

MERCHANT PROCESSING AGREEMENT

Agent Code:

Additional Locat	ion:	Name: MCC Code:												
TIC	TID #: MID #:										Recv	Recvd Date:		
section 1) business information							MBN15	501 BASIC						
Name of Ownership Entity (Legal Name)						Name of Business (Doing Business As / Same as Signage)								
Corporate / Billing Address						Location Address (attach additional locations)								
City						City	/				State		Zip	
Phone #			Federal Tax ID	I		Phone #					Fax #			
Name (as it appears	Name (as it appears on your income tax return)								ch IRS Form W-8)					
NOTE: Failure to provide accurate information may result in a withholding of merchant funding						g per IRS Regulations (See Part III, Section A.3 of your Program Guide for further information.)								
Web Address Email Address									Cor	ntact Name				
section 2) merchant information Check One: □ RETAIL □ SERVICE □ HOME □ MO/TO □ INTERN									NTERNET					
	NEW ACCOUNTS Have you been placed on the "CTMF" (Combined Terminated Merchant File) Describe business detail to include products and services: RE-PROGRAMS or the "CMNF" (Consortium Merchant Negative File) YES or NO													
SOLE PROR	Pietorship 🗌 pa	RTNERSHIP	□ co	RPORATION T	YPE OF CORPOR	ATION:					STATE OF INC	ORPORATION	۷:	
Do you use any thin	rd party to store, process,	or transmit cardł	nolder data? If so list n	ame/address:	Please list any	y Software us	sed for stori	ng, transmitting	ı, or processin	ng Card Trans	actions or Auth	orization Red	quests:	
How long in Preser	t Business?	YE	ARS	MONTHS	Previous VISA (attach most currer			Processor/Banl	k Name:					
section 3) pr	incipal individual	#1	% ownersh	ір										
Last Name				First Name					MI	Titl	e			
Residence Address					City				1	Sta	te		Zip	
Home Phone #			Social Securi	ty #			DOB		Driver's Lic	cense #			State	1
section 4) pr	incipal individual	#2	% ownersh	ір										
Last Name				First Name			MI Title							
Residence Address					City				State Zip			Zip		
Home Phone #	Home Phone # Social Security #						DOB		Driver's Lic	cense #			State	!
-	ade references / se	ettlement in		ase attach void	led check)									
Trade (Business) Address								Contact				Phone		
Trade (Business)			Address				Contact Phone #				:#			
Bank Name (Check	ing)		Address					Account #				Phone	:#	
section 6) pr	ocessing and agre	ement volu	me						(for	internal	use only)	□ MO	NTHLY	DAILY
AVG TICKET	AVG TICKET \$ MONTHLY VISA/MC/DISCOVER NET					VORK VOLUME	\$		PEAK	SEASON VISA/M	IC/DISCOVER NET	Work Vol.	\$	
section 7) ter	rminal informatio	n						REPROG	RAM C	D PURCI	HASE/LEAS	SE (MBN) 🗆 LE/	ASE
🗆 ОМАНА	□ NASHVILLE		T 🗌 BUYP	ASS 🗌 RET	AIL	FIRST DA	TA GLOBAL	LEASING:	□ YES o	or 🗆 NO	LEAS	SE TERM:		MONTHS
RESTAURAN	RESTAURANT MO/TO RETAIL TIP QUICK SERVE REST W/TIP HOTEL				□ HOTEL	This is	a non-c	ancelable	lease for t	the full te	rms indica	ted.	Client's Initials	:
Terminal Type:			Printer Type:			Monthly Lease Charge for this Location: \$ without tax Annual Tax/Handling Fee: \$10.20								
Software Type:			Other:			Wireless								
APPLY FOR: AMEX ENTITLEMENT SERVICES MERCHANT NUMBER														
										#				
SWIPED % IMPRINT/KEYED % MO/TO % INTERNET % = 100%						DINERS CLUB/CARTE BLANCHE # JCB #								
□ MO/TO % □ INTERNET % = 100% □ TELECHECK (SPLIT DIAL) □ LICENSE # OR □ MMICR □ GUARANTEE □ ECA						□ JCB # □ TELECHECK SE# #								
section 8) merchant site survey report (to be completed by Independent Agent)														
		, 1 .	o be completed DFFICE BUILDING	WAREHOUS	0	SIDENCE	🗆 от	HER	The Me	rchart.			SEC huildin	
MERCHANT LOCATION: STORE FRONT OFFICE BUILDING WAREHOUSE RESIDENCE OTHER The Merchant: OWNS LEASES building premises Landlord Name: Landlord Phone #: Landlord Phone #: Landlord Phone #: Landlord Phone #: Landlord Phone #:														
YES NO						YES	NO							
Merchant appears to be conducting business as represented in the application.														
Merchant is adequately staffed and stocked to do business.														
								Have you co	Have you confirmed the signer as owner and/or principal of the business?					
·	1					1								

r														
section 8) cont.													MBN	1501 BASIC
COMMENTS.														
l here	eby ve	erify that I hav	e phys	sically inspected the bus in this app		ss premises of tion is correct					y that	all information subm	itted	
Inspected By / Sales Repres	entative	e (print name)								Branch #				
Signature											Date			
section 9) service f	iee sc	hedule									<u> </u>			
,			STERCA	ARD and DISCOVER TRANSAC	тю	NS. unless any se	lections below	are che	ecked		See	e Section 1.9 of the Program		details
ne is presumed you will				EDIT Transactions ONLY	-							regarding limited acceptance		
MASTERCARD		•			PIN DEBIT Transactions ONLY						REDIT Transactions ONLY Ion-PIN DEBIT Transactions ONLY			
		•		ork CREDIT Transactions ON		•			lasterCard, V	isa & Discover				
DISCOVER NETWORK		•				A 1111	Pass T	<u> </u>		& Assessments isa & Discover Due	es &			
		Accept Discove	r Netwo	ork Non-PIN DEBIT Transac	tion	s ONLY	Assess					Enhanced Reco	/ery Redu	iced (ERR) Rate
			r		lisc	ount fees (Based		Volume))					
FEE CATEGORY Visa/MC/Discover Network Q				DISCOUNT RATE				CTION FEE ERR%			%			
Visa/MC/Discover Network @	-							N/A			/0			
Visa/MC/Discover Network N					% \$ % \$			-		N/A				
Visa/MC/Discover Network Q				%↓ %\$							%			
Visa/MC/Discover Network M	1ID-QUA	L DEBIT		% \$			N/A							
Visa/MC/Discover Network N	ION-QUA	L DEBIT			% \$			N/A						
						american e	xpress rates					·		
American Express Disc	ount Ra	te	or	American Express Month	lv Fla		r.	0.30% C	NP Downgrad	de Fee		SERVICES. WHOLESALE	□ \$0.	15 Trans Fee
Estimated \$		ual American Expres	-		,	Average Ticket	RESTAURANT		30% CNP Dov			RETAIL S0.10 Trans Fee		
Daily Gross Pay Monthly Gross Pay (+ 0.03% if \$100K +) Pay Frequency: 3 Day 15 Day 30 Day														
, ,			,			on & capture t	, ,			,	,	,		
VISA/MC/DISCOVER NETWO	RK AUTI	H FEE \$		AMERICAN EXPRESS \$	ain	on a capture t	ransaction ic	.cs (lee	e per item)	BAT	CH FEE	\$		
DINER'S \$		··· •			TRANSARMOR AUTH FEE \$					JCB		•		
GATEWAY TRANS FEE \$				WIRELESS TRANS FEE \$,,,,,	•				
· · · · · · · · · · · · · · · · · · ·				•			h. f							
MIN. MOI	NTHI Y F	EE \$		per location		montr	ly fees	-MERCH/	ANT VIEW	\$		per locatio	n	
	EMENT F			per statement			INTERNET ACCESS FEE \$				per vebsite			
WIR	ELESS F			per location						•				
		talach	ock ra	ates & fees 🗆 yes 🗉	– n	0					pin de	bit □ yes □ no		
Inquiry Rate		tereen	%	ACH Processing Fee	88	\$	5.00		PIN Debit	Fee (per transaction)		\$		
December Risk Surcharge		0.10	%	Client Requested Operator Call	(CRO		2.50			ess Fee (per location	, 	\$		
Per Transaction Fee	\$		70	ECA Chargeback Fee	(- <u>/</u> \$	5.00			Debit Network				%
	-			(only charged when entitled with Telecheck)		-			Proc	essing Fees		n Debit Other Volume Percen		
Monthly Minimum Fee	\$	per l	ocation	Statement/Processing Fee		\$	5.00		When entitled	with Telecheck, see Pro	ogram Guide	e for definitions, warranty requiremen	is and any a	additional fees.
	*					ebt	fees							
EBT Fees (per transaction)	\$			Monthly Access Fee \$			EBT (SNA	P/FNS) N	lumber:			☐ Food Stamps	🗌 Ca	sh Benefits
						othe	r fees	_						
PCI Compliance Monthly Fee	e	\$		Cost Plus			%	Other	Volume %		E	arly Termination Fee	\$	
IRS TIN Processing Monthly Fee \$ IRS TIN I			IRS TIN Non Compliance	IRS TIN Non Compliance Monthly Fee \$			Application Fee \$			A	nnual Membership Fee	\$		
One-Time Admin Fee \$ EZmobilebiz Monthly Fee* \$								Zmobilebiz One Time Fee*	\$					
						£1		mobilebiz	Merchant Agre	ement for Terms and	Conditions	· · · · · · · · · · · · · · · · · · ·		
WRIGHT EXPRESS:	Other H	iem Rate \$		per item	v		es & fees		%	Other Item Rate	¢			per item
MINIMIT LALINESS:	oundi II	un nait 🗸 🦊		per item	1 1	VIAULIN ((~~ 1L		/0	ounce nelli ndle	-Ψ			Per nelli

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miscellaneous fees

Checking Account (DDA Change) - \$25.00, ACH Reject Fee- \$25.00, Chargeback Fee (per item) - \$25.00, Documentation - \$2.00 per page, Research/investigation Fee - \$150.00 per hour (\$25.00 minimum), 3rd Party Help Desk Calls - \$6.00 per call, Retrieval Fee - \$10.00 per item, Merchant Club - \$12.95 per location, Voice Authorization - \$0.95 per item, Electronic AVS Fee - \$0.05 per item, Voice AVS Fees - \$2.25 per item, Annual Membership - \$89.00 applies unless otherwise indicated in higher above field. Pass through Card Association fees at cost for the following: MasterCard Processing Integrity Fee; MasterCard National Acquirer Brand Usage (NABU) Fee; MasterCard Cross Border Fee; MasterCard Acquirer Support Fee; Visa Misuse of Authorization Fee; Visa Zero Floor Limit Fee; Visa Acquirer Processing Fee; Visa International Acquirer Fee; Visa ACQ ISA Fee; Discover International Processing & Service Fee; Discover Data Usage Charge. Authorize Net Gateway - \$0.05 per transaction for monthly volume over \$5,000. In the event that Client terminates or breaches the terms of this Agreement before the end of the initial three (3) year term or during any subsequent term, Client shall be obligated to immediately pay Acquirer or its representative, as liquidated damages, an early termination fee in addition to any other monthly fees in the Merchant Processing Agreement for the remaining term of the Agreement.

section 10) guaranty

The undersigned guarantees to Processor and Bank the performance of this Agreement, TeleCheck Services 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. Processor 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 Processor and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

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.

SIGNATURE OF PERSONAL GUARANTOR (No Title)	DATE	SIGNATURE OF CO-PERSONAL GUARANTOR (No Title)	DATE

section 11) merchant acceptance

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 MC, Visa and Discover Network Tiered Grid ID Numbers, Program Guide (Version MBN1501) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-11), 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 Processing Volume section in this Merchant Processing Application, 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 as Section 34, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes Processor 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 names in this Merchant Processing Application. Client authorizes Processor 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. 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 applica

"By signing below, I represent that I have read and an 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 Merchants Bancard Network 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 Merchants Bancard Network (MBN) 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 MBN 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 MBN 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."

If MBN does not approve Client for a Merchant Processing Agreement in connection with this Application, Client hereby consents to forwarding all information contained in this application, as well as all other information disclosed by Client in connection with this application to First Data Merchant Services, for the purpose of considering Client for a merchant processing account subject to the same terms, conditions and pricing. 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 Processor and Bank.

SIGNATURE OWNER / AUTHOIRIZED OFFICER NO.1	TITLE	PRINT NAME	DATE
SIGNATURE OWNER / AUTHOIRIZED OFFICER NO.2	TITLE	PRINT NAME	DATE
Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Cree	ek, CA 94598		MBN1501 BASIC
PRINT NAME			
SIGNATURE OF AUTHORIZED OFFICER MBN		TITLE	DATE
SIGNATURE OF AUTHORIZED OFFICER ACQUIRER		TITLE	DATE