

MERCHANT PROCESSING APPLICATION AND AGREEMENT



Merchant Warehouse

Sales Office _____ Print Sales Rep Name _____ Sales ID# _____

Merchant Number _____ Sales Rep. Signature _____ Phone #: _____

MerWareOP1604(ia)	I. BUSINESS INFORMATION	MerWareICP1605(ia)
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Client's Business Name (<i>Doing Business As</i>):			Client's Corporate/Legal Name (<i>Use Also For Headquarters' Information</i>):		
Business Address (<i>No P.O. Box</i>):			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 Phone #:	Contact Fax # / E-mail Address:		
Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location			Customer Service E-mail Address:		
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 IV, Section A.4 of your Program Guide for further information.)					
SIC/MCC:	Detailed Explanation of Type of Merchandise, Products or Services Sold:				

2. OWNERS / PARTNERS / OFFICERS

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

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
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4. SETTLEMENT INFORMATION

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

5. THIRD PARTY / EQUIPMENT 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: _____

6. TRANSACTION INFORMATION

FINANCIAL DATA		WHERE IS SALE TRANACTED? (<i>Must = 100%</i>)	
Average Monthly Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Store Front / Swiped	_____ %
Average MONTHLY MC/Visa/Discover Network/American Express Volume	\$ _____	Internet	_____ %
Average MC/Visa/Discover Network/American Express Ticket	\$ _____	Mail Order / Telephone Order	_____ %
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____		Face to Face Keyed	_____ %
		Total	100 %

7. SERVICE FEE SCHEDULE

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

MasterCard Acceptance	Visa Acceptance	Discover® Network Acceptance
<input type="checkbox"/> Accept MC Credit transactions <i>only</i>	<input type="checkbox"/> Accept Visa Credit transactions <i>only</i>	<input type="checkbox"/> Accept Discover® Network Credit transactions <i>only</i>
<input type="checkbox"/> Accept MC Non-PIN Debit transactions <i>only</i>	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions <i>only</i>	<input type="checkbox"/> Accept Discover® Network Non-PIN Debit transactions <i>only</i>

See Section 1.9 of the Program Guide for details regarding limited acceptance.

Discount Collected Daily Monthly

7. SERVICE FEE SCHEDULE (cont'd)

DISCOUNT RATES: Visa/MC/Discover Network: Check /Debit Cards _____ % \$ _____ Credit Cards _____ % \$ _____ Visa/MC/Discover Network IC Pass Thru You will be charged the applicable interchange rate and assessment fee from MasterCard, Visa and Discover Network, plus any other fees indicated in this Service Fee Schedule.	Discount Rate _____ % _____ %	Per Item \$ _____ \$ _____	Monthly Service Fee \$ _____ Application Fee \$ 0.00 Voice Auth Fee \$ _____ Annual Fee \$ N/A Min. Monthly Discount Fee \$ _____ Retrieval Fee \$ _____ Chargeback Fee \$ _____ AVS (per trans.) \$ _____ Per Batch \$ _____	Debit Network Access \$ N/A Wireless Fee \$ _____ Early Termination Fee \$ _____ MerchantWARE Fee \$ _____ ACH Reject Fee \$ _____ Compliance Svc Pkg \$ _____ <input type="checkbox"/> ann. <input type="checkbox"/> quar. Other: \$ _____
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TRANSACTIONS: Per Trans/Communication \$ _____ American Express Per Trans/Communication \$ _____ PIN Debit (plus the applicable network fees) \$ _____	AMERICAN EXPRESS: New Service Requested? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> One Point / Full Service (EDC) or <input type="checkbox"/> ESA/Pass Through* Per Item Rate \$ _____ SE #: _____ American Express OnePoint Rate _____ % Per Item \$ _____
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*American Express will charge either a Flat Fee of \$ 7.95 or a Discount Rate and Transaction Fee directly to the merchant. 0.30% downgrade will be charged for transactions whenever a CNP (Card Not Present) charge occurs. CNP means a charge for which the card is not presented at the point of purchase (e.g., charges by mail, telephone or internet), is used at unattended establishments (e.g., customer activated terminals), or for which the transaction is key entered. An inbound fee of .40% will be applied to any charge made using a card issued by an Issuer located outside of the United States.

The following fees will be passed through: **VISA** – Misuse of Authorization, Zero Floor Limit, International Acquirer, ACQ ISA, Trans Integrity, *Fixed Acquirer Network Fee (FANF), APF, Kilobyte Fee; **MASTERCARD** – Acquirer Support, Cross Border, Processing Integrity, NABU, Kilobyte Fee, Acquirer License Fee; **DISCOVER** – International Processing, Data Usage, International Service. TIN/TFN Invalid - \$50.00 (Monthly). *See Part IV Section A.3 for Billing Tables

8. SIGNATURE(S)

MerWareOP1604(ia) _____ MerWareCP1605(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 MerWareOP1604(ia)) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-8), 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 6, 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 American Express Card Acceptance Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the American Express Card Acceptance Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

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 MerchantWarehouse.com LLC (MW) 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 from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct MW and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 am able to read and understand the English language. I understand that upon AXP's approval of the Application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for MW 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 MW 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.

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 MW and Bank.

Client's Business Principal/Officer:

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

Print Name of Signer _____ Print Name of Signer _____
 (must match name in Section 2) (must match name in Section 2)

Title _____ Date _____ Title _____ Date _____

Personal Guarantee: In exchange for MW, Wells Fargo Bank, N.A., and American Express (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the American Express Card Acceptance 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.

Signature **X** _____ Print Name _____ Date _____

Signature **X** _____ Print Name _____ Date _____
 (must match name in Section 2)

(For Internal Use Only)

Accepted By MerchantWarehouse.com LLC _____ **Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598**

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

Title _____ Date _____ Title _____ Date _____

**PROCESSOR
INFORMATION:**Name: MerchantWarehouse.com LLCAddress: 1 Federal Street, 2nd Floor, Boston, MA 02110

URL: _____

Customer Service #: 1-800-941-6557

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. 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** (also referred to as your Settlement 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.
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.
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.
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), 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."

9. Card Organization Disclosure**Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.**

The Bank's mailing address is 1200 Montego, 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.html>

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 MerWareOP1604(ia)] consisting of 37 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.merchantwarehouse.com/mpa

Password: merchant

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