

MERCHANT PROCESSING APPLICATION AND AGREEMENT



Sales Office _____ Print Sales Rep Name _____ Sales ID# _____
 Merchant # _____ Sales Rep. Signature _____ Phone # _____

I. BUSINESS INFORMATION

FIT1509(ia)	I. BUSINESS INFORMATION						FIT1509(ia)
Client's Business Name (Doing Business As):				Client's Corporate/Legal Name (Use Also For Headquarter's Information):			
Business Address:				Billing Address (If Different Than Location Address):			
City:		State:	Zip:	City:		State:	Zip:
Location Phone #:		Location Fax #:		Contact Name:			
Business E-mail or Website Address:			Cust. Svc. Phone #:	Contact Phone #:	Contact Fax # / E-mail Address:		
Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location				Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location			
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)			
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____			
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____			
Name (as it appears on your income tax return)			FEDERAL TAX ID # (as it appears on your income tax return)		<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.4 of your Program Guide for further information.)							
SIC/MCC:	Detailed Explanation of Type of Merchandise, Products or Services Sold:						

2. COMPANY HISTORY

Date Business Started:	Prior Bankruptcies? <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Business and / or <input type="checkbox"/> Personal		
TRADE REFERENCE 1		TRADE REFERENCE 2	
Vendor Name:		Vendor Name:	
Address:	City:	State:	Zip:
Contact Name:		Contact Name:	
Contact Telephone:	Vendor Acct. #:	Contact Telephone:	Vendor Acct. #:

3. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1				OWNER / PARTNER / OFFICER 2			
Name: (First, MI, Last)			% Ownership:	Name: (First, MI, Last)			% Ownership:
Title:				Title:			
Home Address: (No P.O. Box)				Home Address: (No P.O. Box)			
City:		State:	Zip:	City:		State:	Zip:
Telephone #:		Social Security #:		Telephone #:		Social Security #:	
D.O.B.:	DI #:	State:		D.O.B.:	DI #:	State:	

4. SETTLEMENT INFORMATION

Deposit Bank:	Bank Contact:
Transit / ABA #:	Deposit Account #:

5. TRANSACTION INFORMATION

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)			
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check) \$ _____		Average MasterCard/Visa/Discover Network Ticket \$ _____ <small>(Estimate If Never Processed in Past)</small>		Store Front/Swiped _____ %		Internet _____ %	
Average YEARLY MasterCard/Visa/Discover Network Volume \$ _____		Highest Ticket Amount \$ _____		Mail Order _____ %		Telephone Order _____ %	
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____				Total 100 %			

6. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

Are you using a Vendor? Yes No If yes, please supply a copy of Vendor's report.

<p>1. Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential</p> <p>2. Location: <input type="checkbox"/> Mall <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Mixed <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated</p> <p>3. How many employees: _____</p> <p>4. How many registers / Terminals: _____</p> <p>5. Is proper license visible? <input type="checkbox"/> Yes <input type="checkbox"/> No, explain: _____</p> <p>6. Where is the merchant name displayed at the site? <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front</p> <p>7. Merchant Occupies: <input type="checkbox"/> Ground Floor <input type="checkbox"/> Other: _____</p> <p>8. # of Floors/Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+</p> <p>9. Remaining Floor(s) Occupied by: <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Combination</p> <p>10. Approximate Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus</p> <p>11. Are customers required to leave a deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, % of deposit required: _____%</p> <p>12. Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None</p> <p>13. Do you have a refund policy for MC/Visa/Discover® Network Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check one: <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit <input type="checkbox"/> MC/Visa/Discover Network Credit If MC/Visa/Discover Network Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14</p> <p>14. Advertising Method (Attach at least one): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other <i>Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.</i></p> <p>15. Your Previous Processor: _____</p> <p>16. Check Reason For Leaving: <input type="checkbox"/> Rate <input type="checkbox"/> Service <input type="checkbox"/> Terminated <input type="checkbox"/> Other: _____</p>	<p style="text-align: center;">Mail / Telephone Order / Business to Business / Internet Information (All Questions must be Answered)</p> <p>1. What % of total sales represent business to business (vs business to consumer): Business to Business _____% + Business to Consumer _____% = 100% (total sales)</p> <p>2. What % of bancard sales represent business to business (vs business to consumer): Business to Business _____% + Business to Consumer _____% = 100% (total sales)</p> <p>3. What is the time frame from transaction to delivery? (% of orders delivered in): 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100%</p> <p>4. MC/Visa/Discover Network sales are deposited (check one): <input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other (specify): _____</p> <p>5. Who performs product / service fulfillment? <input type="checkbox"/> Direct <input type="checkbox"/> Vendor <input type="checkbox"/> Other If vendor, add Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Please describe how the transaction works, from order taking to merchant fulfillment: (attach additional sheet if necessary)</p> <p>6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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7. EQUIPMENT/THIRD PARTY INFORMATION

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

If yes, give name/address: _____

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

INTERNET GATEWAY: YourPay.com Other: _____ **Wireless Network:** _____

PC/Internet Software _____	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Lease <input type="checkbox"/> Existing
Terminal Model _____	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Lease <input type="checkbox"/> Existing
Printer Model _____	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Lease <input type="checkbox"/> Existing
PIN Pad _____	Quantity _____	<input type="checkbox"/> New <input type="checkbox"/> Rent <input type="checkbox"/> Lease <input type="checkbox"/> Existing

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.)

Address	City	State	Zip	Attention:
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8. GRID INFORMATION - INTERNAL USE ONLY

MC CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	VISA CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	DISCOVER NETWORK CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	AUTHORIZATION GRID ID#: _____ USER DEFINED GRID ID#: _____
MC DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	VISA DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	DISCOVER NETWORK DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	
MC CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	VISA CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	DISCOVER NETWORK CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	
MC DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	VISA DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	DISCOVER NETWORK DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	

FIT1509(ia)	9. SERVICE FEE SCHEDULE	FIT1509(ia)
Accept all MasterCard, Visa and Discover Network Transactions <i>(presumed, unless any selections below are checked)</i>		
MasterCard Acceptance <input type="checkbox"/> Accept MC Credit Transactions <i>only</i> <input type="checkbox"/> Accept MC Non-PIN Debit Trans. <i>only</i>	Visa Acceptance <input type="checkbox"/> Accept Visa Credit Transactions <i>only</i> <input type="checkbox"/> Accept Visa Non-PIN Debit Trans. <i>only</i>	Discover Network Acceptance <input type="checkbox"/> Accept Discover Network Credit Transactions <i>only</i> <input type="checkbox"/> Accept Discover Network Non-PIN Debit Trans. <i>only</i>
See Section 1.9 of the Program Guide for details regarding limited acceptance.		
<input type="checkbox"/> Discount Collected <input type="checkbox"/> Daily <input type="checkbox"/> Monthly		
Authorization & Capture Transaction Fees		
MasterCard, Visa and Discover Network Authorization & Capture Fee: \$ _____ (Per Item)		TransArmor Auth Fee \$ _____ (Per Item)
<input type="checkbox"/> American Express ESA / Pass Through*	JCB Authorization: \$ _____ (Per Item)	Voice Authorization \$ _____ (Per Item)
American Express Auth: \$ _____ (Per Item)	Other Item: \$ _____ (Per Item)	Electronic AVS Fee \$ _____ (Per Item)
SE #: _____	SE #: _____	Voice AVS Fee \$ _____ (Per Item)
*American Express will charge either a Flat Fee of \$7.95 or a Discount Rate and Transaction Fee directly to the merchant.		ARU Fee \$ _____ (Per Item)
Miscellaneous Fees		Monthly Fees
<input type="checkbox"/> Dues & Assessments	Chargeback Fee \$ _____ (Per Item)	Retrieval Fee (12B Letter) \$ _____ (Per Item)
		Return Trans. Fee \$ _____ (Per Item)
Sales Trans. Fee \$ _____ (Per Item)	Batch Fee \$ _____ (Per Item)	Early Termination Fee \$ _____ (One Time Fee)
EBT-Food Stamps \$ _____ (Per Item) #: _____	EBT-Cash Benefits \$ _____ (Per Item) #: _____	
Other: \$ _____	Annual Fee \$ _____	Visa Other Item Rate \$ _____
Minimum Monthly Fee \$ _____	Monthly Stmt Fee \$ _____ (Acct on File)	MC Other Item Rate \$ _____
	Pass Visa ACQ ISA Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Trans Integrity Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
Pass Visa Network Participation Fee (NPF) <input type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Visa Acq Proc Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Acq Support Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Cross Border Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Int'l Acq Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
Pass MC Proc Integrity Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Processing Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC National Acq Brand Usage (NABU) Fee <input type="checkbox"/> Yes <input type="checkbox"/> No
	Pass Discover International Service Fee <input type="checkbox"/> Yes <input type="checkbox"/> No	
ERR		
	Discount	Non-Qual Fees
MasterCard Qual Credit	%	%
MasterCard Qual Debit	%	%
Discover Network Qual Credit	%	%
	Discount	Non-Qual Fees
Visa Qual Credit	%	%
Visa Qual Debit	%	%
Discover Network Qual Debit	%	%
■ Pass Through Interchange – Includes Dues and Assessments		
Other Item Rate \$ _____ (per item)	Discount <i>(Based on Gross Sales Volume)</i>	Discount <i>(Based on Gross Sales Volume)</i>
	MasterCard Qual Credit %	Visa Qual Credit %
Other Volume Percent _____ % <i>(Based on Net Volume)</i>	MasterCard Qual Debit %	Visa Qual Debit %
	Discover Network Qual Credit %	Discover Network Qual Debit %
PIN Debit		
<input type="checkbox"/> Pass Through Debit Network Fees	Other Item Rate \$ _____ (per item)	Other Volume Percent _____ %
TeleCheck		
<input type="checkbox"/> Split Dial <input type="checkbox"/> License # <input type="checkbox"/> MICR <input type="checkbox"/> ECA Warranty <input type="checkbox"/> Mail Order <input type="checkbox"/> Hold Check <input type="checkbox"/> Paper Warranty <input type="checkbox"/> C.O.D.		
SE Number _____		
TeleCheck Rates & Fees <input type="checkbox"/> Yes <input type="checkbox"/> No		
Inquiry Rate _____ %	Monthly Minimum Fee \$ 25.00 (Per Location)	Client Requested Operator Call (CROC) \$ 2.50
December Risk Surcharge .10 %	Stmt/Processing Fee \$ 5.00	ECA Chargeback Fee \$ 5.00 <i>(Only charged when entitled with TeleCheck)</i>
Per TXN Fee \$ _____	ACH Processing Fee \$ 5.00	
See Agreement for definitions, warranty requirements and any additional fees.		

FIT1509(ia)	10. SIGNATURE(S)	FIT1509(ia)
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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 FIT1509(ia)] and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. 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 5, Transaction 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 at Section 33, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes Forward Information Technologies ("FIT") 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 FIT 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 FIT 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 FIT 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 the Agreement and materials welcoming it, either to AXP's program for FIT 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 FIT 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.

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

Client's Business Principal/Officer:

Signature X _____	Print Name of Signer _____	Title _____	Date _____
Signature X _____	Print Name of Signer _____	Title _____	Date _____
Signature X _____	Print Name of Signer _____	Title _____	Date _____

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

Signature X _____	Print Name _____	Date _____
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Accepted By Forward Information Technologies

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

Signature X _____	Signature X _____	
Title _____	Date _____	Title _____
		Date _____