

MERCHANT PROCESSING APPLICATION AND AGREEMENT



FAX: 775-782-7572
TOLL FREE: 866-427-7297

Signing Rep:	Sales Office Phone:
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(1) BUSINESS NAME(S)

Legal Name of Business:		DBA (doing business as):	
Mailing/Billing Address:		Location Address (if different from Mailing):	
City, State, Zip:		City, State, Zip:	
Contact Name:		Contact Name:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:
Merchant E-Mail Address:		Merchant URL:	
Name (as it appears on your income tax return)		Federal Tax ID Number (as it appears on your income tax return)	<input type="checkbox"/> 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.aA.3. of your Program Guide for further information.

(2) MERCHANT PROFILE ("BUSINESS")

Business Open Date:	Length of Current Ownership:	Average Monthly Volume for MC/V/Discover® Network: \$	
# of Locations:	Type of Business:	Highest Ticket Amount for MC/V/Discover: \$	Average Ticket Amount for MC/V/Discover: \$
Type of Goods/Services Sold:		Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No High Volume Months: _____	
Swiped _____ %	Keyed with Imprint _____ %	Face to Face _____ %	Mail Order (MO) _____ %
Keyed without Imprint _____ %		Telephone Order (TO) _____ %	Internet _____ %
TOTAL	100 %	TOTAL	100 %

(3) OWNERSHIP INFORMATION

51% ownership for a corporation, 100% ownership for a partnership or proprietorship, must be accounted for on the application

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Private Corp.	<input type="checkbox"/> Public Corp.	<input type="checkbox"/> Government (Federal/state/local)	<input type="checkbox"/> Medical/ Legal Corp.	<input type="checkbox"/> Int'l Organization
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Co.	<input type="checkbox"/> Non-Profit Corp.	<input type="checkbox"/> Associations/Estates & Trusts	<input type="checkbox"/> Tax-Exempt Org. (501C)	

Owner 1/Partner/Officer Name:	Title in Business:	Ownership %
Home Address:	City, State, Zip:	
Social Security #:	Phone Number:	DOB:
Owner 2/Partner/Officer Name:	Title in Business:	Ownership %
Home Address:	City, State, Zip:	
Social Security #:	Phone Number:	DOB:

(4) MERCHANT APPLICATION REFERENCES

Trade Reference 1 Name:	Contact:	Phone Number:	Account #:
Trade Reference 2 Name:	Contact:	Phone Number:	Account #:

PLEASE SEND COMPLETED INFORMATION TO PETROLEUM CARD SERVICES
ATTENTION: APPLICATION PROCESSING
2243 PARK PLACE, SUITE C, MINDEN, NV 89423 • WWW.PCS4FUEL.COM
TOLL FREE 866.427.7297 • FAX 775.782.7572

(5) SETTLEMENT ACCOUNT (you MUST attach a voided check)

We will automatically debit your Settlement Account for any amounts owed to us under the Merchant Processing Application and Agreement.

A voided check from this account must be attached	<input type="checkbox"/> Checking Only	Contact Name:	Bank Name:
	Phone Number:	Transit Number:	DDA Number:

(6) PROCESSOR

Does your company or you, manage or own another business which already has a Merchant account with CTS?
 If yes, list name, address and Merchant #:
 Name of Business: _____ Merchant #: _____
 Address: _____
 Are you now processing or have you ever processed MasterCard/Visa/Discover? Yes No (If yes, attach a previous Processor's statement.)
 Name of Processor: _____
 Have you ever had a bankcard relationship terminated? No Yes (If yes, attach explanation.)
 Do you use any third party to store, process or transmit cardholder data? Yes No
 If yes, give name and address: _____

(7) EQUIPMENT

QUANTITY	EQUIPMENT TYPE	WILL MERCHANT RENT OR PURCHASE EQUIPMENT?
		_____ RENT _____ PURCHASE
		_____ RENT _____ PURCHASE
		_____ RENT _____ PURCHASE

PURCHASE PRICE \$ _____ RENTAL MONTHLY FEE \$ _____
 Any agreement for the purchase or rental of equipment is between you and Petroleum Card Systems

PIN PAD SWAP: PIN PAD 1000 S9 PIN PAD OTHER Communication Type: Dial Internet Wireless

FOR PIN PAD SWAPS, PLEASE INCLUDE A CHECK FOR \$135.00 PAYABLE TO "Petroleum Card Services"

(8) CREDIT CARD ACCEPTANCE

Acceptance of all MasterCard, Visa and Discover transactions is presumed unless you indicate which service(s) you do not want by checking that service below.

MC Credit Transactions MC Non-PIN Debit Transactions
 Visa Credit Transactions Visa Non-PIN Debit Transactions
 Discover Transactions

(9) ENTITLEMENTS

New American Express Agreement Attached: Yes No

Please provide the following MID #'s when available:
 Amex: _____
 Check guar: _____
 Check guar Co.: _____
 Check guar method: Drivers License MICR
 ***Note: If no box is checked it will automatically default to Driver's License.

(10) PIN DEBIT

Debit Card Debit/ATM Transaction Fee \$ _____ (Plus Debit Network Processing Fees)

(11) PETROLEUM INFORMATION

Pay at the Pump: YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/> Wright Express: 3.50% Transaction fee: 15¢	<input type="checkbox"/> Data Wire <input type="checkbox"/> New (\$500.00)
Batch to Close: AM <input type="checkbox"/> PM <input type="checkbox"/>	<input type="checkbox"/> Voyager Rate: : 3.40% Transaction fee: 9¢ Charged by CTS Holdings, LLC	<input type="checkbox"/> Re-provision Existing Box Serial # _____

Integrated Equipment: VeriFone Gilbarco Wayne Other _____ POS Equipment Type: _____

(12) EBT INFORMATION

FNS #:	Trans Fee:	Benefit Issuance Availability: Days _____ Hours _____
Electronic Voucher Support: Yes <input type="checkbox"/> No <input type="checkbox"/>	Check all EBT services provided at this location:	
<input type="checkbox"/> Food stamps <input type="checkbox"/> Cash Benefits <input type="checkbox"/> Purchase with Cash Back <input type="checkbox"/> Purchase <input type="checkbox"/> Cash Withdrawal		
If cash issuance, the limit amount: \$ _____		

(13) SCHEDULE OF FEES (Charged by CTS Holdings, LLC)

All fees are subject to change as provided below. For further details, read this entire Merchant Processing Application and Agreement.

Rate Table for MasterCard/Visa/Discover		<input type="checkbox"/> Interchange Plus Rates for MasterCard/Visa/Discover	
DISCOUNT Rate Tier Description	Discount Rate (%) and Downgrade Fee	_____ %	Discount Rate for MasterCard, Visa and Discover credit and MasterCard, Visa and Discover Signature Debit
Rate 1	_____ % (plus Association Access Fees of \$0.0269)	+	Association Dues (0.11% + \$0.0061 for MasterCard dues, 0.11% + \$0.0073 for Visa and .000925 + \$0.0269 to Discover. See Rate table <u>B</u>)
Rate 2	Rate 1 plus _____ % + \$ _____	+	Interchange Rate
Rate 3	Rate 1 plus _____ % + \$ _____	=	Total Processing Rate
CAT Rate			Your processing fees will be the Discount Rate and the current Interchange Rate at the time you process your Transaction. Interchange Rates are variable and are determined by how your transactions clear Interchange

AUTHORIZATION AND TRANSACTION FEES

ACH Fee	\$ _____/batch	<input type="checkbox"/> Vital Fee	\$ _____/each
American Express Authorization/EDC Fee	\$ _____/each	Voice Authorization Fee	\$ _____/each
Decline Fee	\$ _____/each	Voice Response Unit (VRU) Fee	\$ _____/each
MasterCard/Visa/Discover Authorization Fee	\$ _____/each	Voyager Authorization Fee	\$ _____/each
Pre-Auth Fee	\$ _____/each	WEX Authorization Fee	\$ _____/each

OTHER FEES

Annual Fee	\$ _____/year	Retrieval Fee	\$ _____/each
Chargeback Fee	\$ _____/each	Statement Fee	\$ _____/month
Early Cancellation Fee *	\$ _____/one time	Visa Misuse of Auth Fee	\$ _____/per occurrence
Minimum Monthly Discount Fee	\$ _____/month	Visa Partial Authorization Non-Participation Fee (VPANP Fee)	\$ _____/per occurrence
Monthly Fee	\$ _____/month	Visa Zero Floor Limit Fee	\$ _____/each

* A fee charged if this Merchant Processing Application and Agreement is terminated or cancelled prior to the expiration of the initial thirty-six (36) month term.

(14) SITE INSPECTION INFORMATION

Person/Authorized company performing site visitation	Visitation Date
How many employees	Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential
Location: <input type="checkbox"/> Apartment <input type="checkbox"/> Home <input type="checkbox"/> Isolated <input type="checkbox"/> Mall <input type="checkbox"/> Mixed <input type="checkbox"/> Office <input type="checkbox"/> Shopping Area	
Return Policy: <input type="checkbox"/> Full Refund <input type="checkbox"/> Exchange Only <input type="checkbox"/> None	
Do you have a refund policy for VISA/MasterCard/Discover Sales? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, check one: <input type="checkbox"/> VISA/MC Credit <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit If VISA/MC Credit, within how many days do you submit credit transactions? <input type="checkbox"/> 0-3 <input type="checkbox"/> 4-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> Over 14 days	
Mail / Telephone Order / Business to Business Information (ALL QUESTIONS MUST BE ANSWERED BY APPLICABLE TYPE OF MERCHANTS)	
What % of total sales represent Business to Business (vs. Business to Consumer):	B2B _____ % + B2C _____ % = 100% (total sales)
What % of bancard sales represent Business to Business (vs. Business to Consumer):	B2B _____ % + B2C _____ % = 100% (total sales)
What is the time from transaction to delivery? (% of orders delivered in days):	0-7 _____ % + 8-14 _____ % + 15-30 _____ % + over 30 days _____ % = 100% delivered
VISA/MasterCard sales are deposited on (check one):	<input type="checkbox"/> Date of order <input type="checkbox"/> Date of delivery <input type="checkbox"/> Other _____
Who performs product/service fulfillment?:	<input type="checkbox"/> Direct <input type="checkbox"/> Vendor <input type="checkbox"/> Other Vendor: _____ PROVIDE NAME / ADDRESS / PHONE

(15) AUTHORIZATIONS AND REPRESENTATIONS

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement ("MPA") is true and correct and that Client has received a copy of the Program Guide and Confirmation Page (version CTS0710), which is part of this MPA (consisting of Sections 1-15), and by this reference incorporated herein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 4, Marketing Method above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes CTS Holdings, LLC., ("CTS") and Wells Fargo Bank, N.A. ("Bank") and their agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this MPA. Client authorizes CTS and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application. Each of the undersigned authorize Bank/Processor to use credit bureau/reporting agencies and/or their own agents to verify the accuracy of all information provided herein and to assess and monitor each of the undersigned's credit status. Each of the undersigned authorizes all such credit bureau /reporting agencies to release any information they may have pertaining to him/her to Bank/Processor. No sales agent of Bank/Processor is authorized to make any verbal or written modification to this Merchant Application and Agreement and/or the Operating Procedures.

Client authorizes CTS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House ("ACH") for costs associated with equipment hard -ware, software and shipping. 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. I declare under penalty of perjury under the laws of the state of California and under the laws of the state in which my business is located that all of the information contained in this Application is true and complete.

I agree that if I process Card transactions, I will comply with the Program Guide for all transactions I process. I understand that I also may request a copy of the Program Guide from my sales representative at any time. I further understand that no strikeouts, interlineations, additions or modifications to this preprinted MPA may be made and that this MPA may be transmitted to or from CTS and/or retained electronically by CTS, which will constitute an original.

Client agrees to all the terms of this MPA. This MPA shall not take effect until Client has been approved and this Agreement has been accepted by CTS and Bank.

Print Name of Principal or Corporate Officer

Signature (Title)

Date

Print Name of Principal or Corporate Officer

Signature (Title)

Date

PERSONAL GUARANTOR

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

Print Name of Personal Guarantor

Signature, as an individual (No title)

Date

Print Name of Personal Guarantor

Signature, as an individual (No title)

Date

Accepted by CTS Holdings, LLC on behalf of itself and Wells Fargo Bank, N.A. (for Visa and MasterCard transactions)

Signature

For internal use only: SIC/MCC Code _____