KBNA's right of recourse as stated herein. Merchant hereby waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demands or notices in connection with any sales draft. Merchant hereby consents to extensions of time granted or compromises made with any Cardholder liable on any sales draft without affecting Merchant's liability on the sales drafts or under this Agreement. Merchant acknowledges KBNA's agreement as set forth in this agreement to accept or purchase sales drafts and the funding of chargebacks constitutes providing financial accommodations on behalf of Merchant.

**Right of Chargeback; Reserve Account.** KBNA reserves the right to chargeback Merchant's account without notice, or to refuse to accept a sales draft, for any reason set forth in the System rules, or if any of the following conditions apply to a System transaction by the Merchant:

- (i) merchandise is returned, whether or not a credit voucher is delivered to Servicer;
- (ii) any sales transaction exceeds the Merchant's dollar limit and has not been specially authorized by the System's authorizing party;
- (iii) the sales draft is alleged to have been drawn, accepted or endorsed inproperly or without authority;
- (iv) the sales draft is illegible;
- (v) the Cardholder disputes the sale, quality, or delivery of merchandise or the performance or quality of services covered by the sales draft;
- (vi) the sales draft was accepted by or from Merchant in breach of any warranty or duty hereunder;
- (vii) the financial accommodation for merchandise sold or services performed was a violation of any applicable law or regulation; or
- (viii) Servicer has received a chargeback voucher from any System Merchant on a sales draft that originated from Merchant.

Merchant will pay Servicer or KBNA on demand the value of all chargebacks. Merchant authorizes Servicer and KBNA to offset from incoming transactions and to debit the Merchant's Account, the Reserve Account, or any other account held at any financial institution the amount of all chargebacks. Merchant will fully cooperate with Servicer and KBNA in complying with the Rules regarding chargebacks. Under no circumstances is Servicer obligated to ascertain the merits of a dispute or alleged dispute concerning system or transactions under a System among or between Merchant, Cardholder or any Merchant of a System. For the purpose of providing a deposit into and a source of funds to pay KBNA and Servicer for amounts owed by Merchant, Merchant will deposit into an account ("Reserve Account") initially or at any time in the future as requested in good faith by KBNA and Servicer, sums sufficient to satisfy Merchant's current or future obligations as determined by Servicer. Funds in the Reserve Account will remain until this Agreement has been terminated and Merchant has paid all amounts owing or that could ever be owed under this Agreement. KBNA and Servicer may at any time require that the amount on deposit in the Reserve Account be increased. In no event shall Merchant be entitled to return of any sums in the Reserve Account before 770 days following termination of this Agreement. KBNA may apply Reserve Account funds against outstanding/uncollected amounts owed to Servicer under this Agreement or any other Agreement between Servicer and Merchant. Merchant authorizes KBNA to debit the Merchant's account, and to deposit incoming sales drafts, to establish or maintain funds in the Reserve Account. In the event of a Bankruptcy proceeding, Merchant agrees that, in order to establish adequate assurance of future performance within the meaning of 11 U.S.C. § 365, as amended from time to time, Merchant must establish or maintain a Reserve Account in an amount satisfactory to Servicer and KBNA.



EXHIBIT "A"

# KMS

00003920970

This Agreement constitutes a security agreement under the Uniform Commercial Code. Merchant grants to Servicer a security interest in and lien upon all funds in the Merchant's account, the Reserve Account, and in future sales drafts ("Secured Assets"). Upon request by Servicer, Merchant will execute one or more financing statements to evidence this security interest. This security interest will secure all of Merchant's obligations under this Agreement and any other agreement between Merchant and Servicer. Merchant represents and warrants that no other party has a security interest in the Secured Assets. Servicer will have all rights afforded under the Uniform Commercial Code, any other law, and in equity. Merchant will obtain Servicer's written consent before granting a security interest of any kind in the Secured Assets to a third party. KBNA has the right of recoupment and set off. This means that KBNA may offset any outstanding/uncollected amounts owed to it and/or to Servicer from: (1) any amounts it would otherwise be obligated to deposit into the Merchant's account, and (2) any other amounts Servicer may owe Merchant under this Agreement. Merchant agrees that this is a contract of recoupment and Servicer and KBNA are not required to file a motion for relief from a bankruptcy action automatic stay for Servicer to realize on any of its collateral (including any Reserve Account). Nevertheless, Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by Servicer or KBNA. Merchant authorizes Servicer and appoints Servicer its attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted in this Agreement.

The authority and rights conferred upon KBNA and Servicer in this section are not intended to be exclusive of each other or of any other rights and remedies of KBNA and Servicer conferred by this Agreement, at law or in equity. Rather, each and every right, power and remedy of KBNA and Servicer herein or now or hereafter existing at law or in equity shall be cumulative and concurrent and in addition to each and every other right, power and remedy.

**Excessive Chargebacks and/or Retrieval Requests.** Merchant agrees that in the event Servicer is presented, during any monthly period, with chargebacks and/or retrieval requests relating to Card transactions processed by KBNA and Servicer on behalf of Merchant, in excess of one percent (1%) of the average monthly dollar amount of such Card transactions, such chargebacks and/or retrieval requests will be conclusively deemed to be excessive under this Agreement and System rules. The occurrence of excessive chargebacks and/or retrieval requests shall be deemed to be a breach of this Agreement and cause for immediate termination of this Agreement, and shall constitute authority for KBNA and Servicer to take such other or additional actions as either of them may deem necessary or reasonable, including, but not limited to, suspension of processing privileges, creation or maintenance of a reserve account, or such other actions as may be authorized herein or by System rules.

**Refund Policy.** Recognizing Merchant's responsibility to act in a reasonable, commercial manner with its customers, Merchant agrees to establish a fair policy for (1) the exchange and return of merchandise or (2) the refund of defective merchandise or services. Credit for all returns relating to System transactions will be given by submitting System credit vouchers and not given in cash. The Merchant may limit its acceptance of returned merchandise or establish a policy to make price adjustments for any Transaction, provided that proper disclosure is made and the purchased goods or services are delivered to the Cardholder at the time of the Transaction.

Proper disclosure by the Merchant must be visibly posted at the time of the Transaction and the following words or similar wording is legibly printed on all copies of the Sales Draft or invoice being presented to the Cardholder for signature. Wording must be approximately 1/4 inch high and in close proximity to the space provided for the Cardholder's signature: "NO REFUND" or "EXCHANGE ONLY" or "IN-STORE CREDIT ONLY". System Records. Servicer may examine and verify at any reasonable time all records of Merchant pertaining to sales drafts tendered to Servicer, and Merchant agrees to preserve such records for a period of three (3) years from date of sales draft.

Merchant agrees to reconcile the monthly merchant statement for errors within 30 days. Merchant will bring any error to Servicer's attention immediately.

The failure of Merchant to bring to Servicer's attention within 30 days (or if longer, the shortest period allowed under applicable law) after Servicer sends or otherwise makes the merchant statement available to Merchant will preclude Merchant from asserting against Servicer a claim based upon the claimed error.

### Section 3. Merchant As System Participant

**System Regulations.** Merchant agrees to be bound by each System's regulations and procedures, as amended from time to time.

**Display of System Service Marks.** Merchant shall properly display the appropriate System service marks to inform the public which Cards will be honored by Merchant.

**Merchant Fees.** Merchant will pay Servicer an initial setup fee and/or an annual or monthly fee at a time and in the amounts set forth on the Schedule of Fees, which Schedule is incorporated into this Agreement. The Schedule of Fees may be amended by Servicer from time to time. Merchant will immediately reimburse Servicer any amount incurred by Servicer attributable to this Agreement, including but not limited to chargebacks, fines imposed by a third party, non-sufficient fund fees, and ACH debits that overdraw the Merchant's account or Reserve Account. Merchant authorizes Servicer and KBNA to debit via ACH the Merchant's account and Reserve Account or any other account Merchant maintains at any financial institution for any amount owed under this Agreement. In the event such ACH does not fully reimburse Servicer for the amount owed, Merchant will immediately pay Servicer such amount.

**Imprinters.** Servicer will provide sales draft and imprinters to Merchant, and, if not purchased, these shall remain the exclusive property of Servicer and shall be returned to Servicer upon termination of this agreement. **Rights of Servicer's System Processor.** Merchant understands that KBNA is the processor for Servicer of System transactions, and that all sales drafts offered to Servicer are tendered to KBNA for payment through each System interchange, or other settlement process. Merchant agrees that any transaction that does not conform to this Agreement can be rejected by KBNA and charged back to Merchant's account without notice.

### Section 4. Other Provisions

**Term of Agreement, Termination and MATCH™.** This Agreement will become effective on the date KBNA executes this Agreement. The Agreement will remain in effect for a period of three (3) years, and will renew for successive two (2) year terms unless terminated by either party effective at the end of any term upon 30 days prior written notice. Servicer and KBNA may terminate this Agreement at any time with or without cause and without prior notice.

**MERCHANT EXPRESSLY ACKNOWLEDGES** that MATCH (formerly known as the Combined Terminated Merchant File or "CTMF") is a file maintained by MasterCard and accessed by VISA containing the business name and the names and identification of principals of Merchant which have been terminated for one or more of the reasons specified in the System rules. Such reasons include, but are not limited to: fraud, counterfeit paper, unauthorized transactions, excessive chargebacks or highly suspect activity.

**MERCHANT ACKNOWLEDGES THAT KBNA AND/OR SERVICER IS REQUIRED TO REPORT THE BUSINESS NAME OF THE MERCHANT AND THE NAMES AND IDENTIFICATION OF ITS PRINCIPALS TO MATCH WHEN MERCHANT IS TERMINATED DUE TO ONE OR MORE OF THE FOREGOING REASONS. MERCHANT EXPRESSLY AGREES AND CONSENTS TO SUCH REPORTING BY KBNA AND/OR SERVICER IN THE EVENT OF TERMINATION OF THIS AGREEMENT DUE TO ONE OR MORE OF SUCH REASONS.**

**Termination Fee.** In the event that this Agreement is terminated by Merchant, Merchant will pay Servicer a termination fee of \$295 if terminated on or before the first anniversary date of this Agreement, and \$195 if terminated by Merchant at any time thereafter. Merchant acknowledges that such termination fee is not unreasonable, and that actual damages are uncertain and difficult to determine. This Termination Fee will not preclude Servicer and/or KBNA from pursuing any other rights it may have under this Agreement, at law or in equity.

This Agreement, including the Schedule of Fees, the completed Application and any amendment or supplement to this Agreement made in accordance with procedures set forth in the section entitled "Amendment" constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are merged in and superseded by this Agreement.

**Amendment.** This Agreement may be amended from time to time by Servicer and KBNA giving written notice to Merchant of such amendment. Unless Merchant elects to terminate this Agreement, Merchant is deemed to have agreed to said amendment.

**Continued Duties of Merchant After Termination.** Upon termination, Merchant shall continue to be responsible for any financial or other obligations arising from this Agreement. Immediately upon termination, Merchant shall return to Servicer all materials and supplies furnished to Merchant and shall immediately cease using each System's name and service marks.

**Dispute Resolution.** Merchant will be liable for and will indemnify and reimburse Servicer and/or KBNA for all attorneys' fees and other costs and expenses paid or incurred by Servicer and/or KBNA in the enforcement of this Agreement, or in collecting any amounts due from Merchant or resulting from any breach by Merchant of this Agreement. The exclusive venue for any litigation arising out of or related to this Agreement will be within the State of Georgia. This Agreement will be governed by the laws of Georgia, without regard to the principles of conflicts of law. All claims or controversies between the parties related to this Agreement which are not otherwise settled by agreement of parties, will be submitted to and decided by arbitration held in Atlanta, Georgia in accordance with the rules of the American Arbitration Association.

**Bankruptcy.** Merchant will immediately notify Servicer of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals. Merchant will include Servicer on the list of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing, and failure to do so will be cause for immediate termination or any other action available to Servicer under applicable System rules or law. Merchant acknowledges that this Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to or for the benefit of Merchant, and, as such, cannot be assumed or assigned in the event of bankruptcy. If any case or proceeding is commenced by or against Merchant under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief, this Agreement will simultaneously automatically terminate, and any amounts due to Servicer or KBNA will accelerate and become immediately due and payable, without the necessity of any notice, declaration or other act whatsoever by either Servicer or KBNA.

**Assignment.** This Agreement may not be assigned by Merchant, but may be assigned at any time by Servicer. **Indemnification.** Merchant will be liable for, hold harmless, and will indemnify Servicer and its employees and agents for all attorneys' fees and other costs and expenses paid or incurred by Servicer in the enforcement of the Agreement, and in collecting any amounts due to Servicer, arising from: (i) a dispute between Merchant and a Cardholder, (ii) the transmission of information by Merchant, or (iii) resulting from any breach by Merchant of this Agreement.

**Limitation of Liability.** The liability, if any, of Servicer or KBNA under this Agreement for any claims, costs, damages, losses and expenses for which they are or may be legally liable, whether arising in negligence or other tort, contract, or otherwise, will not exceed in the aggregate the amount of fees paid by Merchant, less interchange and assessments, over the previous twelve (12) month period, calculated from the date the liability accrued. In no event will Servicer, KBNA, or their agents, officers, directors or employees be liable for indirect, special, or consequential damages.

**Debit Authorization.** Merchant authorizes KBNA to initiate debit/credit entries to Merchant's business checking account as indicated on the voided check provided to Servicer with the Application. This authorization will be effective until: (1) Servicer has received written notification from Merchant terminating that authorization, and (2) all obligations of Merchant to Servicer have been paid in full.

**Guarantors.** As a primary inducement to KBNA and Servicer to enter into this Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, guarantees the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to KBNA and Servicer pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands further that KBNA and Servicer may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by KBNA and Servicer or Merchant. This guaranty will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of KBNA and Servicer. Guarantor(s) understands that the inducement to KBNA and Servicer to enter into this agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the guarantor(s) receive no additional benefit from the guaranty.

Signature: Merchant agrees that if Merchant has not signed below, Merchant's first transmission of transactions to Servicer constitutes Merchant's acceptance of this Agreement. **Credit Authorization.** Merchant authorizes Servicer, its agents, or any credit bureau or credit reporting agency employed by Servicer to investigate the references given in the Application and to investigate any other statements or data obtained from MERCHANT or its officers.

Merchant *[Signature]*  
 Signature of Owner/Officer/General Partner/LLC Manager or Member  
 SONIA U NTULIS TRS 4-1-03  
 Printed Name Title Date

Signature of Owner/Officer/General Partner/LLC Manager or Member  
 Printed Name Title Date

**Personal Guarantees**  
 The person(s) signing below unconditionally and irrevocably personally guarantee(s) to Servicer the full and faithful performance or payment by Merchant of all obligations set forth in this Agreement.

Signature *[Signature]*  
 Printed Name SONIA U NTULIS Date 4-1-03  
 Signature

Printed Name Title Date  
 Corporate Secretary/General Partner/Member Signature  
 By his/her signature below, the Corporate Secretary, General Partner, or LLC Member of Merchant attests to the fact that the officer who signed this Agreement is duly authorized to bind Merchant to all terms and conditions set forth in the Agreement.

Corporate Secretary/General Partner/LLC Manager or Member Signature  
 Printed Name Title Date

**For Office Use Only:**  
 Accepted by: Key Merchant Services, LLC  
 Signature  
 Title Date  
 Accepted by: KeyBank National Association  
 Signature  
 Title Date



Control Number 0000342091

New Application  Additional / Multi Location  Paper to EDC



Business Name (DBA):

DALMOWORKS CORP

Existing Merchant ID #:

FL 33713

Business Address:

2244 1ST AVE N ST. PETR

City, State, Zip:

E-Mail Address:

Business Phone #:

800 474 5757 Business Fax #:

Fax retrieval requests/ mail chargebacks to:

First Name:

Last Name:

Corporate

Contact:

JOHN

HEITZ

Business

Corporate Information

Complete only if different than Section 1.

Corp. Name:

Corp. Address:

PO BOX 530158

City, State, Zip:

ST. PETERSBURG

FL 33747

Corp. Phone #:

Corp. Fax #:

Contact:

First Name:

Last Name:

Statement/Billing Address:

Corp. Headqtrs.

Business

Time Zone:

EST

CST

MST

PST

HST

Date of Birth:

09 18 1925

Ownership Information

(If less than 50% ownership, please complete Additional Officers form)

Principal Owner or Officer / Partner / LLC Manager or Member

First Name:

Last Name:

Social Security Number (SSN):

SONIA

UNTULIS

Title:

TRAIN

Phone #:

727 867 9863

% Ownership:

50

Home Address:

5160 SANDPIPER LN S

City, State, Zip:

ST. PETERSBURG

FL 33711

Section 4

Principal Owner or Officer / Partner / LLC Manager or Member

First Name:

Last Name:

Social Security Number (SSN):

Title:

Phone #:

% Ownership:

Home Address:

City, State, Zip:

Business Information

Year Established: 2002

Length of Current Ownership: 6 Months

Years

6 Months

Yes

No

Do you have prior experience in similar business? If yes, how many years? 7 Years

Services/Products:

WEBSITE HOSTING & DESIGN

Business Structure (check one):

Closely Held Corp.

Publicly Held Corp.

Ltd. Liability Corp.

Partnership General/Ltd.

Sub-Chapter S

Sole Proprietorship

Non-Profit

Federal Tax ID or SSN: (must be completed or application will be pending)

Current Bankcard Processor: NONE

Have you or the business been a party to any claims or lawsuits? If yes, please include an explanation in a cover letter. Yes  No

Have you or the business ever declared bankruptcy? If yes, please include an explanation in a cover letter. Yes  No

Section 5 Card Acceptance Method (must equal 100%):

Card Present (swipe):

Card Present (no swipe):

Mail Order:

Telephone Order: 100

Internet:

Merchant Customer Service Phone # (required for all MO/TO and Internet):

Average Credit Card Ticket: 150.00

Monthly Credit Card Volume: 162500.00

A VOIDED CHECK FROM EACH ACCOUNT MUST BE SUBMITTED ON VOIDED CHECK FORM (NO DEPOSIT SLIPS)

Chargebacks/Adjustments:

DDA#1 is the primary business checking account (must be used for daily deposits)

DDA 1 DDA 2 DDA #1:

Routing/Transit #:

Additional information enclosed in cover letter.

or Month-end Settlement: DDA #2:

Routing/Transit #:

DDA 1 DDA 2