DBA Name:	Merchant #: Cash Discount	Page 6 of 6

 Apogee2104
 9. SIGNATURE(S)
 Apogee2104

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 and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. 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 8, 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 TeleCheck Solutions 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 "You" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with 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, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

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 FDMS and Bank.

Client's Business Principal/Officer:

Signature X	Title	(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A.,				
Print Name of Signer	Date	(a member of Visa USA, Inc. and MasterCard International, Inc.)				
Signature X	Title	w				
Print Name of Signer	Date	X Signature				
Signature X	Title					
Print Name of Signer	Date					
Agreement and to accept all credits and debits made to its account I Agreement. This authorization shall remain in effect until (30) thirty  Signature X  Authorized Signature on TeleCheck Account for ACH	days after revoked in writing.  Print Name/Title:	ansfer in connection with TeleCheck's services under this TeleCheck				
Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.						
Personal Guarantee <mark>Signature</mark> X	Print N	lame: Date				

PROCESSOR INFORMATION:  Name: First Data Merchant Services  Address: 1307 Walt Whitman Road, Melville, NY 11747  URL: Customer Service #: 1-800-858-1166  Please read the Program Guide in its entirety, It describes the terms under which we will provide merchant processing Services to you Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering som 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, Discover and PapPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).  2. We may debit your bank account (also referred to as your Settlement 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 cover a many reasons why a Chargeback may occur. When they have the charge or funding appears for Card Processing or within 30 days of the date of a Telecheck following Agreement.  4. 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 or within 30 days of the date of a Telecheck transaction.  5. The Agreement limits our liability to you. For a detailed description of the Immation of liability see Section 27, 373, and 39, 10 of the Card General Terms, or Section 17 of the Telecheck Solutions Agreement.  5. The Bank is and garders in 1200 Montego, Walnut Creek, CA 94398, and the signers and address in 1200 Montego, Walnut Creek, CA 94398, and the signers and a statistical three of the program date signers and the signers and subsett Card produces directly to a merchant.  6. The Bank is responsible for educating merchants on pertinent Visa and MasterCard True with which merchants must comply; but this information may be provided to you by Processor.  6. The Bank is responsibl	Apogee2004(ia)		CONFIRM	Αī	TION PAGE
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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 or the content Agreement with Bank and/or Processor or the content sor governous of your Agreement with Bank and/or Processor or the content guestions we are most commonly asked.  1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by Masset Carl. Visa program Guide interchange rates imposed by Masset Carl. Visa program Guide interchange rates imposed by Masset Carl Visa program Guide interchange rates imposed by Masset Carl Visa processing or which to thought an additional fee (see Section 25 of the Program Guide).  2. We may debit your bank account; (also referred to asyour Section 25 of the Program Guide).  3. There are many reasons why a Chargeback may occur within 100 days of the date of see the applicable provisions of the Teck-Check Solutions Agreement.  4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or hunding appears for card Processing or within 30 days of the date of a Telecheck transaction.  3. There are statement where the charge or hunding appears for Card Processing or within 30 days of the date of a Telecheck transaction.  4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or hunding appears in for Card Processing or within 30 days of the date of a Telecheck transaction.  5. The Agreement limits our liability to you. For a detailed description of the instance of liability see Section 27, 373, and 39, 10 of the Card Central Tentral Processing or within 60 days of the date of the statement where the charge or hunding appears in the proper discount of the processing or detail to the section 27, 373, and 39, 10 of the Card Central Tentral Processing or details o			,		
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occur we will debit your settlement funds or Settlement Acount. For a more detailed discussion regarding Charge-backs see Section 1 in 4 of the Your Payments Accepanace Guide or see the applicable provisions of the TeleCheck solutions. Agreement.  4. 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 or within 30 days of the date of a TeleCheck contribution.  5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms, or Section 17 of the TeleCheck Solutions Agreement.  5. The Bayesement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms, or Section 17 of the TeleCheck Solutions Agreement.  6. The 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 Agreement.  c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard products directly to a merchant.  b) The Bank is responsible for educating merchants on pertinent Visa and MasterCard products directly to a merchant.  c) The Bank is responsible for 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.  c) The Bank is responsible for and must provide settlement funds to the merchant.  c) The Bank is responsible for and must provide settlement funds to the merchant.  c) The Bank is responsible for and must provide settlement funds to the merchant.  c) The Bank is responsible for and must provide settlement funds to the merchant.  c) The Bank is responsible for and must provide settlement funds to the merchant which merchant which merchant have any problems with Visa or MasterCard products (howe				_	circumstances.
4. 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 or within 30 days of the date of a TeleCheck stransaction.  5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 1 of the TeleCheck Solutions Agreement.  10. Card Organization Disclosure  Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.  The Banks mailing address is 1200 Montego, 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 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.  f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).  Print Client's Business Legal Name:  By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions, Upon receipt of a signed facsioniginal of this Confirmation Page by us, Client's Application will be processed.  NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAMTERMS AND CONDITIONS WILL BE ACCEPTED.  Enter Control of the Expiration of the payment of an early termination for from Master Card of the Section 1 in Third Parry Agreements.  9. Will also the card of the Card Card Products (however, Processor also will assist you with any such problems).	occur we will o more detailed Your Payments	lebit your s discussion Acceptance	ettlement funds or Settlement Account. For a regarding Chargebacks see Section 14 of the e Guide or see the applicable provisions of the		Affiliates to obtain financial and credit information regarding your busine and the signers and guarantors of the Agreement until all your obligations us and our Affiliates are satisfied.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.  10. Card Organization Disclosure  Visa and MasterCard Member Bank Information:Wells Fargo Bank N.A.  The Banks mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-11-3.  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 is the only entity approved to extend acceptance of Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.  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 and must provide settlement funds to the merchant.  f) The Bank is responsible for and must provide settlement funds to the merchant.  g) The Bank is responsible for and must provide settlement funds to the merchant.  g) The Bank is responsible for all funds held in reserve that are derived from settlement.  g) The Bank is responsible for all funds held in reserve that are derived from settlement.  g) You may download "Visa Regulations" from MasterCards we hittp://www.mastercard.com/us/merchant/support/rules.html.  you may download "MasterCard Regulations" from MasterCards we hittp://www.mastercard.com/us/merchant/support/rules.html.  you may download "MasterCard Regulations" from MasterCards we hittp://www.mastercard.com/us/merchant/support/rules.html.  you may download "MasterCard Regulations" from MasterCards we hittp://www.mastercard.com/us/merchant/support/rules.html.  you may download "MasterCard Pepulation, Program Terms and Conditions. Upon receipt of a signed	<b>4. If you dispute</b> days of the dat for Card Proc	e any chara te of the sta	<b>ge or funding,</b> you must notify us within 60 tement where the charge or funding appears	σ.	Agreement prior to the expiration of your initial three (3) year term, you we be responsible for the payment of an early termination fee as set forth in Pa IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleChe
Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.  The Bank's mailing address is 1200 Montego, 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 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.  f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).  Print Client's Business Legal Name:  By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [Apogae2004(ia)]   1 consisting of 49 pages [including this Confirmation Page and the applicable Third Party Agreement Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsion riginal of this Confirmation Page by us, Client's Application will be processed.  NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.  Client's Business Principal:  Signature (Please sign below):	5. The Agreeme of the limitation	n of liabilit	y see Section 27, 37.3, and 39.10 of the Card	9.	If you lease equipment from Processor, it is important that you revies Section 1 in Third Party Agreements. Bank is not a party to this Agreement THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATE
Print Client's Business Legal Name:  By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [Apogee2004(ia)] consisting of 49 pages [including this Confirmation Page and the applicable Third Party Agreemed Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsion original of this Confirmation Page by us, Client's Application will be processed.  NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.  Client's Business Principal:  Signature (Please sign below):	<ul> <li>a) The Bank is and Master</li> <li>b) The Bank is and Master information</li> <li>d) The Bank is the mercha</li> <li>e) The Bank is derived from the Bank is derived from the Bank is problems were and the bank is problems.</li> </ul>	s the only e Card produ nust be a pr s responsibl Card rules n may be pr s responsibl nt. s responsibl m settlemer s the ultima vith Visa or	ntity approved to extend acceptance of Visa acts directly to a merchant. rincipal (signer) to the Agreement. de for educating merchants on pertinent Visa with which merchants must comply; but this rovided to you by Processor. de for and must provide settlement funds to the for all funds held in reserve that are not. tte authority should a merchant have any MasterCard products (however, Processor	a b c d e f	<ul> <li>a) Ensure compliance with Cardholder data security and storage requirement</li> <li>b) Maintain fraud and Chargebacks below Card Organization thresholds.</li> <li>c) Review and understand the terms of the Merchant Agreement.</li> <li>d) Comply with Card Organization Rules and applicable law and regulations</li> <li>e) Retain a signed copy of this Disclosure Page.</li> <li>f) You may download "Visa Regulations" from Visa's website at: <a href="https://usa.visa.com/support/merchant.html">https://usa.visa.com/support/merchant.html</a>.</li> <li>g) You may download "MasterCard Regulations" from MasterCard's website</li> </ul>
Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsing original of this Confirmation Page by us, Client's Application will be processed.  NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.  Client's Business Principal: Signature (Please sign below):	Print Client's Bus	siness Leg	al Name:	Merc	chant Processing Application, Program Terms and Conditions [version of the condition of the
Client's Business Principal: Signature (Please sign below):  X	Client further ac	knowledge	es reading and agreeing to all terms in tl	he P	Program Terms and Conditions. Upon receipt of a signed facsimile
Signature (Please sign below):  X	NO ALTERATIO	NS OR ST	FRIKE-OUTS TO THE PROGRAM TERMS	S AN	ND CONDITIONS WILL BE ACCEPTED.
			<del>-</del>		
Date	X				Title
					ride Date

## **Apogee Advantage Club ("AAC")**

## **Equipment Addendum Equipment Order:** Merchant Name: 5YSTEMS Merchant Contact:

APOGEE
PAYMENT

**Equipment provided for AAC to the merchant**:

Merchant Address:

Merchant City, State, ZIP: \_\_\_\_\_

Merchant Phone:

Equipment Type:	Serial #:
Equipment Type:	Serial #:
Equipment Type:	Serial #:

The terms in this addendum are understood to be in addition to those contained in the Merchant Agreement (the "Agreement").

The Merchant hereby agrees to the following terms and conditions:

- AAC Use of Equipment Terms.
  - Merchant agrees that the terminal equipment supplied to it by Apogee Payment Systems (the "Company") is the (a) property of the Company, and must be returned in good and working condition within ten (10) days of the termination of the Agreement. If the terminal equipment is not returned within (10) days of the termination of the Agreement, Merchant shall pay the Company the cost of replacement thereof which is currently \$195.
  - (b) Merchant shall be responsible for any damage to the terminal equipment.
  - Merchant shall indemnify and hold the Company harmless from and against any and all liabilities, losses, claims, (c) damages, disputes, offsets, or claims of any kind in any way related to the possession or use of the terminal equipment.
  - Merchant shall enroll in AAC programs and remain enrolled in the AAC as long as Merchant utilizes the AAC Use (d) of Equipment program. The monthly cost for the AAC program is \$5.50.
  - Merchant will receive free terminal replacements if after trouble shooting the terminal is deemed broken and not (e) caused by the merchant.
  - Upon merchants request they can receive 3 rolls of paper per month, shipped to their location for no charge. (f)

The Agreement remains in full force and effect in all other respects.

## **ACCEPTED & AGREED:**

MERCHANT	
Signature:	
Printed:	
Title:	
Date:	