

# CPS of N.Y. Representative Registration Form

115 W 30th Street  
Suite 1212  
New York NY 10001

OFFICE NAME \_\_\_\_\_ OFFICE #: \_\_\_\_\_ REP #: \_\_\_\_\_  
SALES REP NAME: LAST: \_\_\_\_\_ FIRST: \_\_\_\_\_ DATE OF HIRE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
D/O/B: \_\_\_\_\_ SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ HOME PHONE: \_\_\_\_\_ PAGER: \_\_\_\_\_  
FAX: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## NON DISCLOSURE STATEMENT

1) The Sales representative acknowledges that during this relationship, he/she will have access to confidential information consisting of the following categories of information (collectively the Trade Secrets)

A) Financial information, such as CPS of N.Y.'s earnings, assets, debts, pricing structure, volume of purchase or sales and other financial data.

B) Supply and service information such as: goods and services, suppliers name or addresses, terms of suppliers service contract, or of a particular transactions, or related information regarding potential suppliers, bank card transaction processor, and related financial institutions, and Visa and MasterCard regulations.

C) Marketing information, such as details about ongoing or proposed marketing programs or agreements by or on behalf of CPS of N.Y., sales forecasts, or results of marketing efforts or information about impending transactions.

D) Customer information, such as compilation of past, existing, or prospective customers, customer proposals or agreements between customers and CPS of N.Y., status of customers accounts or credits and related information about actual or prospective customers, including but not limited to, name and location of such merchants.

2) CPS of N.Y. and The Sales Representative consider their relationship one of confidence with respect to the Trade Secret. Therefore, during and after the relationship between the parties, regardless of the reason for the termination of the relationship, the Sales Representative agrees to:

A) Hold all such information in confidence and not discuss, communicate or transmit any information to any third parties, without the prior written consent or authorization of or by CPS of N.Y. or make any unauthorized copy or use of such information in any capacity, position or business unrelated to that of CPS of N.Y.;

B) Use the Trade Secrets only in the furtherance of proper CPS of N.Y. related reasons for which such information is disclosed or discovered;

C) Take all reasonable actions that CPS of N.Y.'s deems necessary or appropriate to prevent the unauthorized use of or disclosure of Trade Secrets, to protect CPS of N.Y.'s interest in said Trade Secrets; and

D) Except on behalf of CPS of N.Y. the Sales Representative agrees that for a period of sixty (60) months after the termination of the relationship between CPS of N.Y. and the Sales Representative, that the Sales Representative will refrain from dealing with, soliciting the business of, or otherwise conducting business, (whether on behalf of the Sales Representative, or any other person or entity for whom the Sales Representative is performing services, after termination of this agreement), of the type similar to that of CPS of N.Y. with any other customer, supplier, or bank card transaction processor of CPS of N.Y. at the time of such termination, anywhere in the United State of America.

3) The Sales Representative acknowledges that any violation of this agreement will cause CPS of N.Y. immediate irreparable harm and that the damages which CPS of N.Y. will suffer may be difficult or impossible to measure.

Therefore, upon actual or impending violation of this agreement, CPS of N.Y. shall be entitled to the issuance of violation by the Sales Representative or any entity or person acting with the Sales Representative.

Such remedy shall be additional to and not in limitation of any other remedy which may otherwise be available to CPS of N.Y.

## ETHICS STATEMENT

As sales professional under the registration of CPS of N.Y., you are required to maintain the highest ethical standards professional conduct at all times. We recognize the need to provide you with consistent guidelines to achieve this goal, therefore, the following Ethics Statement has been formulated. Signing the Ethics Statement is a condition of participation the program and must be strictly adhered to all times.

- 1) I will maintain the highest standards of professionalism and will comply with the company policy at all times.
- 2) I will not broker any sales to any other party, nor sell any product or service that is not offered by CPS of N.Y., without their written consent.
- 3) I understand and agree that all advertising and marketing materials must receive prior approval according to card plan, bank and company policy.
- 4) I will adhere to simple truth and integrity and will not engage in any misleading or deceptive sales practices.
- 5) I will provide sound professional advice in all sales presentations and sales calls and will remain knowledgeable of industry services.
- 6) I will conduct due diligence and complete all site inspections truthfully. I will accurately report the nature of any business in which a prospective customer is engaged. I will promptly report to my appropriate manager or to the appropriate person at the corporate office, any notice which I may receive of any change in any customer's business which might expose the company to financial risk or if said business would be out of compliance with state policies.
- 7) I will quote all rates and charges consistent with CPS of N.Y.'s rate guidelines and I will not quote rates for other card types that I am not specifically registered to market.
- 8) I will not accept any payment in cash from customers or prospective customers and I will assure that all checks are properly made out to the company and not to me personally.
- 9) I will conduct all sales presentations in a positive manner, relying upon my ability and the value of CPS of N.Y. to obtain customers. I will not, in any way, demean or speak negatively of my competition.
- 10) I Will maintain the confidentiality of information provided to me by any prospective customer or company and will not reveal any such information without the proper consent or except to the company and its agents.

**I HEREBY CERTIFY THAT THE ABOVE INFORMATION PROVIDED IS ACCURATE AND COMPLETE.**

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Date

INCLUDE PHOTO DRIVER'S LICENSE