

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Office # _____

Agent # _____

SIC CODE # _____

NMC1205		1. MERCHANT INFORMATION				NMC1205											
Legal Name of Business / IRS Filing Name (must match IRS record)				DBA (Doing Business As)													
Location/Site Address			City		State	ZIP											
Mailing Address			City		State	ZIP											
Company Phone Number (land line)	Descriptor Phone Number	Mobile Phone	Fax Number		Contact Name	Title											
Tax ID		Company Website Address (URL)			Company E-Mail Address												
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Public Corp.	<input type="checkbox"/> Private Corp.	<input type="checkbox"/> Tax Exempt Corp.	<input type="checkbox"/> Limited Liability Company	State Filed:											
Business Start Date (mm/dd/yyyy)	Has this Business or any Associated Principal been terminated as a VISA®/MasterCard®/Discover® Network Merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No			Has Merchant or any Associated Principal disclosed below filed bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No			Provide date, if "Yes":										
Do you currently accept VISA/MC/Discover Network? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes", you must submit 3 most current monthly statements)			Your previous card processor: Reason for change: <input type="checkbox"/> Rates <input type="checkbox"/> Service <input type="checkbox"/> Terminated (Date: _____) <input type="checkbox"/> Other:														
Merchant Sells: (specify product, service and/or information)				Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None													
Do you have a refund policy for VISA/MasterCard/Discover Network Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", check one: <input type="checkbox"/> VISA/MC/Discover Network Credit <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit If VISA/MC/Discover Network Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14 days																	
<input type="checkbox"/> Change of Ownership <input type="checkbox"/> Reprogram		Do you use any third party to store, process or transmit cardholder's data? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "Yes", name of company, address and phone):															
OWNERSHIP INFORMATION (List principals names that own combined at least: 51% for corporations, 100% for partnerships.)																	
Principal Name (First, MI, Last) 1)				Title		Ownership (%)	Date of Birth (mm/dd/yyyy)										
Home Address			City		State	ZIP	Home Phone										
Social Security #		Driver License #		Dr.Lic. State/Exp Date		Personal residence <input type="checkbox"/> Own <input type="checkbox"/> Rent For how long? ____ Yrs. ____ Mo.											
Principal Name (First, MI, Last) 2)				Title		Ownership (%)	Date of Birth (mm/dd/yyyy)										
Home Address			City		State	ZIP	Home Phone										
Social Security #		Driver License #		Dr.Lic. State/Exp Date		Personal residence <input type="checkbox"/> Own <input type="checkbox"/> Rent For how long? ____ Yrs. ____ Mo.											
2. TRANSACTION INFORMATION																	
FINANCIAL DATA				VISA / MASTERCARD / DISCOVER NETWORK INFORMATION													
Average combined monthly VISA/MC/Discover Network Volume \$ _____				<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center;">VISA/MasterCard/Discover Network Profile</th></tr></thead><tbody><tr><td>Credit Cards Swiped</td><td style="text-align: center;">%</td></tr><tr><td>Credit Cards Keyed</td><td style="text-align: center;">%</td></tr><tr><td style="text-align: center;">TOTAL</td><td style="text-align: center;">100 %</td></tr><tr><td colspan="2">Merchant Receives Imprint On Keyed Transactions: <input type="checkbox"/> Yes <input type="checkbox"/> No</td></tr></tbody></table>				VISA/MasterCard/Discover Network Profile		Credit Cards Swiped	%	Credit Cards Keyed	%	TOTAL	100 %	Merchant Receives Imprint On Keyed Transactions: <input type="checkbox"/> Yes <input type="checkbox"/> No	
VISA/MasterCard/Discover Network Profile																	
Credit Cards Swiped	%																
Credit Cards Keyed	%																
TOTAL	100 %																
Merchant Receives Imprint On Keyed Transactions: <input type="checkbox"/> Yes <input type="checkbox"/> No																	
Average VISA & MC & Discover Network Ticket \$ _____ (estimate past processing)																	
Highest Ticket Amount \$ _____																	
<input type="checkbox"/> Seasonal? Highest Volume Months Open \$ _____ (if seasonal, check applicable months below)																	
J F M A M J J A S O N D																	
Merchant Type																	
<input type="checkbox"/> Retail Outlet <input type="checkbox"/> Restaurant/Food																	
<input type="checkbox"/> Mail/Telephone Order Only																	
<input type="checkbox"/> Home Business, Trade Fairs																	
<input type="checkbox"/> Outside Sales/Service, Other, Etc.																	
<input type="checkbox"/> Petroleum <input type="checkbox"/> Lodging																	
<input type="checkbox"/> Internet																	
Mail / Telephone Order / Business to Business Information (ALL QUESTIONS MUST BE ANSWERED BY APPLICABLE TYPE OF MERCHANTS)																	
What % of total sales represent Business to Business (vs. Business to Consumer): B2B _____ % + B2C _____ % = 100% (total sales)																	
What % of credit/debit card sales represent Business to Business (vs. Business to Consumer): B2B _____ % + B2C _____ % = 100% (total sales)																	
What is the time from transaction to delivery? (% of orders delivered in days): 0-7 _____ % + 8-14 _____ % + 15-30 _____ % + over 30 days _____ % = 100% delivered																	
VISA/MasterCard/Discover Network sales are deposited on (check one): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other _____																	
Who performs product/service fulfillment? <input type="checkbox"/> Direct <input type="checkbox"/> Vendor <input type="checkbox"/> Other If Vendor: _____																	
PROVIDE NAME / ADDRESS / PHONE																	

NMC1205		3. TRADE REFERENCES		NMC1205	
Vendor 1		Account#	Contact Name	Phone Number	
Vendor 2		Account#	Contact Name	Phone Number	

4. CREDIT / DEBIT AUTHORIZATION	
BANK NAME _____ BANK ROUTING # _____ BANK ACCOUNT # _____	MERCHANT hereby authorizes SERVICERS in accordance with this MERCHANT Processing Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials.
MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT	

5. ADDITIONAL BUSINESS AND SITE INSPECTION INFORMATION (To be completed by sales representative)	
Zone: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Approx. size, square footage: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2000 <input type="checkbox"/> 2001+
Merchant Location: <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Separate Building <input type="checkbox"/> Mobile <input type="checkbox"/> Other: _____	
The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Rents <input type="checkbox"/> Leases the business premises.	Landlord Name _____ Landlord Phone _____
Does the name on the store front match the DBA name? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain if "No": _____	Is inventory and merchandise displayed consistent with the type of business? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain if "No": _____
Does merchant accept payment before the customer receives product/services? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain if "Yes": _____	
Advertising method(s): (check all that apply) <input type="checkbox"/> Newspapers <input type="checkbox"/> Magazine <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Internet <input type="checkbox"/> Radio <input type="checkbox"/> TV <input type="checkbox"/> Other: _____	
Required: Attach marketing materials for all Mail Order, B2B, Internet Businesses with over \$1mil. in annual volume. Attach Web Page printout for Internet Merchants.	
Business Hours: (Check all applicable, check a.m. or p.m.) <input type="checkbox"/> 24 hours <input type="checkbox"/> Mon-Fri from _____ am _____ pm to _____ am _____ pm <input type="checkbox"/> Saturday from _____ am _____ pm to _____ am _____ pm <input type="checkbox"/> Sunday from _____ am _____ pm to _____ am _____ pm	
Merchant Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Eastern <input type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Hawaii	Settlement: <input type="checkbox"/> Standard cut-off time 23:59 p.m. <input type="checkbox"/> Alternative cut-off time _____ am _____ pm
I hereby certify that I have physically inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.	
X Signature _____ Inspected By (print name) _____ Date (mm/dd/yyyy) _____	

6. EQUIPMENT	
Terminal <input type="checkbox"/> Model _____	Pin-pad <input type="checkbox"/> Model _____
Printer <input type="checkbox"/> Model _____	Check Reader <input type="checkbox"/> Model _____
Software <input type="checkbox"/> Model _____	Misc. <input type="checkbox"/> Model _____
Is there an existing Manual Imprinter at this location? <input type="checkbox"/> Yes <input type="checkbox"/> No Number of Imprinter Plates _____ Merchant acknowledges that an imprinter is required for any non-swiped transactions.	

7. LEASE INFORMATION	
LEASE COMPANY: First Data Global Leasing	
Lease Term: _____ months Annual Tax Handling Fee: \$10.20 Total Monthly Lease Charge: \$ _____ w/o taxes, fees or other charges that may apply – See Lease Agreement in Program Guide for details. This is <u>non-cancelable</u> lease for the full term indicated.	
COMMENTS:	

8. AMERICAN EXPRESS® ACCEPTANCE		8.1 JCB® ACCEPTANCE		8.2 VISA® MasterCard® Discover® Network ACCEPTANCE	
Discount Rate: _____ 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 National Merchant Center ("NMC") 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 NMC 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 understand that upon AXP's approval of the application, the entity will be sent the Agreement and materials welcoming it, either to AXP's program for NMC to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the NMC servicing program, which 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. AGREED AND ACCEPTED: Signature / Print Name _____		Discount Rate: _____ By signing below, I (we) represent that all of the information contained on this application is true and complete. I (we) understand that the JCB Card Acceptance Terms and Conditions will be sent to the address above with a welcome letter upon approval by JCB. I (we) agree to be bound by the JCB Card Acceptance Terms and Conditions for accepting the JCB Card for purchases of goods or other services. AGREED AND ACCEPTED: Signature / Print Name _____		Accept all VISA / MasterCard / Discover Network Transactions (Presumed, unless any section below are checked) <input type="checkbox"/> Accept VISA Credit transactions ONLY <input type="checkbox"/> Accept VISA Non-PIN Debit transactions ONLY <input type="checkbox"/> Accept MasterCard Credit transactions ONLY <input type="checkbox"/> Accept MasterCard Non-PIN Debit transactions ONLY <input type="checkbox"/> Accept Discover Network Credit transactions ONLY <input type="checkbox"/> Accept Discover Network Non-PIN Debit transactions ONLY	

Qualified Rate (Electronic *)		Authorization Fee	Voice Authorization		Select those that apply: <input type="checkbox"/> Wireless Set Up Fee\$35.00 <input type="checkbox"/> Wireless Trans. Fee\$00.10 <input type="checkbox"/> Wireless Data Monthly Fee\$19.95 <input type="checkbox"/> Website Monitoring Fee\$250.00 OTHER \$ _____
<input type="checkbox"/> VISA.....	% \$		Electronic AVS Fee		
<input type="checkbox"/> MasterCard.....	% \$		Chargeback Fee		
<input type="checkbox"/> Discover Network..	% \$		ACH/Batch Fee		
<input type="checkbox"/> American Express #	\$		Retrieval Request		
<input type="checkbox"/> JCB.....#	\$		Monthly Minimum Fee		
<input type="checkbox"/>	\$		Service Fee		
<input type="checkbox"/>	\$		Merchant Club		
			Application Fee		

Qualified Rate is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher Mid-qualified Discount Rate of ____ % + \$ ____ or in certain circumstances, at a Non-qualified Discount Rate (Standard*) of ____ % + \$ ____, both rates are a surcharge to the qualified rate. Merchants placed on a two tier pricing including some MO/TO and internet merchants will be assessed a Non-Qualification of ____ % + \$ _____. An interchange transaction fee of \$0.1073 is assessed on each bankcard transaction. A Rewards surcharge of ____ % + \$ ____ will apply. Rates may appear on your statement described as "Electronic" or "Standard".

ERR:	Discount	Non-Qualified Fee	Authorization Fee	Discount	Non-Qualified Fee	Authorization Fee	Discount	Non-Qualified Fee	Authorization Fee
VISA Qualified ____ % ____ % \$ ____				MasterCard Qualified ____ % ____ % \$ ____			Discover Network Qualified ____ % ____ % \$ ____		
DEBIT:	Monthly Access Fee: \$	<input type="checkbox"/> Cash Back: \$ ____ max	Authorization/Transaction Fee: \$ ____ + network fees	<input type="checkbox"/> Access Fee: \$ ____					
EBT:	FCS #:					Trans Fee: \$ ____			
Benefit Issuance Availability: Days ____ Hours ____			Electronic Voucher Support: <input type="checkbox"/> Yes <input type="checkbox"/> No						
Check all EBT services provided at this location:									
<input type="checkbox"/> Food Stamps <input type="checkbox"/> Cash Benefits <input type="checkbox"/> Purchase with Cash Back <input type="checkbox"/> Purchase <input type="checkbox"/> Cash Withdrawal If cash issuance, the limit amount: \$ ____									
PETROLEUM:	Pay at the Pump: <input type="checkbox"/> Yes <input type="checkbox"/> No	WEX #: <input type="checkbox"/> Wright Express (WEX) Rate: 3.50% Transaction/Authorization Fee: \$ ____							
Voyager #: <input type="checkbox"/> Voyager Rate: 3.40%; Transaction/Authorization Fee: \$ ____			Equipment: <input type="checkbox"/> VeriFone Ruby <input type="checkbox"/> Auto Gas <input type="checkbox"/> Gas Boy <input type="checkbox"/> Gilbarco <input type="checkbox"/> Other: ____						

Additional Information:

10. 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 (NMC1205) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. (Program Guide can be downloaded from <http://www.nationalmerchant.com/PDF/ProgramGuideNMC1205.pdf>). Client expressly acknowledges and certifies that Client has read the said Program Guide, and Client agrees to be bound by its terms including but not limited to the early termination fee provision. 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 2, 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 as Section 34, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes National Merchant Center ("NMC") and Wells Fargo Bank, N.A. ("Bank") and their 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 NMC and BANK and their 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. It is our policy to obtain certain information in order to verify your identity while processing your account application. The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates, and that you authorize American Express® Travel Related Services Company, Inc. and JCB® to verify the information on this Application.

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 NMC and Bank.

Client's Business Principal(s) / Officer(s):

Signature **X** _____ Title _____ Print Name Of Signer _____ Date _____

Signature **X** _____ Title _____ Print Name Of Signer _____ Date _____

PERSONAL GUARANTEE: The undersigned guarantees to NMC and Bank the performance of this Agreement and First Data Lease, if applicable, and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. NMC and Bank shall not be required to first proceed against 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 NMC and 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 or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Personal Guarantee

Signature **X** _____ Print Name Of Guarantor _____ Date _____

Personal Guarantee

Signature **X** _____ Print Name Of Guarantor _____ Date _____

ACCEPTED BY NATIONAL MERCHANT CENTER

Signature **X** _____

Title _____ Date _____

Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature **X** _____

Title _____ Date _____

Please read the Merchant Processing 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.

1. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Card Processing Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **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.
4. **If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20.
6. **We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest).
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 35, Additional Fee Information.
9. **If you lease equipment from Processor**, it is important that you review Section 34 in Third Party Agreements. **This lease is a non-cancelable lease for the full term indicated.**

10. Association 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:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) 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.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with cardholder data security and storage requirements.
- b) Maintain fraud and chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it received the complete Program Guide (Version NMC1205) consisting of 26 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:

<http://www.nationalmerchant.com/PDF/ProgramGuideNMC1205.pdf>

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.

Client's Business Principal:

Signature (Please sign below):

X _____

Title

Date

Please Print Name of Signer