



Merchant Services Application and Agreement

MERCHANT INFORMATION					
DBA / OUTLET NAME			CORPORATE NAME (IF DIFFERENT THAN DBA):		
PHYSICAL STREET ADDRESS: (NO P.O. BOXES)			ADDRESS:		
CITY	STATE	ZIP	CITY	STATE	ZIP
PHONE:	FAX:		PHONE:	FAX:	
CUSTOMER SERVICE PHONE NUMBER (REQUIRED FOR ALL MERCHANTS)			WEB SITE ADDRESS: (REQUIRED FOR INTERNET MERCHANTS)		

PRIMARY CONTACT - SYSTEM ADMINISTRATOR		BILLING CONTACT	
NAME:	E-MAIL:	NAME:	E-MAIL:
BUSINESS PHONE:	MOBILE PHONE:	BUSINESS PHONE:	MOBILE PHONE:

BUSINESS PROFILE			
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP GENERAL / LIMITED <input type="checkbox"/> LIMITED LIABILITY CORP. <input type="checkbox"/> CLOSELY HELD CORP. <input type="checkbox"/> PUBLICLY HELD CORP. <input type="checkbox"/> GOVERNMENT (FED / STATE / LOCAL) <input type="checkbox"/> TAX EXEMPT / NON-PROFIT <input type="checkbox"/> OTHER: _____			
YEARS IN BUSINESS:	# OF LOCATIONS:	LENGTH OF CURRENT OWNERSHIP (YEARS):	FEDERAL TAX ID / SSN:
LOCATION OF BUSINESS: <input type="checkbox"/> OFFICE SUITE <input type="checkbox"/> RETAIL STOREFRONT <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> OTHER (SPECIFY): _____			
TYPE OF BUSINESS:			
HAS MERCHANT OR ANY PRINCIPAL DISCLOSED HEREIN FILED BANKRUPTCY OR BEEN SUBJECT TO INVOLUNTARY BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, EXPLAIN: _____			

SETTLEMENT BANK ACCOUNT INFORMATION	
TRANSIT ROUTING / ABA NUMBER (9 DIGITS):	DDA / CHECKING ACCOUNT #:
ALTERNATE BANK ACCOUNT FOR BILLING (IF DIFFERENT THAN SETTLEMENT ACCOUNT)	
TRANSIT ROUTING / ABA NUMBER (9 DIGITS):	DDA / CHECKING ACCOUNT #:

OWNER / OFFICER INFORMATION									
OWNER / OFFICER NAME:			% OWNERSHIP		OWNER / OFFICER NAME:			% OWNERSHIP	
SOCIAL SECURITY #:			TELEPHONE #:		SOCIAL SECURITY #:			TELEPHONE #:	
ADDRESS:			CITY:		ADDRESS:			CITY:	
STATE:	ZIP:	YEARS THERE:	OWN/RENT:	STATE:	ZIP:	YEARS THERE:	OWN/RENT:		
DRIVER'S LICENSE #:			DATE OF BIRTH:		DRIVER'S LICENSE #:			DATE OF BIRTH:	
E-MAIL ADDRESS:				E-MAIL ADDRESS:					

FOR OFFICE USE ONLY	APPLICATION ID: _____	ISO ID: 234590	SALES REP: Dean Curry
---------------------	-----------------------	-----------------------	------------------------------

PRODUCTS REQUESTED (CHECK ALL THAT APPLY)

- CREDIT CARD GATEWAY (PLEASE ATTACH TEAR SHEET WITH MERCHANT ACCOUNT INFORMATION)
 VIRTUAL TERMINAL TRANSPORTER SECURE WEBPAY SOFT TERMINAL
 DIRECT INTERFACE/API DIRECT BILLING OTHER - SPECIFY _____

ESTIMATED MONTHLY ACH / E-CHECK VOLUME

WILL YOU BE USING ACH TO COLLECT FUNDS? IF YES, COMPLETE BELOW:
 YES NO
 AVERAGE SALE: \$ _____
 MAXIMUM SALE: \$ _____
 MONTHLY SALES: \$ _____
 PLEASE SPECIFY THE PRODUCTS / SERVICES THAT YOU WILL BE COLLECTING VIA ACH?:

WILL YOU BE USING ACH TO DISBURSE FUNDS? IF YES, COMPLETE BELOW:
 YES NO
 AVERAGE DISBURSEMENT: \$ _____
 MAXIMUM DISBURSEMENT: \$ _____
 MONTHLY DISBURSEMENTS: \$ _____
 PLEASE SPECIFY THE PAYMENTS THAT YOU WILL BE DISBURSING VIA ACH?:
 (E.G., PAYROLL, COMMISSION, VENDOR PAYMENTS, ETC.)

TRANSACTION TYPES

HOW WILL YOU BE OBTAINING AUTHORIZATION FOR YOUR TRANSACTIONS?
 (PLEASE INDICATE BY FILLING IN THE PERCENTAGES.)

_____ % FACE-TO-FACE (PPD/CCD/BOC/POP)	<u>25</u> % SINGLE
_____ % INTERNET ORDER (WEB)	<u>75</u> % RECURRING
<u>50</u> % MAIL ORDER (ARC)	<u>100</u> % TOTAL
<u>50</u> % TELEPHONE ORDER (TEL)	
_____ % FAX (PPD/CCD)	
<u>100</u> % TOTAL	

FEES

ACH PROCESSING FEES

MONTHLY STATEMENT: \$ 10.00 PER TRANSACTION: \$.35 RETURNED FEE: \$ 3.00 DISCOUNT FEE: _____ %

NSF FEE REBATE PROGRAM

DO NOT COLLECT NSF FEES COLLECT \$ _____ PER NSF ITEM _____ % REBATE

VERIFICATION AND AUTHENTICATION SERVICES (CHECK ALL THAT APPLY)

ATM VERIFY \$ _____ PER ITEM ESTIMATED ATM VERIFY VOLUME: _____ NCN VERIFY \$ _____ PER ITEM
 ID VERIFY \$ _____ PER ITEM

OTHER FEES

GATEWAY: \$ 9.95 (MONTHLY) CHARGEBACK FEE: \$ 35.00 (PER OCCURRENCE) SET-UP FEE: \$ 50.00 (ONE-TIME)
 MINIMUM: \$ 0 (MONTHLY) EXCESSIVE RETURNS: \$.50 (PER OCCURRENCE, Greater than 40%)

PERSONAL GUARANTY

I/We hereby guarantee to Forte Payment Systems, its successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Merchant Services Application and Agreement (the "Agreement"), including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Agreement, whether arising before or after termination of the Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement extension of credit, or variation of terms of the Agreement, unless specifically discharged or amended. I/We understand that my/our obligations are independent of Merchant's obligations. I/We understand that I/We have no right to enforce a remedy which Forte now has or may later have against Merchant nor to participate in security now or later held by Forte. I/We hereby waive any notice of acceptance of the guaranty, notice of non-payment or Payment Systems any information reasonably requested by Forte Payment Systems 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 Terms & Conditions provided to Merchant and those Terms & Conditions contained in the Merchant Application & Agreement.

PRIMARY GUARANTOR _____, an individual NAME PRINTED _____ DATE _____
 SECONDARY GUARANTOR _____, an individual NAME PRINTED _____ DATE _____

MERCHANT AUTHORIZATION AND ACCEPTANCE OF TERMS AND CONDITIONS

This Merchant Services Application and Agreement ("MSAA"), along with the Terms and Conditions attached hereto, serves as Merchant Agreement by and between Forte Payments Systems ("Forte") and the Merchant named above ("Merchant" "you"). A copy of the Terms and Conditions, Version Number 11.04.01 has been provided to you. As a duly authorized signatory of Merchant, the undersigned certifies the following: 1) You have received a copy of the Terms & Conditions and that Merchant agrees to be bound by all terms and conditions contained therein and as may be modified or amended in compliance with those terms; 2) You understand that IF MERCHANT SUBMITS A TRANSACTION TO FORTE HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES TERMS & CONDITIONS; 3) All information provided in this MSAA and supporting documents is true and accurate; 4) Merchant authorizes Forte to debit and/or credit the account(s) listed above, or other accounts maintained by merchant, for any amounts owed in accordance with the MSAA and the Terms and Conditions; 5) Merchant authorizes Forte to order a credit report on Merchant and/or any affiliate that is listed on the MSAA or any supporting document; 6) Merchant will use the Verification and/or Authentication Services provided by Forte for a purpose that is permissible under section 604(a) of the Fair Credit Reporting Act and that Merchant will follow proper procedures for adverse action notifications to its customers, as provided in Appendix B to the Terms and Conditions.

SIGNATURE: _____ DATE: _____ SIGNATURE: _____ DATE: _____
 PRINTED NAME: _____ TITLE: _____ PRINTED NAME: _____ TITLE: _____