

In order to process your application in a timely manner, please complete the **ENTIRE APPLICATION** and provide all information listed below.
Please **FAX** all pages to Citicorp Services, Inc. at **904-954-2284**.

1. Completed Merchant Application/Agreement Package signed on page 4.
2. If corporation or partnership, latest two years of Business Financial Statements, including Income Statements and Balance Sheets.
3. If sole proprietorship, a Confidential Personal Financial Statement signed and completed for all owners of business.
4. Most recent three (3) consecutive months of merchant statements -or- a minimum of the most recent three (3) consecutive months of business bank statements if merchant has not previously processed credit card transactions.
5. Copies of Yellow Pages advertisements, brochures or other advertisements. Additionally, if mail/telephone/Internet merchant please provide a copy of your customer return policy.
6. Voided check from business checking account attached below (deposit slips cannot be accepted).
7. Are you going to purchase, rent, or lease any equipment? yes no
If yes, include completed equipment agreement and a voided check.
8. If your business is tax exempt, please provide proof of status.
9. If you have more than one (1) location, please complete enclosed Additional Location Form.

ATTACH VOIDED CHECK HERE

In order to ensure transactions are properly deposited into your business checking account, a copy of a blank voided check must be attached.

Site Survey Information

If your Business Checking account is **NOT** with Citibank, you will need to provide third-party verification of the physical business location. Citibank Merchant Services will require two of the three documents listed below:

- **Business license**
- **Third party tax return; the tax return must have the signature and phone number of the CPA**
- **Copy of a yellow pages ad - listing the business name and address**

If you do not have two of the three above-mentioned documents, please contact your sales representative to discuss acceptable substitutions. If your business checking account **IS** with Citibank list the name and telephone number of your local Citibank contact.

Please ensure that you have signed all required forms and contracts. Citicorp Payment Services, Inc. must receive a completed application with all required information before your application can be processed.

FOR OFFICE USE ONLY

Agent <input type="text"/>	Assoc. <input type="text"/>	MID NUMBER <input type="text"/>
SIC <input type="text"/>	Sales Rep. <input type="text"/>	V Number <input type="text"/>
Chain <input type="text"/>	Code 7 1 0 0	Reseller <input type="text"/>

BUSINESS NAME(S)

BUSINESS PROFILE

DBA/Business Name:	Business Open Date:	Length of Current Ownership:	# of Locations:
Physical (DBA) Address:	Annual MasterCard®/Visa® Volume (\$):	Average Ticket (\$):	
City, State, Zip:	Type of Business (Check all that apply): <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Mail Order <input type="checkbox"/> Telephone Order <input type="checkbox"/> Internet URL: _____		
Business Legal Name:	Type of Goods/Services Sold:		
Mailing/Billing Address:	Customer Service Telephone #, if Applicable:	E-mail Address, if Applicable:	
City, State, Zip:	Current Processor, if Applicable: <input type="checkbox"/> Yes: _____ <input type="checkbox"/> No		
Primary Training Contact: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Primary Contact Phone:	Reason for Changing Processor: _____	
Chargeback Contact: <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	Primary Fax Number:	Implementation Target Date:	Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No
Chargeback Phone:	Chargeback Fax Number:	High Volume Months: _____	
		Method of Sale:	
		Card Swiped _____%	Sales to Direct Consumer _____%
		Card Keyed Manually _____%	Business to Business _____%
		TOTAL 100%	TOTAL 100%

BUSINESS DEPOSIT AND REFUND POLICY

Do You Require Customer Deposits? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, # of Weeks Until Product or Service is Delivered: _____	If Yes, Percent Required: _____%	What Percentage of Your Overall Credit Card Sales Requires a Deposit? _____%
Do You Have a Refund Policy for MasterCard/Visa Sales? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Indicate Refund Policy: <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit <input type="checkbox"/> MasterCard/Visa Credit		MasterCard/Visa Credit Issued Within: <input type="checkbox"/> 0-3 Days <input type="checkbox"/> 4-7 Days

OWNERSHIP INFORMATION

MUST REPORT OWNERSHIP TOTALLING 51% OR MORE

Ownership Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____	Federal Tax ID# (9 digits): <input type="text"/>		
Owner 1/Partner/Officer Name:	Title in Business:	Equity Ownership: _____%	Social Security #: <input type="text"/>
Home Address:	City, State, Zip:	Phone Number: () () ()	
Owner 2/Partner/Officer Name:	Title in Business:	Equity Ownership: _____%	Social Security #: <input type="text"/>
Home Address:	City, State, Zip:	Phone Number: () () ()	

MERCHANT REFERENCES

Principal Bank Name:	Contact:	Phone Number: () () ()	Account #:
Length of Time at Principal Bank:	Do You Have a Credit/Loan Relationship? <input type="checkbox"/> Yes <input type="checkbox"/> No Type: _____		
Trade Reference 1 Name:	Contact:	Phone Number: () () ()	Account #:

OTHER CARDS TO BE ACCEPTED

American Express® #: _____ Discover® #: _____ Diners Club® #: _____

EBT: Yes No Debit: Yes No Network(s): NYCE® STAR® Interlink® Other: _____

Check Service: Yes No If Yes, Service Provider: _____

PRICING SCHEDULE

You agree to pay CPSI on each Sales Draft purchased by CPSI the following Discount Percentages and other fees and charges as stated below. The Discount Percentage(s) stated are based on your annual Card sales volume and average ticket size. Your annual MasterCard/Visa volume is estimated to be \$_____ and your average ticket size is estimated to be \$_____. If Card sales volume or average ticket size varies from the above figure, CPSI retains the right to adjust the Discount Percentage(s) and fees accordingly. Only one of the following pricing sections applies in addition to the Other Fees section. This pricing offer is good for 30 days from _____. You agree to pay CPSI a minimum of \$25.00 per month, per Merchant Identification Number (MID) in discount fees.

RETAIL ELECTRONIC TRANSACTIONS RATES

MasterCard Discount Percentage of 1.69 %
 Visa Discount Percentage of 1.69 %
 Diners Club Discount Percentage of 2.85 %
 Debit Card Discount Percentage of Ø %
 Debit Card Per Item Fee of \$.20

Non-Qualified Transactions consist of but are not limited to:

- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal
- Transactions using voice authorizations
- Transactions using Corporate Cards

Other MasterCard and Visa Fees:

Add: Mid-Qualified Transactions Discount Percentage of + .56 %

Add: Non-Qualified Transactions Discount Percentage of + .86 %

MAIL ORDER/PHONE ORDER/INTERNET TRANSACTIONS RATES

MasterCard Discount Percentage of 2.25 %
 Visa Discount Percentage of 2.25 %
 Diners Club Discount Percentage of 2.85 %
 Debit Card Discount Percentage of Ø %
 Debit Card Per Item Fee of \$.20

Non-Qualified Transactions consist of but are not limited to:

- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal/computer without using Address Verification and Invoice # data
- Transactions on Foreign Cards
- Transactions using voice authorizations
- Transactions using Corporate Cards

Other MasterCard and Visa Fees:

Add: Non-Qualified Transactions Discount Percentage of + .30 %

COMMERCIAL CARD TRANSACTIONS RATES

MasterCard Discount Percentage of 2.55 %
 Visa Discount Percentage of 2.55 %
 Diners Club Discount Percentage of 2.85 %
 Debit Card Discount Percentage of Ø %
 Debit Card Per Item Fee of \$.20

Non-Qualified Transactions consist of but are not limited to:

- Transactions sent more than 24 hours after authorizations
- Transactions with more than one authorization
- Transactions that are keyed into the terminal without required additional data
- Transactions using voice authorizations

Other MasterCard and Visa Fees:

Add: Non-Qualified Transactions Discount Percentage of + Ø %

OTHER FEES

Application Fee (non-refundable)	Waived	Set Up Fee	Waived
Per Transaction Fee	Waived	Statement Fee (per MID)	Waived
Authorization Fee	\$.23 /each	Monthly Account Maintenance Fee (per MID)	Waived
Chargeback Fee	\$ 15.00 /each	Non-Sufficient Funds (NSF) Fee	\$ 20.00 /each
Non-Bankcard Fee	\$.20 /each	Online Reporting Service (Single User)	Waived
Voice/Telephone Authorization Fee	\$.80 /each	VRU Authorization Fee	\$.30 /each
Reprogramming Fee	Waived	Other:	\$. /each

Signature: _____



Merchant Name: _____

Sales Rep: _____

GP Yes No

Fax Number: 904-954-2284

MERCHANT CARD SERVICES AGREEMENT

This is the Merchant Card Services Agreement (the "Agreement") that Citicorp Payment Services, Inc. ("CPSI") is entering into with "you", the Merchant, and consists of the Application, Basic Agreement, the Operating Guide, and any other related documents. Included with the application package is the "Operating Guide" with which you agree to comply.

We have tried to make the Basic Agreement and related documents, such as the Operating Guide, easily understood. After reading these documents carefully, please bring to our attention any matters that need clarification.

BASIC AGREEMENT

1. Honoring Valid Cards. You will honor, without discrimination, valid credit or debit cards issued by MasterCard®, Visa® or any other Card association ("Card" or "Cards") properly tendered by your customers. CPSI will provide authorization, transaction submission and settlement services for Cards issued by MasterCard and Visa, and the following on-line debit card systems: Cash Station®, NYCE®, STAR®, and Interlink®. CPSI will also provide these services for Diners Club®/Carte Blanche® if you have agreed to a Discount Percentage and it is entered in the Pricing Schedule on the Application. CPSI will provide authorization and transaction submission services for other Cards issued by other associations if they consent. Your acceptance of these other Cards will be governed by your agreements with them.

2. Internet Transactions. With respect to charges or other transactions incurred over the Internet or via other electronic transmission, Card information may only be accepted by or on your behalf if it is transmitted through a mechanism that protects the information being transmitted from interception and disclosure.

3. Obtaining Proper Authorization. For each Card transaction, you will obtain authorization from the approval center CPSI designates, in the manner stipulated in the Operating Guide.

4. Presenting Data for Payment. You will present sales and credit data to CPSI for payment within 24 hours of the transaction.

5. Settlement. You agree to sell to CPSI, and CPSI agrees to buy from you, sales transactions made using the Cards, which are covered by this Agreement. You authorize CPSI to debit and credit the "Business Checking Account(s)" identified on the Application via Automated Clearing House (ACH) or other authorized means for all funds due you from CPSI or its third party providers from you. You will comply with all ACH rules. You will not close the "Account(s)" without giving CPSI and its third party providers 10 days prior written notice of such closure and giving us a substitute account and until all obligations owed to CPSI have been paid in full. Debits and credits are provisional and subject to change pursuant to this Agreement. We reserve the right to debit or credit any of your accounts listed in your application or otherwise held at an affiliate of CPSI.

6. Warranty of Bona Fide Transactions. You represent and warrant that the sales data is for payment or refund of a bona fide sale or lease of goods or services, which you have provided the customer.

7. Truthfulness of All Information. You represent that all information you have provided and will provide us is true, accurate and not misleading. The person signing this Agreement certifies that he/she has been fully authorized to sign it on your behalf, and to legally bind you to this Agreement.

8. Reserve Account. If CPSI requests, at any time, you will establish a reserve account or provide other security in an amount, form, and time frame required by CPSI.

9. Payment. You will pay CPSI for its services in accordance with the Pricing Schedule and Other Fees indicated in the Application. You will also pay CPSI's third party providers for their supplies, software, and other products as you may agree from time to time.

10. Refunds. You will never issue cash refunds to a customer, but, instead, will follow the applicable instructions in the Operating Guide in completing and submitting a credit voucher.

11. Chargebacks. We will debit your account or withhold settlement funds when a transaction is charged back by the Card issuer, due to an irregularity in a transaction, as defined in the Operating Guide. You agree, if you dispute the chargeback, also to follow all applicable procedures in the Operating Guide.

12. Travel and Entertainment Services. With regard to certain travel and entertainment services, including hotel reservation services, you agree, if you provide them, to abide by CPSI's rules for such services as provided in the Operating Guide.

13. Records. You will store original documentation of each transaction for at least 6 months, and retain copies of all such data for at least 3 years, while at all times maintaining strict confidentiality of any Cardholder's account number or other information, and not selling, providing, exchanging or otherwise disclosing such information to third parties, and reporting to CPSI immediately any breaches of this confidentiality. If CPSI requests, you will provide CPSI with such information concerning individual transactions as CPSI shall request.

14. Advertising. You will display promotional materials CPSI provides, but in such a way that does not indicate that any Card association endorses your goods or services. You agree to include the Cards covered by this Agreement in your advertising on an equal basis with all other Cards. You also agree that CPSI may use your name in any listing of its customers or of merchants which accept Cards.

15. Limitation of Liability. CPSI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. CPSI WILL CORRECT, AT ITS OWN EXPENSE, ANY MISTAKES CAUSED BY CPSI OR ITS AGENTS. IN NO EVENT SHALL CPSI OR AFFILIATES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CLAIMS BY YOU OR ANY THIRD PARTY RELATING TO CPSI'S PERFORMANCE UNDER THIS AGREEMENT.

16. Software License. You shall have a non-exclusive and non-transferable license to use any Software our agents or we provide. You agree not to reverse-engineer, disassemble, or decompile the Software.

17. Security Interest Set-off Rights; Financing Statements. You irrevocably grant to CPSI a lien against and a security interest in any funds pertaining to the transactions processed under this Agreement. You agree to execute and deliver to us such documents as we may reasonably request to perfect this security interest or right of set-off. You understand and agree that this Agreement is a contract to extend financial accommodations as that term is used in the U.S. Bankruptcy Code.

18. Amendments. We may change any part of this Agreement, the Application, the Operating Guide, and any other related documents at any time by giving you written notice. By submitting charges to us after the effective date of any such change, you will consent to such changes. Other than the above procedure, this Agreement may only be amended in writing signed by you and CPSI.

19. Entire Agreement and Confidentiality. This Agreement is the entire understanding between you and CPSI, and binds your successors and permitted assigns. You also agree to keep the terms of this Agreement, including pricing, confidential.

20. Governing Law. The law of the State of New York governs this Agreement. If any part of the Agreement is determined to be unenforceable or invalid, the parties agree that this should not affect the enforceability or validity of the remaining parts of this Agreement.

21. Attorneys' Fees. You will be liable for CPSI's reasonable attorneys' fees and expenses if we prevail in a lawsuit to enforce our rights under this Agreement. CPSI will be liable for your reasonable attorneys' fees and expenses if you prevail in a lawsuit to enforce your rights under this Agreement.

22. Waiver of Jury Trial. IF EITHER PARTY BRINGS ANY ACTION CONNECTED WITH THIS AGREEMENT AGAINST THE OTHER PARTY, WHETHER AT LAW OR EQUITY, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

23. Termination. Either party may terminate this Agreement with 30 days written notice to the other party. However, CPSI may terminate this Agreement immediately for material breach, fraud or other cause. In the event you terminate this Agreement, you agree to pay the cancellation fee if indicated as Other Fees on the Application.

24. Notice. All notices pertaining to this Agreement will be in writing and deemed to have been given when delivered to a party's address as set forth in the Application.

25. Assignment. You may assign this Agreement only with CPSI's prior written consent. If we assign this Agreement, we will notify you of any such assignment.

26. Notifying Us about Changes in Your Business. You will provide CPSI with at least 30 days prior written notice of any substantial change in the basic nature of your business, for example, adverse changes in your financial situation, or changes in the type or nature of products sold, the manner in which the products are sold or the manner in which you accept Cards.

27. Merchant Account Information. CPSI may send you periodic statements reflecting activity on your account. You agree to examine and reconcile your merchant statement and notify CPSI of any errors or discrepancies within three (3) months of the statement date. At your request, CPSI may also make available account information via the Internet. If you request Internet reporting, you will be required to accept a standard terms of use document upon initial log-on process.

**Microsoft
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Solutions**

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Fax Number: 904-954-2284



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