



## INDEPENDENT CONTRACTOR APPLICATION

I. AGENT INFORMATION					
First Name		Last Name			
Date of Birth		Social Security Number			
Home Address					
City		State		Zip Code	
Mobile Phone		Email			
Have you graduated from High School or completed the GED equivalent?					<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever worked for merchant processing company in the past?					<input type="checkbox"/> Yes <input type="checkbox"/> No
II. CERTIFICATION & ACKNOWLEDGEMENT					
<p>As a sales professional under the registration of Altiras Management, LLC you are responsible for remaining apprised of all applicable rules and regulations issued by MasterCard and Visa as they pertain to Member Service Providers/Independent Sales Organizations. Additionally, you must always operate within these guidelines or risk immediate termination from the program. Following for your review is a summary of some of the pertinent rules under which all MSP/ISO's must operate. By signing this form, you acknowledge that you have read these items below and understand them.</p> <ol style="list-style-type: none"> <li>1. All marketing material (Including stationery and business cards), and advertising must clearly represent the name of the participating bank and the MSP/ISO and be approved by member prior to actual use.</li> <li>2. Using the services of non-registered organizations or brokers to solicit merchants is strictly prohibited.</li> <li>3. Only registered sales agents may disclose pricing and details of the MasterCard and Visa programs. All pricing and details must be clearly represented as being offered on behalf of Altiras Management, LLC.</li> <li>4. All components of pricing must be clearly disclosed to the merchant.</li> <li>5. Site inspections must be completed accurately and in person by the sales agent who solicited the merchant.</li> <li>6. Final approval of all applications requires the bank's acceptance. Sales agents may not imply or infer that acceptance by bank is guaranteed.</li> <li>7. Merchants whose type of business is clearly outside the established credit policy must not be solicited or induced into paying application fees.</li> </ol> <p>I understand that if I am contracted with Altiras Advisors, my contract will be at-will. As such, it can be terminated by me or by Altiras Advisors with or without advance notice, at any time, and for any reason not prohibited by law. I agree that if I am contracted by Altiras Advisors, I will review the information contained in Altiras Advisors' personnel packet. I understand that any contract offer is contingent upon the following: (1) producing documents establishing my eligibility to work in the United States; (2) complying with Altiras Advisors' pre-contract application procedures (3) completing all necessary Altiras Advisors contracts and documents.</p> <p><b>By either writing or typing my name and submitting this application to Altiras Advisors, I acknowledge that I have read the certification and agreement and agree to abide by its terms.</b></p>					
Signed				Date	

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**COMMISSION PAYMENT  
DIRECT DEPOSIT AUTHORIZATION FORM**

Name on Account						
Bank Name				Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Saving	
Bank Address						
City			State		Zip Code	
Bank Phone						
Bank Routing			Account Number			
<b>ATTACH VOIDED CHECK</b>						
I authorized Altiras Management, LLC to send credit entries, and appropriate adjustments and debit entries, to my account as indicated below.						
Signed					Date	



**ALTIRAS GIG PROGRAM  
AGENT REFERRAL AGREEMENT**

THIS AGREEMENT is entered into by and between Altiras Advisors located at 2828 East Trinity Mills #350, Carrollton, Texas 75006, (hereinafter referred to as "Altiras Advisors") and \_\_\_\_\_ (hereinafter referred to as "Referral Agent"), effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, Altiras Advisors is engaged in providing certain marketing, programming, installation and training included but not limited to, file maintenance, shipment of equipment and supplies, technical help desk, customer service and chargeback processing for MasterCard and Visa brand cards.

WHEREAS Referral Agent is desirous of referring business owners and potential merchant customers with processing services and Referral Agent is an independent contractor; and

WHEREAS Altiras Advisors has offered to provide said services to Referral Agent's contacts and Referral Agent wishes to accept said services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, covenants and promises made herein, the parties agree as follows:

**1. SERVICES**

1.1. Altiras Advisors hereby agrees to provide to any qualified customer referred by Referral Agent, meeting the credit criteria of Altiras Advisors and its principal member, First American Payments Systems, and which executes the Altiras Advisors merchant agreement, the following services:

1.1.1. Altiras Advisors shall process legitimate credit card transactions made through Visa, MasterCard, American Express, Discover, and Diners Club. Further, Altiras Advisors agrees, where possible, to support a customer's existing equipment.

1.1.2. Altiras Advisors shall process Visa and MasterCard chargebacks and retrievals. Altiras Advisors will provide all chargeback notifications with clear explanations of the dispute, and what, if any, information should be provided by merchant. Altiras Advisors will, in addition, assist merchants in resolving disputes. Altiras Advisors will review all responses for completeness and ascertain reversal possibilities. All credits for chargeback reversals will be issued directly to the merchant's demand deposit account. Altiras Advisors agrees to provide an Advisor to the Referral Agent complete the sales, enrollment, and installation of each referred account provided by the Referral Agent.

**2. PRICING AND REVENUE SHARING**

2.1. Altiras Advisors agrees to pay Referral Agent commission fee (herein to referred as "Commission") of \$250.00 per referred account by the Referral Agent that has been successfully installed as a processing merchant that has processed a minimum of \$50.00 in credit card transactions. Altiras Advisors agrees to make Commission payments to Referral Agent on upcoming payroll cycle after Altiras Advisor has received the bonus monies from payment processing company.

**3. EXCLUSIVE AGENT**

3.1. It is understood that Referral Agent is an independent contractor and is not an employee of Altiras Advisors, responsible for all expenses incurred by the Referral Agent during their contract work with Altiras Advisors. Referral Agent has evaluated Altiras Advisors and performed such due diligence as, in Referral Agent's sole



judgment, is deemed necessary with respect to Altiras Advisors and its program and hereby endorses, recommends and further agrees it will furnish Altiras Advisors complete merchant information necessary to contact and process new merchant applications which will promote Altiras Advisors processing services to its referral contacts. Referral Agent shall use its best effort on a continuing basis to refer merchants to Altiras Advisors.

- 3.2. Altiras Advisors reserves the right to terminate any Merchant Agreement at the sole discretion of Altiras Advisors. In addition to any other rights or remedies which Altiras Advisors may have in equity or at law in the event of a violation of this section by Referral Agent, all rights to payments which may be due Referral Agent pursuant to this Agreement shall terminate and neither Altiras Advisors nor First American Payments shall have any further obligation(s) to pay compensation to Referral Agent.

#### **4. INDEMNIFICATION**

- 4.1. Each of the parties agrees to indemnify the other, their respective directors, stockholders, officers and employees, and hold them harmless from and against all claims, actions, damages, liability, demands, costs and expenses, including reasonable attorney's fees, resulting from any act by or attributable to them, whether well-founded or baseless, either in violation of any provision of this agreement, or in violation of any law, rules or regulation of the United States, any state, city or agency of said bodies or the Card Rules of MasterCard and Visa resulting from the misrepresentation or negligence of party, its officers, directors employees or agents.

#### **5. GOVERNING LAW**

- 5.1. This Agreement and all transactions and contracts arising from it shall be subject to final approval and acceptance by Altiras Advisors and shall be governed by and construed in accordance with laws of the State of Texas.

#### **6. BINDING EFFECT**

- 6.1. This Agreement shall remain in full force and effect until terminated as herein provided and shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

#### **7. SEVERABILITY**

- 7.1. The invalidity of any paragraph or subparagraph hereof shall not affect the validity of any other paragraph or subparagraph hereof.

#### **8. NOTICES**

- 8.1. Any notice, request, demand or other communication required or permitted hereunder except termination notice, shall be in writing and delivered by U.S. Mail, First Class, postage prepaid. Termination notice must be sent via registered or certified U.S. Mail, and shall be addressed as follows:

Altiras Advisors  
2828 East Trinity Mills #350  
Carrollton, Texas 75006



**9. WAIVERS**

9.1. The failure of either party to enforce at any time, or for any period of time, any provisions of the Agreement shall not be construed as a waiver of such provision, or of the right hereafter, to enforce each and every position.

**10. COMPLETENESS OF INSTRUMENT**

10.1. There are no understandings not contained in this Agreement or its exhibits and this Agreement shall supercede and cancel all previous contracts, arrangements, or understandings that may have existed between the parties.

10.2. This Agreement embodies the entire understanding and agreement of the parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by the parties hereto.

**11. PRIVACY**

11.1. Notwithstanding language to the contrary herein, Altiras Advisors represents and warrants that it has appropriate measures to maintain the security and confidentiality of Referral Agent’s Customer Information which Altiras Advisors may use, have knowledge of, or have access to as a result of its relationship with Referral Agent under the terms of this Agreement. Said Customer Information shall include, but not be limited to, customer lists or data provided by Referral Agent or compiled by Altiras Advisors. Altiras Advisors further represents and warrants that it will use said Customer Information for any purpose other than to carry out the activity for which the Customer Information was intended under the terms of this Agreement.

**12. LIABILITY**

12.1. Referral Agent shall assume no liability with respect to card transactions accepted by merchants referred by Referral Agent, regardless of whether there is potential for chargeback to the originating merchant or Referral Agent.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date first written above.

**Referral Agent:**

Name: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Submit to Altiras Advisors below when completed. Download a copy for your records. An advisor will contact you regarding the next steps. Email [gigs@altirasadvisors.com](mailto:gigs@altirasadvisors.com) for more information.