

Merchant Agreement No. _____ SIC/MCC Code _____

Application Date _____ Lead No. _____ Program Code _____ Promo Code _____

 Agent Office (Print) 1 Agent Telephone (480) 503-4646 Sales Representative (Print) D. Standage

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|----------------------|------------------------------------------------------------|---------------------------|----------------------------------|-------------------------------|--------------------------------------------------|--------------|
| Merchant Information | Legal Name of Business _____ | | | DBA (doing business as) _____ | | |
| | Street Address (Physical address—no P.O. boxes) _____ | | | City _____ | State _____ | ZIP _____ |
| | Mailing Address (If different from Street Address) _____ | | | City _____ | State _____ | ZIP _____ |
| | Telephone No. () - | Business Fax No. () - | Tax ID No. (Required—9 digits) | | Age of Business Yrs. Mos. | |
| | Authorized Business Representative | Merchant E-Mail | Merchant Customer Service E-Mail | | Merchant Customer Service Telephone No. () - | |
| | List Type of Business/Products/Services Sold (Be specific) | | | ISP/CSP E-Mail | | Merchant URL |

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| Ownership | 51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation <input type="checkbox"/> Government (Federal/state/local) <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Nonprofit Corporation <input type="checkbox"/> Associations/Estates and Trusts <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> International Organization <input type="checkbox"/> Tax-Exempt Organization (501C) Principal's Name _____ Ownership % _____ Title _____ | | | | | |
| | Date of Birth (mm/dd/yy) (Required) _____ / _____ / _____ | | | Social Security No. (Required) _____ | | |
| | Driver's License No./State Issued ID (Required) _____ | | | State/Expiration Date (Required) _____ / _____ | | |
| | Street Address (Physical address—No P.O. boxes) _____ | | | City _____ | State _____ | ZIP _____ |
| | Home No. () - | | | | | |
| | Second Principal's Name _____ | | | Ownership % _____ | Title _____ | |
| | Date of Birth (mm/dd/yy) (Required) _____ / _____ / _____ | | | Social Security No. (Required) _____ | | |
| | Driver's License No./State Issued ID (Required) _____ | | | State/Expiration Date (Required) _____ / _____ | | |
| | Street Address (Physical address—No P.O. boxes) _____ | | | City _____ | State _____ | ZIP _____ |
| | Home No. () - | | | | | |

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| DDA | Must attach voided business check to designate account for electronic transfer of funds, both credits and debits, pursuant to the Merchant Agreement. Merchant authorizes this account to be electronically debited for amounts owing pursuant to the Merchant Agreement and this Merchant Application. DDA Bank Name _____ Transit Routing No. _____ DDA No. _____ Telephone () - _____ Contact _____ | | | | | |
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| Marketing | Merchant Marketing Method (Enter all that apply; must equal 100%) Retail Card Present _____% Service _____% Trade Show _____% Telephone Order _____% Internet _____% Mail Order _____% Purchasing Card _____% Requires Small Ticket application Average Combined Monthly Volume 1 \$ _____ | | Merchants—Please indicate type of business below <input type="checkbox"/> Retail (Must be at least 70% swiped) <input type="checkbox"/> Restaurant Tips? <input type="checkbox"/> Yes or <input type="checkbox"/> No <input type="checkbox"/> Keyed/Card-Not-Present (30% + keyed) Merchant Swiped/Keyed Percentage (Must equal 100%) _____%Swiped _____%Keyed With Signed Imprint _____%Keyed Without Imprint or Signature Average Ticket/Sales Amount 2 \$ _____ | |
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| Processor | Are you now processing or have you ever processed MasterCard/Visa? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, attach a previous processor's statement) | |
| | Name of Processor _____ Have you ever had a bankcard relationship terminated? <input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, attach explanation) | |

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| Site | Person/authorized company performing site visitation _____ | |
| | Visitation Date _____ | |

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| Equipment/ Software | <input type="checkbox"/> CARDnet Platform <input type="checkbox"/> Omaha Platform <input type="checkbox"/> Nashville Platform | <input type="checkbox"/> Terminal _____ <input type="checkbox"/> Printer _____ <input type="checkbox"/> PIN Pad _____ | <input type="checkbox"/> Software _____ <input type="checkbox"/> Turnkey _____ <input type="checkbox"/> Other _____ | | | | | | | | | | | | | | | |
| | Conversions/Existing Equipment REPROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Terminal _____ No. _____ <input type="checkbox"/> Printer _____ No. _____ <input type="checkbox"/> PIN Pad _____ No. _____ <input type="checkbox"/> Other _____ No. _____ | | | | | | | | | | | | | | | | | |
| Monthly Fee Schedule | MC/V Initial | MasterCard/Visa Discount Rate 3 % MasterCard/Visa Monthly Minimum 4 \$ _____ Monthly Wireless IP Address Fee (per terminal) \$ 12.00 / _____ No. Units MasterCard/Visa Transaction Fee 3 \$ 25 Monthly Customer Support Fee \$10 Monthly Statement Fee \$ _____ | | | | | | | | | | | | | | | | |
| | Debit Card/ Electronic Benefits | <p>Debit Card Transaction Fees are \$0..30 + Debit Network Processing Fees. The Debit Network Processing Fees are subject to change without notice. By processing a debit card transaction, Merchant agrees to pay the current Debit Network Processing Fees plus the additional sum as stated herein. Current Debit Network Processing Fees are available upon request.</p> <p><i>Commonly available networks include Maestro, Star NorthEast, Accel, AFFN, Star SouthEast, Star West, Interlink, Pulse Pay, Cash Station, Shazam (CARDnet only) and NYCE.</i></p> <p>Check functions for which a surcharge will be applied and list the amount <input type="checkbox"/> Purchase \$ _____ <input type="checkbox"/> Cash Back \$ _____</p> <p>Will cash back be available? <input type="checkbox"/> No <input type="checkbox"/> Yes If "Yes," limit \$ _____</p> <table border="0"> <tr> <td>EBT 5</td> <td>EBT Authorization Fee</td> <td>EBT Transaction Fee</td> <td>EBT Balance Inquiry</td> </tr> <tr> <td>FNS No. _____</td> <td>\$0.10</td> <td>\$0.03</td> <td>\$0.10</td> </tr> <tr> <td><input type="checkbox"/> Food Stamps</td> <td>\$0.15</td> <td>\$0.03</td> <td>\$0.15</td> </tr> <tr> <td><input type="checkbox"/> Cash Benefit</td> <td></td> <td></td> <td></td> </tr> </table> | | EBT 5 | EBT Authorization Fee | EBT Transaction Fee | EBT Balance Inquiry | FNS No. _____ | \$0.10 | \$0.03 | \$0.10 | <input type="checkbox"/> Food Stamps | \$0.15 | \$0.03 | \$0.15 | <input type="checkbox"/> Cash Benefit | | |
| EBT 5 | EBT Authorization Fee | EBT Transaction Fee | EBT Balance Inquiry | | | | | | | | | | | | | | | |
| FNS No. _____ | \$0.10 | \$0.03 | \$0.10 | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Food Stamps | \$0.15 | \$0.03 | \$0.15 | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Cash Benefit | | | | | | | | | | | | | | | | | | |
| LSPG/Virtual LP /LPVirtualCheck | LSPG Initial | LinkPoint Secure Payment Gateway Monthly Access Fee \$25 LinkPointCard Monthly Access Fee \$ _____ No. Units _____ LinkPoint VirtualCheck Discount Rate <u>2.42</u> % Transaction Fee <u>\$.30</u> Average Ticket \$ _____ Highest Estimated Ticket \$ _____ | | | | | | | | | | | | | | | | |
| | VLP Initial | Virtual LinkPoint for Palm OS Monthly Access Fee \$ _____ Other Gateway Monthly Access Fee \$ _____ No. Units _____ VirtualCheck Gateway Monthly Access Fee 6 \$ 10 Cancellation Fee \$5.00 Average Monthly Volume \$ _____ Return Item Fee \$.60 | | | | | | | | | | | | | | | | |
| American Express | Amex Initial | <p><i>Subject to separate approval-rates and fees below are based on merchant type and estimated volume and are subject to change.</i></p> <p><input type="checkbox"/> New <input type="checkbox"/> Existing Existing American Express Merchant Number _____</p> <p>Pay Frequency <input checked="" type="checkbox"/> 3 Days</p> <p>Discount Rate _____% * Transaction Fee \$ 0.25</p> <p>American Express Monthly Fee 7 \$ 5.00 * <input type="checkbox"/> Split Dial (<i>Lodging, Auto Rental and Restaurant only</i>)</p> <p>Est. Annual Volume \$ _____ Est. Average Ticket \$ _____</p> <p>Franchise Name _____ Franchise Cap No. _____</p> <p><i>*Applies to online statements. Paper statements may be subject to additional fees.</i></p> | | | | | | | | | | | | | | | | |
| | Discover | <p><i>Subject to separate approval-rates and fees below are based on merchant type and estimated volume and are subject to change.</i></p> <p><input type="checkbox"/> New <input type="checkbox"/> Existing Existing Discover/Novus Merchant Number _____</p> <p>Discount Rate _____% Transaction Fee 8 \$ 0.25+\$0. Discover/Novus Membership Fee 9 \$ 25.00</p> | | | | | | | | | | | | | | | | |
| Diners Club | Diner Initial | <p><i>Subject to separate approval-rates and fees below are based on merchant type and estimated volume and are subject to change.</i></p> <p><input type="checkbox"/> New <input type="checkbox"/> Existing Existing Diners Club Merchant Number _____</p> <p>Discount Rate <u>3.15</u>% Transaction Fee \$ 0.25 Diners Club Monthly Minimum 10 \$ 7.50</p> | | | | | | | | | | | | | | | | |
| | JCB | <p><i>Subject to separate approval-rates and fees below are based on merchant type and estimated volume and are subject to change.</i></p> <p><input type="checkbox"/> New <input type="checkbox"/> Existing Existing JCB Merchant Number _____</p> <p>Discount Rate <u>3.35</u>% Transaction Fee \$ 0.25 JCB Monthly Access Fee 11 \$ 5.00</p> | | | | | | | | | | | | | | | | |
| TeleCheck | Tele-Check Initial | <p><input type="checkbox"/> ECA 12 <input type="checkbox"/> GUARANTEE</p> <p>Inquiry Rate _____% Charge per Transaction \$ <u>.25</u> TeleCheck Monthly Minimum Fee 13 \$ 25.00</p> <p>Monthly Processing Fee \$ 5.00</p> <p>ECA Chargeback Fee \$ 5.00 Customer-Requested Operator Call \$ 2.50 each</p> <p><input type="checkbox"/> BasX BasX Flat Monthly Fee 14 \$ 14.99</p> <p><input type="checkbox"/> SMALL TICKET ECA 15 <input type="checkbox"/> SMALL TICKET GUARANTEE</p> <p>Monthly Minimum \$ 29.99 Transaction Fee \$ 0.29</p> <p>Monthly Processing Fee \$ 5.00 ECA Chargeback Fee \$ 5.00</p> <p>Warranty Max \$ 50.00 Customer-Requested Operator Call \$ 2.50 each</p> | | | | | | | | | | | | | | | | |
| | P-Card | Purchasing Card/Business-to-Business Relationship _____ <input type="checkbox"/> Level II <input type="checkbox"/> Level III <i>Requires Small Ticket application</i> | | | | | | | | | | | | | | | | |
| CMC | CMC Initial | Cardservice Merchant Club (CMC) Monthly Fee 13 \$ 15 | | | | | | | | | | | | | | | | |

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|-----------------|-------|-----------------------------------------------------------------------------------------------------------------------------|
| TeleCharge | _____ | MasterCard/Visa Only 16 |
| Tele- Charge | _____ | Discount Rate 3.15% Transaction Fee \$ 0.30 Monthly Fee \$ 10.00 Enrollment Fee \$195.00 |
| Initial | _____ | Statement Fee \$ 3.00 Chargeback Fee \$ 15.00 ACH Reject Fee \$ 25.00 Reactivation Fee \$ 50.00 |
| US South | _____ | Calling Card: Dial 4 Less Calling Cards, Coin Saver Calling Card |
| US South | _____ | Wireless: Networks covered: Alltel, AT&T Wireless, Cingular, Tracfone, Verizon Wireless, Voicestream * |
| Initial | _____ | Internet: FastWeb |
| | | * Networks subject to change. |
| WWG &L | _____ | The WorldWide Gift & Loyalty program requires Schlumberger MacIC 6000 terminal, with optional MagIC 1000 PIN Pad if |
| Initial | _____ | merchant offers ATM/Debit. |
| | | Requires additional application. |

NUMBER LEGEND

- 1 This combined average monthly MasterCard, Visa, Diners Club and JCB volume is your approved limit. Any monthly volume in excess of that estimated by Merchant will cause Cardservice International to review Merchant's file, and this may result in delay in transmission of funds and possible interruption or termination of service.
- 2 This average MasterCard/Visa ticket/sales amount is your approved limit. Any ticket/sales amount in excess of that estimated by Merchant will cause Cardservice International to review Merchant's file, and this may result in delay in transmission of funds and possible interruption or termination of service.
- 3 All discount rates will be deducted daily. All batch closures are considered a transaction fee and will be billed accordingly. A separate batch closure fee will be assessed at the time a batch is submitted for closure and at the time the batch is actually closed. A Merchant is billed a transaction fee each time any communication is made with the host via a POS terminal or software.
- 4 The MasterCard/Visa monthly minimum processing fee is calculated as follows: Monthly minimum - (minus) net discount fee = processing fee owed. The monthly minimum fee will be deducted unless you have met your minimum processing volume.
- 5 EBT merchants will receive a separate EBT transaction statement from their EBT provider. Merchants are also required to fill out additional forms.
- 6 This is in addition to the LinkPoint Secure Payment Gateway monthly gateway access fee charged for an Internet merchant account.
- 7 Monthly \$5.00 flat fee pricing is mandatory for all American Express mail order, telephone order, home-based and Internet physical delivery merchants for up to \$5,000.00 in charge volume within any consecutive 12-month period and will be assessed by American Express.
- 8 This additional \$0.08 per transaction fee applies to each Discover transaction processed and is deducted along with the Discover discount rate by Discover.
- 9 One-time \$25.00 Discover membership fee will be collected via a separate ACH by Discover.
- 10 Diners Club merchants are assessed a \$7.50 per monthly minimum fee.
- 11 JCB merchants are assessed a \$5.00 per month access fee. Undersigned merchant, having executed a Cardservice International Merchant Agreement, hereby requests that Cardservice International relay JCB cards for authorization, data capture and funding.
- 12 Subject to separate approval.
- 13 This is in addition to the monthly minimum processing fee for MasterCard/Visa.
- 14 Merchant shall be billed a TeleCheck BasX flat fee for whole or partial calendar month even if services are not used but still available for use by Merchant.
- 15 Merchant shall be billed a \$29.99 TeleCheck Small Ticket Monthly Minimum Fee, a \$5 monthly TeleCheck Small Ticket Processing Fee and a check transaction fee of \$0.29 for each check processed. As with all TeleCheck products, the per check transaction fee is calculated separately from, and is not included in, the \$29.99 monthly minimum fee.
- 16 The discount rate for all TeleCharge nonqualifying transactions is 4.15%

The "Qualified Swiped Discount Rate" will be charged on all consumer bankcard transactions that are electronically authorized and closed in a daily batch. All manually keyed Visa consumer transactions that are closed in a daily batch and have an Address Verification Service (AVS) response code will be charged a "Mid-Qualified Rate," which is 0.85% (\$0.85 per \$100.00) higher than the "Qualified Rate." Most manually keyed MasterCard consumer transactions that are closed in a daily batch will be charged a "Mid-Qualified Rate," which is 0.85% (\$0.85 per \$100.00) higher than the "Qualified Rate." Commercial card transactions (Business, Corporate and Purchasing) must also include sales tax and customer code as a separate entry. All bankcard transactions that do not meet the requirements stated above and all manually entered MasterCard foreign card transactions will be charged a "Nonqualified Rate," which is 1.82% (\$1.82 per \$100.00) higher than the "Qualified Rate."

The "Qualified Keyed Discount Rate" will be charged on all consumer bankcard transactions that are electronically authorized, closed in a daily batch and include the following information: Address Verification Service (AVS) response code, an order number and reply to either the mail order/telephone order prompt or the e-commerce prompt with a "Yes." Commercial card transactions (Business, Corporate and Purchasing) must also include sales tax and customer code as a separate entry. All bankcard transactions that do not meet the requirements stated above and all manually entered MasterCard foreign card transactions will be charged a "Nonqualified Rate," which is 1.82% (\$1.82 per \$100.00) higher than the "Qualified Rate."

Each AVS inquiry will incur a \$0.05 per inquiry fee.

After 6 months, there will be a **\$7.50** monthly fee for mailed merchant statements. Merchants may obtain their statement free of charge through Mymerchantoffice.com.

Additional charges may occur from time to time, including, but not limited to chargeback fees pursuant to the Merchant Agreement.

Note: Article 2.06 of your Merchant Agreement is amended in the following particulars only: The fee for each chargeback, credit, or debit presentment is \$25.00. There shall be no document retrieval request fee.

When your application is received by Cardservice, the prices shown are subject to review. They may be adjusted based on risk analysis or other criteria. If any adjustment is made, you will be notified. If you do not accept an adjustment, you must immediately notify Cardservice in writing.

AUTHORIZATIONS AND REPRESENTATIONS

Merchant, the undersigned and personal guarantor(s) authorize Bank/Cardservice to investigate and confirm the information contained herein and hereby certify that all the information provided, including Merchant's legal status, is true and complete. Merchant, the undersigned and personal guarantor(s) hereby authorize Bank/Cardservice to use credit bureau/reporting agencies and/or its own agents in order to verify the accuracy of all information provided by Merchant and to assess and monitor Merchant, the undersigned and personal guarantor's credit status. Merchant, the undersigned and personal guarantor(s) authorize all such credit bureau reporting agencies to release any information they may have pertaining to

Merchant, the undersigned and personal guarantor(s) to Bank/Cardservice. This Merchant Application and the Merchant Agreement may only be modified as approved in writing by an authorized officer of the Bank and the corporate office of Cardservice. No other representative or sales agent of Bank or Cardservice is authorized to make any verbal or written modification to this Merchant Application and Merchant Agreement.

BY SIGNING THIS MERCHANT APPLICATION, I ACKNOWLEDGE RECEIPT OF CARDSERVICE MERCHANT AGREEMENT NUMBER _____. I HAVE READ THE MERCHANT AGREEMENT AND UNDERSTAND IT. I UNDERSTAND THAT THE MERCHANT AGREEMENT IS INCORPORATED INTO THIS APPLICATION AND THAT BOTH DOCUMENTS CONSTITUTE MY CONTRACT WITH BANK AND CARDSERVICE. THE TERM OF THIS AGREEMENT IS SIX (6) MONTHS AS SPECIFIED IN THE MERCHANT AGREEMENT AND SUBJECT TO AUTOMATIC RENEWAL. ACCOUNT TERMINATION SHALL RESULT IN THE IMPOSITION OF A CANCELLATION FEE PURSUANT TO THE MERCHANT AGREEMENT.

I declare under penalty of perjury under the laws of the state of California and under the laws of the state in which my business is located that all of the information contained in this Merchant Application is true and complete.

By signing this Merchant Application, I represent that the information I have provided on the Application is complete and accurate. I understand that the Terms and Conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept the American Express card by American Express Travel Related Services Company, Inc. By accepting the American Express card for the purchase of goods and/or services, such business entity agrees to be bound by the Terms and Conditions.

If Merchant desires to accept TeleCheck®, the undersigned also represents that Merchant has reviewed and agrees to the terms and conditions of the TeleCheck Service Agreement. Merchant and the undersigned agree that all representations and agreements contained in this Cardservice Merchant Application and the Merchant Agreement shall be deemed to have been made for the benefit of and may be enforced by TeleCheck Services, Inc., as well as by Bank and Cardservice. It is further agreed that TeleCheck Services, Inc. may request from a consumer reporting agency consumer report(s) now or in the future of each owner/partner of the Merchant and may use all information (including but not limited to consumer reports) referred to in the Merchant Application and the Merchant Agreement.

Please take notice that, if you elect to return this form by electronic mail, electronic mail messages are by default non-secure and unencrypted. As such, they are visible to any and all parties as they travel the Internet.

| | | |
|-------------------------------------------------------|----------------------------|---------------|
| _____ Print Name of Principal or Corporate Officer | _____ Signature (Title) | _____ Date |
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| | | |
|-------------------------------------------------------|----------------------------|---------------|
| _____ Print Name of Principal or Corporate Officer | _____ Signature (Title) | _____ Date |
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PERSONAL GUARANTOR

All corporations and limited liability companies must have their obligations guaranteed by a principal or other creditworthy individual.

As a primary inducement to Bank and Cardservice and TeleCheck, if applicable, to enter into this Agreement with Merchant, the undersigned Guarantor(s), by signing this Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank and Cardservice and TeleCheck, if applicable, pursuant to this Merchant Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received notice of any amendment. If Merchant breaches its Merchant Agreement, Bank and Cardservice and TeleCheck, if applicable, may proceed directly against Guarantor or any other person or entity responsible for the performance of the Merchant Agreement, without first exhausting its remedies against any other person or entity responsible therefore to it, or any security held by Bank.

If ownership is less than 51%, two (2) or more guarantors are required to show a total of 51% or greater ownership.

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|-------------------------------------------|-------------------------------|---------------|
| _____ Print Name of Personal Guarantor | _____ Signature (No title) | _____ Date |
|-------------------------------------------|-------------------------------|---------------|

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|-------------------------------------------|-------------------------------|---------------|
| _____ Print Name of Personal Guarantor | _____ Signature (No title) | _____ Date |
|-------------------------------------------|-------------------------------|---------------|

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|-------------------------------------------------------------------------------------------------------------------|
| Name (Print) and Signature of Agent/Sales Representative (Acknowledgment of completion of this agreement) Date |
|-------------------------------------------------------------------------------------------------------------------|

Cardservice International is not in the business of leasing equipment. All leases are between the merchant and an independent leasing company.

Equipment/Internet Product Terms

☐ Lease Purchase Price \$ _____ per month X _____ months ☐ Cash Purchase Price \$ _____

Cardservice International is a registered service provider for the following FDIC-insured banks: First Financial Bank, Atlanta, GA; Humboldt Bank, Eureka, CA; Redding Bank of Commerce, Redding, CA; Tehama Bank, Red Bluff, CA. Debit sponsor: Western Union Bank, Des Moines, IA.