

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

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 #: _____

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 FNS # (XREF): _____ SNAP #: _____ Non Lic. JCB (EDC) Existing SE #: _____

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 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 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 undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned 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 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 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 _____