



MERCHANT CREDIT CARD PROCESSING APPLICATION AND AGREEMENT PAGE 1 of 2

Primary Sales Partner Name and Number:
Sub Sales Partner Name and Number:

BUSINESS INFORMATION		
Business LEGAL Name:	Taxpayer Identification Number: (9 digits)	
Email Address (Required):	Business DBA (if different from legal name):	
Business Mailing Address:	Business Physical Location Address:	
City, State, ZIP:	City, State, ZIP:	
Contact: (First) (M.I.) (Last)	Business Phone Number:	FAX Number:

OWNERSHIP / GUARANTOR INFORMATION			
Owner / Partner / Officer: (First) (M.I.) (Last)	Social Security #:		
Ownership Percentage:	Mobile Number (Required):	Home Phone Number:	Date of Birth:
Home Address:		City, State, ZIP:	

MERCHANT PROFILE			
Type of Ownership: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit		Type of Business: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Internet <input type="checkbox"/> MOTO	
Type of Goods and Services Sold:		For card not present merchants (MOTO) please provide marketing materials and web address: WWW. _____	
Average Ticket: \$ _____	Maximum Ticket: \$ _____	Average Monthly Volume: \$ _____	Swiped / Keyed Percentage (must total 100%): Swiped Percentage _____ % Keyed Percentage _____ %
Have you ever processed payment cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom? _____		Reason for leaving? _____	
		Have you ever been terminated by a payment processor? <input type="checkbox"/> Yes <input type="checkbox"/> No	

BANK ACCOUNT INFORMATION			
Please provide a voided check	Routing Number:	Bank Account Number:	
	Bank Name:	Bank Phone Number:	

IMPORTANT INFORMATION	
For "Member" Bank: Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598 (925) 746-4167.	For "TMS": 21650 Oxnard Street Ste 1200 Woodland Hills, CA 91367
Important Member Bank (Acquirer) Responsibilities <ol style="list-style-type: none"> The Bank is the only entity approved to extend acceptance of Card Organization 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 Card Organization 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. 	Important Merchant Responsibilities <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements. Maintain fraud and chargebacks below Card Organization thresholds. Review and understand the terms of the Merchant Agreement. Comply with Card Organization rules. Retain a signed copy of this Disclosure Page <p>The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.</p>

SCHEDULE OF FEES			
Qualified Discount Rates	Assessments	Account Servicing	
_____ % Visa / MC / Discover / PIN Debit	0.1100 % Visa	_____ Monthly Minimum	
_____ % American Express	0.1100 % MasterCard	_____ Monthly Service Charge	
_____ % Other: _____	0.1050 % Discover	_____ Monthly Compliance Program*	
Surcharge	0.1500 % American Express	_____ Monthly Debit Service Fee	
_____ Partially Qualified (except Amex)	Pass-Thru Fees and Access	_____ Termination Fee	
_____ Non-Qualified	\$0.0195 Visa - Credit	_____ Annual Fee	
Communication	\$0.0155 Visa - Debit	Monthly	Per Transaction
_____ Visa / MC / Discover / American Express	\$0.0185 MasterCard	_____ Internet Gateway	_____ Internet Gateway
_____ PIN Debit _____ Batch Deposit	\$0.0185 Discover	_____ Wireless**	_____ Wireless
Interchange	0.4000 % American Express Crossborder	Statement (Select both if desired)	
_____ Visa / MC / American Express / Discover Credit	0.3000 % American Express Card N/P	<input type="checkbox"/> U.S. Mail Statement (per month \$2)	
_____ Visa / MC / Discover Debit	Visa FANF & MasterCard ALF fees based on business type and volume processed.	<input type="checkbox"/> Online eStatement (per month \$0)	

* Compliance Program Fee waived for first 12 months ** Wireless Fee per terminal

SIGN HERE

Signature, Principal or Corporate Officer

Date

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PLACEMENT / (RENTAL*) INFORMATION

Hypercom: <input type="checkbox"/>	Other:	Shipping (standard 2 day):	Ship To:
<input type="checkbox"/> w/ External PIN Pad <input type="checkbox"/> Check Imager	<input type="checkbox"/> Wireless <input type="checkbox"/> Payment Jack *	Qty: _____ <input type="checkbox"/> Overnight <input type="checkbox"/> Priority <input type="checkbox"/> Saturday	<input type="checkbox"/> Merchant Physical <input type="checkbox"/> Sales Partner <input type="checkbox"/> Special *

REPROGRAM INFORMATION

Hypercom:	Verifone:	Nurit:	Swap out existing PIN Pad:
<input type="checkbox"/> T7 Plus <input type="checkbox"/> T4100 <input type="checkbox"/> T4220 <input type="checkbox"/> M4230	<input type="checkbox"/> 3740 / 3740DC <input type="checkbox"/> 3750 / 3750DC <input type="checkbox"/> Vx510 / 3730 <input type="checkbox"/> Vx510LE / 3730LE <input type="checkbox"/> Vx570 / Vx570DC	Qty: _____ <input type="checkbox"/> 8000GPRS <input type="checkbox"/> 8320 <input type="checkbox"/> 8020	<input type="checkbox"/> Yes <input type="checkbox"/> No _____

FEATURE INFORMATION

Terminal Features:	No-Tips Retail / Restaurant: AutoBatch Time: _____	Configuration:	Internal Debit:	Groovv Offers:
<input type="checkbox"/> Tips Retail / Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> MOTO <input type="checkbox"/> Special *		<input type="checkbox"/> Dial Config. <input type="checkbox"/> IP Config.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes \$ _____ per month

*a rental terminal or selecting these features requires completion of the APPLICATION ADDENDUM FOR SPECIAL REQUESTS

CARDS TO BE ACCEPTED

Debit Service	Check all that you DO NOT want to accept: <input type="checkbox"/> Visa Check <input type="checkbox"/> Debit MasterCard
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AMERICAN EXPRESS

Annual volume > \$1,000,000 <input type="checkbox"/> Yes <input type="checkbox"/> No	American Express Acceptance: <input type="checkbox"/> Yes <input type="checkbox"/> No	American Express Marketing: <input type="checkbox"/> Yes <input type="checkbox"/> No
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DISCLOSURE SECTION

 http://usa.visa.com/merchants/operations/op_regulations.html	 http://www.mastercard.com/us/merchant/support/rules.html
 http://www.discovernetwork.com/merchants/	 You may download "American Express Merchant Operating Requirements" at: http://www.globalpaymentsinc.com/GPDB/AccessDOC.aspx?SubDoc_ID=1383

REQUIRED SIGNATURES

All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant, and all information provided herein is true, complete, and accurate. Total Merchant Services, Inc. ("TMS") and Wells Fargo Bank (the "Member Bank" and, collectively with TMS, the "Servicers") shall not be responsible for any change in printed terms unless specially agreed to in writing by an officer of each Servicer. By signing below you are agreeing to the provisions stated within this merchant application, and have acknowledged receipt and have read the Merchant Credit Card Processing Agreement (the "Merchant Agreement"). Those provisions must be read before signing. By signing below you agree to the terms and conditions contained in the merchant application and the Merchant Agreement. The indicated officers below have the authorization to execute the Merchant Agreement on behalf of the here within named business. **MERCHANT UNDERSTANDS THAT THE MERCHANT AGREEMENT WILL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY SERVICERS AND A MERCHANT NUMBER HAS BEEN ISSUED.** Merchant authorizes Servicers to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which the Servicers are authorized to perform such functions under the Merchant Agreement, for the purposes set forth in the Merchant Agreement. This authorization extends to the entire amount in said account from time to time, and includes without limitation amounts due to and/or owed by Merchant under the Merchant Agreement, lease, rental, or purchase agreements for POS (Point of Sale) terminals and accompanying equipment and check guarantee fees and amounts due for supplies and materials. The Automated Clearing House authorization cannot be revoked until all Merchant obligations under the Merchant Agreement are satisfied, and Merchant gives Servicers written notice of revocation. An investigative or credit report may be made in connection with the application. Merchant authorizes Servicers and/or any of their agents to investigate the references provided or any other statements or data obtained from Merchant, or from any credit or financial investigative agencies. Merchant has a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. A complete copy of your Merchant Agreement can be obtained at the following URL:

IN ORDER TO DISPUTE ANY CHARGE OR FUNDING, MERCHANT MUST NOTIFY SERVICERS IN WRITING WITHIN 30 DAYS OF THE DATE OF THE STATEMENT WHERE SUCH CHARGE OR FUNDING APPEARS OR SHOULD HAVE APPEARED. THE LIABILITY OF SERVICERS IS LIMITED UNDER THE MERCHANT AGREEMENT. THE MERCHANT AGREEMENT CONTAINS MANDATORY PROCEDURES FOR RESOLVING DISPUTES. ARBITRATION IS REQUIRED IN ALL BUT CERTAIN LIMITED CIRCUMSTANCES, AND PURSUING CLAIMS ON A CLASS-WIDE BASIS IS PROHIBITED. Please review the Merchant Agreement for further details.

Merchant Advantage Program: All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage Program. Merchants who choose to remain in this program will be charged a monthly fee of \$9.95 plus \$4.95 for each additional terminal following the free trial period. Merchants may opt out of this program at any time. For details please visit www.myaccountadvantage.com

SIGN HERE	Signature Principal or Corporate Officer	Print Name	Date
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(Stamped signatures not accepted)

As a primary inducement to Servicers to enter into the Merchant Agreement, the undersigned Guarantor(s), by signing below, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Servicers under the Merchant Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Servicers, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Servicers may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to them or any security held by Servicers or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Servicers. Guarantor(s) understand that the inducement to Servicers to enter into the Merchant Agreement is consideration for this guaranty, and that this guaranty remains in full force and effect even if Guarantor(s) receive no additional benefit from this guaranty. An investigative or credit report of Guarantor(s) may be made in connection with this application. Guarantor(s) authorize Servicers and/or any of their agents or designees to investigate the references provided or any other statements or data obtained from Guarantor(s), or from any credit or financial investigative agencies. Guarantor(s) have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

SIGN HERE	Signature, an Individual	Print Name	Date
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(Stamped signatures not accepted)

Internal Use Only

Placement / Rental Plan	<input type="checkbox"/> 100 UF <input type="checkbox"/> WUF	Reprogram / Software Plan	<input type="checkbox"/> 100 UF <input type="checkbox"/> WUF <input type="checkbox"/> 70 / 30 <input type="checkbox"/> NL	Other	<input type="checkbox"/> NDF
Signed for Total Merchant Services:	Print Name:	Title:	Date:		
Signed for Global Direct / Member:	Print Name:	Member Name: Wells Fargo Bank, National Assoc.	Date:		