

**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:

*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841¹, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations².

¹Registration for MCC 7841 is only required for non-face-to-face adult content

²Information herein, including applicable MCCs, is subject to change

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 Volume 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 Ticket: \$ _____

Total Annual American Express 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

Client's Corp./Legal Name: _____
(Also for Headquarter's Info. and if different then DBA)

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

Other: _____

State Incorporated: _____

Date Business Acquired: _____

SS #: _____

of Employees: _____

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations
(See Part IV, A.4. 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 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
 Web Page **or** URL _____ (required if Gov't Contract)

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 (Discover Network systems and rules will process and govern JCB, Diners Club International, and BC Card Transactions.)

Voyager Fleet* **or** Existing Voyager Acct #: _____ Annual Voyager Vol.: \$ _____

MC Fleet Wright Express **or** Existing WEX Acct #: _____

*Tax exempt Voyager Cards accepted: Yes No

WEX Full Acquiring Annual WEX Volume \$ _____

American Express Amex Pass Through (existing) SE # _____ IATA/ARC: _____ (MCC 4722)

Check one for Pass Through: Split Dial EDC

Debit Pkg: _____ EBT SNAP / FNS # (XREF): _____ Non Lic. JCB (EDC) Existing SE #: _____

DESCRIBE EQUIPMENT DETAILS

Network: (206) CARDnet® Nashville Bypass Other: _____ Specify Security Code: ()

Customer-Owned Lease • Purchase* (check 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	Clover Unit Price w/o Tax	For Customer-Owned Equipment Track / Version/Serial #
C L *P		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
C L *P		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
C L *P		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

*Clover Equipment Purchase Only: This is for information purposes only. Please refer to your equipment purchase agreement with TASQ Technology, Inc. or your equipment lease agreement with First Data Global Leasing for information and pricing and fees for your equipment or hardware. You are not purchasing or leasing equipment from Processor and you acknowledge and agree that Processor will have no obligation or liability relating to such purchase or lease of equipment. Your purchase or lease of equipment is subject to separate terms and conditions between you and the equipment seller or lessor.

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 for This Location: \$ _____ Total Cost to Lease (without tax): \$ _____

(w/o taxes, late fees, or other charges that may apply. See Lease Agreement for details. This is a NON-CANCELABLE lease for the full term indicated.)

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received the copy of the MPA, the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page (version FDSISOOB1811(ia)) and agrees to be bound by all provisions as printed therein as modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this MPA and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. 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 MPA 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 Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

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 MPA 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 MPA 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.

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 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: In exchange for FDS Holdings, Inc., and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), 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 _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By FDS Holdings, Inc.

Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), 1200 Montego Way, Walnut Creek, CA 94598

Signature X _____ Signature X _____

Title _____ Date _____ Title _____ Date _____