

MERCHANT PROCESSING APPLICATION AND AGREEMENT

PARTIES AND SERVICES



Merchant #: \_\_\_\_\_ ISO Name: Marathon Solutions, Inc.

Agent #: 434976335886 Sales Rep Name: \_\_\_\_\_ Loc. 1 of 1

LOCATION INFORMATION

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

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

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

LOCATION/CONTACT INFORMATION

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

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

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

Country: USA

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 na % Keyed na %

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: \$ na

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

PRIMARY OWNER

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

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

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

RESIDENCE INFORMATION

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

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: USA

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

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.3. 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 #: NA

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

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

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

BANKING INFORMATION

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

Institution Name: \_\_\_\_\_ Account Type: Business Checking

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: \_\_\_\_\_ Merchant \_\_\_\_\_  
 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 (EDG) American Express ESA / Pass Through: \_\_\_\_\_ N E W 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 - FNS # (XREF): \_\_\_\_\_ SNAP #: \_\_\_\_\_ Existing SE #: \_\_\_\_\_

**DESCRIBE EQUIPMENT DETAILS**

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

Rental • Purchase Customer-Owned Lease (circle one)	Equipment QTY	IP	Type (i.e. Terminal/VAR/ Internet)	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version/Serial #
R P C L			Retail • Re staurant • MOTO / Internet Lodging • S upermarket • C ar Rental Quick S ervice R estaurant • P etr	R Re MOTO / I L S C QSR P	\$0.00	
R P C L				R Re MOTO / I L S C QSR P	\$0.00	
R P C L				R Re MOTO / I L S C QSR P	\$0.00	

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

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 X 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: NetConnect 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 FDSISO1405(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. Client authorizes FDS Holdings, Inc. and Wells Fargo Bank, N.A. ("Bank") and their Affiliates 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 Merchant Processing Application. Client authorizes FDS Holdings, Inc. and BANK and their Affiliates (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 authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received application. 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.

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, 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 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 sent the Agreement and materials welcoming it, either to AXP's program for FDS Holdings, Inc. 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 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.

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.

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: The undersigned guarantees to FDS Holdings, Inc. and Bank the performance of this Agreement, the American Express Card Acceptance Agreement, and First Data Lease, 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. FDS Holdings, Inc. and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the under signed individual. This is a continuing guarantee and shall not be discharged or affected by the Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement, the American Express Card Acceptance Agreement, and First death of the under signed and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of FDS Holdings, Inc. and Data Lease, 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.

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 \_\_\_\_\_