

MERCHANT PROCESSING APPLICATION AND AGREEMENT



Sales Office _____
 Sales Rep Name _____
 Merchant # _____

I. BUSINESS INFORMATION

Page 1 of 4

Client's Business Name (<i>Doing Business As</i>):				Client's Corporate/Legal Name (<i>Use Also For Headquarter's Information</i>):			
Business Address:				Billing Address (<i>If Different Than Location Address</i>):			
City:		State:	Zip:	City:		State:	Zip:
Location Phone #:		Location Fax #:		Contact Name:			
Business E-mail or Website Address:				Contact Fax # / E-mail Address:			
Customer Service Phone #:				Contact Phone #:			
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 (<i>as it appears on your income tax return</i>)		FEDERAL TAX ID # (<i>as it appears on your income tax return</i>)		<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (<i>If checked, please attach IRS Form W-8.</i>)			
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part III, Section A.3 of your Program Guide for further information.)							
SIC/MCC:		Detailed Explanation of Type of Merchandise, Products or Services Sold:					

2. TRANSACTION INFORMATION

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

3. 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:				Address:			
City:		State:	Zip:	City:		State:	Zip:
Contact Name:				Contact Name:			
Contact Telephone:		Vendor Acct. #:		Contact Telephone:		Vendor Acct. #:	
BS1408(ia)		4. OWNERS / PARTNERS / OFFICERS				BS1408(ia)	

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

BS1408(a)	5. SETTLEMENT INFORMATION	BS1408(a)
Deposit Bank: _____		Bank Contact: _____
Transit / ABA #: _____		Deposit Account #: _____
ACH Detail Flag: <input type="checkbox"/> Individual <input type="checkbox"/> Combined <input type="checkbox"/> Separate (defaults to Combined if option not selected)		

6. SERVICE FEE SCHEDULE		
Authorization & Capture Transaction Fees		
MC/Visa Auth & Capture Fee: \$ _____ (Per Item)	Discover Network Auth & Capture Fee: \$ _____ (Per Item)	Voice Authorization \$ 1.25 (Per Item)
<input type="checkbox"/> American Express ESA/Pass Through		Electronic AVS Fee \$ 0.05 (Per Item)
American Express Authorization: \$ _____ (Per Item)	JCB Authorization: \$ _____ (Per Item)	Voice AVS Fee \$ 1.95 (Per Item)
Amex ESA/Pass Through SE #: _____	JCB SE #: _____	ARU Fee \$ 0.60 (Per Item)

Miscellaneous Fees			Monthly Fees	
<input type="checkbox"/> Dues and Assessments	Chargeback Fee \$ 25.00 (Per Item)	Retrieval Fee (12B Letter) \$ 8.00 (Per Item)	Return Trans. Fee \$ _____ (Per Item)	Wireless Fee \$ _____
Sales Transaction Fee \$ _____ (Per Item)	Batch Fee \$ 0.10 (Per Item)	Early Termination Fee \$ 350.00 (One Time Fee)	eMerchantView Access Fee \$ 8.00	Customer Service Fee \$ _____
EBT - Food Stamps \$ _____ (Per Item) #:	EBT - Cash Benefits \$ _____ (Per Item)	Other: \$ _____	Debit Access Fee \$ _____	Equipment/Supplies: \$ _____
Annual Fee \$ 75.00	MC Other Item Rate \$ _____	Visa Other Item Rate \$ _____	Other: \$ _____	
Discover Network Other Item Rate \$ _____	Amex Other Item Rate \$ _____	JCB Other Item Rate \$ _____		
Minimum Monthly Fee \$ 25.00	Monthly Statement Fee \$ 10.00 (Acct on File)	Annual PCI Compliance Fee \$ 79.95	Pass Visa ACQ ISA Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass Visa Acquirer Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Misuse of Auth Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa Zero Floor Limit Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Visa International Acquirer Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Pass MC Acquirer Support Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC Cross Border Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass MC National Acquirer Brand Usage (NABU) Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Pass Discover Int'l Processing Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Int'l Service Fee <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pass Discover Data Usage Charge <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

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

<p>MasterCard Acceptance</p> <input type="checkbox"/> Accept MC Credit Transactions <i>only</i>	<p>Visa Acceptance</p> <input type="checkbox"/> Accept Visa Credit Transactions <i>only</i>	<p>Discover Network Acceptance</p> <input type="checkbox"/> Accept Discover Network Credit Transactions <i>only</i>
<input type="checkbox"/> Accept MC Non-PIN Debit Trans. <i>only</i>	<input type="checkbox"/> Accept Visa Non-PIN Debit Trans. <i>only</i>	<input type="checkbox"/> Accept Discover Network Non-PIN Debit Trans. <i>only</i>

Discount Collected Daily Monthly See Section 1.9 of the Program Guide for details regarding limited acceptance.

Tiered Discount Fees (Based on Gross Sales Volume)								
	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	%	\$	Visa Qual Credit	%	\$	Discover Network Qual Credit	%	\$
MC Mid-Qual Credit	%	\$	Visa Mid-Qual Credit	%	\$	Disc. Network Mid-Qual Credit	%	\$
MC Non-Qual Credit	%	\$	Visa Non-Qual Credit	%	\$	Disc. Network Non-Qual Credit	%	\$
MC Worldcard Qual	%	\$	Visa Rewards 1	%	\$	Discover Network Qual Debit	%	\$
MC Worldcard Mid-Qual	%	\$	Visa Rewards 2	%	\$	Discover Network Mid-Qual Debit	%	\$
MC Worldcard Non-Qual	%	\$				Discover Network Non-Qual Debit	%	\$
MC Qual Debit	%	\$	Visa Qual Debit	%	\$			
MC Mid-Qual Debit	%	\$	Visa Mid-Qual Debit	%	\$			
MC Non-Qual Debit	%	\$	Visa Non-Qual Debit	%	\$			

ERR								
	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network Qual Credit	%	%
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%

Pass Through Interchange - Includes Dues and Assessments

Other Item Rate \$ _____ (per item)	Discount (Based on Gross Sales Volume)	Discount (Based on Gross Sales Volume)	Discount (Based on Gross Sales Volume)
Other Volume Percent (Based on Net Volume) _____%	MC Qual Credit %	Visa Qual Credit %	Discover Network Qual Credit %
	MC Qual Debit %	Visa Qual Debit %	Discover Network Qual Debit %

PIN Debit

Pass Through Debit Network Fees Other Item Rate \$ _____ (per item) Other Volume Percent _____% (per item)

TeleCheck	Fleet
<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 _____% ACH Processing Fee \$ 5.00 Dec. Risk Surcharge .10 % Client Requested Operator Call (CROC) \$ 2.50 Per TXN Fee \$ _____ ECA Chargeback Fee \$ 5.00 Monthly Minimum Fee \$ 25.00 (Per Location) (Only charged when entitled with TeleCheck) Stmt/Processing Fee \$ 5.00 See Agreement for definitions, warranty requirements and any additional fees.	<p>Wright Express:</p> <p style="text-align:right;">Other Item Rate \$ _____ (per item)</p> <p>Voyager:</p> <p>Qual _____% Other Item Rate \$ _____ (per item)</p>

BS1408(ia) **7. EQUIPMENT/THIRD PARTY INFORMATION** BS1408(ia)

Network (Front End): Omaha North Nashville BuyPass

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: First Data Global Gateway Other: _____ Wireless Network: _____

PC/Internet Software _____ Quantity _____ New Rent Lease Existing

Terminal Model _____ Quantity _____ New Rent Lease Existing

Printer Model _____ Quantity _____ New Rent Lease Existing

PIN Pad _____ Quantity _____ New Rent Lease 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 _____ 8-position Alpha/Numeric	VISA CREDIT MPG ID _____ 8-position Alpha/Numeric	DISCOVER NETWORK CREDIT MPG ID _____ 8-position Alpha/Numeric	AUTHORIZATION GRID ID#:
MC DEBIT MPG ID _____ 8-position Alpha/Numeric	VISA DEBIT MPG ID _____ 8-position Alpha/Numeric	DISCOVER NETWORK DEBIT MPG ID _____ 8-position Alpha/Numeric	
MC CREDIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	VISA CREDIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	DISCOVER NETWORK CREDIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	USER DEFINED GRID ID#:
MC DEBIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	VISA DEBIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	DISCOVER NETWORK DEBIT TIERED GRID ID _____ 8-pos. Alpha/Numeric (Client Use)	

9. 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/V/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/V/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>Mail / Telephone Order / Business to Business / Internet Information <i>(All Questions must be Answered)</i></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 bankcard 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: <i>(attach additional sheet if necessary)</i></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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BS1408(ia) **10. SIGNATURE(S)** BS1408(ia)

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 BS1301(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 2, 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 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 Banctek Solutions and Wells Fargo Bank, N.A. ("Bank") and their agents 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 Banctek Solutions and BANK and their agents (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. 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 Banctek Solutions 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 Banctek Solutions 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 Banctek Solutions 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 Banctek Solutions 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 Banctek Solutions 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.

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 Banctek Solutions and Bank.

Client's Business Principal/Officer:

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X** _____ Print Name/Title: _____ Date _____
 Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: The undersigned guarantees to Banctek Solutions 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. Banctek Solutions 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 Banctek Solutions 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 Banctek Solutions **Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598**

Signature **X** _____ Signature **X** _____

Title _____ Date _____ Title _____ Date _____

PROCESSOR INFORMATION: Name: Banctek Solutions
 Address: 1660 Wynkoop Street, Suite 1100, Denver, CO 80202
 URL: _____ Customer Service #: 1-800-610-6664

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego Way, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/htm>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [version BS1408(ia)] consisting of 34 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

www.banctek.com

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (*Please sign below*):

X _____

_____ Title

_____ Date

Please Print Name of Signer