



Communities In Partnership, Corp. CIP-WAY™ Merchants Policies and Procedures

The following Policies and Procedures govern the relationship between Member Merchant and Communities In Partnership, Corp. (CIP) and the ASSETCARD™. With the Membership Advantages and the Application/Agreement, these Policies and Procedures constitute a complete contract between Member Merchant and CIP and its ASSETCARD™ division.

Failure to comply with the provisions in any of these documents may result in the loss of Member Merchant's right to membership advantages and/or the termination of its membership status. CIP reserves the right to change any of these Policies and Procedures at its sole discretion.

Code of Ethics

Member Merchants of CIP-WAY™ promise and agree to be bound by the following code of ethics:

- Member Merchant shall be honest and fair in all its dealings with ASSETCARD™ Users.
- Member Merchant agrees not to misrepresent the CIP-WAY™ program, or engage in any deceptive practice in relation to the CIP-WAY™ program.
- **Member Merchant agrees to donate/rebate a percentage of _____% (_____ percent) to be profit shared with CIP-WAY™ members and their non profit organization(s) when such customers identify themselves while shopping at your establishment and use their ASSETCARD™.**
- Member Merchant agrees that in the course of conducting its business as a Member Merchant, it may receive information that may be deemed personal, proprietary or confidential. Such information may include personal credit information on applicants and company trade secrets and proprietary business practices of CIP and/or ASSETCARD™. Member Merchant agrees that such information shall be kept in the strictest of confidence and will not be disclosed to any third party without the written authorization of CIP or the person to whom the information relates.
- Member Merchant agrees that in the course of conducting its business as a Member Merchant, it shall not attempt to obtain from Cardmembers and potential Cardmembers, any information contained in their CIP Application and/or credit report as it relates to their association with CIP.
- Member Merchant agrees that it shall not levy any additional fees on CIP Applicants, or make representations guaranteeing the approval of any credit application.
- Member Merchant agrees to be solely responsible for all financial and legal obligations incurred in the course of its business relationship with CIP Corp. that results out of its own negligence and/or violation of this agreement.

Definitions

Member ID#: This is the unique identification number assigned to a Member Merchant when it is approved and registered with the **ASSETCARD™** program.

Member Merchant (Merchant): A Member Merchant is a business entity that has completed a **CIP-WAY™** Merchant Application form and has been accepted by CIP. A Merchant is considered in good standing when all dues are paid in full.

ASSETCARD™ Member (Cardmember): A Cardmember is a holder/user of a **ASSETCARD™**.

Contract: The Application/Agreement, the Policies and Procedures, and the Membership Passport constitute the complete agreement or contract between CIP and the Merchant.

Company: Communities In Partnership, Corp., CIP, or **ASSETCARD™**.

Application: The Application/Agreement form, which upon acceptance by CIP is part of the Contract between the Merchant and CIP.

Membership Advantages: The current advantages of membership as set forth in Membership Agreement.

Becoming a Member Merchant

A Member Merchant is a business entity that has executed a CIP Application which has been accepted and approved by CIP and has installed the necessary card machine (ATM/Debit) and/or pin pad to accept the **ASSETCARD™**. CIP reserves the exclusive right to accept or reject any Applicant.

The Agreement between CIP and the Member Merchant does not constitute an employer/employee relationship, agency, partnership or joint venture between CIP and the Merchant. The Merchant has no authority to bind the Company to any obligations other than those contained in this Agreement. Each Merchant will hold the Company harmless from any claims, damages, or liabilities arising out of the Merchant's business practices. Each Merchant is encouraged to set its own methods of selling so long as it complies with the Policies and Procedures and the Code of Ethics set forth herein.

Termination

A Merchant may voluntarily terminate its Merchant status by giving the Company a 30-day written notice of cancellation.

CIP, for cause, may terminate a Merchant's status. CIP reserves the right to take quick and decisive action in terminating the contract of any Merchant who violates these Policies and Procedures, the Merchant Agreement, or any state or federal laws, statutes, and/or regulations that pertain to the business of the Company.

If a Merchant wishes to appeal an involuntary termination, CIP must receive the appeal in writing, within fifteen (15) days of the date of the termination notice. If the appeal is not received within this time period, the termination will automatically be final. If a Merchant files a timely appeal of a termination, CIP will review the termination, consider any other appropriate action, and promptly notify the Merchant of its decision. The decision of CIP will be final and subject to no further review. If the appeal is not granted, the termination will be effective as of the date of the original termination notice.

Warranties and Claims

The Merchant is fully responsible for all of his/her verbal or written statements and representations made regarding the product and services and marketing programs that are not expressly contained in writing in the current Merchant Agreement. Merchants agree to indemnify CIP and hold it harmless from any and all liability, including judgments, civil penalties, refunds, attorney's fees and court costs incurred by CIP as a result of Merchant's unauthorized representations.

Use of Company Name, Logos, Trademarks

The name of CIP, its affiliates, its Card issuing banks, and any other names that CIP may adopt are proprietary trade names and trademarks of CIP and its affiliates. As such, they are of great value to CIP and its affiliates, and are supplied to Merchants for the Merchant's sole use only as expressly authorized by this agreement.

CIP does not permit the use of its copyrights, designs, logos, trade names, trademarks etc., and those of all its affiliates, without its prior written permission.

The use of the CIP name, **ASSETCARD™** and that of its affiliates or copyrighted materials may not be made with automatic calling devices or "Boiler room" operations, to solicit customers.

Advertising

Merchants agree not to advertise the Company's products in any way other than the advertising or promotional materials made available to Merchants by the Company. Merchants agree not to use written, printed, recorded or other material in advertising, promoting or describing the products and services of the Company, or any material that has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before disseminated, published or displayed.

Any display ads or institutional or trademark advertising copy must be submitted to the Company and approved in writing by the Company before publication. Merchant agrees to allow CIP to use its name, logo, trademarks, etc. for the express purpose of directing CIP cardmembers to their establishment to support their business and take advantage of the rebate.

Legal Action

In the event of any dispute arising out of the terms of this agreement, the parties hereby agree to submit the matter for adjudication and resolution before the American Arbitration Association in New York City, New York. Any Arbitrator's award shall be enforceable in any court of

competent jurisdiction. It is further agreed that the prevailing party shall be entitled to reimbursement of all costs and expenses including attorney's fees from the non-prevailing party.

COMMUNITIES IN PARTNERSHIP, INC.

Agreed: PROVIDER

Agreed: RECIPIENT

By: _____

By: _____

Name: Wayne A. Francis

Name: _____

Title: President & CEO

Title: _____

Business Name: _____

_____ Individually

Date: _____, 2008

Date: _____, 2008