

# MERCHANT APPLICATION AND AGREEMENT

## PARTIES AND SERVICES

| INTERNAL USE ONLY    |       |          |                                  |  |
|----------------------|-------|----------|----------------------------------|--|
| MERCHANT #           |       | MCC      | REFERRAL SOURCE/ASSOCIATION NAME |  |
| AGENT #              |       | CORP #   | CHAIN #                          |  |
| SALES REPRESENTATIVE | PHONE | SALES ID | REFERRAL #                       |  |

**ESTIMATED DATE OF FIRST CREDIT CARD ACCEPTANCE:** \_\_\_\_\_ **CARD ACCEPTANCE REQUESTED:**  CREDIT ONLY  DEBIT ONLY  CREDIT and DEBIT

| MERCHANT INFORMATION*  |                               |   |  |  |
|--|-------------------------------|---|--|--|
| BUSINESS LEGAL NAME  |                               |   | IS YOUR BUSINESS SEASONAL?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |  |
| MAILING/BILLING ADDRESS  |                               | CITY  | STATE  | ZIP  |
| PHONE  | DBA FAX #**<br>LEGAL FAX #**  | TAX ID #  | TOTAL # OF LOCATIONS   |  |
| MERCHANT "DOING BUSINESS AS" NAME  |                               | BUSINESS START DATE (MONTH/YEAR)  | HOW LONG AT THIS LOCATION?   |  |
| LOCATION ADDRESS (No P.O. Box)   |                               | CITY  | STATE  | ZIP  |
| PHONE  | PRIMARY MERCHANT CONTACT NAME | E-MAIL ADDRESS**  |  |  |
| <b>TYPE OF OWNERSHIP:</b> <input type="checkbox"/> SOLE OWNERSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> LLC <input type="checkbox"/> PUBLIC CORP <input type="checkbox"/> PRIVATE CORP <input type="checkbox"/> GOVT. CORP <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER   |                               |   |  |  |
| <b>TYPE OF BUSINESS:</b> <input type="checkbox"/> RETAIL <input type="checkbox"/> WHOLESALE <input type="checkbox"/> RESTAURANT <input type="checkbox"/> LODGING <input type="checkbox"/> MAIL ORDER <input type="checkbox"/> TELEPHONE ORDER <input type="checkbox"/> CONVENIENCE STORE<br><input type="checkbox"/> CONVENIENCE STORE WITH GAS <input type="checkbox"/> INTERNET <input type="checkbox"/> BUSINESS TO BUSINESS <input type="checkbox"/> HOME-BASED <input type="checkbox"/> OTHER |                               |   |  |  |
| LIST ALL WEBSITE ADDRESSES:  |                               |   |  |  |
| DESCRIBE THE MERCHANDISE SOLD OR SERVICE PROVIDED  |                               |   |  |  |
| <b>CHECK METHOD OF ADVERTISING AND INCLUDE ANY MATERIALS:</b> <input type="checkbox"/> YELLOW PAGES AD <input type="checkbox"/> CATALOG <input type="checkbox"/> DIRECT MAIL — LETTER/BROCHURE <input type="checkbox"/> TV/RADIO<br><input type="checkbox"/> TELEPHONE/TELEMARKETING <input type="checkbox"/> NEWSPAPER/MAGAZINE ADVERTISEMENT <input type="checkbox"/> REFERRAL <input type="checkbox"/> INTERNET/E-MAIL  |                               |   |  |  |
| MAIL/FAX CHARGEBACK/RETRIEVALS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE  |                               |   | <input type="checkbox"/> RECON SOLUTIONS   |  |
| DELIVER STATEMENTS TO: <input type="checkbox"/> OUTLET <input type="checkbox"/> CORPORATE  |                               | DELIVER BY: <input type="checkbox"/> MAIL <input type="checkbox"/> E-MAIL** _____ |  | <input type="checkbox"/> OUTLET <input type="checkbox"/> CHAIN |
| AMERICAN EXPRESS MERCHANT #  |                               | DISCOVER MERCHANT #   |  |  |
| EQUIPMENT TYPE: <input type="checkbox"/> RENT <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE <input type="checkbox"/> REPROGRAM <input type="checkbox"/> SOFTWARE CODING ONLY: _____   |                               |   |  |  |

**LEASE COMPANY: (04) First Data Global Leasing      Lease Term: \_\_\_\_\_ Months      Annual Tax Handling Fee: \$10.20**  
**Total monthly lease charge: \$ \_\_\_\_\_ w/o taxes, late fees, or other charges that may apply —**  
**See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated.**

| SALES DEPOSIT & REFUND POLICY   |  |  |  |  |
|---|--|--|--|--|
| % ANNUAL CREDIT CARD SALES GENERATED BY: [MAIL/PHONE %] [INTERNET %] [CARD SWIPE %] [HAND-KEYED ITEMS FACE-TO-FACE %] TOTAL = 100%  |  |  |  |  |
| PERCENTAGE OF CUSTOMER ORDERS DELIVERED IN: [0 DAYS %] [1-7 DAYS %] [8-14 DAYS %] [15-30 DAYS %] [MORE THAN 30 DAYS %] TOTAL = 100%   |  |  |  |  |
| NUMBER OF DAYS TO PREPARE SHIPMENTS FOR DELIVERY TO CUSTOMER FROM DATE OF ORDER: _____  |  |  |  |  |
| ARE CUSTOMERS REQUIRED TO PROVIDE A DEPOSIT? <input type="checkbox"/> YES <input type="checkbox"/> NO      IF A DEPOSIT IS REQUIRED, WHAT PERCENT OF THE TOTAL SALE IS REQUIRED? %                  |  |  |  |  |
| MC/VISA/DISCOVER NETWORK® SALES ARE DEPOSITED (CHECK ONE): <input type="checkbox"/> AT DATE OF ORDER <input type="checkbox"/> AT DATE OF DELIVERY <input type="checkbox"/> OTHER                    |  |  |  |  |
| DO YOU HAVE A REFUND POLICY FOR YOUR MASTERCARD/VISA/DISCOVER NETWORK SALES? <input type="checkbox"/> YES <input type="checkbox"/> NO   |  |  |  |  |
| CHECK THE APPLICABLE REFUND POLICY: <input type="checkbox"/> EXCHANGE <input type="checkbox"/> STORE CREDIT <input type="checkbox"/> MC/VISA CREDIT <input type="checkbox"/> OTHER                  |  |  |  |  |
| IF MC/VISA/DISCOVER NETWORK CREDIT, WITHIN HOW MANY DAYS DO YOU DEPOSIT CREDIT TRANSACTIONS? <input type="checkbox"/> 0-3 DAYS <input type="checkbox"/> 4-7 DAYS <input type="checkbox"/> 8-14 DAYS |  |  |  |  |
| WHAT % OF PRODUCT/SERVICE DOES CUSTOMER RECEIVE AT TIME OF PURCHASE: %  |  |  |  |  |

| OWNERS/OFFICERS*   |                   |               |                           |       |
|--|-------------------|---------------|---------------------------|-------|
| (List the two owners with the largest share of ownership. Information on the individual(s) signing the application is needed below.) |                   |               |                           |       |
| 1. NAME  |                   | TITLE         | PERCENT OF OWNERSHIP<br>% |       |
| RESIDENCE ADDRESS  |                   | CITY          | STATE                     | ZIP   |
| HOME TELEPHONE   | SOCIAL SECURITY # | DATE OF BIRTH | DRIVER'S LICENSE #        | STATE |
| 2. NAME  |                   | TITLE         | PERCENT OF OWNERSHIP<br>% |       |
| RESIDENCE ADDRESS  |                   | CITY          | STATE                     | ZIP   |
| HOME TELEPHONE   | SOCIAL SECURITY # | DATE OF BIRTH | DRIVER'S LICENSE #        | STATE |
| COMPANY PRESIDENT  |                   | COMPANY CFO   |                           |       |

| CREDIT INFORMATION    |                                |                        |                                 |             |
|-----------------------|--------------------------------|------------------------|---------------------------------|-------------|
| ANNUAL VISA/MC VOLUME | ANNUAL DISCOVER NETWORK VOLUME | AVERAGE VISA/MC TICKET | AVERAGE DISCOVER NETWORK TICKET | TOTAL SALES |

\* Federal regulations require that we collect information to verify customer identity and that we retain this information in our records.

\*\*By providing us your fax number and e-mail address, you agree that we may fax and/or email information to you from time to time regarding our products and services, and third party products and services which may be of interest to you.

| <b>MAIL OR TELEPHONE ORDER SALES</b>   |       |  |   |                |
|--|-------|--|---|----------------|
| (Complete if your sales are generated by mail, telephone or Internet orders, or if your product is not delivered at the point of sale.)                            |       |  |   |                |
| NAME OF FULFILLMENT HOUSE (IF ANY)   |       | DELIVERY TIME FRAME                                  | IF USING A FULFILLMENT HOUSE, WHO OWNS THE MAJORITY OF THE INVENTORY?<br><input type="checkbox"/> MERCHANT <input type="checkbox"/> FULFILLMENT HOUSE |                |
| FULFILLMENT HOUSE — STREET ADDRESS   |       | CITY   | STATE   | ZIP            |
| <b>BANK REFERENCES (attach separate sheet with trade references if applicable)</b>   |       |  |   |                |
| BANK NAME (Please attach preprinted voided check.)   |       | TRANSIT ROUTING # (ABA #)                            |   | ACCOUNT NUMBER |
| ADDRESS  |       | CITY   | STATE   | ZIP            |
| <b>IF THE MERCHANT HAS PREVIOUSLY ACCEPTED CREDIT CARDS, THE LAST 3 MONTHS* MERCHANT STATEMENTS MUST BE PROVIDED</b>   |       |  |   |                |
| CURRENT CREDIT CARD PROCESSING BANK, IF APPLICABLE   |       | REASON FOR LEAVING CURRENT PROCESSOR (IF APPLICABLE) |   |                |
| BANK OR PROCESSOR NAME:  |       | CONTACT  |   | PHONE          |
| CITY   | STATE | ZIP  |   |                |
| HAVE ANY OF THE PRINCIPALS EVER FILED FOR BANKRUPTCY? FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE: |       |  |   |                |
| SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, STATE: CHAPTER FILED: DATE:  |       |  |   |                |
| HAVE ANY OF THE PRINCIPALS EVER MANAGED OR OWNED ANOTHER BUSINESS THAT ACCEPTED CREDIT CARDS?  |       |  |   |                |
| FIRST PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE   |       |  |   |                |
| SECOND PRINCIPAL <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, BUSINESS NAME: CITY/STATE  |       |  |   |                |

THIS MERCHANT APPLICATION AND AGREEMENT (this "Agreement") is entered into by and between First Data Services, LLC ("FDS"), for itself and on behalf of Wells Fargo Bank, N.A. and the Merchant identified in this Agreement. Under the terms of this Agreement, FDS will be the sole provider to Merchant of the services necessary to authorize, process and settle all of Merchant's credit and debit card transactions set forth in Schedule A to this Agreement. If a third party referred you to us for the services provided under this Agreement, such third party may be party to the Agreement, but has no rights with respect to Merchant except as provided in such third party's agreement with us.

**FOR MERCHANT AND INDIVIDUAL GUARANTORS:** As the person signing below on behalf of the business designated on the above Application ("Merchant"), I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this Merchant Application and Agreement on behalf of the Merchant. Merchant and each guarantor signing below ("Guarantor") hereby acknowledge that they have each received and read (1) Terms and Conditions for Merchant Agreement, (2) Schedule A (Pricing) and (3) the Operating Guides – Retail and Mail Order/ Telephone Order/ Internet Transactions. Merchant agrees to be bound by the terms and conditions contained in those documents, and each Guarantor hereby agrees to be bound as a Guarantor of the Merchant's obligations under this agreement, according to the Personal Guaranty contained in the Terms and Conditions for Merchant Agreement. Merchant hereby authorizes FDS to credit and debit Merchant's designated bank account(s) in accordance with this Agreement. Merchant represents and warrants that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to FDS. Merchant understands that the application fee is non-refundable. Merchant, each Owner/Officer and each Guarantor hereby authorizes and agrees that FDS, or its designee, may investigate and verify the credit and financial information of Merchant, each Owner/Officer and any individual Guarantor and may obtain consumer and commercial credit reports on the Guarantors, Owners/Officers and Merchant from time to time. If the Application is approved, subsequent consumer and business credit reports may be required or used in connection with the maintenance, updating, renewal or extension of the Agreement. The Merchant, Owners/Officers and each Guarantor agrees that all business references, including banks, may release any and all credit and financial information to FDS. ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS MERCHANT APPLICATION AND LEGAL AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND AT FDS' SOLE DISCRETION, MAY RENDER THIS MERCHANT APPLICATION INVALID.

**MERCHANT:**

BUSINESS LEGAL NAME \_\_\_\_\_

By: \_\_\_\_\_  
Individual Signature (#1 from Application)

By: \_\_\_\_\_  
Individual Signature (#2 from Application)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Individual Name: \_\_\_\_\_

Print Individual Name: \_\_\_\_\_

**GUARANTORS:**

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Individual Signature

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Print Guarantor Name: \_\_\_\_\_ Date: \_\_\_\_\_

**For FDS to request an American Express Number on behalf of the merchant through the AMEX ESA Program:** 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 First Data Services, LLC ("FDS") 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 FDS 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 FDS 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 FDS 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.

**For FDS to request a Discover Number on behalf of the merchant through the Discover Program:** Client acknowledges that by accepting a Discover card for payment, Client agrees to the terms and conditions of Discover Business Services ("Discover"). Such terms and conditions will be sent to Client by Discover.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ AMEX Volume: \_\_\_\_\_ Rate / Monthly Fee: \_\_\_\_\_

**APPROVED:**

**First Data Services, LLC, for itself and on behalf of Wells Fargo Bank, N.A.**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_