

COMPLETE SECTIONS (1-9)

Merchant #: _____

Loc. _____ of _____

GP1308(ia) (1) TELL US ABOUT YOUR BUSINESS GP1308(ia)

Client (Your Business LEGAL Name): _____ Store #: _____

Same as Legal Name or Provide DBA/Outlet Name: _____ First/Last Contact Name: _____

(No P.O. Box) Address: _____ Suite #: _____ City: _____ State: _____ Zip Code: _____

Your Business Phone: _____ Same as Business Phone or Merchant's Customer Service Phone: _____

Your Fax Phone: _____ Select One for Retrieval Requests: (02) Dedicated 24 Hour Fax (03) No fax; mail (05) eIDs

Your E-Mail Address (Required for IP): _____ Your Customer Service E-Mail Address: _____

Website Address: _____

(2) MC/VISA/DISCOVER NETWORK/AMERICAN EXPRESS ONEPOINT

Your Total Cash and Credit Sales (For All Outlets) \$ _____,000 Estimated MC/Visa Average Ticket/Sales Amount: \$ _____
Total Annual MC/Visa Volume: (For All Outlets) \$ _____,000 Estimated Discover Network Average Ticket for this Outlet: \$ _____
Total Annual Discover Network Volume: (For All Outlets) \$ _____,000 Estimated American Express Average Ticket for this Outlet: \$ _____
Total Annual American Express Volume: (For All Outlets) \$ _____,000 Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ _____,000
Est. Discover Network Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) \$ _____,000
Est. American Express Annual Sales Vol. for this Outlet: (For Multiple Outlets Only) \$ _____,000

(3) ENTITLEMENTS

MC/Visa Discover Network Full Processing (Discover Network systems and rules also process and govern JCB transactions. Elect JCB if a desired Card type.)
 Global ePricing (for eCommerce merchants only)
 Voyager Fleet Annual Voyager Vol.: \$ _____ Participation in Voyager Tax Exempt Program: Yes No (if yes, additional request form required)
 WEX Full Acquiring Annual WEX Volume: \$ _____ WEX (Non-Full Svc) MC Fleet
 Non-Lic. JCB (EDC) _____ (Existing Account #) or JCB License 2 8 0 9 0 0 9 9 0 1
 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 PI Reverse PIP Debit Package 7 7 7 3 6 2 0 5 EBT FNS # (XREF): _____
 Gift Card *Loyalty Solutions Gift Card MID #: _____ Alt MID #: _____
*A separate Setup Form is required.

(4) PROVIDE MORE BUSINESS DATA

State Incorp. _____ Month/Yr. Started: _____ Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. L.L.C. Gov't.
Check one: TIN Type: EIN (Fed Tax ID #) SSN D&B #: _____ No. of Employees: _____

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.)
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.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint) _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

Client Initials _____

DBA Name: _____

Loc. _____ of _____

GP1308(ia)

(5) DESCRIBE EQUIPMENT DETAILS

GP1308(ia)

Network: (206) CARDnet® () Nashville (4006) Buypass Other Specify Security Code: ()

Rental • Purchase Cust.-Owned • Lease Installment Purchase (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 <input checked="" type="checkbox"/> L I		<input type="checkbox"/>	VAR	R Re MOTO/I L S C QSR P		\$ 0.00	TPP
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R P C L I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

The Installment Purchase plan is a 3 month option only.

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

Installation/Training:

- MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)
 No Merchant Training Installer / In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

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 Global Gateway (FDGG) VSAT*** Frame Other: _____ IC Verify Serial # _____

VAR/Internet/Software: Name: **Verifone Payware Connect** (Nashville Only: Product ID # _____ Vendor ID # _____)

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

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Months Annual Tax Handling Fee: \$10.20

Monthly Lease Charge for This Location: \$ _____ w/o taxes, late fees, or other charges that may apply. *See Multiple Locations form for the Monthly Lease Charge for each individual location. See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated.

(6) PROVIDE YOUR OWNER INFORMATION

Owner/Partner/Officer Name	D.O.B.	Social Security #	Home Phone		% of Ownership
Home Address	City		State	Zip	Country
Owner/Partner/Officer Name	D.O.B.	Social Security #	Home Phone		% of Ownership
Home Address	City		State	Zip	Country

Client Initials _____

GP1308(ia)

(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)

GPFee1308(ia)

DBA Name: _____ Pricing Type: 0 0 1

Schedule Version: **BAMS.MVD.S10.1.IC**

Loc. _____ of _____

DISCOUNT FEES

Accept all MasterCard, Visa, Discover Network and American Express® Transactions
(presumed, unless any selections below are checked)

MasterCard Acceptance

- Accept MC Credit transactions only
- Accept MC Non-PIN Debit transactions only

Visa Acceptance

- Accept Visa Credit transactions only
- Accept Visa Non-PIN Debit transactions only

Discover Network Acceptance

- Accept Discover Network Credit transactions only
- Accept Discover Network Non-PIN Debit transactions only

See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

Annual Transaction Volume	0 - 15,000,000	15,000,001 - 30,000,000	30,000,001 + Up
MasterCard / Visa / Discover Transaction Fee	\$0.0495	\$0.0475	\$0.0445
American Express Transaction Fee	\$0.0495	\$0.0475	\$0.0445
JCB / Diners / Discover® Network Transaction Fee	\$0.0495	\$0.0475	\$0.0445
Fleet Transaction Fee	\$0.0495	\$0.0475	\$0.0445
Voyager / WEX Transaction Fee	\$0.0495	\$0.0475	\$0.0445
PIN Debit Transaction Fee	\$0.0495	\$0.0475	\$0.0445

- The Transaction Fee for V/MC/Discover (full service) is 0.0495 + 5 basis points
- Each Foreign Visa/MasterCard transaction submitted by CLIENT will be subject to a .2% international transaction handling fee.
- For dial connectivity, add \$.005 per transaction.
- All transactions of all participating NAPA Auto Parts Stores and Auto Parts Centers will be aggregated towards Client's attainment of the volume tiers above.
- For merchant accounts that process credit card transactions with an average ticket in excess of \$250.00, an additional .02% will be assessed; provided that such amount shall not be assessed to CUSTOMER-owned NAPA Auto Parts retail store transactions.

DISCOVER FULL SERVICE

- Discover Chargeback (725) _____%
- Discover Int'l Processing (22G) 0.30 %
- Discover Int'l Service Fee (22H) 0.45 %

WEX FULL ACQUIRING FEES

- WEX Auth Fee (0D4) \$ 0.0495
- WEX Sales Discount (840) _____%
- WEX Refund Discount (841) _____%
- WEX Chargeback Discount (842) _____%
- WEX Chargeback Reversal Discount (843) _____%
- WEX Chargeback Fee (29H) \$ _____
- WEX Retrieval Fee (29I) \$ _____

DISCOVER FULL SERVICE

- Interchange Fee (default 0) (529)
- Assessment (6AC) 0.0925 %
- Discount per Trans (015, 016) \$ 0.0495

OTHER FEES

- Chargeback/Retrieval Processing Fee (205) \$ 5.00
- Visa/MC Voice Auth (035, 045) \$ 1.25
- AVS (405, 408) \$ N/C
- Application Fee \$ N/C
- Minimum Monthly Processing Fee \$ N/C
- Terminal Reprogramming Fee \$ N/C
- Dial Transaction Delivery \$ 0.005
- V/MC/Discover/Amex/Diner's/JCB Processing Statement Fee \$ N/C
- Audio Response Unit (ARU) Auth \$ 0.65
- Site Survey \$ N/A
- Online Internet Reporting \$ N/C
- Customer Service Help Desk \$ N/C
- Annual Merchant Fee \$ N/C
- Visa/MC VRU (036, 046) \$ 0.65
- ClientLine Reporting Tools (32R) \$ N/C
- Paper Statement Fee (Optional) (240) \$ 5.00
- ACH Transfer \$ N/C
- Wire Transfer \$ 10.00
- Batch Fee \$ N/C
- BAMS Conversion Fee \$ N/C
- Other: _____ \$ _____

PASS THROUGH

- MasterCard Credit (001, 002) \$ 0.0495
- Visa Credit (005, 006) \$ 0.0495
- MC Pass Thru (default 0) (563)
- Visa Pass Thru (default 0) (553) 0.05 %

ASSOCIATION FEES

- MC Assessment (default 0) (273) 0.11 %
- Visa Assessment (default 0) (274) 0.11 %
- APF (04H) \$ 0.0195
- Visa Zero Floor Limit (04I) \$ 0.10
- Visa Misuse Auth Fee (04G) \$ 0.045
- Visa Zero Amount/AVS Fee (10X, 10Y) \$ 0.025
- Visa Kilobyte (default 0) (277) \$ 0.0025
- MC Kilobyte (default 0) (278) \$ 0.0035
- MC NABU (60M) \$ 0.0185

AMERICAN EXPRESS

- Amex Fee () \$ _____

DEBIT

- Debit Fee () \$ _____

BILLBACK

- IC Pass Thru (235) _____

OTHER FEES

- MC U.S. Cross Border (605) 0.40 %
- MC Non-U.S. Cross Border (606) 0.80 %
- Visa Purchase Transaction (22A) 0.40 %
- Visa Cash Advance (22B) 0.15 %
- Discover Int'l Processing (22G) 0.30 %
- Discover Int'l Service Fee (22H) 0.45 %

DISCOUNT/FEES

- NET DAILY
- GROSS MONTHLY

NOTE: See Part IV "Additional Important Information Page for Card Processing" in Section A.3 for early termination fees.

General Information

1. Billable transactions include: purchases, returns, declines, reversals and authorizations.
2. Card transaction fees include authorization and data capture. Settlement and payment for such Card types will be provided by the applicable Issuer, pursuant to the agreement between CLIENT and such Issuer.
3. The Voyager Card transaction fee includes authorization and settlement. Voyager transactions shall also be subject to the current Interchange rate of 3.4%, which is subject to change from time to time.
4. The fees and charges set forth above are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in this Agreement.

Client Initials _____

DBA Name: _____

Loc. _____ of _____

(8) AGREEMENT APPROVAL

APPLICABLE IF MERCHANT ACCEPTS AMERICAN EXPRESS® CARDS: 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”), 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 FDMS and AXP and AXP’s 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 this application, the entity will be sent 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.

APPLICABLE TO ALL MERCHANTS: By signing below, each of the undersigned represents that they have read and are authorized to sign and submit this Merchant Processing Application and Agreement (“Merchant Processing Application”) for the above named Client (“Client”) and that all information provided herein is true, complete, and accurate. Client acknowledges having received and read a copy of (i) the Interchange Qualification Matrix, (ii) the Non-Qualified Rate Schedule (specific to Client’s industry), Interchange Rate Schedule or Qualification Tier Rate Schedule, as applicable to Client’s Pricing Method, (iii) the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Additional Agreements (as defined below), Additional Important Information for Card Processing, and a Confirmation Page), and (iv) the Merchant Processing Application, consisting of Sections 1-9, (together, the Merchant Processing Application, its attachments and schedules and Parts I and IV of the Program Guide are referred to in this Section 10 as the “Merchant Agreement”), as modified from time to time in accordance with the applicable provisions of the Program Guide, and agrees to be bound by all provisions as printed therein. Client hereby consents to receiving commercial electronic mail messages from us from time to time. This signature page also serves as the signature page to the Equipment Lease Agreement and the American Express® Card Acceptance Agreement (for purposes of this paragraph, the “AXP Agreement”), which appear in Part II of the Program Guide, (for purposes of this paragraph, together, the Equipment Lease Agreement and AXP Agreement are the “Additional Agreements”), if selected; the Client being the “Lessee” for purposes of such Equipment Lease Agreement and/or “You” and “Your” for the purposes of the AXP Agreement.

By signing below, each of the undersigned authorizes Banc of America Merchant Services, LLC (“Processor”) and Bank of America, N.A. (“Bank”) (together, Processor and Bank are “Servicers” and also referred to as “our,” “us” and “we” in this Section 10) to (a) request and obtain from consumer reporting agencies, individual and business credit reports (collectively, “Credit Reports”), in connection with the approval of this Merchant Processing Application and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Merchant Processing Application is approved), and (b) exchange Credit Reports and any other information about each of the undersigned personally with First Data Merchant Services Corporation and any other service providers, to the extent such parties provide services that Client has selected on this Merchant Processing Application (or as hereafter elected by Client). Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all individual and business credit financial information to us. Each of the undersigned further authorizes us to disclose any information obtained from any source in connection with this Merchant Processing Application, including Credit Reports, to any governmental, administrative or regulatory entity, upon request, or to each other and our respective vendors and affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA PATRIOT Act. It is our practice to obtain certain information in order to verify your identity while processing your Merchant Processing Application, as described in the USA PATRIOT Act.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client’s Business Principal: (Please sign below)

X Signature _____
Print Name _____ Date _____
Title: Pres. V.P. Member L.L.C. Owner Partner Other: _____

**(PROCESSOR): Banc of America Merchant Services, LLC
(BANK): Bank of America, N.A.**

X Signature _____

X Signature _____
Print Name _____ Date _____
Title: Pres. V.P. Member L.L.C. Owner Partner Other: _____

GP1308(ia)

(9) PERSONAL GUARANTY

GP1308(ia)

In exchange for Banc of America Merchant Services, LLC, Bank of America, N.A., and American Express’ acceptance of, as applicable, the Agreement and/or the Equipment Lease Agreement and/or American Express Card Acceptance Agreement, the undersigned unconditionally guarantees performance of the Client’s obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment and not of collection and that Bank of America, N.A., Banc of America Merchant Services, LLC, and American Express are relying upon this Guaranty in entering into, as applicable, the Agreement, the Equipment Lease Agreement, and American Express Card Acceptance Agreement.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual

X _____, an individual