



MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship _____

Association _____

Sales Rep Name _____

Application Date _____

Next Generation Bank Card Solutions

1. GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION 3. BUSINESS STRUCTURE Page 1 of 4

Client's Business Name (Doing Business As)			Client's Corporate/Legal Name (Must match IRS income tax filing)		
Location Address			Corporate Address (If Different Than Location)		
City	State	Zip	City	State	Zip
Location Phone		Location Fax	Contact Name		Contact Phone
Customer Service Phone		Prior Security Breach? Yes No	Business Email		D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing)		Tax Type
Multiple locations? Yes No if Yes, enter # of locations _____			Tax Filing Name		
Additional location to existing MID Send retrieval/chargeback requests to Corporate Address			Location Address		Date Business Started
Send monthly merchant statements to			Corporate Address		Location Address
Sole Prop Partnership LLC/LLP C Corp S Corp			Govt. (Local/State/Federal)		501c/Tax Ex. State Filing: _____
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)			NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.3 of your Program Guide for further information.)		

4. OWNERS/PARTNERS/OFFICERS 5. TRADE REFERENCE

OWNER/PARTNER/OFFICER 1		OWNER/PARTNER/OFFICER 2		TRADE REFERENCE	
Name		Name		Business Name	
Title	% Ownership	Title	% Ownership	Business Address	
Home Address		Home Address		City	State Zip
City	State Zip	City	State Zip	Contact	
Telephone		Telephone		Telephone	
Social Security #	Date of Birth	Social Security #	Date of Birth	Account #	
Email Address		Email Address			
Prior Bankruptcies? Yes No		Business and/or Personal		Date Discharged: _____	

6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION (see Section 9 American Express)

Business Type:		Retail	Restaurant	Mail/Telephone Order	Internet	Lodging	Supermarket	Government
		Petroleum	Utilities	Healthcare	Education	QSR	Charity/Non Profit	B2B Other
Requested Monthly Payment Card Volume _____				Card Present Swiped _____ %		Sales to Consumers _____ %		
Requested Average Payment Card Ticket _____				Card Present Not Swiped _____ %		Sales to Business _____ %		
Requested Highest Payment Card Ticket _____				MOTO _____ %		Sales to Govt. _____ %		
Seasonal Merchant? Yes No (check open months if yes)				Internet (Ecommerce) _____ %		Days to Delivery _____		
J F M A M J J A S O N D				Previous Processor				
				Reason For Leaving				
Description of products or services sold								
Describe your return policy								

8. BANKING ACCOUNT INFORMATION

Deposit Bank Name		Routing#	Account#	ACH Method:	
Bank Address Location		Bank Phone	Checking Savings	Combined	Individual

9. SERVICE ACCEPTANCE AND FEE SCHEDULE

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

Visa Credit	Visa Non-PIN Debit	MasterCard Credit	MasterCard Non-PIN Debit	Discover Network	American Express Credit	PIN Debit
Select VI/MC/Discover Network Discount Plan: (Based on Gross Sales Volume) Tiered Basic Flat Rate Pass Through I/C Enhanced Recover Reduction (ERR)				Discount Payment Method: Daily Monthly Assessments: Included Bill Separately (If Pass Through I/C - Assessments MUST Bill Separately)		
Select PinDebit Discount Plan: Pin Debit Network Fee Pass-through + _____ % Markup				Brand Fees: Included Bill Separately (If Pass Through I/C - Brand Fees MUST Bill Separately)		

Discount Fees

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
MasterCard			Visa			Discover Network		
Credit Qual			Credit Qual			Credit Qual		
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual		
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual		
CheckCard Qual			CheckCard Qual			CheckCard Qual		
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qual		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qual		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.

American Express

OptBlueSM			Amex Direct		
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue SM Monthly Card Volume	_____	Order New Use Existing
Credit Qual			OptBlue SM Average Card Ticket	_____	CAP # _____
Credit Mid-Qual			OptBlue SM Highest Card Ticket	_____	
Credit Non-Qual			SE #	_____	Existing SE # _____
Credit Pass Through IC			Select OptBlueSM Discount Plan: Tiered Basic Flat Rate Pass Through I/C Enhanced Recover Reduction (ERR)		Monthly flat fee of \$7.95 or Discount Rate may apply
ERR					

Fee applies to all American Express Programs.
 **0.30% downgrade will be charged by American Express for transactions whenever a CNP or 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, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.
 An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

Authorization Fees

Monthly Fees

Visa/MC/Discover Network	_____	Electronic AVS	_____	Monthly Minimum	_____	Industry Compliance	_____
Amex/Fleet/Other	_____	Voice Authorization	_____	Wireless Fee	_____	Monthly Service Fee	_____
Pin Debit Authorization	_____	Voice AVS	_____	PIN Debit Fee	_____		
EBT Authorization	_____			Industry Non-Compliance	Up to \$14.95		

Miscellaneous Fees

MX Merchant Fees

Sales Transaction Fee (All card types)	_____ (per item)	Chargeback Fee	_____ (per occurrence)	MX Merchant Monthly Fee	_____		
Return Transaction Fee (All card types)	_____ (per item)	Retrieval Fee	_____ (per occurrence)	MX Merchant Plan	Reporting	Basic	Plus
Batch Fee	_____ (per item)	Annual Fee	_____		Premium	Enterprise	
ACH Reject Fee	_____ (per occurrence)	Annual Fee Bill Month	_____	MX Gateway Transaction Fee	_____		
				Bill to	Statement	Separate	

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a _____ early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) _____ Signature X _____

12b. Annotation

Blank space for annotation.

13. SIGNATURES

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 PPS1709) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. 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 Merchant Processing Application 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, our Affiliates and our third party subcontractors and/or agents 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 Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express 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 Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("BANK") and their respective 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 PRIORITY and BANK and their respective 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 also 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 application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

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 PRIORITY and BANK.

Client's Business Principal / Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease 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.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By

Priority Payment Systems, LLC
P.O. BOX 246, Alpharetta, GA 30009-0246

Wells Fargo Bank, NA,
1200 Montego Way, Walnut Creek, CA 94598

Signature X _____

Signature X _____

Title _____ Date _____

Title _____ Date _____