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MERCHANT CREDIT CARD PROCESSING AGREEMENT - PAGE 1 OF 4

BUSINESS INFORMATION

Business LEGAL Name:		Business DBA Name (if different than legal name):	
Business LEGAL Address:		Business Physical Address (if different than legal address):	
City, State, Zip:		City, State, Zip:	
Main Contact: (First Name)	(M.I.)	(Last Name)	Phone Number (local / landline):
Email Address (Required):		FAX Number:	Toll Free Phone Number (if applicable):
Number of Locations:	Current Ownership Length:	Federal Tax ID# (Required for Partnerships and Corporations):	
	_____ Year(s) _____ Month(s)	(9 digits)	

OWNERSHIP INFORMATION

Owner #1 / Partner / Officer #1: (First Name)		(M.I.)	(Last Name)	Social Security #:	
Ownership Percentage	Phone Number:	Title in Business:		Date of Birth:	U.S. Citizen:
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Home Address:			City, State, Zip:		
Owner #2 / Partner / Officer #2: (First Name)		(M.I.)	(Last Name)	Social Security #:	
Ownership Percentage	Phone Number:	Title in Business:		Date of Birth:	U.S. Citizen:
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Home Address:			City, State, Zip:		

IMPORTANT INFORMATION

For "Member" Bank: HSBC Bank USA, National Association, Merchant Support Group, PO Box 3263, Buffalo, NY 14240 (716) 841-6360
 For "Global Direct": Global Payments Direct, Inc., 10 Glenlake Parkway North Tower, Atlanta, Georgia 30328

MEMBER BANK RESPONSIBILITIES

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

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 these specific responsibilities.

ELECTRONIC DEBIT/CREDIT AUTHORIZATION

By signing this Application (the "Application"), Merchant hereby authorizes Global Payments Direct, Inc. ("Global Direct") on behalf of Member (as defined herein) and Member to initiate debit/credit entries to Merchant's accounts in accordance with the terms and conditions of the Agreement (as defined below). This authority is to remain in full force and effect until (a) Global Direct and Member receive advance written notification of not less than ten (10) business days from Merchant of its termination of the authorization, and (b) all obligations of Merchant to Global Direct and Member that arise under the Agreement have been satisfied.

Please Include	Routing Number:	Bank Account Number:
A Voided Check	Bank Name:	Bank Phone Number:

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MERCHANT PROFILE

Type of Ownership:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Limited Liability (LLC) <input type="checkbox"/> Tax Exempt Org. <input type="checkbox"/> Medical Corp. <input type="checkbox"/> Assoc./Estate/Trust <input type="checkbox"/> International Org. <input type="checkbox"/> Other: _____	If corporation, the state of incorporation?
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Type of Business:	<input type="checkbox"/> Retail Storefront <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Mail / Telephone Order <input type="checkbox"/> Internet <input type="checkbox"/> Service <input type="checkbox"/> Wireless Terminal <input type="checkbox"/> Trade Show <input type="checkbox"/> Kiosk <input type="checkbox"/> Supermarket <input type="checkbox"/> Other: _____
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For card not present merchants (MOTO, Internet), please provide marketing materials, or your web site address, that clearly shows products/services with pricing and contact information.

Type of Goods and/or Services Sold:

What is your refund policy?	Avg. Transaction \$ _____ (estimated)	Card Present Signed: _____%
Is there a restocking fee?	High Transaction \$ _____ (estimated)	Card Present Imprint: _____%
How will the product be advertised or promoted?	Monthly Volume \$ _____ (estimated)	Card Not Present Keyed: _____%
If advertised on the internet, please provide the web page address (URL):	Total: <u>100</u> %	

Yes No Home based business?

Yes No Currently processing Visa/MasterCard/Discover? If yes, with whom? _____
MID# _____

Yes No Has merchant ever been terminated? If yes, by whom? _____

Yes No Have you or the business ever declared bankruptcy? If yes, Discharge Date: _____
State _____ Chapter# _____

SITE INSPECTION INFORMATION (To be completed by Sales Representative)

Location Type:	<input type="checkbox"/> Retail Store Front <input type="checkbox"/> Restaurant <input type="checkbox"/> Hotel / Lodging <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Commercial <input type="checkbox"/> Other: _____
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Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases premises	Landlord Name: _____	Landlord Phone: _____
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Does business appear to be legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No Is business open and operating? <input type="checkbox"/> Yes <input type="checkbox"/> No Is photo included with application? <input type="checkbox"/> Yes <input type="checkbox"/> No Are MasterCard and Visa decals visible? <input type="checkbox"/> Yes <input type="checkbox"/> No Is inventory sufficient for business type? <input type="checkbox"/> Yes <input type="checkbox"/> No Any mail/telephone order sales activity? <input type="checkbox"/> Yes <input type="checkbox"/> No Are goods and services delivered at time of sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Does Merchant use a fulfillment house? <input type="checkbox"/> Yes <input type="checkbox"/> No Was the fulfillment house inspected? <input type="checkbox"/> Yes <input type="checkbox"/> No	By the signature below, signatory verifies that (i) she/he has physically inspected the Business Premises; and (ii) the information stated in this Agreement is correct to the best of her/his knowledge and as represented by her/his MERCHANT. _____ Signature of Sales Representative Print Name Date
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CARDS TO BE ACCEPTED

American Express	<input type="checkbox"/> New Setup <input type="checkbox"/> Existing Account# _____ (10 digits)	By signing this application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. 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 Terms and Conditions.
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Debit Service	Check all that you DO NOT wish to accept: <input type="checkbox"/> Visa Check <input type="checkbox"/> Debit MasterCard <input type="checkbox"/> Discover Check
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 Merchant Initials Initial Here

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CARDHOLDER DATA STORAGE COMPLIANCE & SERVICE PROVIDER

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system transmits, stores or receives full cardholder data, then the POS hardware/software must be PA DSS compliant and you (merchant) must validate PCI DSS compliance (section 2 below). If you use a payment gateway, they must be PCI Compliant. For more information, or assistance, please visit our site, www.compliancefacts.com.

1. Have you ever experienced an account data compromise? Yes No If yes, when _____
2. Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes No
 (validation consists of merchant completing the appropriate Self Assessment Questionnaire (SAQ) , or engaging a Qualified Security Assessor (QSA) who will facilitate completion of a Report on Compliance (ROC) and it's submission.)
 If yes, please complete the following, if no, you can move to question 3:
 - a. Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? _____
 - b. What is the name of your Qualified Security Assessor "QSA" _____
 or Self Assessment Questionnaire (circle one "SAQ") A, B, C, or D
 - c. Date of last scan _____ Approved Scanning Vendor's Name: _____
3. Are you using (a) a point of sale terminal provided by us, or (b) a physical point of sale terminal that you own (i.e. a standalone terminal, which you use to process your credit/debit card transactions), or (c) our touch tone capture service to call in transactions using our automated phone system? Yes No (If yes, you can skip questions 4 and 5, if no please complete questions 4 and 5.)
4. After initial authorization and settlement, do you or your Service Provider receive, transmit, or store the Full Cardholder Number "FCN", electronically? Yes No
 - a. If yes, where is it stored? Merchant Location Only Primary Service Provider Both Other Service Provider All Apply
 - b. What Service Provider / Software Developer did you purchase your POS application / device from? _____
 - c. What is the name of the software /system? _____ What is the version number? _____
5. Do your transactions process through any other Service Provider (ie web hosting, gateways, corporate office) Yes No
 If yes, what is the name of the other Service Provider? _____

REQUIRED SIGNATURES

Merchant Warranty and Authorization: Merchant and I/we have read, acknowledge and agree to be bound by all of the terms and conditions set forth herein, including those set forth in this Application and the terms and conditions set forth hereafter, which together constitute the Merchant Credit Card Processing Agreement (the "Agreement"). All information contained in the Application is true and accurate. By its signature hereto, Merchant acknowledges that it is in possession of an imprinter. Merchant and I/we hereby authorize Global Direct to order a consumer credit report on Merchant and each of us.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT (INCLUDING FUNDS TRANSFER INSTRUCTIONS ATTACHED HERETO) TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES

Sign Here	Merchant's Signature	Print Name	Date
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Sign Here	Merchant's Signature <i>(cannot accept stamped signatures)</i>	Print Name	Date
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Personal Guaranty: I/We hereby guarantee to Global Direct and Member, and to their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or non-performance under this Agreement, whether arising before or after termination of this Agreement. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of this Agreement by Merchant, and all other notices or demands regarding this Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by either of them from time to time, concerning my/our financial condition(s), business history, business relationships and employment information. I/We have read, understand, and agree to be bound by the Agreement provided to Merchant.

Sign Here	Guarantor's Signature	Print Name	Date
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Sign Here	Guarantor's Signature <i>(cannot accept stamped signatures)</i>	Print Name	Date
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Signed for Global Payments Direct, Inc.	Print Name	Title	Date
		HSBC Bank USA, National Assoc.	
Signed for Member	Print Name	Name of Member	Date

SCHEDULE OF FEES - PAGE 4 OF 4

Qualified Discount Rates		Surcharge	
_____ %	Visa / MasterCard / Discover	_____	Partially Qualified
_____ %	Other: _____	_____	Non-Qualified
_____ %	Other: _____		

Funds Availability: 2 Business Days

Communication

_____ /each Visa / MasterCard / Discover
 _____ /each IP Communication
 _____ /each American Express**

PIN-Based Debit

_____ /each Debit Per Transaction*
 _____ /month Debit Service
 _____ /each EBT (Merchant FNS# _____)

Interchange / Access

_____ /each Visa / MasterCard / Discover Credit
 _____ /each MasterCard / Discover Debit
 _____ /each Visa Debit
 \$0.0195 /each Visa Access
 \$0.0185 /each Discover Access
 \$0.0185 /each MasterCard Access

Other

\$1.00 /each Voice Authorization
 \$0.75 /each Voice AVS
 \$10.00 /each Retrieval Request Received
 \$20.00 /each Chargeback
 \$20.00 /each ACH Reject / NSF (*non-sufficient funds*)
 \$20.00 /each ACH Change
 _____ /each Batch Deposit
 _____ /each Wireless Per Transaction
 _____ /month Wireless Service (per activated terminal)
 _____ /each Internet Gateway Per Transaction
 _____ /month Internet Gateway
 _____ /year Annual Fee

Assessment

0.1100 % Visa Assessment
0.1100 % MasterCard Assessment
0.1000 % Discover Assessment

Account Servicing

_____ /month Monthly Minimum
 _____ /month Monthly Service Charge
 _____ /month Compliance Program*** (waived for 12 months)

Online E-Statement: _____ U.S. Mail: _____ /month
(check both boxes to receive online and mailed statement)

Email address: _____
(required for online e-statement)

NOTE: The Discount Rates listed above apply to all card types: Visa Credit, Visa Check, MasterCard Credit, Debit MasterCard, and Discover Credit, and Discover Debit cards. For MOTO/Internet accounts, to obtain the qualified discount rate noted above, settled transaction must include Address Verification (cardholder's billing information - specifically, the street address, and zip code), and a 6 digit order number. The Qualified Discount Rate set forth above applies to transactions meeting all Qualified Transaction Conditions as established by Visa USA, Inc., MasterCard International Inc., and Discover Financial Services LLC, a current summary of which is provided for each industry type in Section 31 of the Terms and Conditions. Transactions which do not satisfy all Qualified Transaction Conditions will be assessed a surcharge [either Partially Qualified or Non-Qualified], as set forth above. Discover transactions will receive an additional 0.45% rewards card surcharge added to Discover rate above.

* **PIN-Based Debit:** In addition to the per transaction fee, all Debit transactions include fees assessed by the applicable Debit network organization. If no per transaction fee is specified above, debit transactions will be subject to the same communications fee as Visa/MasterCard/Discover, specified above.

** **American Express:** In addition to the communications fee, all American Express transactions include a discount rate and a per item fee assessed directly by American Express, and are determined by the type of business at boarding. A 0.30% downgrade will be charged for Retail transactions whenever a Card Not Present or Charge Not Present Charge occurs. If no per transaction fee is specified above, American Express transactions will be subject to the same communications fee as Visa/MasterCard/Discover, specified above.

*** **Compliance Program:** All of our merchants receive the Compliance Program and Compliance Reimbursement Program, covering up to \$25,000 in card association assessments and related expenses that arise from a qualified PCI data breach, at no additional charge during the first year of their processing relationship with us, and these services may be accessed immediately. On the 13th month of processing, and from that point forward, merchants will be assessed a fee of \$4.95 per month. For complete details of this program, please visit our site, www.compliancefacts.com.

Merchant Benefit Programs – All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage benefit 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

WARRANTY: Each of the undersigned owners/officers of merchant also represent and warrant that she/he has read and agrees to the fees set forth herein.

Sign Here _____ SIGNATURE OWNER #1 _____ DBA _____ DATE _____
(cannot accept stamped signatures)

Sign Here _____ SIGNATURE OWNER #2 _____ DBA _____ DATE _____
(cannot accept stamped signatures)

VOIDED CHECK VERIFICATION FORM

Please attach a voided check below.

ATTACH VOIDED
CHECK HERE

Introducing Our Merchant Benefit Programs*

Advantages beyond your expectations.

We will automatically enroll you into our **Merchant Advantage** program — giving you even more savings and service right from the start. This program is normally \$9.95 per month. As a new and valued merchant, we're giving it to you FREE for three months!

Go to **www.myaccountadvantage.com** for full details of the Merchant Advantage program and our exclusive time and money-saving benefits!

Overnight replacement of defective terminals.

Our comprehensive terminal warranty and replacement program delivers replacement terminals, overnight.

Terminal paper receipt rolls when you need them.

Eliminates the hassles and expense of ordering point of sale terminal equipment supplies such as receipt paper rolls.

Access your account online, anytime.

Managing your account has never been easier with our online access service. Simply go to www.myaccountadvantage.com, to sign up and get started!

If you decide Merchant Advantage isn't for you, visit www.myaccountadvantage.com and switch to Online Advantage.

You'll get robust online account access and exclusive savings from leading business service, for only \$4.95 per month! Or, simply follow the instructions to Opt Out. If you Opt Out in the first three months before using any Merchant Advantage services, you will never be charged.

Plus, enjoy special discounts on products and services including:

Savings up to 25% on FedEx® shipping and services.

Save money every time you ship packages and envelopes via FedEx.

Savings up to 7% on Dell™ laptops and desktops.

Savings of up to 35% with Office Depot.

Savings of 15% on email marketing packages with iContact.

* Add \$4.95/month per additional terminal. Terminal to be replaced must have been used on our processing system, and will first be subject to a remote troubleshooting. Replacement terminal may be different brand or model, and may be new or refurbished. Replacement limited to four times in any twelve month period. For eligible FedEx services and rates, contact your association or your freight savings program provider. All FedEx shipments are subject to the applicable FedEx Service Guide or FXF 100 Series Rules Tariff. FedEx service marks used by permission. If you Opt out, you will not be eligible to re-enroll for a period of six months.