



WorldPay US, Inc.
600 Morgan Falls Road, Atlanta, GA 30350
Member Financial Institution - RBS Citizens, N.A.

CUSTOMER PROCESSING AGREEMENT PROCESSING FEE SCHEDULE

Fees Apply Only to Applicable Services Used

Lead No. _____ Sales Order No. _____
Customer Initials

SALES	APPLICATION TYPE <input type="radio"/> Standard <input type="radio"/> Debit Only <input type="radio"/> Cash Advance <input type="radio"/> Gift Card Only <input type="radio"/> Internet Only <input type="radio"/> Direct Debit-US	Sales Agent #1 _____ %	Sales Agent #2 _____ %	Sales Agent #3 _____ %
	If Currently Processing Credit Cards , List Previous Processor _____ Previous Discount Rate _____ % Previous Per Item Fee \$ _____ Previous Statement Fee \$ _____	<input type="checkbox"/> Rush Order (fees may apply) <input type="checkbox"/> Site Visit Conducted		

LEGAL INFO	Legal Business Name _____	Legal Business Address _____	Suite/Apt _____
	City _____ State _____ Zip _____	Phone _____	Mobile Phone _____
	Fax _____ Contact Name _____	Email _____	Federal Tax ID _____
	OWNERSHIP STRUCTURE <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Non-Public Corporation <input type="radio"/> Non-Profit <input type="radio"/> LLC <input type="radio"/> Government Entity <input type="radio"/> Public Corporation		
Business Open Date (MM/DD/YY) _____		Date of Incorporation (MM/DD/YY) _____	Number of Locations _____
		Number of Employees _____	Stock Symbol _____

Principal information below must be obtained for principals which, in the aggregate, hold at least 51% ownership.
 Customer agrees to notify WorldPay in writing in advance if any of the principals listed below transfer their ownership interest.
First principal listed below must also sign as first principal in Customer Acceptance and Guaranty section.

PRINCIPAL INFO	1	2	
	First Name (Full legal name required) _____ M.I. _____ Last Name _____	First Name (Full legal name required) _____ M.I. _____ Last Name _____	
	Nickname/ Alias _____ Business Title _____	Nickname/ Alias _____ Business Title _____	
	Home Address _____ City _____	Home Address _____ City _____	
	State _____ Zip _____ Home Phone _____	State _____ Zip _____ Home Phone _____	
	Social Security Number/ ITIN _____ Date of Birth (MM/DD/YY) _____ Percent Owned _____	Social Security Number/ ITIN _____ Date of Birth (MM/DD/YY) _____ Percent Owned _____	
Current US Citizen? <input type="radio"/> Yes <input type="radio"/> No If no, list country of citizenship _____		Current US Citizen? <input type="radio"/> Yes <input type="radio"/> No If no, list country of citizenship _____	

PROCESSING RATES	VISA, MASTERCARD AND DISCOVER		
	<input type="checkbox"/> Accept All Visa, MasterCard and Discover Commercial and Signature Debit Cards PLEASE SELECT RATE PRICING STRUCTURE <input type="radio"/> 4-Tier Pricing <input type="radio"/> 3-Tier Pricing <input type="radio"/> Cost-Plus Pricing	3-TIER AND 4-TIER RATES 1-TIER RATE Discount Rate _____ % Per Transaction Item Fee \$ _____ Per Transaction	Customer Average Monthly Volume \$ _____ Customer High Monthly Volume \$ _____
	COST-PLUS PROCESSING FEE* Discount Rate _____ % Per Transaction Visa, MasterCard & Discover Item Fee \$ _____ Per Transaction	2-TIER SURCHARGE Discount Rate Surcharge _____ % Per Transaction Item Fee Surcharge \$ _____ Per Transaction	Customer Average Ticket \$ _____ Customer High Ticket \$ _____
	<small>*Customers are responsible for the percentage and/or transaction fee listed here plus published fees of the card associations and payment networks for credit or debit transactions or other electronic payment transactions processed pursuant to this agreement, including interchange, assessment, authorization, risk, transmission and all other fees.</small>	3-TIER SURCHARGE Discount Rate Surcharge _____ % Per Transaction Item Fee Surcharge \$ _____ Per Transaction	
	4-TIER SURCHARGE (If 4-Tier Pricing is Selected) Discount Rate Surcharge _____ % Per Transaction Item Fee Surcharge \$ _____ Per Transaction		

MISC FEES	Administrative \$ _____ Per Month, Per Location	Voice Authorization \$ _____ Per Call	Voice Authorization \$ _____ Per Call
	Chargeback Handling \$ _____ Per Chargeback	Voice Authorization Referral \$ _____ Per Call	Minimum Processing \$ _____ Per Month, Per Location
	ACH Reject, NSF or Returned Check \$ _____ Per Occurrence	Voice AVS Request \$ _____ Per Call	Other \$ _____

*The Early Termination Fee set forth in Section 10.3 of the Terms and Conditions applies unless a different amount is specified in the Other Fee section above.



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Same as Legal Address

Store Name (DBA) _____ Store Address _____
Suite/Apt _____ City _____
State _____ Zip _____ Phone _____
Mobile Phone _____ Fax _____
Contact Name _____ Email _____

STATEMENTS, ETC. MAILING ADDRESS
 *Legal *Store *Principal's Home Address **Email Online Statements
 Other Address/Email _____
 Other Address/Email _____
 **I understand that by accepting email online statements, I will not receive a mailed statement.

Has customer ever had any cardholder account information compromised? Yes No _____
When? (MM/YY) _____

SEASONAL MERCHANT Yes No
Customers to be charged \$10.00 for each month closed. _____
Months Open _____ Months Closed _____

FRANCHISEE Yes No _____
If yes, franchise name _____

REFUND POLICY Site Credit Only No Refunds Card Credit

Same as Legal Address

IRS INFO
Tax Filing Name _____ IRS Address _____
Suite/Apt _____ City _____
State _____ Zip _____ Phone _____
Fax _____ Contact Name _____

Does customer utilize any other entities, such as a Yes No
Third Party Service Provider, that stores, transmits or processes cardholder data on its behalf? No
If yes, list entity _____

BUSINESS PRODUCTS OR SERVICES
Please Describe in Detail _____
SIC Code _____ Delivery Method for Product (Immediate, within 30 days, etc.) _____

SWIPED/NON-SWIPED PERCENTAGES

Face-to-Face (Swiped)	Imprinted (Non-Swiped)	MO/TO (Non-Swiped)	Internet (Non-Swiped)
_____ %	_____ %	_____ %	_____ %

Website _____ **WEBSITE SSL SECURED** Yes No

TRANSACTION CONDUCTED AT
(Customers with multiple locations must complete a separate Location Form for each location.)

<input type="checkbox"/> _____ %	<input type="checkbox"/> _____ %	<input type="checkbox"/> _____ %	<input type="checkbox"/> _____ %
Store	Residence	Whse/Office	Mobile

ADVANCE PAYMENT **Does Customer Accept Advance Payments?** Yes No If yes, please answer questions below.

PAYMENT TYPES
 Deposit Taken Full Payment Membership/Insurance/Subscriptions, etc.
 Average percentage of the deposits being paid in advance? _____ %
 Number of days after full payment until cardholder takes delivery of goods/services? _____
 Average days to complete service after purchase (length of membership, etc.)? _____
 Number of days the deposit is paid by the cardholder in advance of the full payment? _____
 Percent of the annual bank card volume based on the payment terms above? _____ %

WARRANTIES
 Monthly Volume attributable to warranties? \$ _____
 Average length of warranty outstanding (# of months)? _____
 Who reinsures warranty liability? _____

BANK ACCOUNT INFO	BILLING ACCT. <input type="radio"/> Business <input type="radio"/> Personal*	CHARGEBACK ACCT. <input type="radio"/> Business <input type="radio"/> Personal*
<p>SETTLEMENT ACCT. <input type="radio"/> Business <input type="radio"/> Personal*</p> <p><input type="checkbox"/> Same as Settlement Account</p> <p>Name on Account _____ Bank Routing/Transit _____ Account Number _____ Bank Name _____ Phone _____ Address _____ City _____ State _____ Zip _____</p>	<p><input type="checkbox"/> Same as Settlement Account</p> <p>Name on Account _____ Bank Routing/Transit _____ Account Number _____ Bank Name _____ Phone _____ Address _____ City _____ State _____ Zip _____</p>	<p><input type="checkbox"/> Same as Settlement Acct. <input type="checkbox"/> Same as Billing Account</p> <p>Name on Account _____ Bank Routing/Transit _____ Account Number _____ Bank Name _____ Phone _____ Address _____ City _____ State _____ Zip _____</p>

*Personal checking accepted for Sole Proprietorships and Partnerships only.

APPLICATION WILL NOT BE PROCESSED WITHOUT A VOIDED CHECK, ACCOUNT VERIFICATION FORM OR SIGNED BANK LETTER ON BANK LETTERHEAD FOR EACH ACCOUNT.

CUSTOMER PROCESSING AGREEMENT

PROCESSING FEE SCHEDULE

Fees Apply Only to Applicable Services Used

Lead No. _____ Sales Order No. _____
Customer Initials

CARD SERVICES/ACH SERVICES

DISCOVER NETWORK ACCOUNTS Discover Network Retained Account

Customers who are on the "Discover Retained Merchant Accounts" list will continue to settle Discover transactions through Discover. Rates negotiated with Discover will apply on all Discover transactions in place of WorldPay 3-Tier, 4-Tier, or Cost-Plus credit transaction pricing structures. The WorldPay Item Fee, as specified in this section, will be added to Discover Retained Merchant Accounts in addition to the negotiated Discover rates and will be charged by WorldPay.

Existing Discover Customer # _____
WorldPay Item Fee \$ _____ Per Transaction

PIN DEBIT PROCESSING* Accept Consumer PIN Debit Cards

Debit Item Fee \$ _____ Per Transaction
Debit Batch Totals Fee \$ _____ Per Occurrence
Denials & Voids Fee \$ _____ Per Transaction
Debit Access Fee \$ _____ Per Month, Per Location

*An additional \$0.02 per transaction fee shall apply if transactions are submitted by dial or other slow transmission method plus fees from Payment Networks

AMERICAN EXPRESS

Currently Accepts American Express **If applicable**, existing Amex customer # _____
 Apply for American Express _____
 Apply for American Express Reverse PIP **If applicable**, existing Amex CAP# _____
 \$7.95 American Express Flat Fee* _____

* Customers processing with American Express will be billed the Amex Discount Rate or the Monthly Flat Fee by American Express directly. The Monthly Flat Fee is \$7.95. The American Express rates and fees are subject to change from time to time by American Express. The WorldPay item fee will be charged to the customer by WorldPay but does not apply to Reverse PIP customer.

American Express Yearly Volume \$ _____
American Express Average Ticket \$ _____
American Express Discount Rate _____ % Plus: \$ _____ Per Transaction**
WorldPay Item Fee \$ _____ Per Transaction

** 0.30% downgrade will be charged for Retail transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not Presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called CATs, or for which the transaction is key-entered). Capitalized terms appearing in this paragraph shall have the meanings ascribed in the American Express Terms and Conditions.

EBT Accept EBT

EBT Item Fee \$ _____ Per Month, Per Location
EBT Access Fee \$ _____ Per Transaction
Denials & Voids Fee \$ _____ Per Transaction
Batch Total Fee \$ _____ Per Transaction

Benefits Issued
 Food Stamp and Cash Benefits
 Food Stamp Benefits Only
 Cash Benefits Only

FNS Number (Food Stamp Customers Only) _____

CHECK SERVICES

Currently Accepts Check Services _____
 Apply for CrossCheck Services* **If currently accepts check services**, list processor _____
If applicable, list authorization number _____

*Customers applying for CrossCheck Services must complete a separate CrossCheck Services Agreement.

DIRECT DEBIT Accept Direct Debit ACH Service

Requires the execution of a separate ACH Services Agreement or Addendum.

PETRO SERVICES

<p>WRIGHT EXPRESS (WEX)</p> <p><input type="radio"/> Apply for Wright Express (WEX)* <input type="radio"/> Current Wright Express (WEX) Customer</p> <p>WorldPay Item Fee \$ _____ Per Transaction</p>	<p>VOYAGER</p> <p><input type="radio"/> Apply for Voyager <input type="radio"/> Current Voyager Customer</p> <p>WorldPay Item Fee \$ _____ Per Transaction</p>	<p>FUELMAN (FLETCOR)</p> <p><input type="radio"/> Apply for Fuelman (FleetCor)* <input type="radio"/> Current Fuelman (FleetCor) Customer</p> <p>WorldPay Item Fee \$ _____ Per Transaction</p>	<p>FLEET ONE</p> <p><input type="radio"/> Apply for Fleet One <input type="radio"/> Current Fleet One Customer</p> <p>WorldPay Item Fee \$ _____ Per Transaction</p>
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* Wright Express, Fuelman (FleetCor), and Fleet One applications require an additional form that is separate from the WorldPay Customer Processing Agreement. Approximate set-up time for Wright Express, Fuelman (FleetCor), and Fleet One applications is 7-10 business days.

GIFT CARDS Accept Gift Cards* Order Gift Cards**

Gift Card Item Fee \$ _____ Per Transaction
Order Processing Fee*** \$25.00

Gift Card Dormancy Fee \$ _____ Service Fee Assessed Per Card
Gift Card Activation/Reload Fee _____ % of Activation/Reload Amount

* Gift Card Processing requires a separate agreement.
** Customers ordering Gift Cards will need to complete and submit the Card Order Form.
*** Order processing fee applies to standard initial orders and reorders less than 200 cards.

LOYALTY CARDS Accept Loyalty Cards*

Item Fee \$ _____ Per Transaction
Program Fee** \$ _____ Per Month, Per Location

* Customers ordering Loyalty Cards will need to complete and submit the Card Order Form.
** The Loyalty Card Program Fee is reduced to \$10.00 for Customers processing both Gift Cards and Loyalty Cards.

OTHER SERVICES

REPLACEMENT SERVICE Accept Equipment and Supplies Replacement Service

Terminal & Supplies \$ _____ Per Month, Per Terminal
 Supplies Only \$ _____ Per Month, Per Terminal
 Terminal Only \$ _____ Per Month, Per Terminal

RFID Accept Transactions via RFID

ARU Accept Transactions via ARU Only

Select RFID Equipment Type
 Stand Alone Terminal Mount Wall/ Glass Mount

Customers processing via ARU are not subject to the Voice Authorization, Voice Authorization Referral, or Voice AVS Request Fees listed in the Misc. Fees section of this Agreement.



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Promo Code

Lead No.

Sales Order No.

Customer Initials

EQUIPMENT INFORMATION

Terminal Printer PIN Pad Check Reader Card Reader Other	New Existing VAR Rental* Exchange Lease*	SHIP TO <input type="radio"/> Store <input type="radio"/> Legal <input type="radio"/> Principal Home <input type="radio"/> Other _____ INSTALLATION <input type="radio"/> Telephone Install (Performed by WorldPay) <input type="radio"/> AE On Site, Telephone Install _____	
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>		Model/ Application _____	Serial#/ Version# _____ Qty _____ Price Per Unit or Rental Amount _____ Total Price _____
		Total Equipment Price \$ _____	

TOTAL PRICE
Equipment Price
Application Fee Non-Refundable
Rush Fee
Gift Card Plastics
Other
SUBTOTAL
Sales Tax
TOTAL DUE
Shipping & Handling Billed separately
Less Down Payment
BALANCE DUE

*Lease or rental of equipment requires the execution of a separate agreement.

Auto-Close Daily <input type="radio"/> Yes <input type="radio"/> No	Auto-Close Time [] : [] <input type="radio"/> A.M. <input type="radio"/> P.M.	Time Zone _____	AVS <input type="radio"/> Yes <input type="radio"/> No	CVV2 <input type="radio"/> Yes <input type="radio"/> No	Tips <input type="radio"/> Yes <input type="radio"/> No	Prompt for Server/Cashier# <input type="radio"/> Yes <input type="radio"/> No	Prompt for Purchase Card Info <input type="radio"/> Yes <input type="radio"/> No
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Store Return Policy on Terminal Receipt <input type="radio"/> All Sales Final <input type="radio"/> No Refunds <input type="radio"/> Store Credit Only	Terminal Dial Type <input type="radio"/> Dial <input type="radio"/> Internet <input type="radio"/> Internet w/Auto Dial Backup
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Idle prompt display (if applicable) _____ Receipt header (if applicable) _____ Receipt footer (if applicable) _____

New equipment purchased from WorldPay may be returned within 30 days of original ship date provided the unit(s) is/are boxed in original packaging and unmarked. A \$25 restocking fee and shipping costs will apply. Exchanges and replacements are for like devices (same model numbers and memory capacity) and the returned device(s) must be in full working order or the exchanged device(s) will be charged to Customer's account at the full retail price.

EQUIPMENT/ SERVICE RELATED FEES

PLEASE CHECK THE APPROPRIATE SERVICES BASED ON THE EQUIPMENT SELECTED ABOVE

<input type="checkbox"/> WIRELESS SERVICE* Vx610, Way 5000, PAYware Mobile, _____	**Monthly Telecommunications Fee \$ _____ Per Month, Per Terminal	Telecommunications Fee \$ _____ Per Transaction	One Time Set-up Fee \$ _____ Per Terminal	**Fees apply monthly, even for seasonal customers
<input type="checkbox"/> VIRTUAL TERMINAL	Virtual Terminal Service Fee \$ _____ Per Month, Per Terminal			
<input type="checkbox"/> RECURRING PAYMENTS	Recurring Payments Service Fee \$ _____ Per Month, Per Terminal	Direct Draft ACH Reject Fee \$ _____ Per Occurrence	Prenote Fee \$ _____ Per Occurrence	
<input type="checkbox"/> SHOPPING CART Cart32, ShopSite, _____	Shopping Cart Maintenance Fee \$ _____ Per Month, Per Terminal			
<input type="checkbox"/> OTHER PRODUCTS/ SERVICES*	<input type="checkbox"/> MerchantLink/Micros Access Fee \$ _____ Per Transaction	<input type="checkbox"/> TSYS Access Fee \$ _____ Per Transaction		
	<input type="checkbox"/> Authorize.net	<input type="checkbox"/> DataCap		
<input type="checkbox"/>	Access Fee \$ _____ Per Transaction	Service Fee \$ _____ Per Transaction	One-Time Set-up Fee \$ _____ Per Terminal	

*Separate addendum is required for Wireless Service and DataCap products. Further, Customer understands it may be required to have an agreement directly with the provider of a gateway service and additional fees may be charged by the provider.

FUNDING

Paid in Full Down Payment (due upon execution)

Pay by ACH Settlement Acct. Billing Acct. Chargeback Acct. or
Bank Routing/Transit Account Number

*ACH Installments Balance due of \$ _____ will be paid in three (3) equal monthly installments of \$ _____ via ACH 30, 60 & 90 days from execution of agreement

Pay by Credit Card VISA MasterCard Discover AMEX
Credit Card Number Expiration Date (MMYY)

Lease The lease of equipment requires execution of a separate agreement. *Required for Down Payment



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Lead No. _____	Sales Order No. _____
Customer Initials _____	<div style="border: 1px solid black; width: 80px; height: 20px;"></div>

BUSINESS AND PRINCIPAL VERIFICATION

CIP ATTESTATION MUST FILL OUT BOTH SECTIONS AND COMPLETE ALL FIELDS IF PHYSICALLY ON SITE. MUST REPRESENT AT LEAST 51% OWNERSHIP.

CIP Business Verification (e.g., Business License/Articles of Incorporation)

Issuing Authority

State	County	City	Document #	Document Type	Document Expiration
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Business Name (As Appears on Documents)	Business Address (As Appears on Documents)	City	State	Zip
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Attach business verification documents for any business that has been open for less than 90 days.

CIP Principal Verification (Driver's License/Government Issued ID)

Issuing Authority

State	County	City	Driver's License #	Driver's License Expiration	Date of Birth
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Name (As Appears on Driver's License)	Address (As Appears on Driver's License)	City	State	Zip
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By signing below, the undersigned sales representative acknowledges and attests that he or she has viewed the identifying information described in the CIP Attestation section above in the presence of the applicant and all information provided in such section is true and accurate to the best of his or her knowledge.

WorldPay Authorized Sales Representative Verification Signature	Print Name	Date
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SITE INFO

By signing below, the undersigned sales representative attests that a site inspection of the above named applicant's premises was conducted and that the applicant has the proper facilities, equipment, inventory and licenses required to conduct the business.

WorldPay Authorized Sales Representative Verification Signature	Print Name	Date
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Ship Welcome Kit

NOTES

CUSTOMER ACCEPTANCE AND GUARANTY

The undersigned hereby agrees to the standard Terms and Conditions for Customer Processing Agreements of WorldPay US, Inc. ("WorldPay"). These Terms and Conditions either appear on the reverse side of this form or are attached hereto. By signing below, I represent that (i) I have received and reviewed a copy of the Terms and Conditions and (ii) the information I have provided on the Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. I further acknowledge that no oral or written modifications to the Terms and Conditions have been made or promised. I confirm that Internal Revenue Service Tax Identification Number (EIN or SSN) and Tax Filing Name (the business name under which taxes are filed) information I have provided are true and accurate. WorldPay reserves the right to validate this information with the IRS on occasion as warranted.

USA PATRIOT ACT – Federal laws and regulations require us (WorldPay) to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

FEDERAL AUTOMATED CLEARING HOUSE (ACH) – The undersigned hereby authorizes WorldPay to electronically debit and credit via the Automated Clearing House (ACH) amounts due to or from WorldPay under the Customer Processing Agreement, including installment payments, to the bank accounts identified above. With respect to equipment, the undersigned hereby authorizes WorldPay to have the fees described herein charged to the credit card identified above.

FCRA NOTICE – A consumer report of each of the officers, partners or owners of applicant may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

1 Authorized Principal Signature	Print Name	Title	Date
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2 Authorized Principal Signature	Print Name	Title	Date
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The undersigned further hereby unconditionally guarantees to RBS Citizens, N.A. and WorldPay US, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay RBS Citizens, N.A. or WorldPay US, Inc. all expenses incurred in collecting such obligation.

1 Authorized Principal Signature	Date	2 Authorized Principal Signature	Date
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AMERICAN EXPRESS – By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the America Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete and accurate. I authorize WorldPay US, Inc. and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agents, subcontractors, affiliates, and other parties for any purpose permitted by law. I authorize and direct WorldPay US, Inc. and American Express and American Express's agents and affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express's approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it to American Express's Card acceptance program. In addition, by signing this form, you authorize American Express and its agents and affiliates to send you account information and exclusive offers and savings for your business via the information on how we use your information and protect your privacy, please visit us at www.americanexpress.com/privacy.

1 Authorized Principal Signature	Date	2 Authorized Principal Signature	Date
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Customer Processing Agreement

This Customer Processing Agreement (the "Agreement") made by and among RBS Citizens, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, RI 02903 ("Bank"); WorldPay US, Inc. with offices at 600 Morgan Falls Road, Atlanta, Georgia 30350 ("WorldPay") and Customer.

RECITALS

WHEREAS, Bank is a member in good standing of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard") (collectively, "Visa/MasterCard") and in connection therewith provides sponsorship and settlement services to businesses accepting credit cards and debit cards under the Visa/MasterCard programs;

WHEREAS, Bank is a sponsoring member of certain other debit card networks and in connection therewith provides sponsorship and settlement services to businesses accepting debit cards;

WHEREAS, WorldPay is designated as a transaction processor and provides certain processing services in connection with the acceptance of the transaction cards of Visa/MasterCard, the transaction cards of Discover Financial Services, LLC ("Discover"), and the transaction cards of certain others in accordance with this Agreement;

WHEREAS, Customer sells goods and services to consumers or businesses and desires to accept transaction cards as a form of payment for such goods and services; and

WHEREAS, Customer desires to contract with Bank and WorldPay to process and settle Visa/MasterCard/Discover transactions and process and/or settle other credit card and debit card ("Non Visa/MasterCard/Discover Card") transactions;

NOW, THEREFORE, in consideration of the above Recitals and the promises and payments as set forth herein, and subject to the Terms and Conditions hereof and the attachments hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Bank, WorldPay and Customer agree as follows:

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS.

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer, as contemplated by this Agreement.

"Deposit/Chargeback Account" shall mean the U.S. banking accounts established and owned by Customer to be utilized by Bank for the settlement of transactions involving Transaction Cards and the payment by Customer of amounts due under this agreement. The Deposit/Chargeback Account shall be maintained by Customer in accordance with Section 4.4.

"Payment Network" or "Payment Networks" shall mean Visa, MasterCard, Discover, and any credit or debit card network issuing Transaction Cards.

"Processing Charges" shall mean the interchange, assessment and all other fees charged by the Payment Networks and the processing and other fees charged by WorldPay and Bank to Customer as set forth on the accompanying Fee Schedule, as amended from time to time pursuant to Section 5.4.

"Reserve Fund" shall mean a non-segregated and non-interest bearing account established by the Bank or WorldPay to ensure payment of Chargebacks, fines and penalties assessed by the Payment Networks, Processing Charges, and other amounts due from Customer to WorldPay or Bank under this Agreement.

"Rules" shall mean the operating rules and regulations of Bank, WorldPay, Visa, MasterCard, Discover and any other applicable Payment Network and debit network, as in effect from time to time.

"Transaction Card" or "Transaction Cards" shall mean a Visa/MasterCard/Discover credit or debit card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to Customer by Bank or WorldPay from time to time.

SECTION 2. RULES AND REGULATIONS.

Customer agrees to abide by the Rules of the Payment Networks. Without limiting the foregoing, Customer agrees to comply with such Rules or with such more stringent standards as set forth herein, as to authorizations, "floor limits," preparation of sales slips, signature verifications, refunds and charge backs; provided, however, Customer acknowledges that Customer has a zero "floor limit" and that all charges must be authorized, unless Customer is approved by WorldPay and Bank for non-authorized transaction payment schedule. Customer further agrees to comply with all federal and state laws, rules and regulations. Customer shall not require cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver's license) as a condition for accepting a Transaction Card, unless required by the Rules. In the event Customer fails to comply with this Section 2, Customer will be liable for all fees and fines imposed by the Payment Networks and will indemnify and hold harmless Bank and WorldPay from and against any and all damages suffered by Bank and WorldPay as a result of such failure. Customer delegates to WorldPay and Bank the selection of routing preferences related to the processing of all debit cards.

SECTION 3. SERVICES.

3.1 Services Provided by WorldPay. WorldPay agrees to provide authorization, electronic draft capture, submission of drafts to Payment Networks, merchant accounting, and additional related services for Transaction Card sales originated by Customer as set forth in this Agreement.

3.2 Services Provided by Bank. Bank shall settle all Visa/MasterCard/Discover (and certain other credit and debit cards) transactions processed by WorldPay hereunder in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. Customer will transmit to WorldPay information representing Customer sales to be authorized and settled (paid) by Transaction Cards using WorldPay's electronic draft capture and authorization service. Customer shall transmit transactions to WorldPay at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt by WorldPay will affect the timing of settlement and payment to Customer. If Customer fails to submit transactions on a timely basis as provided herein and as provided in the Rules, transactions may be subject to increased interchange fees, and Customer agrees to pay such fees.

4.2 Payment of Visa/MasterCard/Discover. Customer hereby designates Bank and WorldPay as its agent to receive all payments pertaining to Customer's Visa/MasterCard/Discover drafts. All payments required to be made to Customer under this Agreement for Visa/MasterCard/Discover will be made by Bank to Customer's Deposit/Chargeback Account, via electronic funds transfer through the Automated Clearing House ("ACH") or by federal wire transfer as soon as practicable after Bank's receipt of such funds from the Transaction Card issuer.

4.3 Payment of Non Visa/MasterCard/Discover Cards. Customer hereby designates Bank and WorldPay as its agent to receive all payments pertaining to Customer's Non Visa/MasterCard/Discover Card drafts except when WorldPay's role is to provide authorization only services. All payments required to be made to Customer under this Agreement for Non Visa/MasterCard/Discover Cards will be made by WorldPay to Customer's Deposit/Chargeback Account via electronic funds transfer through ACH or federal wire transfer as soon as practicable after Bank and WorldPay's receipt of such funds from the relevant Transaction Card issuer.

4.4 Customer Deposit/Chargeback Account. Customer hereby certifies that the Deposit/Chargeback Account number provided by Customer to WorldPay is correct and warrants that this account number may be relied upon for ACH debit and/or credit transactions as they occur in relation to this Agreement and are presented to Customer's bank. Customer agrees not to close or restrict Bank and WorldPay's access to the Deposit/Chargeback Account.

4.5 Customer Transactions. Customer may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the cardholder and Customer or which is not an Authorized Card Transaction. If authorization for a transaction is denied, Customer shall not complete the transaction. Customer may contact the authorization center by magnetic stripe reading terminal, telephone or any other means acceptable to Bank and WorldPay. With respect to telephone and mail order transactions, Customer shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible.

4.6 Telephone, Internet and Mail Orders. If Customer is authorized by WorldPay and Bank to accept telephone, Internet or mail orders, authorization for each such transaction, regardless of the face amount, must be obtained. Customer assumes all responsibility for identification of the cardholder and the validity of the Transaction Card information for telephone, Internet and mail orders. For telephone and mail order card transactions where merchandise is to be shipped or delivered to the cardholder, the shipping date shall not be more than five calendar days after the authorization is obtained, and any shipping costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered for telephone, Internet or mail order merchandise if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances may Customer require that a cardholder complete a postcard or other document, which displays the cardholder's, account data in plain view when mailed. Calculation, collection and remittance of sales tax are the sole responsibility of the Customer.

4.7 Data Security. Customer acknowledges that it is bound to abide by all standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PIN"), and Payment Application-Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that its point of sale equipment and applicable software comply with PCI guidelines. Currently, the PCI guidelines are based on a list of twelve basic security requirements with which all payment system constituents need to comply. The requirements are:

- (1) Install and maintain a firewall configuration to protect cardholder data;
- (2) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (3) Protect stored cardholder data;
- (4) Encrypt transmission of cardholder data across open, public networks;
- (5) Use and regularly update anti-virus software;
- (6) Develop and maintain secure systems and applications;
- (7) Restrict access to cardholder data by business need-to-know;
- (8) Assign a unique ID to each person with computer access;
- (9) Restrict physical access to cardholder data;
- (10) Track and monitor all access to network resources and cardholder data;
- (11) Regularly test security systems and processes; and
- (12) Maintain a policy that addresses information security.

Customer must also notify WorldPay of all third parties who have access to cardholder data on behalf of Customer (i.e., store, process or otherwise transmit cardholder data).

Customer acknowledges such third parties are required by the Payment Networks to be registered, and Customer agrees to cooperate with WorldPay in completing such registration and be responsible for all fees imposed by the Payment Networks in connection therewith. If Customer knows or suspects a security breach, Customer shall notify WorldPay immediately. Customer shall then go through its program to identify and remediate the source of the suspected compromise. If a Payment Network requires Customer to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, Customer shall cooperate with such audit and shall be responsible for the cost of the audit. Customer acknowledges that if a Payment Network determines that Customer was responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, WorldPay, Bank, and Customer may be subject to fines and penalties imposed by the Payment Network. Further, if the Customer is responsible for a disclosure of cardholder transaction information, WorldPay, Bank, and Customer may be subject to potential third party claims. Customer hereby agrees to indemnify and hold WorldPay and Bank harmless from and against any and all claims, demands, damages, fines,

and/or penalties imposed upon Bank and WorldPay as a result of Customer's non-compliance with the Data Security Guidelines, Customer's failure to maintain equipment and software that complies with Data Security Guidelines, or any other data compromise for which a Payment Network or a court with competent jurisdiction determines that Customer is responsible, including, without limitation, Chargebacks resulting from breach of the Data Security Guidelines or any compromise of cardholder data. Customer's obligations under this Section 4.7 shall survive termination of this Agreement. Customer shall notify WorldPay and Bank prior to changing its payment application software (including any change in versions of such software). Customer further agrees to provide the new payment application name and version number prior to submitting any transactions to WorldPay utilizing the new payment application (including new versions).

4.8 Customer Web Site Requirements. If Customer is authorized by WorldPay and Bank to accept Internet orders over an Internet web site, Customer is required to specifically comply with all Rules with respect to the sequence of web pages that the cardholder accesses during the checkout process.

4.9 Retention of Documents. Bank and WorldPay may examine and verify at reasonable times all records of Customer pertaining to card transactions processed by WorldPay hereunder, and Customer agrees to preserve such records, including sales drafts, credit drafts and all other written evidence of such transactions, for a period of at least two years from the date of the draft.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 hereof, Customer shall pay Bank, or WorldPay on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Fee Schedule.

5.2 Deduction of Processing Charges. The Processing Charges will be deducted by Bank, or WorldPay on behalf of Bank, from the Customer's Deposit/Chargeback Account. Customer hereby authorizes Bank or WorldPay to debit the Processing Charges by ACH from Customer's Deposit/Chargeback Account. Bank, or WorldPay with Bank's approval, from time to time, may modify, amend, or supplement the Fee Schedule by providing notice thereof to Customer, and stating the date upon which such modifications, amendments, or supplements shall be effective, which date shall not be fewer than 15 days after the date of the notice.

5.3 Discount Rates. Tiered discount rates (as determined by Bank and WorldPay from time to time) shall be applied to card transactions in consideration of Visa/MasterCard/Discover interchange rates and shall apply to each Visa/MasterCard/Discover transaction processed hereunder. Tiered discount rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; Transaction Card is keyed instead of swiped; there is more than one authorization per transaction; transmit/settle for processing greater than 24 hours from the authorized time but less than 48 hours from authorization time; transactions not settled within 48 hours of authorization; and Visa/MasterCard/Discover Business Card transactions. Decisions as to which tier a particular transaction type is to be placed is subject to change.

5.4 Estimated Averages. The Processing Charges set forth in the accompanying Fee Schedule, application for processing, or any additional pricing supplement are based upon assumptions associated with the anticipated annual volume, average transaction size (as shown on the application) and Customer's method of doing business. If the actual volume or average transaction size is materially different, or if Customer significantly alters its method of doing business (i.e., the nature and type of business conducted by Customer), WorldPay or Bank may adjust Customer's Processing Charges without prior notice. Any such adjustments would be in addition to, and not in lieu of, any other remedies available to WorldPay or Bank hereunder.

5.5 Additional Expenses. The Processing Charges set forth in the accompanying Fee Schedule may be adjusted to reflect increases, decreases, or new interchange, assessments, or other fees by the Payment Networks, or to pass through increases charged by third parties for online communications and similar items. The criteria used to assess transaction level qualification are subject to change based on amendments to Payment Network interchange qualification criteria and/or pricing. All such adjustments shall be Customer's responsibility to pay and shall become effective upon the earlier of (i) the day such increases or decreases are assessed to Bank or WorldPay, or (ii) the date specified in any notice sent pursuant to Section 5.2. To the extent that WorldPay provides services to Customer in connection with issues with the Payment Networks, including without limitation, services related to excessive Chargebacks, excessive fraud, data security or PCI issues, allegations of failure to comply with the Rules, assistance with registration or other actions required or appropriate in order for Customer to comply with the Rules, responding to requests or communications from the Payment Networks, or similar services, such services shall be provided by WorldPay at WorldPay's then current standard hourly rate. To the extent, that Customer is classified by the Payment Networks in a "high risk" or similar category, additional fees may apply. WorldPay shall notify Customer of such classification, as well as the related additional fees. If the additional fees related to such high risk classification are unacceptable to Customer, Customer may terminate the Agreement without penalty by notifying WorldPay in writing of such termination, provided such notice is sent within 15 days following the date of the fee notice.

5.6 Payment for Equipment. All telephone equipment and line charges, POS terminal equipment, installation, maintenance, charges, utility costs, and related communication charges shall be paid by Customer. The Customer hereby authorizes Bank or WorldPay to debit the fees from Customer's Deposit/Chargeback Account for any outstanding balances owed WorldPay or Bank for such costs.

5.7 Equipment/Software Usage. Customer shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from Customer's (a) use of Value Added Reseller (VAR) or POS Software Provider Point of Sale systems that do not use the WorldPay authorization network; (b) failure to maintain the most current version of WorldPay certified software; or (c) misuse of WorldPay certified software. Customer understands and agrees that equipment and point of sale terminals which bear the WorldPay name are compatible only with WorldPay's proprietary processing system and can not be reprogrammed to permit transactions to be

processed by any other processor or competitor, either during or after the termination of this Agreement.

5.8 Changes in Rules. If there is a change in the Rules or a change in the regulations of a pertinent governmental agency, which change would make a provision of this Agreement in conflict with such Rule or regulation, Bank or WorldPay may unilaterally amend this Agreement, upon written notice to Customer and the other party, to conform and/or be compatible with such changed Rules or regulations.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Bank or WorldPay will provide Customer with the following information on a retrieval request (i.e., a request for an original or copy of the draft) by a Payment Network: (a) Customer Sequence Number; (b) Cardholder Account Number; (c) Dollar Amount; (d) Date of Transaction; and (e) Customer Number. Customer will be responsible for retrieval fulfillment for originals or copies of sales drafts and credit slips in accordance with the Rules. Customer is obligated to respond in writing to retrieval requests from Bank within ten business days.

6.2 Chargebacks. Customer agrees to pay Bank (as set forth in Section 6.5 below) the face amount of any card transaction processed by WorldPay pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any state or federal consumer protection statute, including by way of example, but not limited to, the following (a "Chargeback"):

- (a) Goods are returned, whether or not a credit voucher is delivered to Bank;
- (b) The sale transaction was not specifically authorized as set forth in Section 3 above;
- (c) Any card transaction is alleged by the cardholder to have been executed improperly or without authority;
- (d) The documentation prepared by Customer evidencing the draft is illegible or incomplete;
- (e) The cardholder disputes the sale, quality or delivery of goods or the performance or quality of services covered by the draft;
- (f) Cardholder asserts against Bank any claim, dispute, defense, offset, or counterclaim which cardholder may have as a buyer against Customer, in which case Bank or WorldPay shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim;
- (g) The extension of credit for goods sold or services performed was in violation of law, rules or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
- (h) The draft lacks a Transaction Card imprint (if required) and cardholder's signature;
- (i) Cardholder claims the dollar amount was altered after the draft was completed;
- (j) Two or more drafts were prepared by Customer for the same card transaction (except as otherwise permitted in Section 7.3);
- (k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective card;
- (l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft; or, the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
- (m) The information contained in the draft was received by WorldPay more than 30 business days after the transaction date showing thereon;
- (n) The draft is a duplicate of one previously processed or includes a charge previously paid by the cardholder;
- (o) The draft is fraudulent or the sales transaction was not a bona fide transaction in Customer's ordinary course of business;
- (p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the cardholder neither participated in nor authorized the transaction;
- (q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by Customer hereunder, or where any action or lack of action by Customer in violation of the Rules has resulted in the draft being charged back to Bank by an issuing member of Visa/MasterCard/Discover pursuant to the Rules or the draft is charged back to Bank for any other reason; and
- (r) Merchant is listed on the Questionable Merchant Report.

Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by Bank or WorldPay at the time this Agreement is executed, Customer shall establish with Bank a Reserve Fund. Further, at any time during the term of this Agreement, Bank and WorldPay may determine in their reasonable discretion that it is necessary to create or additionally fund a Reserve Fund. In which case, Bank or WorldPay shall have the right, after three days written notice to Customer, to establish, replenish or increase a Reserve Fund by debiting Customer's daily collected transactions. If such collections are inadequate in Bank's and WorldPay's reasonable discretion to adequately establish, replenish or increase the Reserve Fund in a timely manner, Bank or WorldPay may deduct by ACH debit from the Customer's Deposit/Chargeback Account additional sums as necessary, in their reasonable discretion, to establish an adequate Reserve Fund. Upon termination of this Agreement, the funds held in the Reserve Fund shall be used to fund the account described in Section 10.4, up to the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and WorldPay anticipate subsequent to termination as set forth in Section 10.4, and any excess shall be refunded to Customer. Bank or WorldPay may charge for Chargebacks, as reflected in the accompanying Fee Schedule, processed after the termination of this Agreement if Customer's drafts are processed and/or settled by another transaction processor and/or the Transaction Card issuer. Customer acknowledges and agrees that Bank and WorldPay shall have a perfected first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to Bank in this Section 6, in the event that Bank and WorldPay, at any time during the term of this Agreement, determine in their reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving Customer's account, a cardholder's account, or otherwise, Bank or WorldPay on behalf of Bank may hold in Bank's name and in a non-segregated and non-interest bearing account for such period as Bank or WorldPay, in their reasonable discretion, deems necessary, funds

otherwise due Customer to reimburse Bank for potential Chargebacks, credits issued by Customer, or other amounts payable by Customer to WorldPay or Bank under this Agreement in respect of such activity. To the extent (i) the investigation conducted by WorldPay and Bank with respect to the unusual or suspicious activity determines that such activity is reasonably likely to result in amounts being due from Customer to WorldPay or Bank, and (ii) WorldPay or the Bank requires the establishment of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 6.4 may be used to fund such Reserve Fund.

6.5 Chargeback Reimbursements. Customer agrees to reimburse Bank for the amount of the draft in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Fee Schedule, as updated or amended from time to time. Customer hereby authorizes Bank or WorldPay to debit without notice Chargebacks and Chargeback handling fees from Customer's daily collected transactions, and if such collections are inadequate to reimburse Bank, at Bank's election, to deduct such amounts by ACH debit from the Customer's Deposit/ Chargeback Account or Reserve Fund.

6.6 Maximum Period. Customer will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 Notices of Chargebacks. Bank and WorldPay agree to deliver all Chargeback documentation to Customer promptly as directed by Customer as to media and location. Customer is responsible for verifying its daily deposits and monthly statements for Chargebacks and Chargeback handling fees. Customer understands that it must respond to all Chargebacks within ten calendar days after notice of the Chargeback and that the failure to respond within each ten day period shall constitute a waiver by Customer of its ability to question or reverse a Chargeback and Customer shall be solely responsible if it fails to timely provide information with respect to a Chargeback.

6.8 Survival. Customer and any successor of Customer shall remain jointly and severally obligated to pay for all Chargebacks resulting from Transaction Card sales originated under this Agreement until Bank has been paid in full. This obligation shall survive the termination of this Agreement, regardless of whether termination was voluntary or involuntary as to Customer.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Honoring Cards. Customer shall honor any valid Transaction Card that Customer has elected to accept hereunder, which is properly presented for use. Customer shall not discriminate against cardholders seeking to make purchases with a Transaction Card. Except as permitted by the Rules and applicable law, Customer shall not require a minimum transaction amount below which Customer will refuse to honor an otherwise valid Transaction Card. Customer shall adequately display promotional materials to inform the public that Transaction Cards will be honored by Customer.

7.2 Sales Transactions. Except for transactions originated by telephone, mail order or through the Internet, Customer agrees to:

- (a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
- (b) enter on the sales draft the date of the transaction;
- (c) obtain the signature of the cardholder on the sales draft, if required by processing category;
- (d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
- (e) check the effective date, if any and expiration date on the Transaction Card;
- (f) examine any security features on the Transaction Card;
- (g) imprint on the sales draft the embossed data from the Transaction Card and from the Customer plate on the imprinter, if required by processing category;
- (h) deliver to the cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
- (i) ensure that each cardholder receipt contains the following information:
 - (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
 - (ii) Customer's name, location and location code;
 - (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
 - (iv) transaction amount;
 - (v) transaction date;
 - (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, cardholder copy, except as permitted by the Rules; and
 - (vii) authorization code, if applicable.

The cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 Multiple Sales Drafts. Customer shall include on any single draft the entire amount due for each transaction unless: (a) the balance of the amount is paid by the cardholder at the time of sale in cash or by check; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder signs two drafts, one of which represents a deposit and the second of which represents payment of the balance and the draft for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, Customer agrees (i) to note on the draft the words "balance" and (ii) not to present the "balance" sales draft until all of the goods are delivered or the services performed.

7.4 Returns. Customer agrees to maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, Customer shall prepare and deliver to Bank, WorldPay and the cardholder a properly completed credit voucher. Customer may limit its acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the transaction. Proper disclosure by Customer shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the cardholder's signature thereon. Customer shall not make cash refunds to cardholders for card transactions.

7.5 Obligation to Report Statement Discrepancies. Customer shall be solely responsible for reviewing its statements related to transactions under this Agreement (including statements provided online) and for reporting to WorldPay in writing, within 30 days of Customer's receipt (including electronic receipt) of any such statement, any underpayments, overpayments or other discrepancies of any items reflected on such statements. Customer acknowledges and agrees that WorldPay and the Bank shall not be liable or otherwise responsible to Customer, and shall have no obligation to reimburse Customer, for any underpayment or other discrepancy that is not reported to WorldPay in writing within 30 days of Customer's receipt of the applicable statement. Customer acknowledges and warrants that it shall reimburse WorldPay and/or the Bank upon demand for any misdirected deposits, duplicate deposits or inadvertent over payments into any of its bank accounts hereunder.

7.6 Charges to Cardholders. Customer shall not require any cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules.

7.7 Employee Fraud. Customer shall be solely responsible for losses and expenses incurred by Bank or WorldPay as a result of or arising out of the fraud, gross negligence or willful misconduct of Customer's employees, contractors, or agents.

7.8 Status. Customer is responsible for providing written notice to Bank and WorldPay of any change in the ownership status or composition of Customer. Any new owner of Customer or successor Customer shall be jointly and severally liable with Customer hereunder, unless the original Customer or successor thereof is released in writing by Bank and WorldPay.

7.9 Change of Address. Customer shall notify Bank and WorldPay in writing at least 48 hours in advance of any change of address. Bank and WorldPay shall be absolutely entitled to rely on Customer's address shown in this Agreement unless such address is updated in accordance herewith.

7.10 Cardholders. Customer shall not sell, purchase, provide or exchange account number information in the form of imprinted sales drafts, carbon copies of imprinted sales drafts, mailing lists, tapes or other media obtained by reason of a Transaction Card transaction to any third party other than Customer's agents, Bank, WorldPay, or Payment Networks, except as specifically required by law. Customer shall not make a cash disbursement to any cardholder (including Customer when acting as a cardholder) nor receive monies from a cardholder and subsequently prepare a credit to cardholder's account.

7.11 Evidence of Authority. Within five days after request by Bank or WorldPay, Customer shall submit to Bank or WorldPay a duly executed corporate or partnership resolution reflecting the authority of Customer to enter into this Agreement and the authority of the individual executing this Agreement on behalf of Customer to do so.

7.12 Other Duties. Customer agrees to fulfill the obligations and responsibilities noted in the Attachments to this Agreement.

7.13 Financial Information. Customer shall provide such financial information as may be requested by WorldPay or Bank from time to time during the term of this Agreement in order for WorldPay or Bank to comply with the Rules of any Payment Network or to otherwise enable WorldPay and Bank to assess the Customer's financial condition and the related risk associated with Customer's business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

SECTION 8. CUSTOMER REPRESENTATIONS.

- 8.1** Customer hereby represents and warrants to WorldPay and Bank that:
- (a) It has full legal power and authority to enter into and perform its obligations under this Agreement and that such actions have been duly authorized by Customer;
 - (b) Its facsimile signature hereon constitutes a valid and binding Agreement;
 - (c) This Agreement constitutes the legal, valid and binding obligations of Customer, enforceable against Customer in accordance with its terms;
 - (d) The transactions transmitted to WorldPay for processing and to the Bank for settlement will represent the indebtedness of the cardholder in the amount set forth therein for goods sold or services rendered and shall not involve any element of credit for any other purpose;
 - (e) Customer shall not transmit Transaction Card information representing sales made by any individual or entity other than Customer;
 - (f) Customer represents that all of the disclosures in its application to Bank are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to Bank and WorldPay; and
 - (g) As to each draft delivered to Bank, and as to the transaction evidenced thereby, the draft represents a bona fide sale or lease of goods or services or both, originated by Customer in compliance with this Agreement and the Rules; all drafts are free from any alteration not authorized by the cardholder; the transaction is in compliance with all applicable laws, ordinances, and regulations; the indebtedness represented by the draft has not been pledged as collateral for payment of any indebtedness or obligation of Customer or any other person; and Customer has no knowledge or notice of information that would lead it to believe that the enforceability or collectibility of the subject draft is in any manner impaired.

8.2 Application & Disclosure Requirements. Customer understands that this Agreement shall not be binding on WorldPay or Bank until Customer has been approved by Bank and that a consumer report of each of the officers, partners or owners of Customer may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. Customer agrees to indemnify and hold Bank and WorldPay harmless from and against any claims, demands or judgments made or recovered against either of them arising out of any breach by Customer of the terms of this Agreement or arising from any act or omission by Customer which violates any applicable federal, state or local laws, rules or regulations or which violates any of the Rules. Bank and/or WorldPay may defend any such claims or demands or request Customer to take up such defenses. In either event, Customer will further indemnify Bank and WorldPay for reasonable attorneys' fees or any other necessary expenses incurred by Bank or WorldPay, as applicable, by reason of such defense.

9.2 Disclaimer of Warranties. WorldPay and Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

9.3 Limitation of Liability. Under no circumstances shall the financial responsibility of WorldPay or Bank for any failure of performance by WorldPay or Bank under this Agreement exceed the fees or charges paid to Bank or WorldPay for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall Bank or WorldPay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by Customer or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

SECTION 10. TERM, TERMINATION.

10.1 Term. This Agreement shall be binding upon Customer upon the earlier of (a) the date upon which the first transaction is processed by WorldPay or Bank for Customer, or (b) the execution of this Agreement by Customer. This Agreement shall be binding upon WorldPay and Bank upon WorldPay's and Bank's acceptance hereof (as evidenced by an authorized signature hereon). This Agreement shall continue in effect for a period of three years after the date on which Customer's first draft is presented to Bank following acceptance by WorldPay and Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) Customer elects to terminate early by giving written notice of non-renewal to WorldPay and Bank at least 90 days before the expiration of the then current term, or (ii) terminated by WorldPay with Bank's approval or Bank by giving written notice to Customer (such termination to be effective as of a date set forth in such notice or, if no such date is set forth, to be effective as of the date such notice is received by Customer).

10.2 Termination Without Notice. WorldPay or Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) any noncompliance by Customer with this Agreement or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving Customer, its parent or an affiliated entity; (c) WorldPay or Bank deems Customer to be financially insecure; (d) Customer or any other person owning or controlling Customer's business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) Customer materially alters the nature and type of business conducted, or (f) WorldPay or Bank is prohibited by applicable law from conducting business with Customer or its principles.

10.3 Termination With Notice; Early Termination. In the event WorldPay or Bank breaches any of the provisions hereof and fails to cure such breach within 30 days of receipt of written notice from Customer specifying such breach, Customer may terminate this Agreement immediately at the expiration of the 30 day cure period. If, prior to the end of the initial three year term, (a) Customer terminates this Agreement without cause or removes or fails to process with WorldPay and Bank transactions that are conducted at any location of Customer (as required by Section 11.2 of this Agreement), or (b) WorldPay or Bank terminates this Agreement pursuant to Section 10.2 (collectively, an "Early Termination"), then Customer shall pay to WorldPay, as an early termination fee, an amount equal to (a) \$295.00 per location if such Early Termination occurs on or prior to the first anniversary of this Agreement, (b) \$195.00 per location if such Early Termination occurs after the first anniversary of this Agreement and before the second anniversary of this Agreement, or (c) \$95.00 per location if such Early Termination occurs on or after the second anniversary of this Agreement and before the third anniversary of this Agreement. The parties agree that the damages that would be incurred by WorldPay as a result of any Early Termination are difficult to calculate, and the early termination fee described above is intended as a reasonable approximation of such damages and not as a penalty. Such termination fee may be off set against amounts otherwise due to Customer hereunder or may be deducted (by ACH debit or other electronic means) from the Deposit/Chargeback Account by Bank and WorldPay. Payment of any termination fee hereunder shall be WorldPay's and Bank's sole remedy with respect to such early termination, provided the foregoing shall not be deemed to waive Bank's or WorldPay's (i) rights to payment of any Processing Charges, Chargebacks, or other amounts payable hereunder that pertain to the period during which WorldPay and Bank processed or settled transactions for Customer under this Agreement or (ii) rights or remedies with respect to any violation of this Agreement by Customer other than the breach associated with the early termination. Customer's obligation to pay such early termination fee shall survive termination of this Agreement.

10.4 Additional Rights. Upon notice of any termination of this Agreement, Bank shall determine and Bank, or WorldPay on behalf of Bank, may notify Customer of the estimated aggregate dollar amount of Customer's Chargebacks and other obligations and liabilities that Bank and WorldPay reasonably anticipate may become due subsequent to termination, and Customer shall immediately deposit such amount with Bank or Bank may withhold such amounts from credits due to Customer or may utilize the funds in the Reserve Fund, if applicable. Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations impose actual or potential liability upon any party to this Agreement. Customer shall have no rights to such funds until all of its obligations under this Agreement are satisfied, and WorldPay and Bank may receive out of such funds those amounts that are or become due to WorldPay and Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from charges processed prior to the termination shall survive the termination of this Agreement. Without limiting the generality of the foregoing, Customer shall be liable both before and after termination for all Chargebacks relating to card transactions prior to such termination and for all obligations, warranties and liabilities of Customer pertaining to the period during which WorldPay and Bank

processed or settled transactions for Customer under this Agreement, including all indemnification obligations, regardless of whether Customer has paid an early termination fee under Section 10.3.

SECTION 11. GENERAL PROVISIONS.

11.1 Assignment; Binding; No Third Party Beneficiaries. Customer may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of the equity interests of Customer such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests of Customer immediately after such transfer shall be deemed an assignment of this Agreement. The Bank may assign this Agreement without Customer's consent. WorldPay may assign its rights and obligations under this agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than the Bank, WorldPay, and Customer.

11.2 Exclusivity. Customer agrees that throughout the term of this Agreement, it will not use the services of any bank, corporation, entity or person other than WorldPay and Bank to provide services similar to those contemplated in this Agreement.

11.3 Governing Law, Venue and Personal Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, Customer and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the courts in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event Bank or WorldPay shall employ legal counsel or bring an action at law or other proceeding against Customer to enforce any of the terms, covenants, or conditions hereof, Customer shall pay to Bank and/or WorldPay its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. Customer understands and acknowledges that WorldPay, in the ordinary course of its regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. Customer hereby waives any objection to WorldPay's maintenance and/or reproduction of such records and documents in this manner, and Customer further agrees that it shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be sent by (a) Priority U.S. mail, return receipt requested, (b) personal delivery including Federal Express, DHL, UPS, or other reputable express courier services, or (c) facsimile, provided written confirmation of receipt is received, return receipt requested and a copy is sent by either the method described in (a) or (b). Notices shall be addressed to the Bank at RBS Citizens, N.A., 1 Citizens Plaza, Providence, Rhode Island 02903, Attention: Merchant Services; to WorldPay at WorldPay US, Inc., 600 Morgan Falls Road, Atlanta, Georgia, 30350, Attention: Legal Department, Fax 678-587-2244; and to Customer at its address shown in this Agreement; or such other address as shall be provided by the Bank, WorldPay or Customer in writing, to the other. Except as otherwise provided in this Agreement, notices shall be effective upon actual receipt. Notwithstanding the foregoing, Customer agrees that notices sent in the following manner shall also be deemed to constitute written notice under the terms of this Agreement: (i) if Customer receives written statements, notices may be sent to the address provided by Customer for the receipt of statements and may be included with such statements, and (ii) if Customer receives electronic statements via the online account that WorldPay provides to Customer, notices may be sent by making such notice available at such online account, and in each of the foregoing instances, notices shall be effective when sent.

11.7 Confidentiality. Customer acknowledges that each of WorldPay's and Bank's businesses is highly competitive and that its respective books, records and documents, its technical information concerning its products, equipment, services and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the cardholders, WorldPay and Bank, all comprise confidential business information and trade secrets of WorldPay and Bank which are valuable, special and unique assets of WorldPay and Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "Protected Information"). Customer further acknowledges the protection of WorldPay's and Bank's Protected Information against unauthorized disclosure and use is of critical importance to WorldPay and Bank in maintaining its competitive position. Accordingly, Customer hereby agrees that neither it, nor any of Customer's employees or agents, will make any unauthorized disclosure of any Protected information, or make any use thereof, except for the benefit of, and on behalf of, WorldPay and Bank in accordance with this Agreement. All Protected Information received by Customer and/or Customer's employees or agents from WorldPay or Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

11.8 Force Majeure. WorldPay and Bank shall not be liable for delays in processing, settlement, or other non-performance caused by such events as fires, telecommunications or utility or power failures, equipment failures, labor strife,

riots, war, non-performance of WorldPay or Bank's vendors or suppliers, acts of God, or other causes over which WorldPay and Bank have no reasonable control.

11.9 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion. .

11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.