

MMS, Advanceme, Inc. Merchant Agreement

Merchant Agreement _____

This Merchant Agreement ("Agreement") dated ____/____/____ between **Advanceme, Inc.** ("Company") and the merchant or other business listed below ("Merchant").
(month) (day) (year)

MERCHANT INFORMATION

Business Legal Name: _____

D/B/A: _____ State of Incorporation/Organization: _____

Type of entity (check one): corporation limited liability company partnership
 limited partnership limited liability partnership sole proprietorship

Physical address: _____ City: _____ State: _____ Zip: _____
Mailing address: _____ City: _____ State: _____ Zip: _____

Date business started (mm/yy): _____ Federal ID or SS#: _____

Contact name: _____ Position: _____

Phone: _____ Fax: _____ E-mail: _____ Web Site: _____
Bank name: _____ City: _____ State: _____

PURCHASE AND SALE OF FUTURE RECEIVABLES

In exchange for payment by Company to Merchant of the purchase price specified below ("Purchase Price"), Company hereby purchases from Merchant and Merchant hereby sells to Company all of Merchant's right, title and interest in and to the amount specified below ("Specified Amount") of Merchant's future receivables ("Future Receivables") arising from payments by Merchant's customers with cards ("Cards") of a type settled, directly or indirectly, by Processor (as defined below). Merchant will remit the Specified Amount of Future Receivables to Company by causing a processor acceptable to Company ("Processor") to pay Company each day an amount of cash equal to the percentage specified below ("Specified Percentage") of all Card receivables due to Merchant on the day in question ("Receivables"). Company will continue to receive the Specified Percentage of Receivables until Merchant has remitted to Company the entire Specified Amount of Future Receivables.

Purchase Price: = \$ _____ Specified Amount: = \$ _____ Specified Percentage: = _____%

Company will not increase the Specified Percentage without Merchant's prior written consent. Merchant (i) will enter into an agreement acceptable to Company with Processor to obtain processing services ("Processing Agreement") and (ii) hereby authorizes Processor and/or Operator (as defined below) to pay daily the cash attributable to the Specified Percentage of Receivables to Company rather than to Merchant and to debit the Account (as defined below) in such amounts until Company receives the cash attributable to the entire Specified Amount of Future Receivables.

MERCHANT CONTRACTUAL COVENANTS

Merchant agrees (i) to conduct its business consistent with past practice; (ii) to exclusively use Processor for the processing of all of its Card transactions, to not change its arrangements with Processor in any way that is adverse to Company and to not take any action that has the effect of causing the processor through which Cards are settled to be changed from Processor to another processor; (iii) to not take any action to discourage the use of Cards and to not permit any event to occur that could have an adverse effect on the use, acceptance or authorization of Cards for the purchase of Merchant's services and/or products; (iv) to not open a new account other than the Account to which Card settlement proceeds will be deposited and to not take any action to cause Future Receivables or Receivables to be settled or delivered to any account other than the Account; (v) not to sell, dispose, convey or otherwise transfer its business or assets without the express prior written consent of Company and the assumption of all of Merchant's obligations under this Agreement pursuant to documentation reasonably satisfactory to Company; and (vi) to maintain a Minimum Balance (as defined below) in the Account (collectively, the "Merchant Contractual Covenants").

The owners of Merchant (such owners, whether shareholders, partners, members or other owners are referred to herein as "Owners") hereby guarantee the performance of all of the covenants made by Merchant in this Agreement, including the Merchant Contractual Covenants.

MERCHANT

By: _____ (Print Name) _____ (Signature)

WITNESS
By: _____ (Print Name) _____ (Signature)

OWNER
By: _____ (Print Name) _____ (Signature)

By: _____ (Print Name) _____ (Signature)

WITNESS
By: _____ (Print Name) _____ (Signature)

Advanceme, Inc: _____ Sales Rep. Name: _____ ID #: _____
(Advanceme, Inc. Officer)

To the extent set forth herein, each of the parties is obligated upon his, her or its execution of the Agreement to all terms of the Agreement, including the Additional Terms set forth below. Each of above-signed Merchant and Owner(s) represents that he or she is authorized to sign this Agreement for Merchant and that the information provided herein and in all of Company's forms is true, accurate and complete in all respects. If any such information is false or misleading, Merchant shall be deemed in material breach of all agreements between Merchant and Company and Company shall be entitled to all remedies available under law. Company may produce a monthly statement reflecting the delivery of the Specified Percentage of Receivables from Merchant via Processor and/or Operator. Merchant hereby agrees to a \$____ administrative fee per month for the production of the monthly statement and further agrees that Company and its designees may debit such administrative fee from Merchant's bank account each month via the automated clearing house ("ACH") system. An investigative or consumer report may be made in connection with the Agreement. Merchant and each of the above-signed Owners authorizes Company, its agents and representatives and any credit reporting agency engaged by Company, to (i) investigate any references given or any other statements or data obtained from or about Merchant or any of its Owners for the purpose of this Agreement, and (ii) pull credit reports at any time now or for so long as Merchant and/or Owner(s) continue to have any obligation owed to Company as a consequence of this Agreement or for Company's ability to determine Merchant's eligibility to enter into any future agreement with Company.

ADDITIONAL TERMS OF AGREEMENT

Capitalized terms used but not defined in these Additional Terms of the Agreement shall have the meanings assigned to such terms above.

I. PROCESSING TERMS AND ARRANGEMENTS.

Section 1.1. *Processing Agreement.*

Merchant understands and agrees that the Processing Agreement and the authorizations to debit set forth above irrevocably authorize Processor and Operator to pay the cash attributable to the Specified Percentage of Receivables to Company rather than to Merchant until Company receives the cash attributable to the entire Specified Amount of Future Receivables from Processor and/or Operator. These authorizations may be revoked only with the prior written consent of Company. Merchant agrees that Processor and Operator may rely upon the instructions of Company, without any independent verification, in making the cash payments described above. Merchant waives any claim for damages it may have against Processor or Operator in connection with actions taken based on instructions from Company, unless such damages were due to such Processor's or Operator's failure to follow Company's instructions. Merchant acknowledges and agrees that (a) Processor and Operator will be acting on behalf of Company with respect to the Specified Percentage of Receivables until the cash attributable to the entire Specified Amount of Future Receivables has been remitted by Processor and/or Operator to Company, (b) Processor and Operator may or may not be affiliates of Company, (c) Company does not have any power or authority to control Processor's or Operator's actions with respect to the processing of Card transactions or remittance of cash to Company, and (d) Company is not responsible for, and Merchant agrees to hold Company harmless for, the actions of Processor and Operator. For purposes of this Agreement, the term "Operator" shall mean any party Company designates to debit any amounts from Merchant's or Owners' accounts as authorized or permitted by this Agreement.

Section 1.2. *Instructions to Processor.*

Merchant will irrevocably instruct Processor to hold the Specified Percentage of Receivables on behalf of Company and to remit directly to Company the cash attributable thereto at the same time it remits to Merchant the cash attributable to the balance of the Receivables. Merchant acknowledges and agrees that Processor shall provide Company with Merchant's Card transaction history.

Section 1.3. *Indemnification.* Merchant indemnifies and holds each of Processor and Operator, their respective officers, directors, affiliates, employees, agents and representatives harmless from and against all losses, damages, claims, liabilities and expenses (including reasonable attorneys' fees) suffered or incurred by Processor or Operator resulting from actions taken by

Processor or Operator in reliance upon information or instructions provided to Processor or Operator by Company.

Section 1.4. *Limitation of Liability.* In no event will Processor, Operator or Company be liable for any claims asserted by Merchant under any theory of law, including any tort or contract theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby expressly waived by Merchant.

Section 1.5. *Processor Commissions.*

Merchant understands and agrees that Processor will charge a fee or commission for processing receipts of Receivables (the "Processor's Fee") as set forth in the Processing Agreement and that the Processor's Fee will be deducted from the portion of the Receivables payable to Merchant and not from the cash attributable to the Specified Percentage of Receivables payable to Company.

Section 1.6. *No Modifications.* Merchant will comply with the Processing Agreement and will not modify the Processing Agreement in any manner that could have an adverse effect upon Company's interests, without Company's prior written consent.

Section 1.7. *Account.* Merchant represents and warrants that Merchant's sole bank account ("Account") into which all settlement proceeds of Receivables will be deposited is that account identified by account name, account number and bank name and address that is shown on the face of the voided check that Merchant shall provide to Company along with this Agreement, the delivery of which voided check is a condition precedent to Company's obligations under this Agreement. If Processor transfers to the Account or any other account of Merchant or Owner(s) any funds that should have been transferred to Company pursuant to Sections 1.1 and 1.2 hereof, or if Merchant otherwise has monies deposited in its or Owner(s)'s account(s) that otherwise should have been transferred to Company pursuant to Sections 1.1 and 1.2 hereof, Merchant shall immediately segregate and hold all such funds in express trust for Company's sole and exclusive benefit. In any such circumstance, Merchant shall maintain in the Account a minimum balance equal to Company's undivided interest in such funds or the Specified Percentage multiplied by the Merchant's average daily Card volume based on the processing records provided to Company prior to the execution of this Agreement (assuming twenty-one days of processing per month) multiplied by three (3), whichever is greater ("Minimum Balance"), until such funds are paid to Company. Merchant and each Owner authorizes Company, Processor and Operator to debit

such funds directly from all such accounts, including the Account, and agrees to not revoke or cancel such authorizations until such time as Company has received the entire Specified Amount of Future Receivables. Merchant acknowledges and agrees that Company, Processor and Operator may issue a pre-notification to Merchant's and/or Owner(s)'s bank(s) with respect to such debit transactions. Within twenty-four (24) hours of any request by Company, Merchant shall provide, or cause Processor or Operator to provide, Company with records and other information regarding Merchant's Card sales, the Account and any other accounts of Merchant or Owner(s).

Section 1.8. *Processing Trial.* After this Agreement has been signed by both Merchant and Company but prior to Company's determination as to whether to pay the Purchase Price, Merchant agrees to permit Company to instruct Processor and/or Operator to conduct a short processing trial (the "Processing Trial") to ensure that Merchant's Card transactions are being correctly processed through Processor and that the cash attributable to the Specified Percentage of Receivables will be appropriately remitted to Company. Company agrees to make a determination as to whether to purchase the Specified Amount of Future Receivables promptly after the commencement of the Processing Trial. If Company elects to purchase the Specified Amount of Future Receivables, then all of the cash received by Company in connection with the Processing Trial prior to the payment of the Purchase Price shall be applied to reduce the Specified Amount. Nothing herein shall create an obligation on behalf of Company to purchase any Future Receivables, and Company expressly reserves the right to not purchase the Specified Amount of Future Receivables and not pay the Purchase Price to Merchant. If Company decides to not purchase the Specified Amount of Future Receivables and not pay the Purchase Price, this Agreement shall have no further effect and Company shall, promptly after receipt from Processor or Operator, return to Merchant any cash received by Company in connection with the Processing Trial.

Section 1.9. *Excess Cash.* In the event that the amount of cash remitted to Company pursuant to this Agreement exceeds the Specified Amount (such excess being the "Excess Cash") by at least \$20.00, Company agrees to pay such Excess Cash to Merchant within thirty (30) days after receipt thereof by Company. In the event the Excess Cash is less than \$20.00, Company agrees to pay such Excess Cash to Merchant within thirty (30) days after its receipt of a written request from Merchant, provided such request is made

within six months of Company's receipt of such Excess Cash. Merchant acknowledges and agrees that Company has no obligation to take any action (including against Processor or Operator) with respect to any cash being held by Processor or Operator, which will become Excess Cash once it is paid by Processor or Operator to Company, prior to the receipt of such Excess Cash by Company.

Section 1.10. Reliance on Terms. The provisions of this Agreement are agreed to for the benefit of Merchant, Owner(s), Company, Processor and Operator and, notwithstanding the fact that Processor and Operator are not parties to this Agreement, they may rely upon the terms of this Agreement and raise them as defenses in any action.

II. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Merchant and Owner(s) represent, warrant and covenant the following as of the date hereof and during the term of this Agreement:

Section 2.1. Merchant Contractual Covenants. Merchant shall comply with each of the Merchant Contractual Covenants as set forth herein.

Section 2.2. Business Information. All information (financial and other) provided by or on behalf of Merchant to Company in connection with the execution of or pursuant to this Agreement is true, accurate and complete in all respects. Merchant shall furnish Company, Processor and Operator such information as Company may request from time to time.

Section 2.3. Reliance on Information. Merchant acknowledges and agrees that all information (financial and other) provided by or on behalf of Merchant has been relied upon by Company in connection with its decision to purchase the Specified Amount of Future Receivables.

Section 2.4. Compliance. Merchant is in compliance with any and all applicable federal, state and local laws and regulations and rules and regulations of card associations and payment networks. Merchant possesses and is in compliance with all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.

Section 2.5. Authorization. Merchant and the person(s) signing this Agreement on behalf of Merchant have full power and authority to enter into and perform the obligations under this Agreement and the Processing Agreement, all of which have been duly authorized by all necessary and proper actions.

Section 2.6. Insurance. Merchant shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance upon the request of Company.

Section 2.7. Change Name or Location. Merchant does not and shall not conduct Merchant's business under any name other than as disclosed to Company and Processor

and shall not change its place of business.

Section 2.8. Merchant Not Indebted to Company. Merchant is not a debtor of Company as of the date of this Agreement.

Section 2.9. Exclusive Use of Processor. Merchant understands and agrees that the services of Processor are the exclusive means by which Merchant can and shall process its Card transactions.

Section 2.10. Working Capital Funding. Merchant shall not enter into any arrangement, agreement or commitment that relates to or involves Future Receivables, whether in the form of a purchase of, a loan against, or the sale or purchase of credits against, Future Receivables or future Card sales with any party other than Company.

Section 2.11. Unencumbered Future Receivables. Merchant has good, complete and marketable title to all Future Receivables, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of, Company.

Section 2.12. Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family or household purposes.

III. ADDITIONAL TERMS.

Section 3.1. Sale of Future Receivables. Merchant and Company agree that the Purchase Price paid by Company in exchange for the Specified Amount of Future Receivables is a purchase of the Specified Amount of Future Receivables and is not intended to be, nor shall it be construed as, a loan or financial accommodation from Company to Merchant.

Section 3.2. No Right to Repurchase. Merchant acknowledges and agrees that it has no right to repurchase the Specified Amount of Future Receivables from Company and Company may not force Merchant to repurchase the Specified Amount of Future Receivables.

Section 3.3. Remedies. In the event that any of the representations or warranties contained in this Agreement is not true, accurate and complete, or in the event of a breach of any of the covenants contained in this Agreement, including the Merchant Contractual Covenants, Company shall be entitled to all remedies available under law, including the right to non-judicial foreclosure. In the event that Merchant breaches any of the Merchant Contractual Covenants specified in clauses (ii) or (iv) on the first page of this Agreement, Merchant agrees that Company shall be entitled to, but not limited to, damages equal to the amount by which the cash attributable to the Specified Amount of Future Receivables exceeds the amount of cash received from

Receivables that have previously been delivered by Merchant to Company pursuant to this Agreement. Merchant hereby agrees that Company and Operator may automatically debit such damages from Merchant's bank accounts via the ACH system or wire transfers. The obligations of Owners, including the guarantee on the first page of this Agreement are primary and unconditional and each Owner waives any rights to require Company to first proceed against Merchant.

Section 3.4. Financing Statements. To secure performance of the Merchant Contractual Covenants and all of the other obligations of Merchant to Company under this Agreement or any other agreement between Merchant and Company, Merchant grants to Company a continuing priority security interest, subject only to the security interest of Processor, if any, in the following property of Merchant wherever found: (a) All personal property of Merchant, including, all accounts, chattel paper, documents, equipment, general intangibles, instruments, inventory (as those terms are defined in Article 9 of the Uniform Commercial Code ("UCC") in effect from time-to-time in the State of New York), and liquor licenses, wherever located, now or hereafter owned or acquired by Merchant; (b) all trademarks, trade names, service marks, logos and other sources of business identifiers, and all registrations, recordings and applications with the U.S. Patent and Trademark Office ("USPTO") and all renewals, reissues and extensions thereof (collectively "IP") whether now owned or hereafter acquired, together with any written agreement granting any right to use any IP; and (c) all proceeds with respect to the items described in (a) and (b) above, as the term "proceeds" is defined in Article 9 of the UCC. Merchant understands and agrees that Company may file one or more (i) UCC-1 financing statements at anytime to perfect the interest created under the UCC upon the sale, and (ii) assignments with USPTO to perfect the security interest in IP described above. The UCC-1 financing statements may state that the sale of the Specified Amount of Future Receivables is intended to be a sale and not an assignment for security.

Section 3.5. Protection of Information. Merchant and each person signing this Agreement on behalf of Merchant and/or as Owner, in respect of himself or herself personally, authorizes Company to disclose to any third party information concerning Merchant's and each Owner's credit standing (including credit bureau reports that Company obtains) and business conduct. Merchant and each Owner hereby waives to the maximum extent permitted by law any claim for damages against Company or any of its affiliates relating to any (i) investigation undertaken by or on behalf of Company as permitted by this Agreement or (ii) disclosure of information as permitted by this Agreement.

Section 3.6. Solicitations. Merchant and each Owner authorizes Company and its

affiliates to communicate with, solicit and/or market to Merchant and each Owner via regular mail, telephone, email and facsimile in connection with the provision of goods or services by Company, its affiliates or any third party that Company shares, transfers, exchanges, discloses or provides information with or to pursuant to Section 3.5 and will hold Company, its affiliates and such third parties harmless against any and all claims pursuant to the federal CAN-SPAM ACT of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003), the Telephone Consumer Protection Act (TCPA), and any and all other state or federal laws relating to transmissions or solicitations by any of the methods described above.

Section 3.7. Confidentiality. Merchant understands and agrees that the terms and conditions of the products and services offered by Company, including this Agreement and any other Company documentation (collectively, "Confidential Information") are proprietary and confidential information of Company. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to be bound by the terms of this Section 3.7).

Section 3.8. Publicity. Merchant and each Owner authorizes Company to use its, his or her name in a listing of clients and in advertising and marketing materials.

IV. MISCELLANEOUS.

Section 4.1. Modifications; Amendments; Construction. No modification, amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties affected. The headings of the sections and subsections herein are inserted for convenience only and under no circumstances shall they affect in any way the meaning or interpretation of this Agreement. For purposes of this Agreement, "including" shall mean "including, without limitation".

Section 4.2. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by mail, overnight delivery or hand delivery to the respective parties to this Agreement. Notices to Company shall be sent to the following address:

Advanceme, Inc.
c/o General Counsel
2 Overhill Road, Suite 410
Scarsdale, NY10583-5323

Section 4.3. Waiver; Remedies. No failure on the part of Company to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof,

nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

Section 4.4. D/B/A's. Merchant hereby acknowledges and agrees that Company may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between Company and Merchant, including the filing of UCC-1 financing statements and other notices or filings.

Section 4.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Merchant, Owner(s), Company and their respective successors and assigns, except that Merchant and Owner(s) shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Company reserves the right to assign this Agreement or its rights or obligations hereunder with or without prior notice to Merchant.

Section 4.6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to principles of conflicts of law. Merchant hereby submits to the jurisdiction of any New York state or federal court sitting in the Borough of Manhattan of the City of New York or any Georgia state or federal court sitting in Cobb County. Merchant hereby waives any claim that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions of which this Agreement is a part may not be enforced in or by any of the above-named courts.

Section 4.7. Costs. Company shall be entitled to receive from Merchant and/or Owner, and Merchant and/or Owner shall pay, all reasonable costs associated with a breach by Merchant of any of the Merchant Contractual Covenants or other obligations or any of the representations and warranties of Merchant and the enforcement thereof, including court costs and attorney's fees.

Section 4.8. Term and Survival. This Agreement shall continue in full force and effect until all obligations hereunder have been satisfied in full; provided, however, that Sections 1.3, 1.4, 3.3, 3.6, 3.7, 3.8, 4.7, 4.12 and 4.13 shall survive indefinitely.

Section 4.9. Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 4.10. Counterparts and Facsimile Signatures. This Agreement may be signed in one or more counterparts, each of which

shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile signatures shall be deemed to be original signatures and each party hereto may rely on a facsimile signature as an original for purposes of enforcing this Agreement.

Section 4.11. Entire Agreement. This Agreement contains the entire agreement and understanding between Merchant, Owners and Company and supersedes all prior agreements and understandings, whether oral or in writing, relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein.

Section 4.12. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

Section 4.13. Class Action Waiver. THE PARTIES HERETO WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (1) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (2) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.