

COMPLETE SECTIONS (1-9)

Merchant # _____ Loc. _____ of _____

(1) TELL US ABOUT YOUR BUSINESS

Client (Your Business LEGAL Name): _____ Store #: _____
 Same as Legal Name or provide: DBA/Outlet Name: _____ First/Last Contact Name: _____
 (No P.O. Box) Address: _____ Suite #: _____ City: _____ State: _____ Zip Code: _____
 Your Business Phone: _____ Same as Business Phone **or** Merchant's Customer Service Phone: _____
 Your Fax Phone: _____ Select One for Retrieval Requests: (02) Dedicated 24 Hour Fax (03) No fax; mail

(2) MC/VISA/DISCOVER NETWORK

Your Total Cash and Credit Sales: (For All Outlets) \$ _____ Average Ticket/Sales Amount: \$ _____
 Total Annual MC/Visa Volume: (For All Outlets) \$ _____ Estimated Discover® Network Average Ticket for this Outlet: \$ _____
 Total Discover® Network Volume: (For All Outlets) \$ _____ Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ _____
 Highest Ticket Amount: \$ _____ Estimated Discover® Network Annual Sales Volume for this Outlet: \$ _____

(3) ENTITLEMENTS

MC/Visa Discover® Network Full Processing **or** Discover Pass Through **6 0 1 1**
 Voyager Fleet* **or** Existing Voyager Acct #: _____ Annual Voyager Volume: \$ _____ MC Fleet Wright Express **or** Existing WEX Acct #: _____
 *Tax exempt Voyager Cards accepted: Yes No
 Non-Lic. JCB (EDC) _____ (Existing Account #) _____ **or** JCB License **2 8 0 9 0 0 9 9 0 1**
 Amer. Exp. _____ **or** ESA **9 9 9 9 9 9 9 9 9 9** Check one: Single Settle EDC PIP Reverse PIP
 Amer. Exp. Cap # _____ Franchise Name: _____ Other: _____ SE #: _____
 Debit Package **8 4 0 2 4 1 1 6** EBT FNS # (XREF) _____ FDMS Gift Card (A separate Gift Card Setup Form is required)
 Network: (206) CARDnet® (4000) Nashville (4006) Buypass Other: _____ Specify Security Code: ()

You acknowledge that by accepting a Discover® card for payment, you agree to the terms and conditions of Discover® Network ("Discover"). Such terms and conditions will be sent to you by Discover.

(4) PROVIDE MORE BUSINESS DATA

State Incorpor. _____ Month/Yr. Started: _____ Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. L.L.C. Gov't.
 Check one: TIN Type: EIN (Fed Tax ID #) SSN D&B #: _____ No. of Employees: _____
NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations. (See Part IV, Section 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.)

Mag Swipe **98** % + Keyed Manually **2** % = **100%** Product/Services You Sell: **Fuel and General Merchandise**
 POS Card Present (MAG Swipe and/or Manual Imprint) **100** % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = **100%**
 Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)
 If yes, give name/address: _____
 Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

(5) DESCRIBE EQUIPMENT DETAILS

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

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

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 m CT)
 First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call _____ am pm
 Imprinter Purchase: Yes No If Yes \$ **25.00** x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: GPRS Cingular **or** Other: _____
 Check one: Gateway Solutions Dial Solutions YourPay EFSNET*** Datawire Frame Other: _____ IC Verify Serial # _____
 VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)
NOTE: ***EFSNET Technical Contact: Name _____ E-Mail _____ Phone _____

(6) PROVIDE YOUR OWNER INFORMATION

CB(TCK)1605 Liberty1606
 Owner/Partner/Officer Name: _____ D.O.B: _____ Social Security #: _____ Home Phone: _____ % of Ownership: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Owner/Partner/Officer Name: _____ D.O.B: _____ Social Security #: _____ Home Phone: _____ % of Ownership: _____
 Home Address: _____ City: _____ State: _____ Zip: _____

DBA Name: _____

Interchange Schedule Version: Loc. of
RSA.MVD.S13.1.IC

GROUP FIID#: GLPT BANK FIID#: CHAIN ID#: LII MASTER CHAIN/CHAIN#: LIB

CB(TCK)1605 **(7) CORPORATE - LIBERTY PRICING SCHEDULE** Liberty1606

Discount Fees
(Based On Gross Transaction Volume)

Acceptance of all MC, Visa & Discover Network transactions is presumed unless you indicate which service(s) you do not want by checking that service below.

<p>MasterCard Acceptance</p> <p><input type="checkbox"/> Accept MC Credit transactions</p> <p><input type="checkbox"/> Accept MC Non-PIN Debit transactions</p>	<p>Visa Acceptance</p> <p><input type="checkbox"/> Accept Visa Credit transactions</p> <p><input type="checkbox"/> Accept Visa Non-PIN Debit transactions</p>
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See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange.

Pricing Method:

MC/Visa IC Pass Thru
 You will be charged the applicable interchange rate from MasterCard (564) or Visa (549), plus a MasterCard Assessment Fee (273) of 0.11% or a Visa Assessment Fee (274) of 0.11%, plus any other fees indicated on this Service Fee Schedule.

Transaction Type	Per Transaction Fee
Visa/MasterCard Settled Transaction Fee <i>(to be assessed daily)</i>	\$0.0475
Visa/MasterCard/PIN Debit Declined Transaction Fee	\$0.0475
AMEX, Discover, Diners, Fleet, Transaction Fee	\$0.0475
PIN Debit Settled Transaction Fee <i>(plus applicable debit network fees listed below)</i>	\$0.0825
Debit Sponsorship Fee <i>(per Debit Transaction)</i>	\$0.01
Voyager Settlement – 3.4% + Per Transaction Fee	\$0.0475
AFP Velocity Checking <i>(per velocity checked transaction)</i>	\$0.004

General Information

- Unless otherwise agreed to in writing to the contrary, all discount fees are deducted daily.
- Billable Transactions include: purchases, returns, declines, reversals, authorizations and terminal balancing totals.
- Servicers' Visa/MC/Voyager Settled Transaction fee includes authorization, data capture and settlement. Servicers' AMEX, Discover, Diners and Fleet Transaction fees include authorization and data capture. Settlement and payment for such card types will be provided by the applicable third party provider, pursuant to the agreement between Client and such third party provider. Servicers' PIN-based debit includes authorization and settlement.
- The fees and charges set forth on this Schedule of fees are in addition to all other third party fees, and all fees due and payable to Servicers and/or any applicable third party, will be collected by Servicers as set forth in the Agreement. In addition, interchange fees and assessments imposed by Card Associations and debit networks are affected by various factors, including, without limitation, whether the Transaction is electronic (cards are magnetically read – i.e., swiped – through the card reader device), manual/mid-qualified (non-swiped or non-readable cards), or standard (non-qualifying Transactions for business, purchasing or international cards, and Transactions that do not meet all the requirements for an electronic or manual/mid-qualified rate). Client shall be responsible for payment of all such fees.
- Client shall be responsible for payment of all shipping costs and applicable taxes associated with any equipment purchased, leased or maintained by Servicers hereunder.
- AMENDMENT TO PART IV, SECTION A.3: EARLY TERMINATION FEE. In the event that Client breaches this Agreement, causing its early termination, Client shall be obligated to pay Servicers the \$25 minimum monthly fee for each remaining month of the then existing term, which cumulative amount shall be immediately due and payable.
- SERVICERS shall settle Debit Card Transaction proceeds to CLIENT daily, via a deposit to CLIENT's Settlement Account. All such settlements to CUSTOMER will be net of adjustments, network fees or SERVICER's fees.
- Contract rates are effective from June 1, 2013 through May 31, 2018.

Additional Services Fees

FD100Ti Terminal	\$ <u>489.00</u> <i>(each)</i>
FD100Ti Swap Fee <i>(after initial 1 year warranty)</i>	\$ <u>150.00</u> <i>(per incident)</i>
Datawire Micronode 960AS	\$ <u>549.00</u> <i>(each)</i>
Datawire Internet Access Service	\$ <u>33.00</u> <i>(per month)</i>
Datawire DBU	\$ <u>4.25</u> <i>(per month)</i>
VeriFone 1000SE PIN Pad	\$ <u>119.00</u> <i>(each)</i>
FD35 PIN Pad	\$ <u>199.00</u> <i>(each)</i>
Chargebacks and Retrievals	\$ <u>5.00</u> <i>(each)</i>
Debit Adjustments	\$ <u>3.00</u> <i>(each)</i>
Voice Authorizations	\$ <u>0.50</u> <i>(each)</i>
Statement Fee	\$ <u>2.50</u> <i>(per location)</i>
ACH Fee	\$ <u>0.10</u> <i>(each)</i>
Imprinter	\$ <u>25.00</u> <i>(each)</i>
Imprinter Plates	\$ <u>N/C</u>
Full Loads <i>(if applicable)</i>	\$ <u>4.50</u> <i>(each)</i>
Table/Partial/Phone Loads	\$ <u>0.055</u> <i>(each)</i>
Help Desk Calls and Support	\$ <u>N/C</u>
Supplies Handling Fee	\$ <u>11.95</u> <i>(per shipment)</i>
ClientLine <i>(subject to terms in a separate agreement) (One user ID per site)</i>	\$ <u>N/C</u>
Custom Reporting Request	\$ <u>100.00</u> <i>(per hour)</i>
Custom Reporting on Recurring Basis	\$ <u>25.00</u> <i>(per report)</i>

American Express Fees:*

Amex Discount Rate	_____ %
<input type="checkbox"/> Amex Monthly Fee <i>(Flat Fee)</i>	\$ _____
<input checked="" type="checkbox"/> Discover easi Fees:* <input type="checkbox"/> No	
Discover Rate (EAD)	_____ %
Discover Membership Fee (EAM)	\$ _____
Discover Transaction Fee	\$ _____
<input type="checkbox"/> Discover Group #: _____	

***Billed Separately by Amex or Discover.**

NOTE: See Part IV, Section A.3 of the Program Guide for early termination fees.

DBA Name: _____

Loc. ____ of ____

(8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement ("Merchant Processing Application") are true. Client acknowledges having received and read a copy of the Merchant Processing Application (consisting of Sections 1-9), Interchange Qualification Matrix ("IQM"), the Interchange Schedule (for card processing services) and Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page) and agrees to be bound by all provisions as printed therein and as may be 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 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 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 Merchant Processing Application is approved based upon contrary information stated in the Tell Us About Your Business section above, you are authorized to accept trans actions in accordance with the percentages indicated in that section. This signature page also serves as the signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

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 First Data Merchant Services Corporation 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 First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports on me that they have requested from consumer report ing 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 First Data Merchant Services Corporation to perform services for AXP, or to 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 First Data Merchant Services Corporation 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.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing 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 and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations 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 and applicable Third Party Agreement(s) or for any other purpose permitted by law and disclose and exchange 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, our third party subcontractors and/or agents and applicable Card Organizations.

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.

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's Business Principal: (Please sign below)

X Signature _____

Print Name _____ Date _____

Title: President Vice President Member L.L.C. Owner Partner
 Other: _____

SERVICE PROVIDERS:
First Data Merchant Services Corporation (Processor), for itself and, pursuant to limited powers of attorney, both Citicorp Payment Services, Inc. (Bank) and Wells Fargo Bank, N.A. (PIN Debit Sponsor Bank).
X Signature _____

CB(TCK)1605

(9) PERSONAL GUARANTY

Liberty1606

In exchange for First Data Merchant Services Corporation and Citicorp Payment Services, 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.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual **X** _____, an individual

ABOUT MERCHANT'S BUSINESS

Bank Code: _____ Merchant ID: _____ Bypass Merchant #: _____
Area #: _____ Group #: _____ District Code: _____ Check Assoc. Code: _____ / _____

CHECKLIST INFORMATION

MCC: _____ Merchant Type: Linkback # _____ Sales Support ID: _____
Office Admin.: _____ Card Rep. #: _____ TeleCheck Rep. #: _____
Sales Rep. Name: _____ Sales Lead Tracking #: _____
Referral Partner Lead: Yes No If yes, Partner Name: _____
HIERARCHY: Bank: _____ Agent: _____
Corp.: _____ Chain: _____

CLIENT VISITATION

Visit Not Required (Lic. Professional)
1. Zone: Business District Industrial Residential
2. Location: Mall Shopping Area Isolated Office Apartment
 Home Other: _____
3. Seasonal: No Yes, Mos. in Operation: _____
Mos. Open Between _____ to _____
4. Advertising Name Displayed: Window Door Store Front
5. Previous Processor: _____
6. Check Reason for Changing: Rate Service Terminated
 Other: _____
7. Are customers required to leave a deposit? Yes No
If Yes, % of deposit required: _____%

Comments to Credit Officer / Other Depository / Primary Savings Account Number and Additional Information (40 Characters):

CARD STATEMENTS / NOTIFICATIONS DELIVERY METHOD

Statement Recap Information: (check one) 01 = Outlet/DBA 02 = Outlet/Bill To 08 = Recap Only/Bill To 09 = Recap & Outlet/Bill To
Statement Delivery Method: (check one) Electronic (Default) Print and Mail Statement Type: (check one) Detail Summary
Statement E-Mail Address: (Required) _____

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

CARD PROCESSING INFORMATION

CB(TCK)1605

1. Processing mode: EDC: Paper Voice Tape ECR Paper Terminal
2. Discount Funding: Daily (excluding Flat Rate) or Monthly
3. Funding will be processed DAILY via: ACH Bankwire
4. Bank will fund: Outlet Head Office
5. # of Plates: _____ Long _____ Short
6. Fire Safety Act: Yes No
7. Ship Equipment & Welcome Packet to (check one):
 Outlet Head Office Other, give mailing information below
 No Welcome Packet & Supplies No Welcome Packet

Name: _____ First/Last Contact Name: _____
Address: _____ City: _____ State: _____ Zip: _____

8. Debit Bill Payment Transaction Type: Internet VRU Recurring Call Center Sponsoring Debit Network: NYCE Pulse Star

9. **Additional Terminal Features:** (Check all that apply to ensure timely terminal programming)

Auto Settle Time _____ **hh ET** **QSR-CR/SMT** **Retail Gas** **Amex Prepaid Program** **Terminal Features: (cont'd)**
(military) *(Convenience/Small Ticket)* **Retail With Tip** **Preference (Choose One)** **Key** **Password**
 Bar Tab **QSR Print Option** **Ship Method (Overnight)** **Partial Auth** **Disable** **or** **Protect**
 Clerk / Server Entry **Invoice Number** **Tip % Option** **Balance Back** **Credits**
 Debit Cash Back **Multi-Trans** **Verify Amount Prompt** **Other** **Balance Back** **Voids**
Delayed Ship Date: _____ **PC/Register/Software only** **Partial Approval** **Other** **Balance Back** **Forces**
 Dial Prefix: Dial 9 Other: _____ **Purchase w/** **PINPad:** **Reviews**
 Dial Suffix: _____ **Balance Return** **DES Encryption** **Bal/Settle**
 E-Commerce **Standalone** **DUKPT** **Auth Only**
 If IP _____ **Remove Room # Prompt** **Access Code** **Reports**
(List Current Provider) **Remove Ticket # Prompt** **Balance Inquiry** **Tip Adjustment**

Comments: _____
(NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)

MERCHANT PROCESSING CREDIT ADDENDUM

Client's DBA Name: _____

MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION

CB(TCK)SC1605

(All Questions Must Be Answered)

- 1. What % of total sales represent business to business
(vs. business to consumer)? Business to Business _____% + Business to Consumer _____% = **100%** (total sales)
- 2. What % of bankcard sales represent business to business
(vs. business to consumer)? Business to Business _____% + Business to Consumer _____% = **100%** (bankcard sales)
- 3. MasterCard/Visa/Discover® Network/American Express® OnePoint
sales are deposited (*check one*): Date of order Date of delivery Other (*specify*): _____
- 4. Does any of your cardholder billing involve automatic renewals or recurring transactions (*i.e., cardholder authorizes initial sale only*)? Yes No

Comments: _____

TELECHECK VIRTUAL PRODUCTS; ICA, CBP AND REMOTE PAY WARRANTY AND VERIFICATION

- YES NO 1. Sells anti-telemarketing devices?
- YES NO 2. Sells "credit enhancements" services/products?
- YES NO 3. Sells identity theft protection services/products?
- YES NO 4. Sells services/products that facilitate the obtaining of grants?
- YES NO 5. Obtains 25% or more of annual revenues from sales solicitations initiated by Company via telephone, fax or email to customers for which the Company has had no existing relationship with for the past two (2) years?
- YES NO 6. Has been the subject of a law enforcement or government investigation?
- YES NO 7. Has had any state-issued or business license revoked?
- YES NO 8. Has had contracts with other TEL Processor involuntarily terminated within the past two (2) years?

(If Yes to one or more of 6 thru 8 above, please add an explanation on a separate page.)

I certify that the answers provided above are true, correct and within my personal knowledge. These representations are made both in my capacity as principal/owner of the Applicant and myself, individually.

Principle/Owner: _____ **X** Signature: _____

If publicly-traded, federally-insured or government entities, I make the above representations on the behalf of Applicant, in the capacity stated.

By: _____ Title: _____ For: _____