



**MERCHANT PROCESSING APPLICATION**

**PLEASE PRINT LEGIBLY AND FILL OUT COMPLETELY**

Spectrum Merchant Services, Inc.  
a registered ISO/MSP of  
Wells Fargo Bank, N.A., Walnut Creek, CA  
Bank is FDIC Insured

Representative Name \_\_\_\_\_ # \_\_\_\_\_ Merchant ID \_\_\_\_\_

<b>GENERAL INFORMATION</b>	Merchant's Legal Business Name: (for Sole Proprietorships, enter Principal's Name)		Doing Business As Name:		
	Business Address: (no P.O. Boxes)		City/State/Zip:	County:	Time at Location:
	Mailing Address:		City/State/Zip:	Federal Tax ID:	
	Business Phone:		Customer Service Phone:	Business Fax:	
	Contact Name:	# of Locations:	Time In Business: Years _____ Months _____	Business Hours:	# of Employees:
	Business E-Mail:		Business Website:		

<b>BUSINESS INFORMATION</b>	Retail Swiped % _____	Merchant Type:	Type of Ownership:	Business Location:
	Retail Keyed % _____	<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Utility	<input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	<input type="checkbox"/> Store Front
	Internet % _____	<input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Lodging <input type="checkbox"/> Petroleum	<input type="checkbox"/> Corp. <input type="checkbox"/> Non-Profit <input type="checkbox"/> Trust/Estate/Assn.	<input type="checkbox"/> Office
	Mail Order % _____	<input type="checkbox"/> Mail/Phone <input type="checkbox"/> Fast Food <input type="checkbox"/> Convenience	<input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Legal/Medical Corp.	<input type="checkbox"/> Home
TOTAL = % _____	<input type="checkbox"/> Internet <input type="checkbox"/> QSR <input type="checkbox"/> Public Sector	<input type="checkbox"/> Other (specify) _____	<input type="checkbox"/> Other (specify): _____	
Methods of Marketing: (attach examples)		Mail, Telephone or Internet Sales:	Does Merchant have the proper procedures in place to protect all cardholder Data ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Newspaper <input type="checkbox"/> Magazine/Catalog <input type="checkbox"/> Internet		Who performs product/service fulfillment?	Is Merchant using Third Party to Transmit Cardholder Data ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Direct Mail <input type="checkbox"/> Yellow Pages		<input type="checkbox"/> Merchant <input type="checkbox"/> Vendor/Fullfillment House	Name: _____	
<input type="checkbox"/> TV/Radio <input type="checkbox"/> Outbound Telemarketing		Vendor/Fullfillment House Information:	Phone: _____	
Specific Type of Product(s)/Service(s) Sold:		Name: _____	Software Used by Third Party: _____	
Address: _____		Address: _____		
Phone: _____		Phone: _____		
<input type="checkbox"/> Seasonal Merchant		Customer Return Policy:	Number of Days Until Product/Service is Delivered: _____	
Months Merchant will process: _____		<input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None	MasterCard/Visa sales transactions are settled: <input type="checkbox"/> Date of Order	
		<input type="checkbox"/> Other (specify): _____	<input type="checkbox"/> Date of Shipment <input type="checkbox"/> Other: (specify): _____	

<b>PROCESSING HISTORY</b>	Has Applicant ever accepted credit cards before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has Applicant ever had a previous credit card processor terminate its merchant account? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, who was your processor? _____	If Yes, by whom? _____
	Former Merchant Number(s): _____	Explanation for prior closure (attach additional pages if necessary): _____

<b>PRINCIPAL 1</b>	Name:	Social Security Number:	% Ownership:	Title:
	Residential Address: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent	City:	State:	Zip:
	How Long at This Address? _____	Home Phone: _____	Date of Birth: _____	Drivers License Number/State: _____

<b>PRINCIPAL 2</b>	Name:	Social Security Number:	% Ownership:	Title:
	Residential Address: _____ <input type="checkbox"/> Own <input type="checkbox"/> Rent	City:	State:	Zip:
	How Long at This Address? _____	Home Phone: _____	Date of Birth: _____	Drivers License Number/State: _____

<b>REFERENCE CONTACTS</b>	Bank:	Account #:	Phone:	Contact:
	Trade:	Account #:	Phone:	Contact:

<b>EQUIPMENT</b>	<input type="checkbox"/> Verifone <input type="checkbox"/> Hypercom <input type="checkbox"/> Nurit <input type="checkbox"/> Other: _____		<input type="checkbox"/> Printer	<input type="checkbox"/> PIN Pad	<input type="checkbox"/> New
	Model: _____		Model: _____	Model: _____	<input type="checkbox"/> Reprogram
	Wireless:	Phone Code for Dial Out:	Terminal Automatic Close:	Front-end:	Payment Gateway: _____
	<input type="checkbox"/> Cingular <input type="checkbox"/> None	<input type="checkbox"/> "8"	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Omaha <input type="checkbox"/> North	Shopping Cart: _____
<input type="checkbox"/> GPRS	<input type="checkbox"/> "9"	Time: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Nashville	<input type="checkbox"/> Software: _____	
	<input type="checkbox"/> Other " _____ "	Time Zone: <input type="checkbox"/> Pacific <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Eastern	<input type="checkbox"/> Other: _____	Software Version: _____	
Welcome Kit: <input type="checkbox"/> Yes <input type="checkbox"/> No	Imprinter: <input type="checkbox"/> Regular <input type="checkbox"/> Mini	Plate: <input type="checkbox"/> Yes <input type="checkbox"/> No Quantity: _____	Rep to do Install: <input type="checkbox"/> Yes <input type="checkbox"/> No	Rep Supplying Equipment: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Needed By: _____

<b>LEASE</b>	Lease Term: _____ Months	Total monthly lease charge: \$ _____ w/o Tax	This is a non-cancelable lease for the full term indicated. (Initial: _____)
	<input type="checkbox"/> Equipment Service Program	(Annual Tax Handling Fee \$10.20)	

**PROCESSING LIMITS - MUST BE BASED ON CURRENT PROCESSING**

Monthly Cash and Credit Sales: \$ _____ .00	Monthly V/MC/Discover Volume: \$ _____ .00	Average Sale: \$ _____ .00	Frequency of Largest Sale: 0-10% 11-20% >20%	MCC Code: _____
		Largest Sale: \$ _____ .00		

<b>SCHEDULE OF FEES</b> ALL DISCOUNT FEES BASED ON GROSS SALES VOLUME	<b>Visa/MasterCard Discount Fees</b>	<b>Visa/MasterCard Check Card Discount Fees</b>	<b>POS Authorization Fees</b>	<b>Wireless Fees</b>
	Qualified Fee: _____ % Mid Qualified: _____ % <i>Qualified Fee</i> + 0.89 _____ % + \$0.10 per item	Qualified Fee: _____ % Mid Qualified: _____ % <i>Qualified Fee</i> + 0.89 _____ % + \$0.10 per item	Visa/MC/Discover \$ _____ American Express \$ _____ Voyager _____ % + \$ _____	Set Up \$ _____ Monthly Access \$ _____ Per Item \$ _____
	Non Qualified: _____ % <i>Qualified Fee</i> + 1.79 _____ % + \$0.10 per item	Non Qualified: _____ % <i>Qualified Fee</i> + 1.79 _____ % + \$0.10 per item	Wright Express \$ _____ Check Card Fee \$ _____	<b>Payment Gateway Fees</b>
				Set Up \$ _____ Monthly Access \$ _____ Per Item \$ _____
	<b>Discover Card Discount Fees</b>	<b>Discover Check Card Discount Fees</b>	<b>PIN Based Debit Fees</b>	<b>Miscellaneous Fees</b>
	Qualified Fee: _____ % Mid Qualified: _____ % <i>Qualified Fee</i> + 0.89 _____ % + \$0.10 per item	Qualified Fee: _____ % Mid Qualified: _____ % <i>Qualified Fee</i> + 0.89 _____ % + \$0.10 per item	\$ _____ Per Item \$ _____ Access/Month plus applicable network fees	ACH Return \$25.00 ACH Change \$25.00 Chargeback \$25.00 Retrieval \$15.00 Application \$0.00 Annual \$0.00
	Non Qualified: _____ % <i>Qualified Fee</i> + 1.79 _____ % + \$0.10 per item	Non Qualified: _____ % <i>Qualified Fee</i> + 1.79 _____ % + \$0.10 per item		
	<b>Interchange Pass Through</b>	<b>Other POS Authorization Fees</b>	<b>Other Fees</b>	<b>Monthly Fees</b>
	Interchange plus: _____ % <i>plus dues, fees and assessments</i>	ARU Authorization \$0.95 AVS \$0.10 AVS Voice \$1.95 Batch \$ _____	Voice Authorization \$1.95 Sales Trxn. Fee \$ _____ Dues & Assesments <input type="checkbox"/> (MasterCard, Visa, & Discover) Early Termination Fee: Refer to Terms & Conditions below	Min. Discount Fee \$25.00 On File \$0.00 Online Reporting \$0.00 Statement \$10.00
	<b>Enhanced Reduced Recovery</b>			
Qualified: _____ % + Non Qualified Surcharge: 0.75 _____ %				

**ADDED SERVICE ENROLLMENT (separate agreement required)**

Debit Card Services     Electronic Benefits Transfer (EBT)    EBT EIN Number: \_\_\_\_\_     Check Services     Lease Services

**CARD ACCEPTANCE**

Accept all MasterCard and Visa Transactions (presumed, unless any sections below are checked)

MasterCard Acceptance:  Accept MC Credit transactions only     Accept MC Non-PIN Debit transactions only

Visa Acceptance:  Accept Visa Credit transactions only     Accept Visa Non-PIN Debit transactions only

See Paragraph 1.9 of the Merchant Services' Program Guide for details regarding limited acceptance.

**EXISTING MERCHANT NUMBERS**

American Express	Discover
Diners Club	JCB
<b>NEW ENTITLEMENTS</b>	
<input type="checkbox"/> Discount Rate : _____ 2.95 _____ % or <input type="checkbox"/> Monthly Flat Fee: \$5.95 <input type="checkbox"/> Monthly Gross Pay <input type="checkbox"/> Daily Gross Pay Merchant Initials _____ Fees disclosed are billed by American Express	<input type="checkbox"/> ECA Warranty <input type="checkbox"/> Mail Order <input type="checkbox"/> Paper Check Accept. Warranty <input type="checkbox"/> Hold Check SE Number _____    ACH Processing Fee \$ 5.00 Inquiry Rate _____ %    Client Requested Operator Call \$ 2.50 December Risk Surcharge 0.10 %    ECA Chargeback Fee \$ 5.00 Per TXN Fee \$ 0.25    (Only charged when entitled with TeleCheck) Monthly Minimum Fee (Per Location) \$ 25.00    One Rate \$ _____

**\*\*\*ATTACH A VOIDED BUSINESS CHECK FROM ACCOUNT\*\*\***

<b>BANK INFORMATION</b>	Bank Name: _____	Bank Address: _____	City: _____	State: _____	Zip: _____
	Branch: _____	Bank Phone: _____	Contact Name: _____		
	Transit # (ABA Routing): _____	Account # (DDA): _____			

**MERCHANT SITE SURVEY \*Photograph of business location (interior & exterior) are required. (Completed by Sales Representative)**

Date: _____	Type of Building: _____	Square Footage (approximate): _____
Inspector's Comments:		
I have verified the identification of the above listed principal(s):		Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate.
Sales Representative Signature _____		Inspector's Signature: _____

Comments: \_\_\_\_\_

The undersigned, and each of them, if more than one, acknowledges and agrees that this Merchant Processing Application ("Application") is to obtain payment settlement services offered by Wells Fargo Bank, N.A. ("Bank"), a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). In order for Merchant to obtain the settlement services described in this Application and as may be selected by Merchant (collectively and individually, as applicable, the "Services"), Merchant must agree to and accept the terms and conditions under which Bank and Spectrum Merchant Services, Inc. ("SMS"), or its assigned agents (collectively, "Servicers" or "we" or "us") will agree to provide them.

By signing below, the undersigned Merchant (and each individual) hereby acknowledges and confirms that: a.) The terms and conditions that Merchant must agree to and accept to obtain the Services include the terms of this Application together with all terms contained in the Merchant Services' Program Guide ("Program Guide") including any information or terms that are incorporated by reference in the Program Guide, and together contain the terms and conditions of the agreement for the Services (collectively the "Agreement"); b.) You understand that certain terms used in the Agreement (including this Application) are fully defined in the Program Guide, that you have received and reviewed this Agreement including all the documents and information which are incorporated herein by reference, (including the Program Guide which is also available for viewing and/or downloading from the Internet at: www.spectrumadvantage.com , ) that the Agreement sets out the terms and conditions under which Merchant may utilize the Services, and that You have an obligation to promptly contact SMS and/or the Bank regarding any questions pertaining to any portion of this Agreement; c.) Upon acceptance of this Agreement, it becomes a legally binding contract enforceable against Merchant and with respect to certain provisions, the individual executing this Agreement on behalf of Merchant, who is making certain representations and promises in his or her personal capacity.

By signing below, the undersigned Merchant warrants and certifies that all information submitted under the Agreement (including the Application) is true, correct, and complete and understands that Bank and SMS will be relying on such information during the approval process, including in setting the applicable fees, rates, limits and all other terms and conditions. Merchant (and each individual) hereby authorizes Bank and/or SMS to obtain from third parties financial and credit information relating to Merchant (and each individual) in connection with their determination of whether to accept this Agreement and hereby grants Bank and/or SMS continuing authority to conduct credit checks and background investigations and inquiries concerning each of the undersigned including, but not limited to, financial, character and business references and Merchant's owner(s) (if Merchant is an entity). Each of the undersigned expressly authorizes Bank and/or SMS to request and obtain from Consumer Reporting Agencies (Bureaus) consumer and business reports. Each of the undersigned furthermore agrees that all references, including banks and Consumer Reporting Agencies, may release any and all personal and business credit and financial information to Bank and/or SMS.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record certain identifying information from any business or individual seeking to open a new account. We are required to obtain this information no matter how the account is opened (e.g., by mail, phone, in-person, or online). We may ask to see your driver's license or other identifying documents. The information requested or obtained by us may include your: name; address (residence for individuals and place of business for non-individuals); date of birth (for individuals); US taxpayer identification number for US citizens or companies (for individuals this is usually a Social Security number)

By signing below, you agree, understand and acknowledge that: a.) The Agreement will not take effect unless and until Merchant has been approved by Bank and SMS and Merchant is assigned and issued a Merchant Account Number; b.) Any alteration, strikeover, or modification to the preprinted text of this Application or any part of the Agreement shall be of no effect whatsoever and at Bank's and SMS's discretion may render the Agreement invalid; c.) You must select and indicate the category of "Cards" you will accept on the Application and will collectively be referred to as "Cards". You acknowledge and agree that Merchant will be furnished with the services and products described and selected by Merchant in the Application (collectively and individually, as applicable, the "Services") and that Servicers will be the sole and exclusive provider of the Services to Merchant during the term of this Agreement; d.) If Merchant is approved, any cancellation by You of this Agreement within three (3) years from the date of approval or is terminated by Servicers due to an Event of Default by Merchant. You will be subject to the applicable early termination fees and Merchant will be charged a fee for such early termination. In the event you cancel the agreement within the first three years of this agreement following the date of our execution of this agreement, in order to compensate SMS for lost revenue, You agree to pay as liquidated damages an amount calculated by multiplying the average monthly fees from the prior six months by the number of months remaining in the contract term or four hundred ninety five dollars (\$495.00), whichever is greater. Such amount will be funded, to the extent possible, accordingly to the same methods for collecting amounts due under section 17.7 of the Program Guide. Bank and/or SMS may terminate this agreement at any time upon written notice to you as a result of any of the events stated in section 22.4 of the Program Guide. If information is provided in the "New Entitlements" section of the Application, then the following shall apply:

American Express: By signing below, Merchant represents that the information provided on the Application is complete and accurate and authorizes American Express Travel Related Services Company, Inc. ("American Express") to verify the information on this Application and to receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If Merchant asks American Express whether or not a consumer report was requested, American Express will tell Merchant, and if American Express received a report, American Express will give Merchant the name and address of the agency that furnished it. Merchant understands that upon American Express' approval of the business 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 business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, Merchant agrees to be bound by the Terms and Conditions.

Discover Card: By signing below, Applicant acknowledges that by accepting Discover® card for payment, Applicant agrees to the terms and conditions of Discover Financial Services ("Discover"). Such terms and conditions will be sent to Applicant by Discover.

IN WITNESS WHEREOF, the undersigned Merchant has duly executed this Agreement (including the Application) as of the date(s) indicated below, and hereby confirms that Merchant has received a complete copy of the Agreement, including a completed copy of this Application, consisting of pages one (1) through four (4), together with a copy of the Program Guide (the "Agreement"). If Merchant has selected (by checking the appropriate box on the Application) to receive products and/or services offered under one or more of the Third Party Agreements referenced in the Program Guide, they hereby acknowledge and agree that the executed Signature page of the Application shall also serve as a Signature page for each of the respective Third Party Agreement(s) and further acknowledge that the Third Parties are relying upon the information contained on the Application all of which are incorporated by reference into the Third Party Agreements. Merchant authorizes SMS and Bank to share and exchange the information on the Application with the Third Parties and to provide a copy of the executed signature page to the respective Third Party, if requested.

\_\_\_\_\_  
Applicant/Merchant Legal Name

\_\_\_\_\_  
Applicant/Merchant DBA Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPROVED/ACCEPTED:

APPROVED/ACCEPTED:

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Wells Fargo Bank, N.A. 1200 Montego Way, Walnut Creek, CA 94598

Spectrum Merchant Services, Inc. 3 Hutton Centre Drive Suite 450, Santa Ana, CA 92707

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTORS(S):

Each signer below ("You" or "Your") agrees as follows. You, in Your individual capacity (even though You use a title or other designation with Your signature) unconditionally guarantee and promise to pay to Wells Fargo and SMS all indebtedness of the Applicant at any time arising under or relating to the Agreement, including the related application and any related agreements or instruments and any First Data Lease if applicable, as well as any extensions, modifications, or renewals thereof. You authorize Wells Fargo and/or its agent(s) and SMS to investigate the individual business history of Applicant and each representative signing the Agreement, including Yourself, including investigative credit reports, in order to evaluate acceptability into the Wells Fargo Merchant Services Merchant Program and if accepted, to conduct further investigations from time to time thereafter. The obligations hereunder are joint and several and independent of the obligations of the Applicant, and a separate action or actions may be brought and prosecuted against You whether action is brought against Applicant or any other person, or whether the Applicant or any other person is joined in any such action or actions. You acknowledge that this guaranty is absolute and unconditional, there are no conditions precedent to the effectiveness of this guaranty, and this guaranty is in full force and effect and is binding on You in Your individual capacity as of the date you sign this Application, regardless of whether Wells Fargo and SMS obtains collateral or any guaranties from others or takes any other action contemplated by You. As guarantor, You waive (i) presentment, demand, protest, notice of protest, and notice of nonpayment; (ii) any defense arising by reason of any defense of the Applicant or other guarantor; and (iii) the right to require Wells Fargo to proceed against Applicant or any other guarantor, to pursue any remedy in connection with the guaranteed indebtedness, or to notify You as guarantor of any additional indebtedness incurred by the Applicant, or of any changes in the Applicant's financial condition. You also authorize Wells Fargo and SMS, without notice or consent, to (a) extend, modify, compromise, accelerate, renew, or otherwise change the terms of the guaranteed indebtedness; (b) proceed against one or more guarantors without proceeding against the Applicant or another guarantor; and (c) release or substitute any party to the indebtedness or this guaranty. You represent and warrant to Wells Fargo and SMS that: (a) Wells Fargo and SMS has made no representation to You as to the creditworthiness of the Applicant; and (b) You have established adequate means of obtaining from the Applicant on a continuing basis financial and other information pertaining to Applicant's financial condition. You agree to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Your risks hereunder, and You further agree that Wells Fargo and SMS shall have no obligation to disclose to You any information or material about the Applicant which is acquired by Wells Fargo and SMS in any manner. You agree that this guaranty will be governed by California law; and shall benefit Wells Fargo, SMS and its successors and assigns. You understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank, N.A., Wells Fargo Merchant Services, L.L.C., and SMS are relying on this Guaranty in entering into the Agreement.

\_\_\_\_\_, An Individual  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_, An Individual  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Please read the Merchant Services' Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you.

From time to time you may have questions regarding the contents of your Agreement with us. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked:

1. **Your discount rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 17).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons** why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10.
4. **If you dispute any charge or funding**, you must notify us within 45 days of the date of the statement where the charge or funding appears, or should have appeared.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 19.
6. **We have assumed certain risks** by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Section 22, Term; Events of Default and Section 23, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Agreement until all your obligations to us are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Section 35 and in Section 9 of this Application under "Service Fee Schedule."
9. **If you lease equipment from Processor**, it is important that you read Section 33. **This lease is a non-cancelable lease for the full term indicated.**

#### 10. Association Disclosure

##### Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598 and its phone number is 1-800-451-5817.

##### Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Association products directly to a Merchant.
- (b) The Bank must be a principal (signer) to the Merchant Agreement.
- (c) The Bank is responsible for educating Merchants on pertinent Association Rules with which Merchants must comply.
- (d) The Bank is responsible for and must provide settlement funds to the Merchant.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

##### Important Merchant Responsibilities:

- (a) Ensure compliance with cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below Association thresholds.
- (c) Review and understand the terms of the Merchant Agreement.
- (d) Comply with Association rules.

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received the complete Merchant Services' Program Guide (version Spectrum1008) consisting of 34 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

#### Client's Business Principal:

Signature (Please sign below):

X \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Please Print Name of Signer