

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

**PARTIES AND SERVICES**

Merchant #: \_\_\_\_\_ ISO Name: \_\_\_\_\_

Agent #: \_\_\_\_\_ Sales Rep Name: \_\_\_\_\_ Loc. 1 of \_\_\_\_\_

**LOCATION INFORMATION**

Store/DBA Name: \_\_\_\_\_ Store #: \_\_\_\_\_

MCC Description: \_\_\_\_\_

Product /  
Services Sold:

**LOCATION/CONTACT INFORMATION**

First/Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cust. Svc. Phone: \_\_\_\_\_

Fax Type: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SALES INFORMATION**

Visa/MasterCard Volume Percent: Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

Discover® Volume Percent : Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

American Express OnePoint Percent : Swiped \_\_\_\_\_% Keyed \_\_\_\_\_%

Bankcard Sales %:

Hand Keyed \_\_\_\_\_% Face to Face \_\_\_\_\_%

POS \_\_\_\_\_% Mail/Phone \_\_\_\_\_% Internet \_\_\_\_\_% Tradeshow \_\_\_\_\_%

Total Cash/Credit: \$ \_\_\_\_\_ Average MC/Visa Ticket: \$ \_\_\_\_\_

Total Annual MC/Visa Volume: \$ \_\_\_\_\_ Average Discover® Ticket: \$ \_\_\_\_\_

Total Annual Discover® Volume: \$ \_\_\_\_\_ Average American Express OnePoint Ticket: \$ \_\_\_\_\_

Total Annual American Express OnePoint Vol.: \$ \_\_\_\_\_ Highest Ticket: \$ \_\_\_\_\_

**PRIMARY OWNER**

First/Middle/Last Name: \_\_\_\_\_

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

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ % Ownership: \_\_\_\_\_

**RESIDENCE INFORMATION**

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CORPORATE INFORMATION**

Business Legal Name: \_\_\_\_\_

Same as DBA Name

**CORPORATE CONTACT INFORMATION**

Same as Location **or:**

First/Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Country: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Organization Type:  Association  Individual/Sole Proprietor

Estate/Trust  International LLC / Corp. (LLP/LLC)

Public Corporation  Private Corporation

Government  Tax Exempt

Other: \_\_\_\_\_

State Incorporated: \_\_\_\_\_

Date Business Acquired: \_\_\_\_\_

SS #: \_\_\_\_\_

# of Employees: \_\_\_\_\_

**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV, A.4. of your Program Guide for further information.)

Name (as it appears on your income tax return)

Federal Tax ID#: (as it appears on your income tax return)

I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

**SECONDARY OWNER**

First/Middle/Last Name: \_\_\_\_\_

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

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ % Ownership: \_\_\_\_\_

**RESIDENCE INFORMATION**

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Mobile #: \_\_\_\_\_ Pager #: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**BANKING INFORMATION**

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Institution Name: \_\_\_\_\_ Account Type: \_\_\_\_\_

ABA #: \_\_\_\_\_ DDA #: \_\_\_\_\_

TOTAL SALES

Business to Business \_\_\_\_% Business to Consumer \_\_\_\_%

BANKCARD SALES

Business to Business \_\_\_\_% Business to Consumer \_\_\_\_%

ORDER DELIVERY

0-7 days \_\_\_\_% 8-14 days \_\_\_\_% 15-30 days \_\_\_\_% 30+ days \_\_\_\_%

MasterCard/Visa/Discover®/American Express OnePoint Sales deposited:

Date of Order  Date of Delivery  Other

Explanation: \_\_\_\_\_

Who fulfills orders: \_\_\_\_\_

Description: \_\_\_\_\_

MODE OF ADVERTISING

Catalog  Phone  TV/Radio  Internet  Brochure/Directory

Newspaper/Magazine  Other: \_\_\_\_\_

LANDLORD

Own  Rent Renting Since: \_\_\_\_\_ Lease expires: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

ORDER FULFILLMENT VENDOR

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

ENCLOSURES

Financial Statements  Brochure/Directory  Government Form (required if Gov't Contract)

Web Page **or**  URL \_\_\_\_\_

Use third party to store, process, transmit Cardholder data?  Yes  No

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Software Used: \_\_\_\_\_

TRADE REFERENCES

Company Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Product/Services: \_\_\_\_\_

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one)  01 = Outlet  02 = Stmt to Bill To/No Recap  07 = Suppress Stmt (No Stmt)  08 = Produce Recap, No Stmt  09 = Bill to Address/Stmt and Recap  10 = Recap to Bill To/Stmt to Outlet

Statement Type: (check one)  Detail  Summary

Statement Delivery Method: (check one)  E-Mail  Online  Print and Mail

Statement E-Mail Address: \_\_\_\_\_

Head Office/Bill To Name: \_\_\_\_\_ First/Last Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP: (check one)

0 = Each Transfer  1 = Debit/Credit Grouped (By Category)  2 = Net Transfer Amount Only  3 = Net Transfer EOM Fee Combined

SITE SURVEY

Visit Performed?  Yes  No

Zone: \_\_\_\_\_ Location: \_\_\_\_\_

Location Description: \_\_\_\_\_

Seasonal Merchant?  Yes  No Start Month: \_\_\_\_\_ End Month: \_\_\_\_\_

# Floors in Building: \_\_\_\_\_ Floor(s) Occupied: \_\_\_\_\_

Who occupies Other Floor? \_\_\_\_\_

Fire Safety Act

Advertising Name Displayed:  Store Front  Door  Window

Approximate Sq. Footage: \_\_\_\_\_ # of Registers: \_\_\_\_\_

Proper License Displayed

RETURN POLICY

Exchange Only  Refund Cardholder  None

PREVIOUS PROCESSOR

Previous Processor: \_\_\_\_\_

Previous Merchant #: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Other: \_\_\_\_\_

ENTITLEMENTS

MC/Visa  Discover Network Full Processing

Voyager Fleet\* **or** Existing Voyager Acct #: \_\_\_\_\_ Annual Voyager Vol.: \$ \_\_\_\_\_  MC Fleet  Wright Express **or** Existing WEX Acct #: \_\_\_\_\_

\*Tax exempt Voyager Cards accepted:  Yes  No

American Express OnePoint / Full Service (EDC)  American Express ESA\* / Pass Through: \_\_\_\_\_ **or**  Existing SE # \_\_\_\_\_

Amer. Exp. Cap # \_\_\_\_\_ Franchise Name: \_\_\_\_\_ Check one for ESA/Pass Through:  Split Dial  Single Settle  EDC  PIP  Reverse PIP

Debit Pkg: \_\_\_\_\_  EBT SNAP / FNS # (XREF): \_\_\_\_\_  Non Lic. JCB (EDC) Existing SE #: \_\_\_\_\_

\*American Express will charge either a Flat Fee of \$ 7.95 or a Discount Rate and Transaction Fee directly to the merchant. Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions. An Inbound fee of .40% will be applied to any charge made using a card issued by an issuer located outside of the United States. These fees (as applicable) are determined and charged directly by American Express.

DESCRIBE EQUIPMENT DETAILS

Network:  (206) CARDnet®  (4000) Nashville  (4006) BuyPass  Omaha  Other Specify Security Code: ( )

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
R P C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

DESCRIBE EQUIPMENT DETAILS (cont'd)

Installation/Training: [ ] MAG/MIG to Train (receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)
[ ] Sales Rep. to Train [ ] No Merchant Training [ ] In-House [ ] PACT (Check Training via phone 1-800-366-1054 7:00 am - 6:30 pm CT)

First/Last Contact Name: \_\_\_\_\_ Contact Phone #: \_\_\_\_\_ Best Time To Call: \_\_\_\_\_ [ ] am [ ] pm

Imprinter
Purchase: [ ] Yes [ ] No If Yes \$ \_\_\_\_\_ x Qty: \_\_\_\_\_ = \$ \_\_\_\_\_ (w/o Tax) Wireless Provider: [ ] GPRS Cingular or [ ] Other: \_\_\_\_\_

Check one: [ ] Gateway Solutions [ ] Dial Solutions [ ] First Data Global Gateway (FDGG) [ ] VSAT\*\*\*\* [ ] Frame [ ] Other: \_\_\_\_\_ [ ] IC Verify Serial # \_\_\_\_\_

VAR/Internet/Software: Name: \_\_\_\_\_ (Nashville Only: Product ID # \_\_\_\_\_ Vendor ID # \_\_\_\_\_)

NOTE: \*\*\*Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

FDGL LEASING

LEASE COMPANY: (04) 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 Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.)

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 FDSISO1505(ia)] and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates 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 the Sales 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 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 and/or "You" and "Your" for the purposes of the American Express Card Acceptance Agreement.

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 FDS Holdings, Inc. 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 FDS Holdings, Inc. and AXP 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. I understand that upon AXP's approval of the Application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for FDS Holdings, Inc. to perform services for AXP or to 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 Holdings, Inc. 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.

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 that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

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 FDS Holdings, Inc. and Bank.

Client's Business Principal/Officer:

Signature X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Signer \_\_\_\_\_

Signature X \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Signer \_\_\_\_\_

Personal Guarantee: In exchange for FDS Holdings, Inc., Wells Fargo Bank, N.A., and American Express (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the American Express Card Acceptance 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 FDS Holdings, Inc.

Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature X \_\_\_\_\_ Signature X \_\_\_\_\_

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