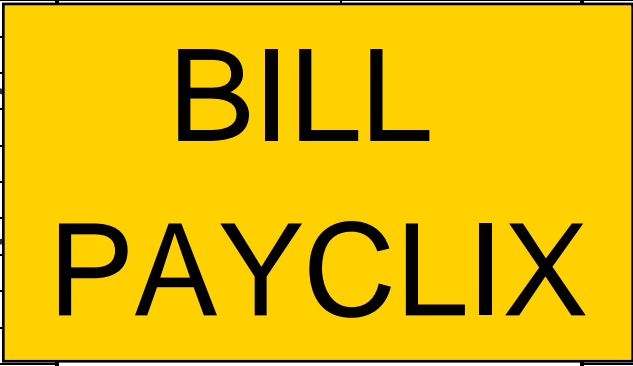


MERCHANT APPLICATION

MERCHANT APPLICATION INSTRUCTIONS			
<p>Complete the <i>Merchant Application</i> for each Merchant ID (MID) required.</p> <ul style="list-style-type: none"> Generally, each physical location and each independent payment enabled website requires a unique MID. Complete only one <i>Merchant Application</i> for a Retail location with a complementary website. Updating an Active MID Account will be noted here 	<p>Application Outline</p> <ol style="list-style-type: none"> Legal and business entity information Card brand and processing information Pricing and acceptance Internet Location Addendum Retail Terminal Location Addendum Retail POS Location Addendum MOTO Location Addendum 	ISO Office	
		Agent	
		Agent Phone	
		Program	
LEGAL ENTITY INFORMATION			
Legal Name		Business Entity Type	
Legal Street Address		Federal Tax ID	Incorporation State
Legal City, State, Zip Code		Entity Start Date	Length of Current Ownership
OWNER OR OFFICER INFORMATION – CIP PATRIOT ACT REQUIREMENTS			
<p>To help the government fight the funding of terrorism and money laundering activities, the US Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.</p> <p>Your Business and Personal Information is secure with Base Commerce. View our Privacy Policy at http://www.basecommerce.com/privacy-policy</p> <p>To be completed by the authorized person opening and signing the application.</p>			
Owner/Officer Name		E-Mail Address	
Title	Mobile Phone	Office/Business Phone	
Residence Address	SSN	Date of Birth	
Residence City, State, Zip	% of Equity Ownership	Owner	Officer
<p>Please Note: Personal identifying information on any individual with a 10% or greater ownership interest in the applying entity must be included on the last page.</p>			
BANK DISCLOSURE			
<p>Member Bank Information: National Bank of California Phone (310) 882-4800 12121 Wilshire Blvd, Los Angeles, CA 90025 Bank Responsibilities:</p> <ol style="list-style-type: none"> A Visa Member is the only entity approved to extend acceptance of Visa products <ul style="list-style-type: none"> The Visa Member is responsible for educating Merchants on pertinent <i>Visa International Operating Regulations</i> with which Merchants must comply. The Visa Member is responsible for and must provide settlement funds to the Merchant. The Visa Member is responsible for all funds held in reserve that are derived from settlement. A Visa member must be a principal (signer) to the <i>Merchant Agreement</i>. 		<p>Merchant Information: Refer to <i>Merchant Application</i> Important Merchant Responsibilities:</p> <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements. Maintain fraud and charge-backs below established thresholds. Review and understand the terms of the <i>Merchant Agreement</i>. Comply with <i>Visa International Operating Regulations</i>. 	
<p>The responsibilities listed above do not supersede terms of the <i>Merchant Agreement</i> and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (National Bank of California) is the ultimate authority should the Merchant have any problems.</p>			
Merchant Signature	Printed Name	Title	Date

MERCHANT APPLICATION

REQUESTED PROCESSING TYPES							
<input type="checkbox"/> Bankcard		# Retail (swiped) MIDs		# Moto/Internet (Card Not Present) MIDs			
<input type="checkbox"/> ACH							
REQUESTED CARD BRANDS							
All payment types will be submitted for approval unless specific card types are selected below							
<input type="checkbox"/> Visa Debit		<input type="checkbox"/> Visa Credit		<input type="checkbox"/> American Express ² AMEX MID Number (existing only)			
<input type="checkbox"/> MasterCard Debit		<input type="checkbox"/> MasterCard Credit					
<input type="checkbox"/> Discover Debit		<input type="checkbox"/> Discover Credit					
VISA, MASTERCARD, DISCOVER			AMEX			ACH	
Item	Amount	Item	Amount	Item	Amount	Item	Amount
Average Single Transaction		Average Single Transaction		Average Single Transaction		Average Single Transaction	
Average Monthly Volume		Average Monthly Volume		Average Monthly Volume		Average Monthly Volume	
Maximum Single Transaction		Maximum Single Transaction		Maximum Single Transaction		Maximum Single Transaction	
Maximum Monthly Volume		Maximum Monthly Volume		Maximum Monthly Volume		Maximum Monthly Volume	
Retail Volume %				Written Volume %			
Internet Volume %				Internet Volume %			
Mail Order Volume %				Conversion Volume %			
Telephone Order Volume %				Telephone Order Volume %			
CREDIT CARD QUESTIONNAIRE							
Has Merchant or any Principal been terminated as a Visa/MasterCard Merchant (TMF)				Does any Contractor, Agent, Third Party or Affiliated Entity have access to Cardholder Data?			
Yes No				Yes No			
Are Visa, MasterCard, Discover and Amex signage in place?			Is cardholder data stored locally, including names, numbers, and expiration dates?			Recurring Payments	
Yes No			Yes No			Yes No	
VISA, MASTERCARD, DISCOVER			AMEX OPTBLUE			CARD SERVICES	
Item	Per Item	Rate	Item	Per Item	Rate	Item	Rate
<input type="checkbox"/> Three Tier Pricing						Monthly Min Discount	
Qual Debit/Credit						Monthly Service Fee	
Mid-Qual Debit/Credit Surcharge						Statement	
Non-Qual Debit/Credit Surcharge						Chargeback ⁴	
<input type="checkbox"/> Pass-through Plus ^{PTP}						Re-eval ⁴	
<input type="checkbox"/> Bundled Single Rate Program						Termination	
Authorization						Final Support	
Batch Settlement						Reseals	
AVS						Access	
PIN Debit						Gateway Access ²	
						Gateway Transaction ²	
ACH QUESTIONNAIRE							
Transaction Descriptor on Client Statement			ACH Issue Credits		ACH Issue Debits		Recurring Payments
			Yes No		Yes No		Yes No
Payments to/from:			ACH Merchant Reports		ACH Reporting Email		
Consumers / Individuals Businesses / Organizations			Yes No				
Payments Submitted via (check all that apply)				ACH Custom Services (check all that apply)			
Virtual Terminal Gateway Web Services Batch Submission				Payer Authentication Account Verification Auto Re-Presentation of NSF Items			
ACH							
Item	Rate	Item	Rate	Item	Rate	Item	Rate
Per Item Fee		Payment Discount		Return or Exception			
Unauthorized Returns		Monthly Service Fee					
<input checked="" type="checkbox"/> Client has reviewed the ACH AUTHORIZATION GUIDE and agrees to acquire Payer Authorizations as indicated and retain such as Proof of Payer Authorization for a period of no less than two years from the effective date. View and download the ACH Authorization Guide at: http://www.basecommerce.com/docs/authorization-guide							
Merchant Signature			Printed Name			Title	Date



MERCHANT APPLICATION

MERCHANT LOCATION INFORMATION						
DBA Name			Location Contact Name			
Location Address			Location Contact E-Mail Address			
Location City, State, Zip			Location Phone		Location Chargeback Fax	
Website			Location Customer Service Phone		Location Fax	
BUSINESS INFORMATION						
Type of Goods and Services Sold					MCC (Internal Only)	
Additional Description of Business						
How are goods shipped? FedEx DHL UPS USPS Other			Days Between Order and Delivery		Cardholder is Charged at Time of Purchase Shipment	
Deposit Required Yes No		Deposit % of Total Purchase Price	Return Policy Full Refund Partial Refund No Refunds		Return Policy Time Period (e.g. 30 days)	
SETTLEMENT BANK INFORMATION						
Bank Name		Business Name as it Appears on Checks		Routing Number		Account Number
AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Merchant Bank (defined on page 1) is authorized to initiate or transmit automatic credit and/or debit and/or check entries to the Settlement Bank indicated and/or to the account identified in the attached voided check for all services contemplated under this <i>Merchant Agreement</i> . Said authority is granted to Merchant Bank's processor and their agent.						
AUTHORIZED CONTACTS						
Name			Email		Mobile	
FULFILLMENT VENDOR						
Fulfillment Vendor Utilized? Yes No		Who owns the inventory? Merchant Vendor		Fulfillment Vendor Name		Fulfillment Vendor Phone
BATCH INFORMATION						
Request for Tip Line Yes No		Request for Auto-Batch Yes No		Auto-Batch Time	Auto-Batch Time	Signature Floor Limit \$25 \$50 None
STAND ALONE TERMINAL QUESTIONNAIRE						
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
INTERNET QUESTIONNAIRE						
The following policies are clearly accessible on the website: Privacy Policy Return Policy Terms and Conditions			% of sales to non-US Cards		SSL Certificate Issuer	SSL Certificate Number
Gateway Vendor Base Commerce Other		VAR Sheet Required		VAR Sheet email to:		Website IP Address
Applicant Owns Web Domain and Content Yes No		Shopping Cart Vendor		Web Host Vendor		Temp login credentials, if necessary
POS QUESTIONNAIRE						
POS Vendor Name		POS Make			POS Model	
POS Vendor Contact Name		POS Version			POS Type	
POS Vendor Contact Phone		Gateway or Encryption Software Name			Gateway or Encryption Software Version	
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
Model Type	Quantity	Implementation New Reprogram		Connection Type Ethernet Dial Up		Billing Merchant Partner
MAIL ORDER/TELEPHONE ORDER (MOTO) QUESTIONNAIRE						
Processing Method: Key Entered Terminal Virtual Terminal/Gateway				Virtual Terminal/Gateway: Base Commerce Other		
Upon processing, order forms obtained by mail or telephone are: Destroyed Retained				Software or method used to retain customer information:		
MAIL ORDER ONLY: Outbound marketing solicitation is best described as (select all that apply) Catalog Envelope Print Ad Postcards Other				TELEPHONE ORDER ONLY: Applicant confirms NO UNSOLICITED OUTBOUND TELEMARKETING is conducted Yes No		

MERCHANT APPLICATION

DATA SECURITY STANDARD COMPLIANCE

Security Policies and Procedures and completing an Annual Self-Assessment Questionnaire. For Internet merchants this can include recurring Security Scans and other measures. For their own protection, Base Commerce requires its Merchants to participate in a PCI Support Program including \$100,000 in Data Breach Insurance protection at a fixed quarterly fee of . . . To learn more about the value, features and benefits of this program, please visit <http://www.basecommerce.com/pci> 5) ALL ENTITIES accepting Visa, MasterCard, Discover or American Express transactions must complete a Payment Card Industry Data Security Standard Self-Assessment Questionnaire and evaluation by the Acquirer in order to determine the applicable data security requirements for each entity and confirm that Merchant's card terminals, PIN pads, software, website, methods of accepting cards, and management & storage of Cardholder data are compliant with industry requirements.

VISA, MASTERCARD, DISCOVER NETWORK, AND AMERICAN EXPRESS CARD ACCEPTANCE¹

Pass-through Plus (PTP) rates and fees based on standard Interchange categories plus the Discount and Fees stated here. 1) Designate specific card brands or network types only. 2) Denotes services, programs, equipment and American Express OptBlue program fees, which are provided by Processor and/or Processor's Contractors and not by Merchant Bank; Merchant Bank has no responsibility or liability therefor. 3) Chargeback processing and retrieval fees subject to change at the sole discretion of Processor or Merchant Bank. BIN Sponsorship fees may apply if the merchant account is designated as high risk in nature. BIN fees compensate sponsor bank for assumption of additional risk associated with this type of account. Merchant will be notified within their activation email if a BIN fee will apply and this fee will be disclosed on your merchant statement. Please note that for each and every month wherein a chargeback to net sales ratio of any merchant account is greater than 1% (One Percent), a penalty non-compliance fee of 0.60% (six tenths of one percent)of gross sales shall apply for that month and this fee shall appear as a line item on your merchant statement.

ACH AGREEMENT

Merchant wishes to originate ACH (Automated Clearing House) debit and/or credit items as a form of payment for goods or services or to facilitate funds transfer utilizing ACH PROCESSOR. Merchant has received and read the seven (7) page *ACH (Automated Clearing House) Processing Agreement*. By signing Merchant Acceptance, Signatures, and Guarantor Signatures below, Merchant agrees to be bound by the terms and conditions of the *ACH Processing Agreement*. The terms and conditions of the *ACH Processing Agreement* are incorporated herein by this reference, and constitute part of the entire Merchant Agreement. Furthermore Client authorizes ACH PROCESSOR to debit and/or credit the bank account indicated herein with respect to the receipt of settled funds, returned items and/or ACH Fees. Signer represents and warrants that he or she is an officer or representative of Merchant and that he or she is duly authorized to enter into this Merchant Agreement on Merchant's behalf. CLIENT MAY VIEW AND DOWNLOAD A COPY OF THE ACH PROCESSING AGREEMENT TERMS AND CONDITIONS AT <http://www.basecommerce.com/docs/ach-agreement>.

MERCHANT ACCEPTANCE, SIGNATURES, AND GUARANTOR SIGNATURES

For the purposes of this application, "Processor" is Base Commerce, LLC, having its business address at 1380 W Auto Drive, Tempe, AZ 85284 who can be contacted at 1(800) 848-5826 and "Merchant Bank" is National Bank of California, having its offices at 12121 Wilshire Blvd, Los Angeles, CA 90025 who can be contacted at 1(310) 882-4800.

Agreement Signature By signing below, each of the Merchant and Guarantor(s) (1) certifies, under penalty of perjury, that all information and documents submitted with this Application are true and complete; (2) authorizes Merchant Bank, Processor and their respective agents to verify any of the information given, including credit references, and to obtain individual and/or business credit reports, including requesting reports from consumer reporting agencies on persons signing below as a principal or owner of Merchant or as a Guarantor (if such person asks Merchant Bank whether or not a consumer report was requested, Merchant Bank will tell such person, and if Merchant Bank received a report, Merchant Bank will give such person the name and address of the agency that furnished it); (3) acknowledges that they have reviewed, down-loaded and retained a copy of the *Merchant Card Processing Agreement* ("Agreement") including the Continuing Guaranty ("Guaranty") contained within the Application, *Special Services Addendum* and of the *CNP Addendum*, and the *Merchant Use and Disclosure of BIN Information Addendum* (each, an "Addendum"), each of which documents is incorporated herein by this reference, including the Continuing Guarantee section thereof (to which reference is made in the "Guarantee set forth below in this Application) and agrees to be bound by and perform in accordance with all provisions, terms and conditions of the Agreement, the Guaranty, and each such Addendum; (4) agrees to be bound by and perform in accordance with all terms, conditions and provisions of any *Merchant Card Processing Agreement* between any Merchant Affiliate of Merchant and Processor and its agents and Merchant Bank ("*Merchant Affiliate Agreement*"), regardless of whether such *Merchant Affiliate Agreement* currently exists or is executed, amended or supplemented at some future date; (5) agrees that Processor and its agents and Merchant Bank may rely upon copies or facsimiles of this Application bearing Merchant's and Guarantor(s)'s signatures, or on copies or facsimiles of other documents bearing Merchant's and Guarantor(s)'s signatures, and that any such copies or facsimiles shall be treated for all purposes as originals of the Application or other document; and (6) certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Review, Download and Save a copy of the Merchant Card Processing Agreement at <http://www.basecommerce.com/merchant-agreement>.

For American Express OptBlue, applicable terms and conditions are contained in the Merchant Operating Guide found at <http://www.basecommerce.com/optblue>.

The undersigned acknowledge that Merchant Bank (i) does not sponsor Processor into the American Express or Diner's Club or Carte Blanche or JCB Network, (ii) is not providing or agreeing to provide Merchant any services hereunder with respect to American Express or Diner's Club (except only as set forth in the Merchant Card Processing Agreement with regard to certain transactions made with Diner's International Cards which also carry the MasterCard mark and are processed as MasterCard transactions) or Carte Blanche or JCB Network Card transactions, and has no responsibility or liability therefor, and (iii) does not determine or approve or agree upon any fees, charges, pricing, or any other terms and conditions, relating to American Express or Diner's Club (except as noted above, for certain transactions processed as MasterCard transactions) or Carte Blanche or JCB Network Card transactions. If American Express is selected above, by signing below Merchant represents that the information provided on the Application is complete and accurate and Merchant authorizes Processor to share transaction and Merchant data with American Express Travel Related Services Company, Inc ("American Express"), and Merchant authorizes American Express to verify the information on this Application and to receive and exchange information about Merchant, including, requesting reports from consumer reporting agencies. If Merchant asks American Express whether or not a consumer report was requested, American Express will tell Merchant, and if American Express received a report, American Express will give Merchant the name and address of the agency that furnished it. Merchant agrees that American Express may utilize the information obtained in the Merchant Application in regard to Card marketing and administrative purposes. Merchant expressly authorizes Processor to submit transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant understands that by accepting the American Express card for the purchase of goods and/or services, Merchant agrees to be bound by the Merchant Card Processing Agreement and the OptBlue Merchant Operating Guide. Merchant acknowledges that Processor may convert Merchant to a direct party relationship with American Express if Merchant is not eligible for American Express acceptance

Merchant may opt out of receiving commercial marketing communications from American Express.

Guaranty The undersigned Guarantor(s), individually and severally, guarantee the full and faithful performance and payment by the Merchant (identified above in the portion of this Application which precedes this Guaranty) of each and all of Merchant's duties and obligations to Merchant Bank and Processor, as provided in Section 25 of the *Merchant Card Processing Agreement*, which *Merchant Card Processing Agreement*, and this Application and the Addendums mentioned above, are incorporated into this Guaranty by this reference. **Merchant applications from churches, charities and non-profit organizations do not require that the applicant provide the personal guarantee.**

If you have questions or concerns in regard to the terms and conditions of this Merchant Application and Merchant Card Processing Agreement, email us at info@basecommerce.com, or contact us at (800) 848-5826 at prior to signing.

Merchant Signature	Printed Name	Title	Date
Guarantor Signature	Owner/Officer Name	Title	Date

FOR INTERNAL USE ONLY

Acceptance by Processor	Date	Acceptance by Merchant Bank	Date
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MERCHANT ADDENDUM

CIP / List of beneficial owners holding an interest of 10% or greater	
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership
Owner/Officer Name	Date of Birth
Residence Address	% of Equity Ownership

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