

MERCHANT PROCESSING APPLICATION

Page 1 of _____



Agent Code

Merchant # _____

Sales Rep Signature: _____

Print Sales Rep Name: _____

Sales Rep Phone #: (800) 531-8575

BUSINESS INFORMATION

Legal Business Name: _____

Business DBA Name: _____

Location Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone Number:** _____ **Fax Number:** _____

Mailing (d.b.a.) Address (if different from Location): _____

City: _____ **State:** _____ **Zip:** _____

Website: _____

Email: _____

Contact Name: _____ **Phone Number:** _____ **Fax Number:** _____

Do you use any third party to store, process or transmit cardholder data? Yes No
If yes, give name/address: _____

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

Business Start Date: _____ **State of Inc.:** _____ **Type of Business:** _____

Current Previous Processor: Yes N/A
If Yes, please attach 3 months most recent processing statements.
Reason for Leaving: _____

Monthly Bancard Sales:	Total Monthly Sales:	Avg. credit card trans. amount
\$ _____	\$ _____	\$ _____

In Store/Card Present: _____% Credit Card Keyed (Internet): _____%
Credit Card Keyed (MOTO): _____% Credit Card Keyed w/imprint: _____%
Total = 100%

Products / Services are delivered in:

0 - 7 Days _____%	15 - 30 Days _____%
8 - 14 Days _____%	Over 30 Days _____%
Total = 100%	

Have you or any principals of your company been previously terminated by another credit card processor or Bank for Visa, MC, Discover® Network or American Express?
 Yes No If Yes, Reason: _____
Termination Date: _____

Seasonal Sales: Yes No **High Volume Months:** _____

OWNERSHIP INFORMATION

Ownership Type: Sole Proprietor Partnership Corporation Other: _____

Name (as it appears on your income tax return) _____ **FEDERAL TAX ID # (as it appears on your income tax return)** _____ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.5 of your Program Guide for further information.)

Owner 1 / Partner / Officer Name: _____	Title in Business: _____	Date of Birth: _____	Equity Ownership %	Social Security Number: _____
Home Address: _____		City: _____	State: _____ Zip: _____	Phone Number: _____
Owner 2 / Partner / Officer Name: _____	Title in Business: _____	Date of Birth: _____	Equity Ownership %	Social Security Number: _____
Home Address: _____		City: _____	State: _____ Zip: _____	Phone Number: _____

REFERENCES

Landlord Name: _____	Contact Name: _____	Phone: _____	<input type="checkbox"/> Own <input type="checkbox"/> Rent
Landlord Address: _____		City: _____	State: _____ Zip: _____
Bank Name: _____	Date Relationship Started: _____	Phone: _____	Account #: _____
Bank Address: _____		City: _____	State: _____ Zip: _____
Trade Reference # 1 Name: _____	Trade Contact Name: _____	Phone: _____	Product / Service: _____
Address: _____		City: _____	State: _____ Zip: _____
Trade Reference # 2 Name: _____	Trade Contact Name: _____	Phone: _____	Product / Service: _____
Address: _____		City: _____	State: _____ Zip: _____

EQUIPMENT / DOWNLOAD INFORMATION

<input type="checkbox"/> Terminal	Type: _____	Is Cardconnect Activating Gateway? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> First Data GG	<input type="checkbox"/> Retail VT <input type="checkbox"/> Connect/MOTO <input type="checkbox"/> API <input type="checkbox"/> E4	Email address for gateway welcome email: _____
<input type="checkbox"/> SmartPay	Features: _____	Business URL for FDGG API: _____
<input type="checkbox"/> Cardconnect	<input type="checkbox"/> VT <input type="checkbox"/> API Features: _____	_____
<input type="checkbox"/> Authorize.net	Features: _____	_____
<input type="checkbox"/> NMI:	Features: _____	_____
<input type="checkbox"/> Roam Pay	*Please list all phone numbers for Roam Pay activation on separate sheet.	*All gateways activated by Cardconnect require fee information to be added to page 2 of the application.
<input type="checkbox"/> PC Software	_____	_____
<input type="checkbox"/> Other	_____	_____

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VMS1710(ia) **SERVICE FEE SCHEDULE** VMS1710(ia)

Authorization & Capture Transaction Fees

MC/Visa Auth & Capture Fee: \$ _____ (Per Item)	Discover Network Auth & Capture Fee: \$ _____ (Per Item)	Voice Authorization \$ <u>.95</u> (Per Item) Electronic AVS Fee \$ <u>.15</u> (Per Item) Voice AVS Fee \$ <u>1.95</u> (Per Item) ARU Fee \$ <u>.95</u> (Per Item)
<input type="checkbox"/> American Express** or <input type="checkbox"/> American Express ESA / Pass Through*		
American Express Auth & Capture: \$ _____ (Per Item)	American Express ESA/Pass Through SE #: _____	
IATA/ARC: _____ (MCC 4722 Only)		
American Express Discount Rate _____ %	Flat Per Transaction Fee \$ _____	
American Express Prepaid Discount Rate _____ %	Flat Per Transaction Fee \$ _____	

*American Express will charge either a Flat Fee of \$7.95 or a Discount Rate and Transaction Fee directly to the merchant.
 **Merchant may be converted from the American Express Program to a direct Card acceptance relationship with American Express if and when Merchant has either (i) greater than \$1,000,000 in Charge Volume in a rolling twelve (12) month prior or (ii) greater than \$1,000,000 in Charge Volume in any three (3) consecutive months (hereinafter "High CV Merchant"). Upon conversion, (i) the Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by the Merchant for Card acceptance.

Miscellaneous Fees

Monthly Fees

<input checked="" type="checkbox"/> Dues and Assessments	Chargeback Fee \$ <u>30</u> (Per Item)	Retrieval Fee \$ <u>15</u> (Per Item)	Wireless Fee \$ _____
Return Trans. Fee \$ _____ (Per Item)	Batch Fee \$ _____ (Per Item)	Early Termination Fee \$ <u>395</u> (One Time Fee)	E-commerce/Gateway Fee \$ _____
EBT - Food Stamps \$ _____ (Per Item) #:		EBT - Cash Benefits \$ _____ (Per Item)	Customer Service Fee \$ _____
Other: _____ \$ _____		PCI Annual Fee \$ <u>120</u>	Debit Access Fee \$ _____
Annual Fee \$ <u>120</u>	Minimum Monthly Fee \$ <u>25</u>	Monthly Statement Fee \$ _____	eIDS \$ _____

- Pass MasterCard Brand Fees (Kilobyte, AVS, CVC2, Acquirer Support, Cross Border, NABU, Proc Integrity)
- Pass Visa Brand Fees (Trans Integrity, FANF, Acq Processing, Misuse of Auth, Zero Floor Limit, Int'l Acquirer, Kilobyte, ADF Non Participation, Acq ISA)
- Discover Brand Fees (Auth, Int'l Processing Service, Data Usage)

Accept all MasterCard, Visa and Discover Network Transactions
 (presumed, unless any selections below are checked)

MasterCard Acceptance	Visa Acceptance	Discover Network Acceptance
<input type="checkbox"/> Accept MC Credit Transactions <u>only</u>	<input type="checkbox"/> Accept Visa Credit Transactions <u>only</u>	<input type="checkbox"/> Accept Discover Network Credit Transactions <u>only</u>
<input type="checkbox"/> Accept MC Non-PIN Debit Trans. <u>only</u>	<input type="checkbox"/> Accept Visa Non-PIN Debit Trans. <u>only</u>	<input type="checkbox"/> Accept Discover Network Non-PIN Debit Trans. <u>only</u>

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

Discount Collected Daily Monthly

TIN/TFN & Regulatory Product Fees

Reg. Product Fee \$ _____ (Monthly)
 TIN/TFN Invalid \$ 19.95 (Monthly)
 PCI Non-Compliance Fee \$ 19.95 (Monthly)

Tiered

Discount Fees (Based on Gross Sales Volume)

	Discount		Discount		Discount		Discount
MC Qual Credit	%	Visa Qual Credit	%	Discover Network Qual Credit	%	American Express Qual Credit	%
MC Mid-Qual Credit	%	Visa Mid-Qual Credit	%	Disc. Network Mid-Qual Credit	%	American Express Mid-Qual Credit	%
MC Non-Qual Credit	%	Visa Non-Qual Credit	%	Disc. Network Non-Qual Credit	%	American Express Non-Qual Credit	%
MC Worldcard Qual	%	Visa Rewards 1	%				
MC Worldcard Mid-Qual	%	Visa Rewards 2	%				
MC Worldcard Non-Qual	%						
MC Qual Debit	%	Visa Qual Debit	%	Discover Network Qual Debit	%		
MC Mid-Qual Debit	%	Visa Mid-Qual Debit	%	Disc. Network Mid-Qual Debit	%		
MC Non-Qual Debit	%	Visa Non-Qual Debit	%	Disc. Network Non-Qual Debit	%		
MC Regulated Debit Disc't	%	Visa Regulated Debit Disc't	%	Disc. Network Reg. Debit Disc't	%		

ERR

	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network Qual Credit	%	%
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%

Pass Through Interchange - Includes Dues and Assessments

		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
Other Volume Percent _____ %	MC Qual Credit	%	Visa Qual Credit	%	Disc. Network Qual Credit	%	American Express Qual Credit	%
(Based on Net Volume)	MC Qual Debit	%	Visa Qual Debit	%	Disc. Network Qual Debit	%	American Express Qual Debit	%

PIN Debit

Pass Through Debit Network Fees Other Item Rate \$ _____ (per item) Other Volume Percent _____ % (per item)

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VMS1710(ia)	SERVICE FEE SCHEDULE CON'T	VMS1710(ia)
TeleCheck		
<input type="checkbox"/> ECA Warranty <input type="checkbox"/> Mail Order <input type="checkbox"/> Hold Check <input type="checkbox"/> Paper Warranty <input type="checkbox"/> C.O.D.		
SE Number _____	TeleCheck Rates & Fees	<input type="checkbox"/> Yes <input type="checkbox"/> No
Inquiry Rate _____%	Statement/Processing Fee	\$ 5.00
Dec. Risk Surcharge .10 %	Customer Requested Operator Call (CROC)	\$ 2.50
Per TXN Fee \$ _____	ECA Chargeback Fee	\$ 5.00
Monthly Minimum Fee \$ _____ <i>(Per Location)</i>	<i>(Only charged when entitled with TeleCheck)</i>	
See Agreement for definitions, warranty requirements and any additional fees.		
Fleet		
Wright Express:		Other Item Rate \$ _____ <i>(per item)</i>
Voyager:	Qual _____%	Other Item Rate \$ _____ <i>(per item)</i>

SITE VISITATION FORM			
What does the business sell? _____			
External Facility Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential Location: <input type="checkbox"/> Mall <input type="checkbox"/> Apartment <input type="checkbox"/> Office <input type="checkbox"/> Isolated <input type="checkbox"/> District <input type="checkbox"/> Shopping Area <input type="checkbox"/> Home <input type="checkbox"/> Other Building Levels: <input type="checkbox"/> 1 <input type="checkbox"/> 2-4 <input type="checkbox"/> 5-10 <input type="checkbox"/> 11+	Building Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Floor Occupied By Merchant: <input type="checkbox"/> Ground <input type="checkbox"/> Other Remaining Floors Occupied By: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential Merchant Name Appears: <input type="checkbox"/> Window <input type="checkbox"/> Door <input type="checkbox"/> Store Front	Internal Facility Condition of Equipment: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Merchandise On Display: <input type="checkbox"/> Yes <input type="checkbox"/> No Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2000 <input type="checkbox"/> 2001 +	Operation Environment # of Registers: _____ # of Employees: _____ Refund Policy: <input type="checkbox"/> Store Credit <input type="checkbox"/> Cash Refund <input type="checkbox"/> Exchange Card sales are processed at: <input type="checkbox"/> Date of Order <input type="checkbox"/> _____ <input type="checkbox"/> Date of Delivery License Visibility: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Mail / Telephone Order Environment Merchant Accepts MO/TO: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete Card Not Present Addendum attached to this application.			
Sales Rep Signature: _____ Date: _____			

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SIGNATURES

VMS1710(ia)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide [Version VMS1710(ia)] and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Business Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Services Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Services Agreement. If information is provided in the "New Entitlements" section of the Merchant Application, then the following shall apply:

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 American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize CardConnect and American Express Travel Related Services Company, Inc. ("AXP") and AXP'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 from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct CardConnect and AXP and AXP's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 AXP to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how AXP protects your privacy and how AXP uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I understand that upon AXP's approval of the Application, as applicable, the entity will be provided with the Agreement and materials welcoming it to AXP's Card acceptance program. You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank.

Client's Business Principal/Officer:

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature X _____ Print Name/Title _____ Date _____
Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for Processor, Wells Fargo Bank, N.A., and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the TeleCheck/TRS Services Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X _____ Print Name _____ Date _____

Personal Guarantee Signature X _____ Print Name _____ Date _____

Accepted By Processor**Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598**

Signature X _____ Signature X _____

Title _____ Date _____ Title _____ Date _____

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CARD NOT PRESENT ADDENDUM
MAIL / TELEPHONE ORDER / BUSINESS TO BUSINESS INFORMATION

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What % of total sales represent business to business
(vs. business to consumer):

Business to Business _____% + Business to Consumer _____% = 100% (total sales)

What % of bancard sales represent business to business
(vs. business to consumer):

Business to Business _____% + Business to Consumer _____% = 100% (bancard sales)

Timeframe from transaction to delivery of product/service:

Percent of orders delivered in: 0-7 days _____% + 8-14 days _____% + 15-30 days _____% + over 30 days _____% = 100%

Visa/MasterCard/Discover Network/American Express sales are deposited (*check one*): Date of Order Date of Delivery Other (specify): _____

Method of Advertising:

 Catalog Brochure/Direct Mail TV/Radio Internet Phone*(attach a copy of at least one)* Newspaper/Journal Other (specify): _____Who performs product/service fulfillment? Direct Vendor If Vendor, please provide name, address & phone number:

Describe how the transaction works from order taking to merchant fulfillment:

What card transaction verification steps do you take to protect your from cardholder misuse? (i.e., address verification, call backs, etc.)

Does any of your cardholder billing involve automatic renewals or recurring transactions? (i.e., cardholder authorizes initial sale only)

 No Yes If Yes, comments:Do you have a website? No Yes If Yes, please provide website URL: www. _____

What type of data encryption do you employ to protect cardholder account numbers when they are transmitted over a public data network, from the cardholder to your merchant website?

 SET SSL (channel encryption) No encryption used

PROCESSOR Name: **Valued Merchant Services**
 INFORMATION: Address: **PO Box 3911 Idaho Falls, ID 83402**
 URL: **www.valuedmerchants.com** Customer Service #: **1-800-531-8575**

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

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Section 1.14 of the TeleCheck Services Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1 of the TeleCheck Services Agreement.

9. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received, (either in person, by facsimile or by electronic transmission), the complete Program Guide [version VMS1710(ia)] consisting of 44 pages (including this confirmation).

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

NO ALTERATIONS OR STRIKE-OUTS TO THE AGREEMENT WILL BE ACCEPTED.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

www.valuedmerchants.com

Client's Business Principal:

Signature (Please sign below):

X _____

_____ Title

_____ Date

_____ Please Print Name of Signer