



MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship _____ Association _____
 Sales Rep Name _____ Application Date _____

Next Generation Bank Card Solutions

1. GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION 3. BUSINESS STRUCTURE Page 1 of 4

| | | | | | |
|---|-------|----------------------------------|--|-------|-----------------------|
| Client's Business Name (Doing Business As) | | | Client's Corporate/Legal Name (Must match IRS income tax filing) | | |
| Location Address | | | Corporate Address (If Different Than Location) | | |
| City | State | Zip | City | State | Zip |
| Location Phone | | Location Fax | Contact Name | | Contact Phone |
| Customer Service Phone | | Prior Security Breach? Yes No | Business Email | | D&B# |
| Business Website Address | | | Fed Tax ID # (Must match IRS income tax filing) | | Tax Type |
| Multiple locations? Yes No if Yes, enter # of locations _____ | | | Tax Filing Name | | |
| Additional location to existing MID Send retrieval/chargeback requests to Corporate Address | | | Location Address | | Date Business Started |
| Send monthly merchant statements to | | | Corporate Address | | Location Address |
| Sole Prop Partnership LLC/LLP C Corp S Corp Govt. (Local/State/Federal) 501c/Tax Ex. State Filing: _____ | | | Do Not Mail | | |
| <input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.) | | | NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.3 of your Program Guide for further information.) | | |

4. OWNERS/PARTNERS/OFFICERS 5. TRADE REFERENCE

| OWNER/PARTNER/OFFICER 1 | | OWNER/PARTNER/OFFICER 2 | | TRADE REFERENCE | |
|----------------------------|---------------|--------------------------|---------------|------------------------|-----------|
| Name | | Name | | Business Name | |
| Title | % Ownership | Title | % Ownership | Business Address | |
| Home Address | | Home Address | | City | State Zip |
| City | State Zip | City | State Zip | Contact | |
| Telephone | | Telephone | | Telephone | |
| Social Security # | Date of Birth | Social Security # | Date of Birth | Account # | |
| Email Address | | Email Address | | | |
| Prior Bankruptcies? Yes No | | Business and/or Personal | | Date Discharged: _____ | |

6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION (see Section 9 American Express)

| | | | | | | | | |
|--|--|-----------|------------|---------------------------------|-----------|----------------------------|--------------------|------------|
| Business Type: | | Retail | Restaurant | Mail/Telephone Order | Internet | Lodging | Supermarket | Government |
| | | Petroleum | Utilities | Healthcare | Education | QSR | Charity/Non Profit | B2B Other |
| Requested Monthly Payment Card Volume _____ | | | | Card Present Swiped _____ % | | Sales to Consumers _____ % | | |
| Requested Average Payment Card Ticket _____ | | | | Card Present Not Swiped _____ % | | Sales to Business _____ % | | |
| Requested Highest Payment Card Ticket _____ | | | | MOTO _____ % | | Sales to Govt. _____ % | | |
| Seasonal Merchant? Yes No (check open months if yes) | | | | Internet (Ecommerce) _____ % | | Days to Delivery _____ | | |
| J F M A M J J A S O N D | | | | Previous Processor | | | | |
| | | | | Reason For Leaving | | | | |
| Description of products or services sold | | | | | | | | |
| Describe your return policy | | | | | | | | |

8. BANKING ACCOUNT INFORMATION

| | | | | | | |
|-----------------------|--|------------|----------|---------|-------------|------------|
| Deposit Bank Name | | Routing# | Account# | | ACH Method: | |
| Bank Address Location | | Bank Phone | Checking | Savings | Combined | Individual |

9. SERVICE ACCEPTANCE AND FEE SCHEDULE

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

| Visa Credit | Visa Non-PIN Debit | MasterCard Credit | MasterCard Non-PIN Debit | Discover Network | American Express Credit | PIN Debit |
|--|--------------------|-------------------|--------------------------|--|-------------------------|-----------|
| Select VI/MC/Discover Network Discount Plan: (Based on Gross Sales Volume) Tiered Basic Flat Rate Pass Through I/C Enhanced Recover Reduction (ERR) | | | | Discount Payment Method: Daily Monthly Assessments: Included Bill Separately (If Pass Through I/C - Assessments MUST Bill Separately) | | |
| Select PinDebit Discount Plan: Pin Debit Network Fee Pass-through + _____ % Markup | | | | Brand Fees: Included Bill Separately (If Pass Through I/C - Brand Fees MUST Bill Separately) | | |

Discount Fees

| QUALIFICATION | DISC. FEE (%) | PER ITEM (\$) | QUALIFICATION | DISC. FEE (%) | PER ITEM (\$) | QUALIFICATION | DISC. FEE (%) | PER ITEM (\$) |
|---------------------------|---------------|---------------|---------------------------|---------------|---------------|---------------------------|---------------|---------------|
| MasterCard | | | Visa | | | Discover Network | | |
| Credit Qual | | | Credit Qual | | | Credit Qual | | |
| Credit Mid-Qual | | | Credit Mid-Qual | | | Credit Mid-Qual | | |
| Credit Non-Qual | | | Credit Non-Qual | | | Credit Non-Qual | | |
| CheckCard Qual | | | CheckCard Qual | | | CheckCard Qual | | |
| CheckCard Mid-Qual | | | CheckCard Mid-Qual | | | CheckCard Mid-Qual | | |
| CheckCard Non-Qual | | | CheckCard Non-Qual | | | CheckCard Non-Qual | | |
| Credit Pass Through IC | | | Credit Pass Through IC | | | Credit Pass Through IC | | |
| CheckCard Pass Through IC | | | CheckCard Pass Through IC | | | CheckCard Pass Through IC | | |
| ERR | | | ERR | | | ERR | | |

Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.

American Express

| OptBlueSM | | | Amex Direct | | |
|-----------------------------|---------------|---------------|---|-------|---|
| QUALIFICATION | DISC. FEE (%) | PER ITEM (\$) | OptBlue SM Monthly Card Volume | _____ | Order New Use Existing |
| Credit Qual | | | OptBlue SM Average Card Ticket | _____ | CAP # _____ |
| Credit Mid-Qual | | | OptBlue SM Highest Card Ticket | _____ | |
| Credit Non-Qual | | | SE # | _____ | Existing SE # _____ |
| Credit Pass Through IC | | | Select OptBlue SM Discount Plan: | | |
| ERR | | | Tiered Basic Flat Rate | | Monthly flat fee of \$7.95 or Discount Rate may apply |
| | | | Pass Through I/C | | |
| | | | Enhanced Recover Reduction (ERR) | | |

Fee applies to all American Express Programs.
 **0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.
 An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

Authorization Fees

Monthly Fees

| | | | | | | | |
|--------------------------|-------|---------------------|-------|-------------------------|---------------|---------------------|-------|
| Visa/MC/Discover Network | _____ | Electronic AVS | _____ | Monthly Minimum | _____ | Industry Compliance | _____ |
| Amex/Fleet/Other | _____ | Voice Authorization | _____ | Wireless Fee | _____ | Monthly Service Fee | _____ |
| Pin Debit Authorization | _____ | Voice AVS | _____ | PIN Debit Fee | _____ | | |
| EBT Authorization | _____ | | | Industry Non-Compliance | Up to \$14.95 | | |

Miscellaneous Fees

MX Merchant Fees

| | | | | | | | |
|---|------------------------|-----------------------|------------------------|----------------------------|-----------|------------|------|
| Sales Transaction Fee (All card types) | _____ (per item) | Chargeback Fee | _____ (per occurrence) | MX Merchant Monthly Fee | _____ | | |
| Return Transaction Fee (All card types) | _____ (per item) | Retrieval Fee | _____ (per occurrence) | MX Merchant Plan | Reporting | Basic | Plus |
| Batch Fee | _____ (per item) | Annual Fee | _____ | | Premium | Enterprise | |
| ACH Reject Fee | _____ (per occurrence) | Annual Fee Bill Month | _____ | MX Gateway Transaction Fee | _____ | | |
| | | | | Bill to | Statement | Separate | |

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a _____ early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

| | | | | | | | | |
|-------------------------|-----|----|--|-----|----|--------------------------------------|-----|----|
| Accept EBT | Yes | No | Order Voyager | Yes | No | Order ACH/Check Services | Yes | No |
| Accept EBT Cash Benefit | Yes | No | Order Wright Express | Yes | No | (Must attach addendum with app copy) | | |
| | | | (Must attach Wright Express application and Debranding letter with app copy) | | | Order Gift Card | Yes | No |
| | | | | | | (Must attach addendum with app copy) | | |

11a. EQUIPMENT / PROCESSING METHOD

| | | | | | | | |
|-----------------------------|--------|---------------|---------------------------------|-------------------|---------------------------------|--|---------------------|
| Application Type | Retail | Retail w/ Tip | MOTO | Restaurant w/ Tip | Quick Serve Restaurant (no tip) | Hotel | Auto Rental |
| Terminal Features | Yes | No | | Yes | No | Yes | No |
| Fraud Check (last 4-digits) | | | Purchasing Card | | | Invoice/Purchase Order # | |
| AVS + CVV2 | | | Server/Clerk # | | | Auto Close Y N | If yes, time? _____ |
| IP Connection? | Yes | No | If yes, Terminal Serial _____ | | | Special Requests (Multi-Mid, Dial 9, etc): _____ | |
| Wireless? | Yes | No | Wireless Info: MAN/Serial _____ | | | SIM Card Number _____ | |

| TYPE OF EQUIPMENT | PRODUCT NAME | QUANTITY | DEPLOYMENT |
|------------------------------|--------------|----------|--|
| Terminal Pinpad Printer VAR* | | | Existing Agent New Order (attach order form) |
| Terminal Pinpad Printer VAR* | | | Existing Agent New Order (attach order form) |
| Terminal Pinpad Printer VAR* | | | Existing Agent New Order (attach order form) |
| Terminal Pinpad Printer VAR* | | | Existing Agent New Order (attach order form) |

***Manufacturer/product/version of PC/Internet Software**

Do you use any third party to store, process, or transmit cardholder data? Yes No

If yes, give name/address: _____

ORDER LEASE Lease Company _____ Lease Term ____ Mos. Annual Tax Handling Fee **\$10.20**

Total Monthly Lease Charge _____ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.

This is a NON-CANCELLABLE lease for the full term indicated Client's initials: _____

11b. CARD NOT PRESENT INFORMATION

If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.

- Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.
- If Internet, please check your type of business:

| | | | | |
|-------------------------|---------------------|--------------------|--------------|--------------------------|
| Web Hosting | Domain Registration | Web page Design | Auction | Internet Service Gateway |
| Selling Digital Service | Advertisement | Selling Hard Goods | Other: _____ | |

If using the Internet, list encryption method, vendor, and controls used to secure transaction information

3. How will the product be advertised or promoted? _____

4. Billing Methods: (Check all that apply)

Monthly - % _____ Yearly - % _____ Quarterly - % _____ One Time - % _____ Hourly - % _____

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:

7. Please describe how a sale takes place from beginning of order until completion of fulfillment:

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) _____ Signature X _____

12b. Annotation

13. 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 (Version PPS1709) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) 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 7, Transaction Information section and Section 9, American Express 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 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. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("BANK") and their respective 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 PRIORITY and BANK and their respective 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. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the 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 PRIORITY and BANK.

Client's Business Principal / Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease 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

Priority Payment Systems, LLC
P.O. BOX 246, Alpharetta, GA 30009-0246

Wells Fargo Bank, NA,
1200 Montego Way, Walnut Creek, CA 94598

Signature X _____

Signature X _____

Title _____ Date _____

Title _____ Date _____