

MERCHANT PROCESSING APPLICATION AND AGREEMENT

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

I. BUSINESS INFORMATION

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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 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: _____	
FEDERAL TAX ID #:		Detailed Explanation of Type of Merchandise, Products or Services Sold:			
SIC/MCC:					

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:	City:	State:	Zip:
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: _____

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

Equipment: Make: _____ Model: _____ Price: \$ _____

6. VISA/MASTERCARD AND DISCOVER® NETWORK RATES AND SERVICE FEE SCHEDULE

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

- | | | |
|--|--|--|
| <p>MasterCard Acceptance</p> <p><input type="checkbox"/> Accept MC Credit transactions <i>only</i></p> <p><input type="checkbox"/> Accept MC Non-PIN Debit transactions <i>only</i></p> <p><input type="checkbox"/> Discount Collected <input type="checkbox"/> Daily <input type="checkbox"/> Monthly</p> | <p>Visa Acceptance</p> <p><input type="checkbox"/> Accept Visa Credit transactions <i>only</i></p> <p><input type="checkbox"/> Accept Visa Non-PIN Debit transactions <i>only</i></p> | <p>Discover Network Acceptance</p> <p><input type="checkbox"/> Accept Discover Network Credit transactions <i>only</i></p> <p><input type="checkbox"/> Accept Discover Network Non-PIN Debit transactions <i>only</i></p> |
|--|--|--|
- See Section 1.9 of the Program Guide for details regarding limited acceptance.

6. VISA/MASTERCARD AND DISCOVER® NETWORK RATES AND SERVICE FEE SCHEDULE (cont'd) Page 2 of 2

DISCOUNT RATES:	Visa/MC/Discover Network:	Discount Rate	Per Item	Statement	
	Check/Debit Cards	_____ %	\$ _____	Cust. Service	\$ _____ Chargeback Fee \$ _____
	Credit Cards	_____ %	\$ _____	Application Fee	\$ _____ AVS (per trans.) \$ _____
MC/Visa/Discover IC Pass Thru				Voice Auth. Fee	\$ _____ Per Batch \$ _____
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.				Annual Fee	\$ _____ Debit Network Access \$ _____
TRANSACTIONS:	Per Transaction/Communication	American Express Per Trans/Communication	PIN Debit (plus the applicable network fees)	Min. Monthly Discount Fee	\$ _____ Wireless Fee \$ _____
	\$ _____	\$ _____	\$ _____	MC NABU Fee	\$ _____ Early Termination Fee \$ _____
AMERICAN EXPRESS: New Service Requested? <input type="checkbox"/> Yes <input type="checkbox"/> No				Visa APF Fee	\$ _____ Other: \$ _____
Existing American Express # _____				Retrieval Fee	\$ _____

7. TRANSACTION INFORMATION

FINANCIAL DATA

WHERE IS SALE TRANSACTED? (Must = 100%)

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____
Average MONTHLY MC/Visa/Discover Network Volume	\$ _____
Average MC/Visa/Discover Network Ticket (Estimate If Never Processed in Past)	\$ _____
Highest Ticket Amount	\$ _____
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____	

Store Front / Swiped	_____ %
Internet	_____ %
Mail Order / Telephone Order	_____ %
Face to Face Keyed	_____ %
Total	100 %

8. SIGNATURE(S)

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 [Ver PerformCAP357(a)] 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 7, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes Performance Capital and Wells Fargo Bank, N.A. ("Bank") and their agents to investigate the references, statements and other 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 Performance Capital and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal 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 information in order to verify your identity while processing your account application. If Dylfa UbwW 7 Ud]H does not approve Client for a Merchant Processing Agreement in connection with this Merchant Processing Application, Client hereby consents to the forwarding of all information contained in this Merchant Processing Application, as well as all other information disclosed by Client in connection with this Merchant Processing Application to FDMS, for the purpose of considering Client for a merchant processing account subject to the same terms, conditions and pricing contained in the Agreement.

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 Capital Bankcard 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 Capital Bankcard 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 Capital Bankcard 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 Capital Bankcard 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 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 Capital Bankcard and Bank.

Client's Business Principal/Officer:

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

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

Personal Guarantee: The undersigned guarantees to Performance Capital and Bank the performance of this Agreement and any addendum thereto by Client, and in 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. Performance Capital and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding 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 Performance Capital and Bank. The term of this guarantee shall be for the duration 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.

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

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

Accepted By Capital Bankcard
(For Internal Use Only)

Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598
(For Internal Use Only)

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

CONFIRMATION PAGE

Please read the Merchant Processing 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.

- Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Card Processing Program Guide).
- We may debit your bank account** from time to time for amounts owed to us under the Agreement.
- 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.
- If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20.
- We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest).
- By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement early, you may be responsible for the payment of early termination fees as set forth in Section 36, Additional Fee Information.
- If you lease equipment from Processor**, it is important that you review Section 34 in Third Party Agreements. **This lease is a non-cancelable lease for the full term indicated.**

10. Association 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:

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- 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.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Association thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Association rules.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it received (either in person, by facsimile, or by electronic transmission) the complete Program Guide [Version CapBankI 206(ia)] consisting of 30 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.capitalbankcard.net/mpa

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.

Client's Business Principal:

Signature (Please sign below):

X

_____ Title

_____ Date

_____ Please Print Name of Signer