		MERCHA	NT API	PLICATION			
			Moroba	int #			
			Mercha	-	☐ Additional Location		
			,	_ New Location	Additional Escation		
▶ Business In	formation						
Legal Name:			Na	me of Account (Do	oing Business As):		
Legal Address:			Ph	ysical Street Addre	ess (No P.O. Box):		
City:		State: Zip:	Cit	y:		State:	Zip:
Phone #:	Contact:		DB (A Phone #:			
	e Mailing Address: E-M Legal Address	ail Address:	We	bsite Address:			
Federal Tax #	· · · · · · · · · · · · · · · · · · ·	ations Years in Business	s Yea	ars Owned Busine	SS		
Bank Reference:			Co	ntact:	Phone #: ()		
► Owners or (Officers • Individual	Ownership Must be	Equal to	or Greater th	an 50%		
Name: 1.		Title:	Da	te of Birth:	Applicant's SS #:	% Equit	ty Ownership:
Residence Addres	SS:	City:			State:	Zip:	
# Years:	Driver's Lic. #	f:	Sta	ite:	Home Phone: ()		
Name: 2.		Title:	Da	te of Birth:	Applicant's SS #:	% Equit	ty Ownership:
Residence Addres	ss:	City:			State:	Zip:	
# Years:	Driver's Lic. #	t:	Sta	ite:	Home Phone: ()		
▶ Business Pr	rofile			► Sales Profil	e		
Type of Ownership	: Sole Proprietor	Partnership PA or PC		Merchant Type:	Visa/MasterCard Sales Profile	e (Be Accurate):	
Type of Goods or S	Limited Liability Company Services Sold:	SIC Code:		☐ Retail☐ Restaurant	Card Swipe		%
				Lodging	Manual Key Entry with Imprin	t, Card Present	%
☐ Yes ☐ No	ept Visa/Mastercard? Name	of Current Processor:		☐ Service ☐ Internet	Mail Order/Telephone		%
(If yes, you should submit 3 c	associated principal disclosed	d below filed ☐ Yes Date:		☐ Home Based	Internet		%
	ubject to involuntary bankrupt			Other	Total =		100%
	ade Suppliers • List	: Two					
Name:	Address:		Со	ntact:	Phone #: ()		
Name:	Address:		Co	ntact:	Phone #:		
► Merchant Si	ite Survey Report • '	To Be Completed by	Sales R	epresentative			
Merchant Location: Area Zoned:	Retail Location with Stor	e Front Office Building	Interne	et Residence	Other 251-500	0 2,001+	_
Does the amount If No, explain:	of inventory and mercha	indise on shelves and floo	or appear	consistent with thi	s type of business?	Yes	☐ No
The Merchant:	Owns Lea	ases the Business Premis	ses	Landlord Nar	ne & Phone #:		
Further Comment	ts by Inspector (Must Co	mplete)					
I hereby verify the	at this application has be	en fully completed by med mation stated above is tru	rchant app	olicant and that I h	ave physically inspected	the business	premises of
Verified and Inspe		Office #:		ntative #:	Representative Signatur		
Y '	-		•		Y		

Visa / Mastercard Standard Retail / F	ngn Risk Retail Rates	▶ ■ Mail / Phone / Inte	rnet / Touchton	e Rates
Merchant Chooses to accept the following:	0/	Merchant Chooses to accept the following VS/MC (Other Cards) Discount Rate:	ng:	%
VS/MC (Other Cards) Discount Rate: VS/MC Debit Card Discount Rate:	% %	VS/MC Debit Card Discount Rate:		
AMEX Discount Rate:	%	AMEX Discount Rate:		%
Discover Discount Rate:	%	Discover Discount Rate:		%
▶ Fees		Fees		
VS/MC Transaction Fee:	Per Item	VS/MC Transaction Fee:		Per Item
Non-Bankcard Transaction Fee:	Per Item	Non-Bankcard Transaction Fee:		Per Item
Statement Fee:	Monthly	Statement Fee:		Monthly
VIMAS Online Service:	Monthly	VIMAS Online Service: Monthly Minimum:		Monthly Monthly
Monthly Minimum: Annual Fee:	Monthly Per Year	Annual Fee:		Per Year
Debit Transaction Fee Plus Network Fees:	Per Item	MOTO/Internet Surcharge:		Per Item
EBT Transaction Fee:	Per Item	AVS Surcharge:		Per Item
EBT Statement Fee:	Monthly	Batch Fee:		Per Batch
Batch Fee:	Per Batch	Manual Imprinter:	QTY:	One Time
Manual Imprinter: QTY:	One Time	Chargeback/ACH Reject Fee:	Q11	\$25.00 Per Item
Chargeback/ACH Reject Fee:	\$25.00 Per Item	Retrieval Fee:		\$5.00 Per Item
Retrieval Fee:	\$5.00 Per Item	Voice Authorization Fee:		.95 Per Call
Voice Authorization Fee:	.95 Per Call	Early Termination Fee:		One Time
Early Termination Fee:	One Time	, , , , , , , , , , , , , , , , , , , ,		
Others (please specify):		Account Maintenance Fee:		
 I/We understand and agree to the following: that my/our discour and that all bankcard transactions t 	nt rate⊩ ed rate);		isa/Masterra	ard business transactions may be
charged up to 1.99% + .10¢ above qualified rate.			iod/maotoroc	ard buomood transduction may bo
► Merchant Benefits Club				
Yes, I want to participate in the optional Merchant Benefi	its Club which includes equipment suppo	ort and replacement for an additional \$9.5	in ner terminal ner month	Initials: X
► American Express	ne olas milon molados oquipmont supp	ort and replacement for an additional \$6.6	o per terrimar per mentri.	THURSE X
By signing below, I represent that the information I have provi	dad on the Application is complete and s	accurate and Lauthorize American Everoco	Traval Palatad Carviago C	*omnany Ino ("Amorican Eyproce"
to verify the information on this Application and to receive and		•		
consumer report was requested, American Express will tell me				
that upon American Express' approval of the business entity in				
will be sent to such business entity along with a Welcome Let	•	•		
Signature: X	, , ,		,, ,	Date:
<u> </u>				Date.
Discover				
By signing below, I represent that the information I have provided	on this application is complete and accura	ate. I hereby request for Discover [®] Card acc	eptance to be added to my C	Cynergy Data Merchant Application. I
understand that the Terms and Conditions for Discover Card Acce	eptance (Terms and Conditions) will be sen	t to the business indicated above upon appro	oval by Discover Financial Se	ervices, Inc. for this business entity to
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understand that the Terms and Conditions for Discover Card Acceaccept the Discover Card by Discover Financial Services, Inc. By Signature: X Debit/Credit Authorization • Staple	eptance (Terms and Conditions) will be sen accepting the Discover Card for the purch e Voided Check Here	t to the business indicated above upon appro ase of goods and/or services, I agree to be b	oval by Discover Financial Secound by the Terms and Con	ervices, Inc. for this business entity to ditions. Date:
understand that the Terms and Conditions for Discover Card Acceaccept the Discover Card by Discover Financial Services, Inc. By Signature: X Debit/Credit Authorization • Stapl Merchant authorizes Processor or Bank to present Au	eptance (Terms and Conditions) will be sen accepting the Discover Card for the purch e Voided Check Here atomated Clearing House credits, A	t to the business indicated above upon appro ase of goods and/or services, I agree to be be utomated Clearing House debits, wir	oval by Discover Financial Secound by the Terms and Con	orvices, Inc. for this business entity to ditions. Date: ry transfer checks to and from
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Merchant Processing Agreement
This Merchant Processing Agreement ("Agreement") is entered into on the Effective Date defined in Section 13.A, below, betweer
the business indicated on the Merchant Application ("Merchant" or "you"), Cynergy Data ("CD"), BA Merchant Services, LLC
("BAMS") (CD and BA Merchant Services, LLC. are collectively referred to as Processor), and Bank of America, N.A. ("Bank").

Recitals

Merchant desires to accept Debit Cards and/or Other Cards, as indicated on the Merchant Application, validly issued by members Merchant desires to accept Debit Cards and/or Other Cards, as indicated on the Merchant Application, validly issued by members of Visa u. S. A, Inc. ("Visa") and MasterCard International, Incorporated ("MasterCard"). "Debit Card" means all Visa or MasterCard card that accesses a consumer's asset account within 14 days after purchase, including but not limited to Visa or MasterCard issued stored value, prepaid, payroll, EBT, gift, and consumer check cards, and debit cards validly issued by the debit card networks indicated in Section 4. G below ("Debit Networks"), such as on-line (PIN-based) cards. "Other Cards" means all cards issued by a non-U.S. bank and all Visa or MasterCard cards other than Debit Cards, including but not limited to business and consumer credit cards and business debit cards. The category of card acceptance you have indicated on the Merchant Application will collectively be referred to as "Cards". Bank and Processor desire to provide Card remains and Conditions

Terms and Conditions

Terms and Conditions
1. Honoring Cards.
A. Without Discrimination. You will honor, without discrimination, any Debit Card and/or Other Card, as indicated by you on the Merchant Application, properly tendered by a Cardholder "Cardholder" means a person presenting a Card and purporting to be the person in whose name the Card is issued. If you elect to accept only one of the card acceptance categories but later submit a transaction from or card in a different category, you agree that Processor and Bank may process the transaction and assess the appropriate fee, and that all terms of this Agreement will apply to that transaction. You will not establish a minimum or maximum transaction amount as a condition for honoring a Card. Cardholders will be entitled by the Card Associations) in connection with the acceptance of a Card. "Card Association" means Visa, MasterCard, Oiscover, American Express, Japanese Credit Bureau, and/or a Poblit Network as applicable. extend to cash customers, and you will not impose any special conditions (unless permitted by the Card Associations) in connection with the acceptance of a Card. "Card Association" means Visa, MasterCard, Discover, American Express, Japanese Credit Bureau, and/or a Debit Network, as applicable. B. Cardholder Identification. You will identify the Cardholder and check the expiration date and signature on each Card. You will

and/or a Debit Network, as applicable.

B. Cardholder Identification. You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired; (ii) the signature on the sales draft does not correspond with the signature on the Card; (iii) the account number embossed on the Card does not match the account number to the Card's magnetic strip (as printed in electronic form) or the account number is listed on a current Electronic Warning Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business stelephone number, a home or business address; or a drivers license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below). You may not require a Cardholder scardholder for acromplete a postcard or similar device that includes the Cardholder is account number. Card expiration date, signature, or any other Card account data in plain view when mailed.

C. Card Recovery. You will use your reasonable, best efforts to recover any Card: (i) on Visa Cards if the printed four digits above the embossed account number do not match the first four digits of the embossed account number, include the Card is recover any Card: (ii) on Visa Cards if the printed four digits above the embossed account number do not match the first four digits of the embossed account number includes the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iv) for MasterCard Cards, the embossed account number, indent printed account number do not agree or the Card does not have a MasterCard hologram on the lower right corner of the Card face.

D. Surcharge. You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offening a discount from the standard price to induce a person to pay by cash, check or similar means ra

services included in a Sales Praft and if you receive any such payments you promptly will remit them to Processor and Bank.

C Description of the Cardholder Ald disputes between you and any Cardholder relating to any Card transaction will be settled between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither Processor or Bank bear any responsibility for such transactions.

A Required on all Transactions. You will obtain a prior authorization for the total amount of a transaction will be settled between you and the Cardholder and transactions.

A Required on all Transactions. You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction than than obeen authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.

B. Effect. Authorizations are not a quarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. C. Unreadable Magnetic Stripes. When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to Processor and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

A. Forms. You will use a Sales Draft to Processor and Bank for processor and Bank to document each Card transaction; provided the processor of the Cardholder (

4. Deposit of Sales Drafts and Funds Due Merchant.

A. Deposit of Funds.

I. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11

U.S.C.§ 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in Section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargebacks, or fees). You understand and agree that Bank may withhold deposit and payment to you without notice until the expiration of any chargeback period for: a) mail order, telephone order, or Internet transactions Cards issued by non-U.S. financial institutions, and b) if Processor or Bank determine, in their sole and reasonable discretion, that a transaction or batch of transactions poses a risk of loss. Neither Processor nor Bank are responsible for any losses you may incur, including but not limited to NSF fees, due to such delayed deposit of funds. You acknowledge that your obligation to Processor and Bank for all amounts owed under this Agreement arise out of the same transaction as Processor and Bank's obligation to deposit funds to the Designated Account.

In Provisional Credit. Not withstanding the previous sentences, under no circumstance will Processor or Bank be responsible for

Designated Account.

ii. Provisional Credit. Not withstanding the previous sentences, under no circumstance will Processor or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by Processor and Bank. All Sales Drafts and deposits are subject to audit and final checking by Processor and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks and adjustments: (i) in the Rules; (ii) for any of your obligations to Processor and Bank, and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. Processor and Bank may elect to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within Processing Limits. Processor and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you as indicated to you by Processor and Bank in the processor and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you as indicated to you by Processor and Bank is not processor and Bank and processor and Bank so not processor and Bank so not processor and Bank so not processor.

iii. Processor and Bank are successor and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by Processor and Bank. This limit may be changed by Processor and Bank up on written notice to you. B. Chargebacks. You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks." Out will pay on demand the value of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account, the Reserve Account (defined in Section 7, below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks. C. Excessive Activity. Wrour presentation to Processor and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, Processor and Bank to take any action they deem necessary including but not limited to, suspension or termination of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

D. Credit.

i. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to Bank. You will not submit a credit retaing to any Sales Draft not originally submitted to Bank, nor will you submit a credit that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit remorandum or credit statement for every return of goods of forgiveness of debt for services

memorandum or credit statement for every return of goods of forgiveness of debt for services which were the subject of a Card transaction.

ii. Revocation of Credit. Processor or Bank may refuse to accept any Sales Draft, and Processor and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his liability to Processor and Bank for any reason, including but not limited to a contention that the Cardholder foul foot receive the goods or services provided were not as ordered or pursuant to those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder foul mile pay Processor and Bank, any amount previously credited to you for a Sales Draft not accepted by Processor and Bank or where accepted, is revoked by Processor and Bank.

E. Reprocessing, Not withstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.

F. Miscellaneous. You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

G. Debit Card Processing,

i. "Debit Networks" means those debit card networks accepted by Processor, including but not limited to the following organizations and their successors: Star. NYCE, Pulse, Interlink, AFFN, Alaska, Jeanie, Accel, and Money Station, and the successors and any the card processing.

ii. The parties of the card processing and return of merchandise and for the adjustment of amounts due on Debit Card sales. You will pr

teleck of cashier's a recent as permissed by the charactery permit, you will not make any cash refunds or payments for returns or adjustments on Debit Card transactions but will instead complete an adjustment form provided or approved by Processor. The Debit Card Sales Draft for which no refund or return will be accepted by you must be clearly and conspicuously marked (including on the Cardholder's copy) as "final sale" or "no return" and must comply with the Rules.

vi. Error Resolution. You will refer Debit Card Cardholders with questions or problems to the institution that issued the Debit Card. You will cooperate with Processor and with each applicable Debit Network and its other members to resolve any alleged errors relating to transactions. You will permit and will pay all expenses of periodic examination and audit of functions related to each Debit Network, at such frequency as the applicable Debit Network deems appropriate. Audits will meet Debit Network standards, and the results will be made available to the Debit Network.

results will be made available to the Debit Network.

5. Other Types of Transactions.

A. Mail/Telephone Order. Processor and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("mail/telephone orders") due to the high incidence of customer disputes. You will perform AVS and obtain the expiration date of the Card for a mail/telephone order and submit the expiration date when obtaining authorization can'united and can't all risplessess (Intalineepinote locues) you do to terministic institute displayers to while provided and cotain the expiration date of the Card framsaction. For mail relephone order transactions, you will type or print legibly on the signature line the following as applicable: telephone order or "TO" or mail order or "MO" You must promptly notify Processor and Bank if your retail/mail order' telephone order mix changes from the percentages represented to Processor and Bank in the Merchant Application. Processor and Bank may case accepting mail/telephone order transactions, or increase their fees, or terminate this Agreement, or impose a Reserve Account (defined in Section 7.A), if this mix changes. You may not deposit a mail/telephone order Sales Draft before the product is shipped.

B. Recurring Transactions. For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving; (i) a cancellation offer off the Cardholder (ii) notice from Processor or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft (the Words Recurring Transaction).

C. Multiple Sales Drafts. You will include a description and total amount of goods and services purchased in a single transaction record, unless (i) partial payment is entered on the Sales Draft for transaction record, unless (i) partial payment is entered on the Sales Draft for transaction record, unless (i) partial payment is entered on the Sales Draft for transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

C. Multiple Sales Drafts. You will include a description and total amount of goods and services purchased in a single transaction record, unless of the terms of transaction. or (ii) a Sales Draft of transaction record, unless of the terms of the terms.

1. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the provi withen consent of the consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available.

2. Acceptance. It you do the terms of t

Nemer the Card Associations, Processor, nor any or their respective personnel will have any liability to you for any action taken in good faith.

J. Debit Card Transactions.

i. For each PIN-based Debit Card sale, the Cardholder must enter his Personal Identification Number ("PIN") through a PIN pad located at the point of sale.

ii. Each PIN pad will be situated to permit Cardholders to input their PINs without revealing them to other persons, including your personnel.

ii. Each PIN pad will be situated to permit Cardholders to input their PINs without revealing them to other persons, including your personnel.

iii. You will instruct personnel that they may not ask any Cardholder to disclose the PIN and that in the event that any of your personnel nevertheless becomes aware of any Cardholder's PIN, such personnel will not use such PIN or create or maintain any record of such PIN, and will not disclose such PIN to any other person.

iv. The PIN message must be encrypted from the PIN pad to the point of sale device connected to a Debit Network used to initiate transactions (Terminal') and from the Terminal to the Debit Network and back so that the PIN message will not be in the clear at any point in the transaction.

v. You will comply with any other requirements relating to PIN security as required by BAMS or by any Debit Network.

vi. A transaction receipt in conformity with Regulation E and the Rules will be made available to the Cardholder.

viii. You may not establish a minimum or maximum transaction amount as a condition for use of a Debit Card.

viiii. You may not charge any Cardholder for the use of any Debit Card unless the Rules so permit.

ix. You may not collect tax as a separate cash transaction.

K. Debit Card Terminals. Debit Card terminals include encrypted PIN pads which allow entry of up to sixteen character PINs, printers and a keyboard lock function. You are responsible for compliance with all Rules regarding the use of Terminals, regardless of whether such Terminals are obtained through CD or through a third party.

Debit Card Account.

keyboard lock function. You are responsible for compliance with all Rules regarding the use of Terminals, regardless of whether such Terminals are obtained through CD or through a third party.

6. Designated Account.

A. Establishment and Authority, Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank ("Designated Account"). Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank ("Designated Account"). Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank ("Designated Account"). Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank ("Designated Account, Merchant will be approved under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified Processor and Bank or a long to the Designated Account. Merchant must obtain prior written consent from Bank or Processor to change the Designated Account. If Merchant does not get that consent, Processor and Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit. Bank will initiate a deposit in an amount represented on Sales Drafts to the Designated Account subject to Section 4 of this Agreement upon receipt of funds from Visa. MasterCard, or a Debit Network. Typically, the deposit will be initiated 5 business days following Processor's receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding nolidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank and Processor to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry. Bank, in its sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to

Account, or any other account maintained by you at any institution, all in accordance with this Agreement. This authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, this authorization will apply to the new account.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

7. Security Interests.
A. Security Interests.
I. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. You grant to Processor and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (iii) present and future Sales Draft; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collective), the "Secured Assets"). You agree to provide other collateral or security to Processor and Bank to secure your obligations under this Agreement upon Processor or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later thered into between you and Processor and Bank. This security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later thered into between you and Processor and Bank. This security interests and liens are security interests and liens are security interests of Processor or Bank, you will exculte one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, Processor and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from Processor and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recomment and Processor and Bank are not required to file a motion for relief from a bankruptcy action automatic stay for Processor or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless you agree not to contest or long relief from the automat

Account for any and all obligations which you may owe to Processor and Bank in this Agreement, at law or in equity, are on the commandative. The inglish and remedies conferred upon Processor and Bank in this Agreement, at law or in equity, with be cumulative and consumerst and in addition to every drift of Processor and Bank in this Agreement, at law or in equity, with be cumulative and consumerst and in addition to every drift of Processor and Bank in this Agreement, at law or in equity, with be cumulative and consumerst and in addition to every drift of Processor and Bank in the Agreement in accordance with the rates set forth in the Agreement in accordance with the rates set forth in the Agreement in accordance with the rates set forth in the previous business day or month of a third or the previous business day or month of a third or the previous business day or month of a third or the previous business day or or month of a third or the previous business day or or month of a third or the previous business day or or month of the previous business day or or day o

B. Financial Information.

i. Authorizations. You authorize Processor or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Processor and Bank.

ii. Documents. You will provide Processor or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of enficial year to Processor and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

Bank a financial statement or profit and loss for the floor year and to admit a financial statement or profit and to grant a Cartiage.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. Processor and Bank have no responsibility for any transaction until that point in time Processor or Bank receive data about the transaction.

B. Use of Terminals Provided by Others. You will notify Processor and Bank mismediately if you decide to use electronic authorization and Bank or its authorize designee ("Third Party.").

Buse of Terminals Provided by Others: You will notify Processor and Bank immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than Processor and Bank in rits authorize designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to Processor and Bank; and (ii) to assume full responsibile for any failure of that third party to comply with the Rules or this Agreement. Neither Processor nor Bank will be responsible for any losses or additional fees incurred by you as a result of any error by a third party agent or a malfunction in a Third Party Terminal. C. Debit Network Requirements. In order to inform Cardholders that Debit Cards may be accepted at your locations, you will prominently display the trademark of each Debit Network at each location and will display signage of each Debit Network at the entrance, near all Terminatian and on the window of such location. All uses by you of any Debit Network rademark will comply with the Rules. You acknowledge and agree that in displaying any such trademark, you will be subject to approval by the applicable Debit Network. You will under no circumstances be deemed to be a licensee or sublicensee of any trademarks any Debit Network. To will under no circumstances be deemed to be a licensee or sublicensee of any trademark of any Debit Network. nor will you otherwise be deemed to have or to acquire any right, title or interest in such trademarks.

3. Term and Termination

A. Term. The Agreement will become effective Date, you will be bound by all terms of this Agreement. The Agreement will remain in effect for a period of 3 years ('Initial Term') and will renew for successive 1 year terms ('Renewal Term') unless terminated as set forth below.

elow. ation. The Agreement may be terminated by Bank or Merchant to be effective at the end of the Initial Term or any Renewal

Term by giving written notice of an intention not to renew at least 90 calendar days before the end of the current term. Further, this Agreement may be terminated at any time with or without notice and with or without cause by Processor and Bank. Processing under a particular Debit Network may be suspended or terminated (without terminating this entire Agreement) if: (i) the Debit Network determines to suspend or terminate processing; or (ii) automatically, upon termination or expiration of Processor's or your access to such Debit Network whether caused by termination or expiration of Processor's agreement with such Debit Network or otherwise. In addition, in the event that Processor's participation in such Debit Network or Otherwise. through such Debit Network by you will be suspended for the period of time of such suspension and BAMS of CD will immediately notify you of that event. Neither Processor, Bank, nor any Debit Network will have any liability to you as a result of any such

through such Debit Network by you will be suspended for the period of time of such suspension and BAMS or CD will immediately notify you of that event. Neither Processor, Bank, nor any Debit Network will have any liability to you as a result of any such suspension or termination.

I Terminated Merchant File. You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa and MasterCard when Merchant is terminated due to the reasons listed in the Rules.

ii. Designated Account. All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account on the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize Bank to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay Processor and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees.

iii. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by Processor and mendiately pay Processor and Bank any amounts you owe them for equipment costs.

iv. Early Termination. If you terminate this Agreement before the end of the Initial Term, you will immediately pay Bank, as deconversion costs, an early termination fee equal to \$250. You agree that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by your early termination. Other remedies Bank or Processor may have under this Agreement Still apply.

14. Compliance With Laws And Rules. You agree to comply with all rules and operating regulations issued from time by a behit Network, Dinners Club, JCB, any other issuer of Cards, MasterCard, and Visa a

III. Disclosure. You authorize Processor and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.
C. Return to Bank. All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of Processor and Bank and will be immediately returned to Processor upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by Provisions.
16. General Provisions.

immediately returned to Processor upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered mimediately returned to Processor and Bank arising out of the failure to return or destroy such materials following termination.

16. General Provisions.

A. Entire Agreement. This Agreement as amended from time to time, including the Rules, the Merchant Operating Manual, and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement between the parties, and all prior or other agreements or representations, written or oral are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B. Governing Law. This Agreement will be governed by the laws of the State of New York. Proper venue for any dispute arising from this agreement shall be in any state of rederal court of competent jurisdiction in Queens County, New York. Merchant and Guarantor(s) agree to submit to the personal jurisdiction of courts located in Queens County, New York. Merchant and Guarantor(s) agree to submit to the personal jurisdiction of courts located in Queens County, New York.

C. Exclusivity, During the Initial and any Renewal Term of this Agreement, you will not enter into an agreement with any other entity that provides Card processing services similar to those provided by Processor and Bank as contemplated by this Agreement without Processor and Bank's written consent.

D. Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will be originals and may be relied on to the same stent as the originals.

E. Assignability. This Agreement shall be bei

K. Independent Contractors. Processor, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venture or partner of the other. L. Employee Actions. You are responsible for your employees' actions while in your employment. M. Survival. Sections 4.A.4.B.6,7.8.9, 13.C,15,16.B., and 16.H will survive termination of this Agreement. N. Bank Contact. You may contact Bank at the following address and telephone number: Bank of America, N.A., 1231 Durrett Lane, Louisville, KY 40285-0001, 502-315-2948.