

Sales Office Alliance Merchant Services, Inc. Print Sales Rep Name Sales ID#

Merchant Number Sales Rep. Signature Phone #: 631-396-3965

I. BUSINESS INFORMATION

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Client's Business Name (Doing Business As): Client's Corporate/Legal Name (Use Also For Headquarter's Information):
Business Address: Billing Address (If Different Than Location Address):
City: State: Zip: City: State: Zip:
Location Phone #: Location Fax #: Contact Name:
Business E-mail or Website Address: Contact Phone #: Contact Fax # / E-mail Address:
Send Retrieval Requests to: Business Location Corp/Legal Location Send Merchant Monthly Statement to: Business Location Corp/Legal Location
FEDERAL TAX ID #: Detailed Explanation of Type of Merchandise, Products or Services Sold:
SIC/MCC:

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION - ALL MERCHANTS

Are you using a Vendor? Yes No If yes, please supply a copy of Vendor's report.
1. Zone: Business District Industrial Residential
2. Location: Mail Office Home Shopping Area Mixed Apartment Isolated
3. How many employees:
4. How many registers / Terminals:
5. Is proper license visible? Yes No, explain:
6. Where is the merchant name displayed at the site? Window Door Store Front
7. Merchant Occupies: Ground Floor Other:
8. # of Floors/Levels: 1 2-4 5-10 11+
9. Remaining Floor(s) Occupied by: Residential Commercial Combination
10. Approximate Square Footage: 0-250 251-500 501-2,000 2,001 plus
11. Are customers required to leave a deposit? No Yes If Yes, % of deposit required: %
12. Return Policy: Full Refund Exchange Only None
13. Do you have a refund policy for MC/VISA Sales? Yes No
If yes, check one: Exchange Store Credit MC/VISA Credit
If MC/VISA Credit, within how many days do you submit credit transactions? 0-3 4-7 8-14 Over 14
14. Advertising Method (Attach at least one): Catalog Brochure Direct Mail TV/Radio Internet Phone Newspaper/Journals Other
Marketing Materials required for Mail Order, B to B, Internet over \$1 Million in annual volume. Attach Web Page for Internet Merchant.
15. Your Previous Processor:
16. Check Reason For Leaving: Rate Service Terminated Other:
Mail / Telephone Order / Business to Business Information
(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 bancard sales represent business to business (vs business to consumer):
Business to Business % + Business to Consumer % = 100% (total sales)
3. What is the time frame from transaction to delivery? (% of orders delivered in):
0-7 days % + 8-14 days % + 15-30 days % + over 30 days % = 100%
4. MC/Visa sales are deposited (check one): Date of order Date of delivery
Other (specify):
5. Who performs product / service fulfillment? Direct Vendor Other If vendor, add
Name:
Address:
City/State/Zip: Phone:
Please describe how the transaction works, from order taking to merchant fulfillment (attach additional sheet if necessary):
6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e. cardholder authorizes initial sale only)? Yes No

3. COMPANY HISTORY

Date Business Started: Prior Bankruptcies? No Yes Business and / or Personal
TRADE REFERENCE 1 TRADE REFERENCE 2
Vendor Name: Vendor Name:
Contact Name: Contact Name:
Contact Telephone: () Contact Telephone: ()
Vendor Acct. #: Vendor Acct. #:

4. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1			OWNER / PARTNER / OFFICER 2		
Name: (First, MI, Last)		% Ownership:	Name: (First, MI, Last)		% Ownership:
Title:			Title:		
Home Address: (No P.O. Box)			Home Address: (No P.O. Box)		
City:	State:	Zip:	City:	State:	Zip:
Telephone #: () -			Telephone #: () -		
Social Security #			Social Security #		
D.O.B.:	DI #:	State:	D.O.B.:	DI #:	State:

5. SETTLEMENT INFORMATION

Deposit Bank:	Bank Contact:
Transit / ABA #:	Deposit Account #:

6. EQUIPMENT/THIRD PARTY INFORMATION

Do you use any third party to store, process or transmit cardholder data? Yes No

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

INTERNET GATEWAY: YourPay.com Other: _____ Wireless Network: _____

PC/Internet Software _____ Quantity _____ New Rent Lease Existing

Terminal Model _____ Quantity _____ New Rent Lease Existing

Printer Model _____ Quantity _____ New Rent Lease Existing

PIN Pad _____ Quantity _____ New Rent Lease Existing

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Mos. Annual Tax Handling Fee: 10.20

Total Monthly Lease Charge: \$ _____ w/o taxes, late fees, or other charges that may apply - See Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.)

Address	City	State	Zip	Attention:
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7. GRID INFORMATION - INTERNAL USE ONLY

MC CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	VISA CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	DISCOVER CREDIT MPG ID _____ <i>8-position Alpha/Numeric</i>	AUTHORIZATION GRID ID#: _____
MC DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	VISA DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	DISCOVER DEBIT MPG ID _____ <i>8-position Alpha/Numeric</i>	
MC CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	VISA CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	DISCOVER CREDIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	USER DEFINED GRID ID#: _____
MC DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	VISA DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	DISCOVER DEBIT TIERED GRID ID _____ <i>8-position Alpha/Numeric (Client Use)</i>	

FDBCS1001

8. TRANSACTION INFORMATION

FDBCS1005

FINANCIAL DATA		WHERE IS SALE TRANSACTED? (Must = 100%)
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Store Front/Swiped _____%
Average YEARLY MC/Visa/Discover Volume	\$ _____	Internet _____%
Average MC/Visa/Discover Ticket (Estimate If Never Processed in Past)	\$ _____	Mail Order _____%
Highest Ticket Amount	\$ _____	Telephone Order _____%
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____		Total 100 %

9. SERVICE FEE SCHEDULE

Authorization & Capture Transaction Fees

MasterCard and Visa Authorization & Capture Fee: \$ _____ (Per Item)	Discover Full Acq. Authorization & Capture Fee: \$ _____ (Per Item)	Voice Authorization \$ _____ (Per Item)
American Express: \$ _____ (Per Item)	Discover: \$ _____ (Per Item)	Electronic AVS Fee \$ _____ (Per Item)
#: _____	JCB: \$ _____ (Per Item)	Voice AVS Fee \$ _____ (Per Item)
	# _____	ARU Fee \$ _____ (Per Item)

9. SERVICE FEE SCHEDULE (Cont'd)

Miscellaneous Fees				Monthly Fees	
Chargeback Fee \$ _____ (Per Item)	Retrieval Fee (12B Letter) \$ _____ (Per Item)	Return Trans. Fee \$ _____ (Per Item)		Wireless Fee \$ _____	
Sales Trans. Fee \$ _____ (Per Item)	Batch Fee \$ _____ (Per Item)	Early Termination Fee \$ _____ (One Time Fee)		eMerchantView Access Fee \$ _____	
EBT-Food Stamps \$ _____ (Per Item) #:		EBT-Cash Benefits \$ _____ (Per Item) #:		Customer Service Fee \$ _____	
Other: \$ _____		Annual Fee: \$ _____		Debit Access Fee \$ _____	
Minimum Monthly Fee \$ _____		Monthly Statement Fee \$ _____ (Account on File)		Supplies: \$ _____	
				Other: \$ _____	

Tiered Discount Fees (Based on Gross Sales Volume)					
	Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	%	\$	VS Qual Credit	%	\$
MC Mid-Qual Credit	%	\$	VS Mid-Qual Credit	%	\$
MC Non-Qual Credit	%	\$	VS Non-Qual Credit	%	\$
MC Worldcard Qual	%	\$	VS Rewards 1	%	\$
MC Worldcard Mid-Qual	%	\$	VS Rewards 2	%	\$
MC Worldcard Non-Qual	%	\$			
MC Qual Debit	%	\$	VS Qual Debit	%	\$
MC Mid-Qual Debit	%	\$	VS Mid-Qual Debit	%	\$
MC Non-Qual Debit	%	\$	VS Non-Qual Debit	%	\$
Discover Qual Credit	%	\$	Discover Qual Debit	%	\$
Discover Mid-Qual Credit	%	\$	Discover Mid-Qual Debit	%	\$
Discover Non-Qual Credit	%	\$	Discover Non-Qual Debit	%	\$

Accept all MasterCard, Visa and Discover® Network Transactions (presumed, unless any selections 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*

Discover® Network Acceptance
 Accept Discover® Network Credit transactions *only*
 Accept Discover® Network Non-PIN Debit transactions *only*

See Section 1.9 of the Program Guide for details regarding limited acceptance.

Discount Collected Daily Monthly

ERR					
	Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	VS Qual Credit	%	%
MC Qual Debit	%	%	VS Qual Debit	%	%
Discover Qual Credit	%	%	Discover Qual Debit	%	%

Fleet

Wright Express: Other Item Rate \$ _____ (per item)
 Voyager: Qual _____ % Other Item Rate \$ _____ (per item)

TeleCheck
 Split Dial License # MICR Warranty ECA
 SE Number _____
 TeleCheck Rates & Fees Yes No

Pass Through Interchange - Includes Dues and Assessments					
Other Item Rate \$ _____ (per item)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)	
Other Volume Percent _____ (Based on Net Volume)	MC Qual Credit	%	Visa Qual Credit	%	
	MC Qual Debit	%	Visa Qual Debit	%	
	Discover Qual Credit	%	Discover Qual Debit	%	

Inquiry Rate _____ %
 December Risk Surcharge .10 %
 Per TXN Fee \$ _____
 Monthly Minimum Fee (Per Location) \$ 25.00
 ACH Processing Fee \$ 5.00
 Client Requested Operator Call (CROC) \$ 2.50
 ECA Chargeback Fee \$ 5.00
 (Only charged when entitled with TeleCheck)

PIN Debit					
<input type="checkbox"/> Pass Through Debit Network Fees (ETC Only)	Other Item Rate \$ _____ (per item)	Other Volume Percent _____ %			

10. SIGNATURE(S)

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 MC, Visa and Discover Tiered Grid ID Numbers, Program Guide (Version FDSCS1001) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. 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 8, Transaction Information section 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 as Section 33, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes First Data Merchant Services Corporation ("FDMS") and BancorpSouth Bank ("Bank") and their 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 FDMS and BANK and their 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. It is our policy to obtain certain information in order to verify your identity while processing your account application.

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®.

The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates, and that you authorize American Express Travel Related Services Company, Inc. to verify the information on this Application.

If BancorpSouth Bank does not approve Client for a Merchant Processing Agreement in connection with this Application, Client hereby consents to forwarding all information contained in this application, as well as all other information disclosed by Client in connection with this application to Cardservice International, Inc., for the purpose of considering Client for a merchant processing account subject to different terms, conditions and pricing, which will be disclosed to Client and subject to Client's acceptance prior to any formal underwriting consideration.

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 FDMS and Bank.

Client's Business Principal/Officer:

Signature **X** _____ Title _____ Signature **X** _____
 Print Name of Signer _____ Date _____ Print Name of Signer _____
 Signature **X** _____ Title _____ Title _____ Date _____
 Print Name of Signer _____ Date _____

Personal Guarantee: The undersigned guarantees to FDMS and Bank the performance of this Agreement and First Data Lease, if applicable, and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment of all sums due and owing and costs associated with enforcement of the terms thereof. FDMS and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of FDMS and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

Personal Guarantee

Signature **X** _____ Print Name: _____ Date _____
Personal Guarantee

Signature **X** _____ Print Name: _____ Date _____
Accepted By First Data Merchant Services Corporation **BancorpSouth Bank, 2778 West Jackson Street, Tupelo, MS 38801**

Signature **X** _____ Signature **X** _____
 Title _____ Date _____ Title _____ 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: BancorpSouth Bank

The Bank's mailing address is BancorpSouth Bank, 2778 West Jackson Street, Tupelo, MS 38801, and its phone number is 1-800-844-2477.

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 (either in person, by facsimile, or by electronic transmission) the Interchange Qualification Matrix (version IQMS06.1 or _____) and the complete Merchant Services' Program Guide (version FDBCS1001) 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 understands that a copy of the Program Guide is also available for downloading from the Internet at:

www.fdns.com/ISO/merchant_forms

Client's Business Principal:

Signature (Please sign below):

X _____

_____ Title

_____ Date

Please Print Name of Signer