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 Suite 650
 Irving, TX 75062
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ADDITIONAL SERVICES: REWARDS CARD PARTICIPATION AGREEMENT

This Agreement is made as of the _____ day of _____ 2007 ("Effective Date"), between _____ ("Merchant") with offices at, _____ Family Network, Inc. DBA Affinity Solutions ("Affinity"), with its principal offices located at Empire State Building, 350 5th Avenue, Suite 2212, NY, NY 10118.

- 1. Merchant's Participation in the Program.** Merchant agrees to participate in rewards programs ("Rewards Programs") at Affinity manages for various credit and debit card issuers ("Program Sponsors") by providing a cash-back offer to members of such Rewards Programs ("Members") plus a service fee, as defined below (collectively, "Reward Fee").
- 2. Communications.** Affinity and/or Program Sponsors will promote Merchant and such cash-back offers in various marketing communications, including, at the discretion of the Program Sponsors and Affinity, direct mail, statement inserts, Web, e-mail, in-branch take-one's, ATM promotion, newspaper, and/or welcome kits.
- 3. Term; Termination.** The initial term of this Agreement shall begin on the Effective Date and continue for one year from that date, and will automatically renew for an additional one-year period at the end of the initial term and each successive renewal term unless either party has given notice of its desire not to renew prior to the end of such initial or successive term, as applicable. Each Program Sponsor reserves the right to exclude Merchant from its Rewards Program in its discretion; such in event, Merchant will participate in all remaining Rewards Programs. Either party may terminate this Agreement upon 90 days' written notice at any time.
- 4. Offer and Invoicing.** Members qualify for a rebate when they use a debit or credit card enrolled in the Program ("Enrolled Card") and satisfy the reward requirements stated herein. Affinity will be responsible for tracking qualified spend by Members at Merchant. Merchant will provide a list of its Mastercard/Visa Merchant ID's, which are required by Affinity to accurately track such qualified spend. Affinity will provide a weekly invoice of the Reward Fees to Merchant by e-mail and/or fax that includes for each qualifying transaction (i) transaction date, (ii) transaction amount, (iii) authorization code and (iv) Reward Fee due from Merchant. Affinity will arrange the electronic transfer of funds from Merchant to Affinity via ACH four business days or later from the date Affinity sends such invoice to Merchant for the amount so invoiced, unless the Merchant disputes any portion of such invoice. In the event of such a dispute, Merchant will pay the non-disputed portion, and Affinity will work with Merchant to provide additional information to satisfy Merchant that the invoice was correct or to make any required adjustments. In the event of a return of merchandise, Merchant will receive a refund of the Rewards Fee from Affinity, equal to the credit to the Enrolled Card times the percentage stated below. Upon termination or expiration of the Agreement, Merchant will pay Affinity Reward Fees earned by Affinity through the latest expiration date of any Merchant offer.
- 5. Miscellaneous.** This Agreement represents the entire understanding between the parties relating to the subject matter hereof, supersedes all prior understandings, and may only be changed by written agreement of both parties. This Agreement is made pursuant to, and shall be construed in accordance with, the internal laws of the State of New York, without regard to its conflict of laws principles.

Consumer Cash Back Offer: _____ % Service Fee: **3%**
 Terms: _____
 VISA/MASTERCARD Merchant ID Number(s): _____
 Business Name that prints on Debit Receipt: _____

Attach Voided Check

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.
 MERCHANT: _____
 By: _____ Title: _____ Date: _____
 Address: _____
 E-mail Address: _____ Website: _____
 Business Type: _____
 Phone Number: _____ Fax Number: _____

**FAMILY NETWORK, INC.
 DBA AFFINITY SOLUTIONS:**

By: _____ Title: _____ Date: _____

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