



9. SERVICE ACCEPTANCE AND FEE SCHEDULE

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Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

Visa Credit	Visa Non-PIN Debit	MasterCard Credit	MasterCard Non-PIN Debit	Discover Network	American Express	PIN Debit
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Select VI/MC/Discover Network Discount Plan: (Based on Gross Sales Volume)

_____ Tiered Basic	_____ Flat Rate
_____ Pass Through I/C	_____ Enhanced Recover Reduction (ERR)

Select PinDebit Discount Plan:

_____ Pin Debit Network Fee Pass-through + _____ % Markup

Discount Payment Method: _____ Daily _____ Monthly

Assessments: _____ Included _____ Bill Separately
(If Pass Through I/C - Assessments **MUST** Bill Separately)Brand Fees: _____ Included _____ Bill Separately
(If Pass Through I/C - Brand Fees **MUST** Bill Separately)

Discount Fees

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
MasterCard			Visa			Discover Network		
Credit Qual			Credit Qual			Credit Qual		
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual		
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual		
CheckCard Qual			CheckCard Qual			CheckCard Qual		
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qual		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qual		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

Voyager

All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, et al.

American Express One Point Discount

Choose one	Industry	Program Type	_____ One Point	_____ ESA	_____ Order New	_____ Use Existing
	B2B	Existing SE #	CAP #			
	Education		Rate (%)			
	Fast Food		Per Item			
	Independent Gas Stations		American Express Credit			
	Lodging		_____ %			
	Mail Order & Internet		\$ _____			
	Office-based Healthcare		American Express Prepaid			
	Other Transportation		_____ %			
	Restaurant**		\$ _____			
	Retail**		Fee to be applied by American Express			
	Services, Wholesale & All Others		FOR ESA ONLY - Monthly flat fee of \$7.95 or Discount Rate may apply			
	State & Local Government		**0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.			
	Supermarkets		An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).			
	Telecommunications					
	Travel Agencies & Tour Operators					

Authorization Fees

Monthly Fees

Visa/MC/Discover Network	_____	Electronic AVS	_____	Monthly Minimum	_____	Industry Compliance	_____
Amex/Fleet/Other	_____	Voice Authorization	_____	Wireless Fee	_____	Monthly Service Fee	_____
Pin Debit Authorization	_____	Voice AVS	_____	PIN Debit Fee	_____	(if applicable per Section 4.8 of the Merchant Program Guide)	
EBT Authorization	_____			Industry Non-Compliance	Up to \$14.95		

Miscellaneous Fees

MX Merchant Fees

Sales Transaction Fee (All card types)	_____ (per item)	Chargeback Fee	_____ (per occurrence)	MX Merchant Monthly Fee			
Return Transaction Fee (All card types)	_____ (per item)	Retrieval Fee	_____ (per occurrence)	MX Merchant Plan _____ Reporting _____ Basic _____ Plus _____ Premium _____ Enterprise			
Batch Fee	_____ (per item)	Annual Fee	_____	MX Gateway Transaction Fee			
ACH Reject Fee	_____ (per occurrence)	Annual Fee Bill Month	_____	Bill to _____ Statement _____ Separate			

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$395.00 early termination fee in accordance with Part III, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

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Accept EBT ___ Yes ___ No Accept EBT Cash Benefit ___ Yes ___ No	Order Voyager ___ Yes ___ No Order Wright Express ___ Yes ___ No <small>(Must attach Wright Express application and Debranding letter with app copy)</small>	Order Check Services ___ Yes ___ No <small>(Must attach addendum with app copy)</small> Order Gift Card ___ Yes ___ No <small>(Must attach addendum with app copy)</small>
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11a. EQUIPMENT / PROCESSING METHOD

Application Type	Retail <input type="checkbox"/>	Retail w/ Tip <input type="checkbox"/>	MOTO <input type="checkbox"/>	Restaurant w/ Tip <input type="checkbox"/>	Quick Serve Restaurant (no tip) <input type="checkbox"/>	Hotel <input type="checkbox"/>	Auto Rental <input type="checkbox"/>
Terminal Features	Yes <input type="checkbox"/>	No <input type="checkbox"/>		Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Fraud Check (last 4-digits)	<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Card	<input type="checkbox"/>	<input type="checkbox"/>	Invoice/Purchase Order #	<input type="checkbox"/>
AVS + CVV2	<input type="checkbox"/>	<input type="checkbox"/>	Server/Clerk #	<input type="checkbox"/>	<input type="checkbox"/>	Auto Close Y <input type="checkbox"/> N <input type="checkbox"/>	If yes, time? _____
IP Connection? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Terminal Serial _____				Special Requests (Multi-Mid, Dial 9, etc): _____			
Wireless? Yes <input type="checkbox"/> No <input type="checkbox"/> Wireless Info: MAN/Serial _____				SIM Card Number _____			

TYPE OF EQUIPMENT	PRODUCT NAME	QUANTITY	DEPLOYMENT
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>

*Manufacturer/product/version of PC/Internet Software _____

Do you use any third party to store, process, or transmit cardholder data? ___ Yes ___ No

If yes, give name/address: _____

ORDER LEASE _____ Lease Company _____ Lease Term _____ Mos. Annual Tax Handling Fee _____

Total Monthly Lease Charge _____ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.

This is a NON-CANCELLABLE lease for the full term indicated

Client's initials: _____

11b. CARD NOT PRESENT INFORMATION

If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.

1. Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.

2. If Internet, please check your type of business:

_____ Web Hosting _____ Domain Registration _____ Web page Design _____ Auction _____ Internet Service Gateway
 _____ Selling Digital Service _____ Advertisement _____ Selling Hard Goods _____ Other: _____

If using the Internet, list encryption method, vendor, and controls used to secure transaction information

3. How will the product be advertised or promoted? _____

4. Billing Methods: (Check all that apply)

_____ Monthly - % _____ Yearly - % _____ Quarterly - % _____ One Time - % _____ Hourly - %

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:

7. Please describe how a sale takes place from beginning of order until completion of fulfillment:

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) _____ Signature X _____

12b. Annotation

13. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version PPS1409) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement and the American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the American Express Card Acceptance Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize PRIORITY and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PRIORITY and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon AXP's approval of the Application, the entity will be the Agreement and materials welcoming it, either to AXP's program for PRIORITY to perform services for AXP or in AXP's standard Card acceptance program, which has different servicing terms (e.g., different speed of pay). I understand that if the entity does not qualify for the PRIORITY servicing program, the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

Client's Business Principal / Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Personal Guarantee The undersigned guarantees to PRIORITY and BANK the performance of the Agreement, and First Data Lease if applicable, and any addendum thereto by Client, including payment of all sums due and owing and costs associated with the enforcement of the terms thereof. PRIORITY and BANK shall not be required to first proceed against the Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of PRIORITY or BANK. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By**Priority Payment Systems, LLC****P.O. BOX 246, Alpharetta, GA 30009-0246****Wells Fargo Bank, NA,****1200 Montego Way, Walnut Creek, CA 94598**

Signature X _____ Signature X _____

Title _____ Date _____ Title _____ Date _____

**PROCESSOR
INFORMATION:**Name: **Priority Payment Systems**Address: **P.O. Box 246, Alpharetta, GA 30009-0246**URL: **www.prioritypaymentsystems.com/manuals/PPS1409programguide.pdf** Customer Service #: **1-800-935-5961**

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
- We may debit your bank account** from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information."
- If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
- For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-800-935-5961, and/or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.**

II. Card Organization Disclosure**Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.**

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/htm>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version PPS1409(ia)] consisting of 35 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

www.prioritypaymentsystems.com/manuals/PPS1409programguide.pdf

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Title

Date

Please Print Name of Signer