

MERCHANT PROCESSING APPLICATION AND AGREEMENT



Sales Office _____ Print Sales Rep Name _____ Sales ID# _____

Merchant Number _____ Sales Rep. Signature _____ Phone #: _____

1. BUSINESS INFORMATION

Business Name (DBA): _____			
Corporate/Legal Name: _____		Federal Tax ID / SSN: _____	
Business Address: _____		City: _____	State: _____ Zip: _____
Location Phone #: _____	Location Fax #: _____	Email Address: _____	
Contact Name: _____		Date Business Started: _____	
Business Type:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporations <input type="checkbox"/> LLC		State Filed: _____

Detailed Explanation of Type of Merchandise, Products or Services Sold:

2. COMPANY HISTORY

Date Business Started: _____	Prior Bankruptcies? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Business and / or <input type="checkbox"/> Personal
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OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1			OWNER / PARTNER / OFFICER 2		
Name: (First, MI, Last)		% Ownership:	Name: (First, MI, Last)		% Ownership:
Title:			Title:		
Home Address: (No P.O. Box)			Home Address: (No P.O. Box)		
City:	State:	Zip:	City:	State:	Zip:
Telephone #:		Social Security:	Telephone #:		Social Security:
D.O.B.:	DL #:	State:	D.O.B.:	DL #:	State:

3. SETTLEMENT INFORMATION

Deposit Bank: _____	Bank Contact: _____
Transit / ABA #: _____	Deposit Account #: _____

4. EQUIPMENT INFORMATION

Terminal: _____	QTY: _____	PIN Pad: _____
Dial or IP Processing: _____	Tips: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Auto Close Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	Time Zones: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern	
EBT: _____	Cashback: <input type="checkbox"/> YES <input type="checkbox"/> NO	

Merchant Initials: _____

5. TYPE OF CARDS ACCEPTED

Debit: <input type="checkbox"/> YES <input type="checkbox"/> NO	Voyager: <input type="checkbox"/> YES <input type="checkbox"/> NO	Visa / Mastercard / Discover: <input type="checkbox"/> YES <input type="checkbox"/> NO
WEX / Fleet One: <input type="checkbox"/> YES <input type="checkbox"/> NO	AMEX: <input type="checkbox"/> YES <input type="checkbox"/> NO	(EBT) FNS / Cash Only:

6. PRICING

Credit Credit Teired: Q _____ % M-Q _____ % N-Q _____ %	Interchange Plus: _____ %
Debit Debit: _____ Flat	IC Plus: _____ %
Others Statement Fee:	Transaction Fee: EBT Fee: WEX Tranx Fee: Batch Fee:
Monthly Card Sales:	Monthly Total Sales: (Cash Included)
Monthly Amex Sales:	High Ticket: Average Ticket:

Comments:

Fleet

WEX: Other Item Rate \$ _____ (per item) **Voyager:** Qual _____ % Other Item Rate \$ _____ (per item)

7. SIGNATURE(S)

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 1-10), 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 Services 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 TeleCheck Services 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 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.

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 Merchant Services Corporation (FDMS) 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 from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDMS and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how AXP's protects your privacy and how AXP uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I understand that upon AXP's approval of the Application, as applicable, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for FDMS 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 FDMS servicing program that 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 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 _____	Signature X _____
Print Name of Signer _____	Date _____	Print Name of Signer _____
Signature X _____	Title _____	Title _____ Date _____
Print Name of Signer _____	Date _____	

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____

Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services Corporation, Wells Fargo Bank, N.A. and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Services 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 Signature **X** _____ Print Name: _____ Date _____

Personal Guarantee Signature **X** _____ Print Name: _____ Date _____

Accepted By First Data Merchant Services Corporation **Wells Fargo Bank, N.A., 1200 Montego, Walnut Creek, CA 94598**

Signature X _____	Signature X _____	Signature X _____
Title _____	Title _____	Title _____
Date _____	Date _____	Date _____