



Electronic Payment Systems
Englewood, Colorado 80111

Electronic Payment Systems, LLC
Merrick Bank, South Jordan, Utah

Office No
Agent Name

MERCHANT APPLICATION

BUSINESS NAME(S)

Name of Account (Doing Business As), Physical Street Address, City, State, Zip, Business Phone Number, Merchandise/Service Sold, Exact Legal Name, Mailing/Billing Address, City, State, Zip, County, E-MAIL ADDRESS, Federal Tax I.D. Number

MERCHANT PROFILE

Type of Ownership (Sole Proprietor, Partnership, Corporation, Other), Date Business Started, Length of Current Ownership, Has This Business or Any Associated Principal Been Terminated as a VISA, MasterCard, Discover Network Merchant?, Has Merchant or any Associated Principal disclosed below filed bankruptcy of been subject to any involuntary bankruptcy?, Previous Owner

VISA, MASTERCARD, & DISCOVER ® NETWORK INFORMATION

Do you currently accept VISA, MasterCard, and/or Discover Network?, Current /Previous Card Processor, Reason for leaving, Table with Card Swipe, Manually Keyed, Mail Order, Telephone Order percentages, Average Ticket, High Ticket, Average Monthly Volume, High Monthly Volume

OWNERS OR OFFICERS

Name & Title, Social Security No., Home Phone No., Residence Address, City, State, Zip, Date Of Birth, % Equity Ownership, Excellent, Good, No Credit History or Derogatory Info

REFERENCES

Trade Reference, Contact, Phone No., Bank Reference, Contact, Phone No.

MERCHANT SITE SURVEY REPORT

(TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location (Retail Location With Store Front, Office Building, Residence, Other), Area Zoned (Commercial, Industrial, Residential), Square Footage, Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?, Nearest major cross streets or highways, Whom Does Merchant Lease From (Name and Telephone Number), Photo Attached

Further Comments By Inspector (MUST COMPLETE)
I hereby verify that this application has been fully completed by merchant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Agent Name Please Print, Signature, Agent #, Date

**MERCHANT PROCESSING AGREEMENT (continued)
- NO CANCELLATION FEES -**

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED (DO NOT USE A DEPOSIT TICKET)

ELECTRONIC DEBIT / CREDIT AUTHORIZATION

Merchant hereby authorizes Bank, in accordance with this Agreement, to initiate debit/credit entries to Merchant's deposit account, as indicated below. This authority is to remain in full force and effect until (a) Bank has received written notification from Merchant of its termination, in such a manner as to afford Bank reasonable opportunity to act on it and (b) all obligations of Merchant to Bank that have arisen under this Agreement have been paid in full. This authorization extends, but is not limited, to such entries to this account which concern discount fees, transaction fees, chargebacks, penalties, service fees, return item fees, lease, rental and purchase charges, check services, warranty services, Internet services or any other services offered by EPS, involving Point-Of-Sale ("POS") and credit card imprint equipment.

PRICING SCHEDULE A

CARD DISCOUNT	% Offline Debit		%	Debit	Authorization Fee	AMEX	Yes <input type="checkbox"/>
Auth Fee	Retail	MOTO	ACH Rejection	\$25.00	1	Amex Merchant I. D.	
MasterCard	\$.25	\$.35	Charge Back Fee	\$25.00	2	Annual Fee	\$ 85.00
Visa	\$.25	\$.35	Administration Fee	\$10.00	3	FMP Warranty \$8.95/mo.	Yes <input type="checkbox"/>
Discover Network	\$.25	\$.35	Minimum Discount Fee	\$25.00	4	(Includes FREE repair/replacement)	
Other	\$.25	\$.35	Wireless Fee	\$25.00	5		
Wireless	\$.15	\$.15	Voice Authorization	\$.95			
AVS	\$.04	\$.04	Retrieval Fee	\$12.50			
			Checking Account Change	\$20.00			
			Internet Gateway	\$10.00			
			Voice Auth. Setup	\$ 4.95			

See specific documentation for fees.
(Surcharge of up to 1.75% applied to all transactions which fail to qualify for VISA or MasterCard electronic data capture Interchange requirements.)

Retail MOTO BUNDLED RATE

SIC CODE

CORPORATE CERTIFICATION

I certify that I am the duly elected and qualified _____ (title) of the corporation whose name appears on the Merchant Application, I certify that the following is a true and complete copy of a resolution adopted on 20 , by the Board of Directors, such resolution being in accordance with the corporation's articles and bylaws and still in force and effect.

Resolved, that the following person(s) are hereby authorized on behalf of the corporation to contract with Bank, Electronic Payment Systems, LLC (EPS), and ALL Integrated Card Solutions and to act on behalf of the corporation in all matters related to the Merchant Agreement and any addendum thereto. Resolved further, that Bank, EPS, and ALL Integrated Card Solutions may rely upon the authorization granted in this resolution until each party receives actual notice of any change. I further certify that the following are the name(s), genuine signature(s) and title(s) of the person(s) authorized by the above resolution.

X		
SIGNATURE	PRINTED NAME	DATE
X		
SIGNATURE	PRINTED NAME	DATE

PERSONAL GUARANTEE

The undersigned guarantees to Bank and Electronic Payment Systems, LLC (EPS) the performance of this Agreement and any addendum thereto by Merchant, including payment of all sums due and owing and any attorneys fees and costs associated with enforcement of the terms thereof, Bank and/or EPS shall not be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is continuing guaranty and shall not be discharged or affected by the death or the undersigned, shall bind the heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank or EPS. The terms of this guaranty shall be for the duration of the Merchant Processing Agreement and any addendum thereto and shall guarantee all obligations which may arise or accrue during the term thereof though enforcement shall be sought subsequent to any termination.

X	X				
PERSONAL GUARANTOR (NO TITLE)	PERSONAL GUARANTOR (NO TITLE)				
<p>MERCHANT: the undersigned represents and warrants that all information provided by Merchant in the Merchant Application and Processing Agreement, and any other documents supplied thereto, is true and correct. Also, the undersigned authorizes the Bank and/or EPS or its representative to investigate the credit or each person listed on the Merchant Application and represents that he/she has the authority to provide such information. MERCHANT HEREBY AGREES AND ACCEPTS ALL TERMS AND CONDITIONS CONTAINED HEREIN AND OUTLINED IN ARTICLES 1.01 THRU 3.14(k) RESPECTIVELY. FURTHERMORE, MERCHANT ACKNOWLEDGES RECEIPT OF A PHYSICAL COPY OF THIS AGREEMENT WHICH CONTAINS THE AFFOREMENTIONED ARTICLES AND OTHER TERMS AND CONDITIONS THAT GOVERN THIS AGREEMENT.</p>					
X	X				
SIGNATURE	PRINTED NAME	DATE	SIGNATURE	PRINTED NAME	DATE
Accepted by Merrick Bank • Agent Relations • South Jordan, UT 84095 • (303) 221-2510			Accepted by Electronic Payment Systems, LLC • Englewood, CO 80111 • (800) 863-5995		
By:	Title:		By:	Title:	

Member Bank Information

Merrick Bank Merchant Services Department
101 Crossways Park West, Woodbury, NY 11797
(800) 328-9155

Important Bank Responsibilities

1. Merrick Bank is the **only entity** approved to extend acceptance of VISA products directly to a Merchant.
2. Merrick Bank must be a principal (signor) to the Merchant Agreement.
3. Merrick Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Merrick Bank is responsible for and must provide settlement funds to the Merchant.
5. Merrick Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member - Merrick Bank - is the ultimate authority should the Merchant have any problems.

Merchant's Signature _____ Date _____

Merchant's Printed Name & Title _____