



**Merchant Application & Agreement
Merchant Processing Terms & Conditions**

**Fax Application to: (817) 317-7411
or email: nap@columbusmerchantservices.com**

CHECKLIST

| | |
|--------------------------|---|
| <input type="checkbox"/> | Completed Merchant Application |
| <input type="checkbox"/> | Voided Check |
| <input type="checkbox"/> | Terms and Conditions Acknowledgements |
| <input type="checkbox"/> | Equipment Set-Up Form |
| <input type="checkbox"/> | Merimac Capital Lease Agreement <i>(If applicable)</i> |
| <input type="checkbox"/> | Merimac Capital Terms and Conditions <i>(If applicable)</i> |

SPECIAL COMMENTS

| |
|--|
| |
| |
| |
| |

MERCHANT APPLICATION & AGREEMENT

| BUSINESS NAME(S) (PLEASE PRINT CLEARLY) | |
|--|--|
| Exact Legal Name (as shown on Federal Tax Return): | Business DBA Name: |
| Mailing/Billing Address: | Physical Street Address (if different from mailing address): |
| City, State, Zip: | City, State, Zip: |
| Corporate Phone #: | DBA Phone #: DBA Contact: |
| Corporate Email Address: | DBA Email Address: |
| Website Address: | Mail Correspondence To: <input type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address |
| Mail Monthly Statement: <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| MERCHANT PROFILE (BE ACCURATE-MUST BE APPROVED BY BANK) | |
|---|--|
| Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> PA or PC <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Not for Profit <input type="checkbox"/> City/Government | Federal Tax #: ____/____/____/____/____/____/____/____ |
| Type of goods or services sold: | Have you ever accepted Visa/MasterCard? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list name of most recent processor: |
| Has this business or any associated principal been terminated as a Visa/MasterCard merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No | Has MERCHANT or any associated principal identified below filed bankruptcy or been subject to involuntary bankruptcy? <input type="checkbox"/> Yes date: _____ <input type="checkbox"/> No |
| Years Applicant Owned Business: _____ # of Locations: _____ | Hours of Operation: M-F: _____ Sat/Sun: _____ |

| Ticket Size: | Bankcard Sales Profile (BE ACCURATE): | Merchant Type: | | | | | | | | | | | | | | | | | | | |
|--|---|----------------|-------|-----------------|----------|-------|----------------|--|--|---|--------------------|---|---|--|-------------------------------|---|-------------------|-----------------------------------|--------------------|---|--|
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">REQUESTED TICKET SIZE*:</td> <td style="width: 33%;">AVERAGE:</td> <td style="width: 33%;">HIGH:</td> </tr> <tr> <td>MONTHLY VOLUME:</td> <td>AVERAGE:</td> <td>HIGH:</td> </tr> <tr> <td>ANNUAL VOLUME:</td> <td colspan="2"></td> </tr> </table> <p style="font-size: small; text-align: center;">*The Ticket Size amount is based on credit approval.</p> | REQUESTED TICKET SIZE*: | AVERAGE: | HIGH: | MONTHLY VOLUME: | AVERAGE: | HIGH: | ANNUAL VOLUME: | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Card Swipe _____ %</td> <td style="width: 40%;"><input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental</td> </tr> <tr> <td>Manual with Imprint, Card Present _____ %</td> <td><input type="checkbox"/> Restaurant <input type="checkbox"/> B2B</td> </tr> <tr> <td>Mail/Telephone Order: _____ %</td> <td><input type="checkbox"/> Service <input type="checkbox"/> City/Government</td> </tr> <tr> <td>Internet: _____ %</td> <td><input type="checkbox"/> Seasonal</td> </tr> <tr> <td>Total: _____ 100 %</td> <td><input type="checkbox"/> Internet <input type="checkbox"/> MOTO</td> </tr> </table> | Card Swipe _____ % | <input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental | Manual with Imprint, Card Present _____ % | <input type="checkbox"/> Restaurant <input type="checkbox"/> B2B | Mail/Telephone Order: _____ % | <input type="checkbox"/> Service <input type="checkbox"/> City/Government | Internet: _____ % | <input type="checkbox"/> Seasonal | Total: _____ 100 % | <input type="checkbox"/> Internet <input type="checkbox"/> MOTO | |
| REQUESTED TICKET SIZE*: | AVERAGE: | HIGH: | | | | | | | | | | | | | | | | | | | |
| MONTHLY VOLUME: | AVERAGE: | HIGH: | | | | | | | | | | | | | | | | | | | |
| ANNUAL VOLUME: | | | | | | | | | | | | | | | | | | | | | |
| Card Swipe _____ % | <input type="checkbox"/> Retail <input type="checkbox"/> Lodging/Car Rental | | | | | | | | | | | | | | | | | | | | |
| Manual with Imprint, Card Present _____ % | <input type="checkbox"/> Restaurant <input type="checkbox"/> B2B | | | | | | | | | | | | | | | | | | | | |
| Mail/Telephone Order: _____ % | <input type="checkbox"/> Service <input type="checkbox"/> City/Government | | | | | | | | | | | | | | | | | | | | |
| Internet: _____ % | <input type="checkbox"/> Seasonal | | | | | | | | | | | | | | | | | | | | |
| Total: _____ 100 % | <input type="checkbox"/> Internet <input type="checkbox"/> MOTO | | | | | | | | | | | | | | | | | | | | |
| Bank Account Information: Attach Voided Check | | | | | | | | | | | | | | | | | | | | | |
| Name of Bank: | Bank Contact: | Bank Phone #: | | | | | | | | | | | | | | | | | | | |
| Checking Account #: | Routing/Transit #: (9 Digits) | Date Opened: | | | | | | | | | | | | | | | | | | | |

| OWNERS OR OFFICERS | | | | | |
|--------------------|--------|----------------|------|--------------|--|
| 1. Legal Name: | Title: | Date of Birth: | SSN: | Phone #: | |
| Residence Address: | City: | State: | Zip: | % Ownership: | |
| 2. Legal Name: | Title: | Date of Birth: | SSN: | Phone #: | |
| Residence Address: | City: | State: | Zip: | % Ownership: | |

The above personal information is required to be completed due to Federal regulations in connection with the U.S. Patriot Act and the Customer Identification Program.

| BUSINESS TRADE SUPPLIERS | | | |
|--------------------------|--------------------|----------|--------|
| Name: | Product Purchased: | Contact: | Phone: |
| Name: | Product Purchased: | Contact: | Phone: |

| MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE) | | | |
|---|---|---------|-------|
| Merchant Location: <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other: | | | |
| The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the Business Premises Landlord/Business Premises Owner Name & Phone Number: _____ | | | |
| Further Comments from the Inspector: | | | |
| I hereby verify that this application has been fully completed by the Merchant Applicant and that I have physically inspected the business premises of the Merchant at this address, and the information stated above is true and correct to the best of my knowledge and belief. | | | |
| Verified and Inspected By (print name): | Office #: | Rep. #: | Date: |
| Representative Signature: | Fifth Third Bank, an Ohio banking corporation, Member FDIC: Columbus Merchant Services is a registered ISO/MSP with Visa and MasterCard and is an authorized agent of Fifth Third Bank, an Ohio banking corporation, Member FDIC. Bank has assigned processing functions and legal rights under agreement to First American Payment Systems, L.P. | | |

ACKNOWLEDGEMENTS

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate. I authorize American Express Travel Related Services Company Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information

will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

Debit/Credit Authorization: MERCHANT hereby authorizes Fifth Third Bank, an Ohio banking corporation, Member FDIC and First American Payment Systems, L.P. ("Bank") to initiate Automated Clearing House ("ACH") debit/credit entries to any bank account for all fees, costs, and amounts due to Bank or payable to MERCHANT pursuant to this Merchant Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes Bank immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to Bank have been performed in full and Bank has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts

due for supplies and materials. MERCHANT/Applicant authorizes the Bank or any other credit reporting agency employed by Bank, or any other agent of Bank, to make inquiries the Bank deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to investigate, verify, or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes Bank to release information disclosed on the Merchant Application & Agreement and/or information regarding MERCHANT's transactions and experiences between Bank and MERCHANT to Bank's vendors, affiliates, third parties or business partners. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to Bank and the execution of any forms or instruments deemed reasonably necessary by Bank.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by Bank. Any variance to this information as approved by Bank could result in delayed and/or withheld settlement of funds. Also, see paragraph 28 of the Merchant Processing Terms & Conditions.

Early termination of this Agreement may result in an Early Termination Fee of no less than four hundred ninety-five dollars (\$495.00).

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by MERCHANT and/or Guarantor. First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND/OR FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, MEMBER FDIC AND A MERCHANT NUMBER IS ISSUED.

MERCHANT AFFIRMS ITS CONSENT TO RECEIVE THE STATEMENT REQUIRED UNDER SECTION 6050W OF THE INTERNAL REVENUE CODE IN AN ELECTRONIC FORMAT. FURTHER, MERCHANT AGREES AND CONSENTS TO ACCEPT ANY AND ALL TAX NOTICES, TAX STATEMENTS, CHANGES TO TERMS AND CONDITIONS AND ANY OTHER NOTIFICATIONS TO MERCHANT IN AN ELECTRONIC FORMAT.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions.

PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT

X _____
#1 FROM APPLICATION - SIGNATURE

TITLE

DATE

X _____
#2 FROM APPLICATION - SIGNATURE

TITLE

DATE

FOR ALL ENTITIES (RESOLUTION)

The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

X _____
SIGNATURE

TITLE

DATE

INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and

no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X _____
#1 FROM APPLICATION - SIGNATURE

DATE

X _____
#2 FROM APPLICATION - SIGNATURE

DATE

Terms and Conditions Acknowledgements

Merchant and each Guarantor by signing below acknowledges to have received and read the following documentation as part of an application for Merchant Processing and related services.

- Merchant Application & Agreement
- Merchant Processing Terms & Conditions

Member Bank Disclosure: The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

| Member Bank (Acquirer) Information: | |
|-------------------------------------|--|
| Acquirer Name: | Fifth Third Bank |
| Acquirer Address: | 38 Fountain Square Plaza Cincinnati, OH 45263 Attn: Relationship Manager |
| Contact/Customer Service Phone: | 817-317-2996 |
| Acquirer Phone: | 800-972-3030 |

Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank is the **only entity** approved to extend acceptance of MasterCard® and Visa products directly to a Merchant.
2. Fifth Third Bank must be a principal (signer) to the Merchant Agreement.
3. Fifth Third Bank is responsible for educating Merchants on pertinent MasterCard® and Visa Operating Regulations with which Merchants must comply.
4. Fifth Third Bank is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank is responsible for all funds held in reserve that are derived from settlement.

| Merchant Information: | |
|---|--|
| Legal Business Name: <small>(as shown on Federal Tax Return)</small> | |
| Address: | |
| City, State, Zip: | |
| Phone: | |

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (PCI)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard® and Visa Operating Regulations.

NO CHANGES OR MODIFICATIONS OF THE MERCHANT PROCESSING TERMS & CONDITIONS SHALL BE ENFORCEABLE UNLESS IN WRITING AND SIGNED BY BANK.

MERCHANT AND EACH GUARANTOR MUST SIGN BELOW AND YOU MUST RETAIN A COPY OF THE MERCHANT PROCESSING TERMS & CONDITIONS FOR YOUR RECORDS, EXCEPT FOR THIS SIGNATURE PAGE.

THIS SIGNED SIGNATURE PAGE MUST BE INCLUDED WITH MERCHANT APPLICATION. PLEASE READ CAREFULLY.

X _____
#1 FROM APPLICATION - SIGNATURE

PRINT LEGAL NAME

TITLE

DATE

X _____
#2 FROM APPLICATION - SIGNATURE

PRINT LEGAL NAME

TITLE

DATE

EQUIPMENT SET UP/ORDER FORM

Merchant DBA: _____ MID (if existing): _____
 New Account (Fax with new app to 866-460-5475) Additional Terminal for Existing Account (Fax to 888-330-0040) Adjustment to Existing TID (Fax to 888-330-0040)
 SI to train Daily Discount or Monthly Discount (If neither box is checked, default will be Daily Discount.)

SPECIAL INSTRUCTIONS

All services on account will be set up unless otherwise indicated.

EQUIPMENT & SUPPLIES

| TERMINAL / TYPE | PURCHASE/FAPS TO DEPLOY | QTY | REPROGRAM | QTY |
|---|--|-----|--|-----|
| Momentum | <input type="checkbox"/> 4000 <input type="checkbox"/> 4500X | | <input type="checkbox"/> 4000 <input type="checkbox"/> 4500X | |
| VeriFone | <input type="checkbox"/> Vx510/3730 <input type="checkbox"/> Vx510LE/3730LE <input type="checkbox"/> Vx570 <input type="checkbox"/> Vx570DC | | <input type="checkbox"/> Omni 3200 <input type="checkbox"/> Omni 3740 <input type="checkbox"/> Omni 3740E <input type="checkbox"/> Omni 3750 <input type="checkbox"/> Omni 3750E <input type="checkbox"/> Vx510/3730 <input type="checkbox"/> Vx510LE/3730LE <input type="checkbox"/> Vx570 <input type="checkbox"/> Vx570DC <input type="checkbox"/> Tranz: _____ | |
| Hypercom | <input type="checkbox"/> T7 Plus 35 Key (External PIN pad) <input type="checkbox"/> T4100 (External PIN pad) <input type="checkbox"/> T4205 <input type="checkbox"/> T4210 <input type="checkbox"/> T4220 <input type="checkbox"/> M4100 GPRS (Blade) <input type="checkbox"/> M4230 GPRS | | <input type="checkbox"/> T7P <input type="checkbox"/> T7P-T <input type="checkbox"/> T77-F <input type="checkbox"/> T77-T <input type="checkbox"/> T4100 (External PIN pad) <input type="checkbox"/> T7 Plus 35 Key (External PIN pad) <input type="checkbox"/> T7 Plus 19 Key <input type="checkbox"/> T4205 <input type="checkbox"/> T4210 <input type="checkbox"/> T4220 <input type="checkbox"/> M4100 GPRS (Blade)* <input type="checkbox"/> M4230 GPRS* | |
| Nurit | <input type="checkbox"/> 2085 <input type="checkbox"/> 8020 GPRS (8000 Series) <input type="checkbox"/> 8400 <input type="checkbox"/> 8400E <input type="checkbox"/> 8400L | | <input type="checkbox"/> 2085 <input type="checkbox"/> 8010 GPRS (8000 Series)* <input type="checkbox"/> 8020 GPRS (8000 Series)* <input type="checkbox"/> 8320 <input type="checkbox"/> 8320E <input type="checkbox"/> 8320L <input type="checkbox"/> 8400 <input type="checkbox"/> 8400E <input type="checkbox"/> 8400L | |
| POS Software/Gateway | <input type="checkbox"/> PC Charge <input type="checkbox"/> USB Card Swipe <input type="checkbox"/> PAYware PC <input type="checkbox"/> FirstPay.Net 2.0 | | <input type="checkbox"/> USB Card Swipe Name: _____ Version (REQUIRED): _____ | |
| Other terminal brands | <input type="checkbox"/> Way 5000 <input type="checkbox"/> Orion | | <input type="checkbox"/> Way 5000* <input type="checkbox"/> Way*: _____ <input type="checkbox"/> Orion | |
| PIN pad <i>Encrypt: Additional \$10 charge</i> | <input type="checkbox"/> Internal PIN Pad <input type="checkbox"/> VeriFone 1000SE <input type="checkbox"/> Hypercom 1300 <input type="checkbox"/> Hypercom 1310 <input type="checkbox"/> Hypercom S9 | | <input type="checkbox"/> Internal PIN pad <input type="checkbox"/> VeriFone 1000SE <input type="checkbox"/> VeriFone SC5000 <input type="checkbox"/> Hypercom 1300 <input type="checkbox"/> Hypercom 1310 <input type="checkbox"/> Hypercom S9 <input type="checkbox"/> Hypercom S9C <input type="checkbox"/> Nurit 292 <input type="checkbox"/> Other: _____ | |
| Check Equipment | <input type="checkbox"/> Mini Magtek Reader <input type="checkbox"/> RDM EC 6014F Imager | | <input type="checkbox"/> Mini Magtek Reader <input type="checkbox"/> RDM EC 6014F Imager | |
| External Printers | <input type="checkbox"/> Epson TM-88 IV | | <input type="checkbox"/> Epson TM-88 IV <input type="checkbox"/> Other: _____ | |
| Manual Imprinter | <input type="checkbox"/> Imprinter <input type="checkbox"/> Imprinter plate | | | |
| SIM card (for GPRS units) | (SIM card included with new GPRS unit orders) | | <input type="checkbox"/> Order new SIM card <input type="checkbox"/> Activate SIM#: _____ | |
| Other | <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ | |

* When reprogramming wireless terminals, please list the following information in the special instructions section: Nurit : SIM card number -- Hypercom: SIM card number and serial number -- Way: serial number. You may also order a new SIM card for the Nurit or Hypercom terminals. If no info given, file build will default to landline.

TERMINAL PROFILE

| TYPE | OPTIONS |
|--|---|
| Application | <input type="checkbox"/> Retail <input type="checkbox"/> Retail w/Tip <input type="checkbox"/> Restaurant w/Tip <input type="checkbox"/> Lodging <input type="checkbox"/> AFD (Automated Fuel Dispenser) |
| Special Features | <input type="checkbox"/> AVS <input type="checkbox"/> Reverse PIP <input type="checkbox"/> CVV2/CVC2 <input type="checkbox"/> Timed Upload: _____ am/pm <input type="checkbox"/> Store and Forward <input type="checkbox"/> Clerk/Server Prompts <input type="checkbox"/> Remove last 4 Digits Prompt <input type="checkbox"/> Other: _____ <input type="checkbox"/> Multi-Merchant (list DBAs or MIDs in order): _____ |
| High Speed Connection (DSL/Cable Modem/T1) | <input type="checkbox"/> Yes Email: _____ <input type="checkbox"/> No VAR or terminal must be certified for high speed. |

SHIPPING & PAYMENT INFORMATION

Download Terminal for Additional \$10? Yes No (If neither box is checked, default will be Yes.)

Merchant's DBA address Alternate Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Shipping Method: FedEx Overnight FedEx Second Day FedEx Ground Other: _____
(Provide Carrier & Account #)

Payment Method: Deduct from Merimac Capital® Lease Funding Bill to Credit Card on File: Last 4 Digits _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.