

EXHIBIT A

Code of Ethics

Merchant People, LLC (the “Company”) strives to act with the highest possible ethical standards. As an independent sales organization/professional representing the Company and its banking partners, your business conduct reflects not only upon you and Company, but also on the Company’s banking partners and Card Association members, for whom goodwill and honesty are equally as important. The purpose of this Code of Ethics is to provide a statement of policies and responsibilities regarding to the ethical and legal conduct of your business. You are required to read this Code of Ethics carefully and comply with both its spirit and letter in all your business dealings relating to the Company.

GENERAL GUIDELINES

If you are not a registered ISO with Visa and MasterCard, you are required to present yourself as an agent of the Company and/or its banking partners. It is expressly forbidden to use any other business name in the solicitation of a merchant’s bankcard processing business.

You are required to maintain the highest standards of professionalism and to comply with the Company’s, its banking partners and the Association’s policies at all times. You are required to use only the advertising and marketing materials that are approved by the Company.

You are required to act with honesty and integrity at all times and never to make misrepresentations or any statements intended to mislead or misinform. You are required to provide sound professional advice in all sales presentations and sales calls and to remain knowledgeable and updated in respect of industry services. You are required to inform prospective merchants that their merchant processing agreement will be between the merchant and the processing bank, which bank must be clearly identified.

You are required to conduct due diligence and complete all site inspections truthfully. You must accurately report the nature of any business in which a prospective merchant is engaged. You must promptly report to the Company any change in and to a merchant’s business which might expose the Company and its banking partners to financial risk or if said business would be out of compliance with stated policies.

You are required to quote all rates and charges in a manner that is consistent with the Company’s rate guidelines and will not quote rates for other card types/brands that you are not specifically registered to market. You are required to conduct all sales presentations in a positive manner, relying upon your ability and the value of the Company and its banking partners to obtain customers. You must never inaccurately disparage a competitor.

You are required to assure that all checks and/or payments are properly made out to the Company or its banking partners, as the case may be, and not to you personally, unless otherwise agreed to in writing by Company.

You are required to maintain the confidentiality of information provided to you by any prospective merchant or company and may not reveal any such information without the proper consent except to the Company and its banking partners and their agents. You are required to send all original merchant processing agreements to the Company and to store all related working documents in a secure place. You are required to ensure that all information contained in documents presented to the Company’s and/ or its banking partners are complete and accurate. Any withholding or modification of information is STRICTLY FORBIDDEN.

UNDERSTANDING

You agree that you have no authority to bind the Company or its banking partners contractually in any way. You agree that you will present yourself in a professional manner in all dealings with merchants and prospective merchants. You agree that you will direct all correspondence through the Company and that you will not directly contact the Company’s banking partners, Visa or MasterCard.

TERMINATION OF RELATIONSHIP

If for any reason our relationship is terminated, you are required to immediately return all sales and promotional materials to the Company. If for any reason our relationship is terminated, you must immediately cease and desist from using either the Company’s banking partners name and the Company’s name in solicitation of any kind.

Failure to abide by this Code of Ethics may result in the termination of your ISO agreement with the Company, without further obligation or liability on the part of the Company.