

## MERCHANT PROCESSING APPLICATION AND AGREEMENT (MPA)

Agent Office (Print) \_\_\_\_\_ Agent Telephone \_\_\_\_\_ Lead No. \_\_\_\_\_  
 Sales Representative (Print) \_\_\_\_\_ Promo Code \_\_\_\_\_ Program Code \_\_\_\_\_

### (1) MERCHANT INFORMATION

Legal Name of Business		DBA (Doing Business As) <i>(only 22 characters including spaces)</i>	
Street Address <i>(Physical Address – No P.O. Boxes)</i>		City	State ZIP
Mailing Address <i>(If different from Street Address)</i>		City	State ZIP
Business Telephone	Business Fax Telephone	Merchant Customer Service Telephone	Age of Business Yrs. Mos.
Merchant E-Mail		Merchant Customer Service E-Mail	
List Type of Business/Products/Services Sold and How <i>(Be specific)</i>		Merchant URL	Authorized Business Rep
Name <i>(as it appears on your income tax return)</i>	Federal Tax ID # <i>(as it appears on your income tax return)</i>	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien <i>(if checked, please attach IRS Form W-8)</i>	

**NOTE:** Failure to provide accurate information may result in a withholding of Merchant funding per IRS regulations. See Part IV, A.3 of your Program Guide for further information.

### (2) OWNERSHIP

**51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application.**

Sole Proprietorship  
  Private Corp.  
  Public Corp.  
  Government (federal/state/local)  
  Medical or Legal Corporation  
  International Org.  
 Partnership  
  Limited Liability Co.  
  Non-Profit Corp.  
  Associations/Estates and Trusts  
  Tax-Exempt Org. (501C)

Principal's Name		Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) <i>(Required)</i>	Social Security No. <i>(Required)</i>	Driver's License No. and State/State Issued ID <i>(Required)</i>		Expiration Date <i>(Required)</i>
Street Address <i>(Physical Address – No P.O. Boxes)</i>		City	State	ZIP
Second Principal's Name		Ownership %	Title	Home Telephone
Date of Birth (mm/dd/yy) <i>(Required)</i>	Social Security No. <i>(Required)</i>	Driver's License No. and State/State Issued ID <i>(Required)</i>		Expiration Date <i>(Required)</i>
Street Address <i>(Physical Address – No P.O. Boxes)</i>		City	State	ZIP

### (3) SETTLEMENT ACCOUNT *(you MUST attach a voided check)*

**We will automatically debit your Settlement Account for any amounts owed to us under the MPA. The Transit Routing Number and Account Number must match the information listed on the voided check.**

Bank Name	Transit Routing Number	Account Number	Telephone	Bank Contact
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### (4) MARKETING METHOD

### (5) EQUIPMENT/SOFTWARE

Combined Estimated Monthly Volume (MC/Visa/Discover® Network) \$ _____ Estimated Monthly Volume (American Express) \$ _____ Typical Ticket/Sales Amount \$ _____ Estimated Highest Ticket/Sales Amount \$ _____	<input type="checkbox"/> NEW EQUIPMENT <input type="checkbox"/> REPROGRAM <input type="checkbox"/> Terminal _____ No. Units _____ <input type="checkbox"/> Printer _____ No. Units _____ <input type="checkbox"/> PIN Pad _____ No. Units _____ <input type="checkbox"/> Other _____ No. Units _____ <input type="checkbox"/> Software Product _____ <input type="checkbox"/> Turnkey/VAR _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> TeleCharge IVR* <input type="checkbox"/> Purchasing Card/Level II	Select Platform: <input type="checkbox"/> CARDnet Platform <input type="checkbox"/> Omaha Platform <input type="checkbox"/> Nashville Platform <input type="checkbox"/> BuyPass Platform  Select Terminal Options: <input type="checkbox"/> Auto-Close? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Retail Tips? <input type="checkbox"/> Yes or <input type="checkbox"/> No <input type="checkbox"/> Restaurant Tips? <input type="checkbox"/> Yes or <input type="checkbox"/> No Debit <input type="checkbox"/> Cash-Back Limit \$ _____
Face to Face _____% Mail Order (MO) _____% Telephone Order (TO) _____% Internet _____% <b>Total 100%</b>	Petroleum Integrated Equipment: <input type="checkbox"/> VeriFone Ruby <input type="checkbox"/> Gas Boy <input type="checkbox"/> Gilbarco <input type="checkbox"/> Other: _____ <input type="checkbox"/> Auto Gas	
Swiped _____% Keyed With Imprint _____% Keyed Without Imprint _____% <b>Total 100%</b>	*Notwithstanding anything to the contrary in the MPA, the term for a TeleCharge Merchant account is month to month.	

**(6) SITE INSPECTION**

- 1. Person/authorized company performing site visitation: \_\_\_\_\_
- 2. Visitation Date: \_\_\_\_\_
- 3. How Many Employees: \_\_\_\_\_
- 4. Location:  Mall  Office  Home  Shopping Area  Mixed  Apartment  Isolated
- 5. Zone:  Business District  Industrial  Residential
- 6. Return Policy:  Full Refund  Exchange Only  None
- 7. Do you have a refund policy for MC/Visa/Discover/American Express Sales?  Yes  No If Yes, check one:  Exchange  Store Credit  MC/Visa/Discover/American Express Credit
- 8. If MC/Visa/Discover/American Express Credit, within how many days do you submit credit transactions?  0-3  4-7  8-14  Over 14
- 9. What is the timeframe from the transaction to delivery of product/service? \_\_\_\_\_% 0-7 days \_\_\_\_\_% 8-14 days \_\_\_\_\_% 15-30 days \_\_\_\_\_% 30+ days

**(7) PROCESSOR**

- 1. Are you now processing or have you ever processed MC/Visa/Discover/American Express?  Yes  No (If yes, attach a previous processor's statement)
- 2. Name of Processor: \_\_\_\_\_
- 3. Have you ever had a payment card processing relationship terminated?  Yes  No (If yes, attach explanation)
- 4. Do you use any third party to store, process or transmit cardholder data?  Yes  No If yes, give name and address: \_\_\_\_\_

**(8) FEE SCHEDULE (Charged by Processor)**

All fees are subject to change as provided below. For further details, read the entire MPA and Program Guide.

DISCOUNT RATES FOR MASTERCARD/VISA/DISCOVER	ADMINISTRATIVE FEES
Acceptance of all MasterCard, Visa and Discover transactions is presumed unless you indicate which service(s) you do not want by checking that service below. (See Section 1.9 of your Program Guide.)	Chargeback Fee for MC/Visa/Discover/American Express \$ <b>30.00</b> <i>(per occurrence)</i>
<input type="checkbox"/> Visa Credit Transactions	Checking Account Change, ACH Reject, and Account Closure fees \$ <b>30.00</b> <i>(per occurrence)</i>
<input type="checkbox"/> Visa Non-PIN Debit Transactions	Compliance Service Fee: <input type="checkbox"/> Monthly <input type="checkbox"/> Annually \$ _____
<input type="checkbox"/> MasterCard Credit Transactions	Early Cancellation Fee:* An amount equal to your Monthly Minimum Fee MC/Visa/Discover/American Express, Monthly Customer Service Fee, and Monthly Account Fee multiplied by the number of months remaining in your initial term, as designated in the Initial Term of Merchant Agreement section of this MPA.
<input type="checkbox"/> MasterCard Non-PIN Debit Transactions	*Not applicable to TeleCharge Merchant accounts.
<input type="checkbox"/> Discover Transactions	MONTHLY FEES
Qualified Rates:	Monthly Minimum Fee for MC/Visa/Discover/American Express \$ _____
Credit _____%	Non-Receipt of PCI Data Validation Fee \$ <b>19.95</b> <i>(only charged after 6 months and each month thereafter if we have not received Merchant's validation of PCI compliance – see glossary for details)</i>
Non-PIN Debit _____%	Monthly Customer Service Fee \$ _____
Mid-Qualified Rates:	Monthly Account Fee \$ _____
Credit Qualified Rate plus _____% + \$ _____	Merchant Statement Fee \$ <b>9.95*</b>
Non-PIN Debit Qualified Rate plus _____% + \$ _____	*TeleCharge Merchants who receive a paper statement will be charged \$5.00 per month. To discontinue your paper statement and to receive your Monthly Settlement Statement exclusively online at no charge, you must register at <a href="http://Mymerchantoffice.com">Mymerchantoffice.com</a> .
Non-Qualified Rates:	AUTHORIZATION, AVS AND BATCH FEES
Credit Qualified Rate plus _____% + \$ _____	Authorization Fee for MasterCard/Visa/Discover \$ _____
Non-PIN Debit Qualified Rate plus _____% + \$ _____	Authorization Fee for American Express* \$ _____
DISCOUNT RATE FOR AMERICAN EXPRESS ONE POINT/FULL SERVICE PROCESSING	Voice Authorization Fee \$ _____
(Merchants with existing American Express or Non-Full Service must complete the American Express section located on page 3.)	AVS Fee (per inquiry) \$ _____
<input type="checkbox"/> Check here to apply	Access Fee \$ <b>0.0269</b>
Discount Rate* _____% + \$ _____	Batch Closure Fee \$ _____
*For Retail and Restaurant Card Not Present Transactions, a 0.30% surcharge will be charged.	Batch Settlement Fee \$ _____
	Cross Border/International Service fees may apply. See Glossary for details.
	<input type="checkbox"/> AMEX Split Dial (Lodging, Auto Rental & Restaurant Only) (Does not apply to full service processing)
	*No AMEX Authorization fee is charged when Split Dial is selected.

**(9) OPTIONAL SERVICES FEE SCHEDULE (Charged by Processor)**

PIN DEBIT	
<input type="checkbox"/> Debit Card	Debit Card Monthly Fee \$ <b>5.00</b> Debit/ATM Transaction Fee \$ _____ (Plus Debit Network Processing Fees)
PETROLEUM	
Pay at the Pump: <input type="checkbox"/> YES <input type="checkbox"/> NO	Voyager Discount Rate <b>3.40</b> % Voyager Authorization Fee \$ _____
	WEX Discount Rate <b>3.50</b> % (charged by Wright Express) WEX Authorization Fee \$ _____
TRANSARMOR	
<input type="checkbox"/> Token & Encryption <input type="checkbox"/> Encryption <input type="checkbox"/> Token \$ _____ (Per Item)	TransArmor Monthly Minimum Fee \$ _____ TransArmor Monthly Fee \$ _____

**(9) OPTIONAL SERVICES FEE SCHEDULE (cont'd)**

**GATEWAY**

Technical Support Name	Technical Support Phone	Technical Support Email
<input type="checkbox"/> Standard Gateway	Monthly Gateway Fee \$ _____	Gateway Transaction Fee \$ _____
<input type="checkbox"/> Fraud FlexDetect	\$ _____	\$ _____

**CART**

**WIRELESS ACCESS**

LinkPointCart Fee: \$ _____	No. Units: _____	Monthly Wireless Access Fee: \$ _____	No. Units: _____
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**ELECTRONIC BENEFITS TRANSFER (EBT)**

<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Cash Benefit	FNS No.: _____	<input type="checkbox"/> Dial-Up	<input type="checkbox"/> Wireless
EBT Auth Fee: \$ _____	Balance Inquiry Fee: \$ _____	EBT Transaction Fee: \$ _____		

**OTHER ENTITLEMENTS**

**AMERICAN EXPRESS (Existing or Non-Full Service) (Charged on American Express Statement)**

Initials: _____	<input type="checkbox"/> New (Non-Full Service)	<input type="checkbox"/> Existing	Existing AMEX Merchant No. _____	Cap No. _____
Annual Volume \$ _____	Estimated Average Ticket \$ _____	Franchise Name: _____		
AMEX Monthly Fee \$ <b>7.95</b>	AMEX Discount Rate* _____ % + \$ _____			

\*For Retail and Restaurant Card Not Present Transactions, a 0.30% surcharge will be charged.

**EXISTING DISCOVER NETWORK**

Existing Discover Number _____	Franchise Number _____
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**(10) SPECIAL REQUESTS**

**(11) INITIAL TERM OF MERCHANT AGREEMENT**

Length of Initial Term: \_\_\_\_\_ year(s) \_\_\_\_\_ month(s) \_\_\_\_\_ (Init.)

**(12) THIRD PARTY AGREEMENTS**

**FIRST DATA GLOBAL LEASING**

Lease Company: First Data Global Leasing      Lease Term: \_\_\_\_\_ mos      Annual Tax Handling Fee: \$ **10.20**

Total Monthly Lease Charge: \$ \_\_\_\_\_ w/o taxes, late fees, or other charges that may apply – See the Equipment Lease Agreement Section of your Program Guide for details.

**This is a non-cancellable lease for the full term indicated. First Data Global Leasing will automatically debit the Settlement Account identified on page 1 for all amounts owing under the lease.**

The equipment/products to be leased are referenced in the Equipment/Software section of this MPA, located on page 1.      **(Merchant's initials: \_\_\_\_\_)**

**TELECHECK®**

**ECA & CHECK WARRANTY**

<input type="checkbox"/> ECA® Check Warranty	<input type="checkbox"/> Check Warranty	<input type="checkbox"/> Other: _____
Monthly Minimum Fee \$ _____	Inquiry Rate _____ %	Charge per Transaction \$ _____
Monthly Processing Fee \$ _____	Warranty Maximum* \$ _____	Setup Fee \$ _____
Custom Requested Operator Call \$ <b>2.50</b>	Recovery Processing Fee \$ <b>5.00</b>	Flat Fee \$ _____
Warranty Research Fee \$ <b>7.50</b>	Other: \$ _____	ECA Correction Fee \$ <b>5.00</b>
		December Risk Surcharge <b>0.10</b> %
		ECA Chargeback Fee \$ <b>5.00</b>
		Other: \$ _____

Daily \$ **15.00**

Weekly \$ **10.00**

Monthly (Included at No Charge)

**TELEPHONE ACCEPTANCE SERVICE (TAS)**

<input type="checkbox"/> Warranty	<input type="checkbox"/> Verification	Monthly Check Volume \$ _____	Average Dollar Amount \$ _____	# of Websites/Call Centers: _____
Setup Fee \$ _____	Discount Rate _____ %	Transaction Fee \$ _____	Monthly Processing Fee \$ _____	Monthly Minimum Fee \$ _____
Order Confirmation Letter Fee* (TAS only) \$ <b>0.60</b>	Corporate check processing service add-on selected? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> *Opt-Out: Subscriber agrees to send written confirmation to consumer per NACHA.				Maximum Warranty (TAS): \$ <b>1,000.00</b>

**INTERNET ACCEPTANCE SERVICE (IAS)**

<input type="checkbox"/> Warranty	<input type="checkbox"/> Verification	Monthly Check Volume \$ _____	Average Dollar Amount \$ _____	# of Websites/Call Centers: _____
Setup Fee \$ _____	Discount Rate _____ %	Transaction Fee \$ _____	Monthly Processing Fee \$ _____	Monthly Minimum Fee \$ _____
Corporate check processing service add-on selected? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<input type="checkbox"/> *Opt-Out: Subscriber agrees to send written confirmation to consumer per NACHA.				Maximum Warranty (IAS): \$ <b>1,000.00</b>

(12) THIRD PARTY AGREEMENTS (cont'd)

ADDITIONAL TELECHECK INFORMATION (Required for all TeleCheck Services)

Merchant: 1. Is a publicly traded corporation. 2. Is a subsidiary of a publicly traded corporation. 3. Is federally-insured. 4. Is a government entity. 5. Sells anti-telemarketing devices. 6. Sells "credit enhancements" services/products. 7. Sells identity theft protection services/products. 8. Sells services/products that facilitate the obtaining of grant. 9. Has annual revenues of \$ \_\_\_\_\_. 10. Has been the subject of a law enforcement or government investigation. (If yes, please explain) 11. Has had any state-issued or business license revoked. (If yes, please explain) 12. Has used another TEL Processor within the past two (2) years. (If yes, please explain why Company is now seeking the services of another TEL Processor) 13. Obtains \_\_\_\_\_% of annual revenues from sales solicitations initiated by Company via telephone, fax or e-mail to customers for which the Company has had no existing relationship with for the past two (2) years. 14. Describe Company's specific type of business and product lines for the past two (2) years:

Term and Termination. TeleCheck will provide the TeleCheck Services selected in the TeleCheck Application for an initial term of twelve (12) months from the effective date. Thereafter, the TeleCheck Services shall automatically renew for successive 12-month terms until terminated as provided for in the TeleCheck Service Agreement. Damages. Upon your breach or unauthorized termination of the TeleCheck Services, TeleCheck shall be entitled to recover from you liquidated damages in an amount equal to ninety percent (90%) of the total aggregate charges payable for the unexpired portion of the then-current term of the TeleCheck Services. Payment. All fees and charges are due upon receipt. You authorize TeleCheck to debit from your financial institution account as provided to TeleCheck by you, all payments and other amounts owed. You agree to pay TeleCheck a \$25.00 fee for any check or ACH debit that is not paid by your financial institution upon presentation. \*Warranty maximum for ECA is \$20,000; Check Warranty is face value of check; Grocery and Convenience Vertical Market program is \$100.

(13) SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true and correct and that Client has received a copy of the Program Guide and Confirmation Page (version fdis0610), which is part of this MPA (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 4, Marketing Method 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, TeleCheck/TRS Services 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, TeleCheck/TRS Services Agreement, and/or "You" and "Your" for the purposes of the American Express Card Acceptance Agreement. Client authorizes First Data Independent Sales ("FDIS") 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 named in this MPA. Client authorizes FDIS 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.

By selecting "I Agree" 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 FDIS 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 FDIS 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 the Agreement and materials welcoming it, either to AXP's program for FDIS 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 FDIS 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 FDIS 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.

I agree that if I process Card transactions, I will comply with the Program Guide for all transactions I process. The current Program Guide is available online at www.firstdata.com/fdis/Merchants/Operatingprocedures/fdis0610.pdf.

I understand that I also may request a copy of the Program Guide from my sales representative at any time. I further understand that a sample copy of this MPA (version number c0610wall) is available for me to view or copy online at www.firstdata.com/fdis/Merchants/Agreement/c0610wall.pdf. I further understand that no strikeouts, interlineations, additions or modifications to this preprinted MPA may be made and that this MPA may be transmitted to or from Processor and/or retained electronically by Processor, which will constitute an original.

Client agrees to all the terms of this MPA. This MPA shall not take effect until Client has been approved and this Agreement has been accepted by FDIS and Bank.

Print Name of Principal or Corporate Officer X Signature (Title) Date
Print Name of Principal or Corporate Officer X Signature (Title) Date

Personal Guaranty: The undersigned guarantees to FDIS and Bank the performance of this Agreement, the American Express Card Acceptance Agreement, and First Data Global Leasing, and TeleCheck/TRS Services Agreement, 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. FDIS 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 FDIS and Bank. The term of this guarantee shall be for the duration of the MPA, the American Express Card Acceptance Agreement, and First Data Global Leasing, and TeleCheck/TRS Services Agreement, if applicable and any addendum thereto, and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof, though enforcement may be sought subsequent to any termination.

Print Name of Personal Guarantor X Signature, as an individual (No Title) Date
Print Name of Personal Guarantor X Signature, as an individual (No Title) Date

Cardservice International, Inc., d/b/a First Data Independent Sales, on behalf of itself and on behalf of Wells Fargo Bank, N.A. (for Visa and MasterCard transactions)

Signature X For internal use only: SIC/MCC Code \_\_\_\_\_