

MERCHANT PROCESSING APPLICATION AND AGREEMENT

COMPLETE SECTIONS (1-9)

Merchant #: _____ Loc. _____ of _____

PCS2408 **(1) TELL US ABOUT YOUR BUSINESS** PCS2408

If Merchant is a sole proprietorship, then the "Client's Corporate/Legal Name" should include individual's full name including first, last, and middle initial.

Client's Business Name (Doing Business As): _____ Client's Corporate/Legal Name (Use Also for Headquarter's Information): _____

Business Address: _____ Billing Address (If Different Than Location Address): _____

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

Location Phone #: _____ Location Fax #: _____ Customer Service Number: _____ Contact Name: _____

Business E-mail Address: _____ Contact Phone #: _____ Fax #: _____

Business Website Address: _____ Contact E-Mail Address: _____

Send Retrieval Requests / Fax Type to: Business Address Fax #: _____ *SIC/MCC: _____

Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail _____ Online Print and Mail

Billing to be processed Monthly Daily

*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841¹, the registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000). Failure to register could result in fines in excess of \$10,000 for violating Visa and/or Mastercard regulations².

¹Registration for MCC 7841 is only required for non-face-to-face adult content. ²Information herein, including applicable MCCs, is subject to change

(2) MC / VISA / DISCOVER® NETWORK FULL SERVICE / AMERICAN EXPRESS OPTBLUE®

Total Monthly Card Volume: \$ _____

Estimated Average Ticket / Sales Amount: \$ _____

Estimated High Ticket Amount: \$ _____

(3) ENTITLEMENTS

MC/Visa/Discover Full Processing/Amex Opt Blue (Discover Network systems and rules will process and govern JCB Transactions. Select Discover Full Processing if JCB is requested.)

Amex - Existing Direct SE# _____ American Express Cap # _____ Franchise Name: _____

Discover - Existing Retained SE # _____ Non-Lic. JCB (EDC) - Existing Account # _____

PIN Debit EBT FNS # (XREF): _____ EBT Cash

WEX Full Acquiring WEX Non-Full Svc WEX Crossroads Voyager Tax exempt Voyager MC Fleet Fuelman ID _____

(4) PROVIDE MORE BUSINESS DATA

State Incorp. _____ Month/Year Started: _____ Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. L.L.C. Gov't.

Check one: TIN TYPE: EIN (Fed Tax ID #) _____ SSN _____ D&B # _____

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) _____ Federal Tax ID#: (as it appears on your SS4 form) _____ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe _____% + Keyed Manually* _____% = 100% *If 50% or more is manually keyed please provide the MOTO Addendum

Product/Services You Sell: _____

Card Present (MAG Swipe and/or Manual Imprint) _____% + Mail Order/Direct Marketing _____% + Phone Order _____% + Internet _____% = 100%

Does your business offer products and/or services to customers through a mobile application? Yes No If so, list name of mobile application: _____

Do you use any third party to store, process or transmit cardholder data? Yes No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Return Policy: Full Refund Exchange Only None

Will transactions be in currencies other than the U.S. Dollar (USD)? Yes No

Previous Processor: _____ Your Previous Merchant #: _____

Check Reason for Changing: Rate Service Terminated Other: _____

(5) DESCRIBE EQUIPMENT DETAILS

Network: CARDnet® Nashville Bypass Other: _____ Specify Security Code: (_____) _____

QTY	IP	Equipment Type	Model Code and Name	Reprogram/New Deployment
	<input type="checkbox"/>			
	<input type="checkbox"/>			

Deployment Instructions: To Location Other Address: _____

Profile Type: Retail Petroleum Lodging Restaurant

Instructions: Clerk / Server Entry Retail With Tip Auto Settle Time _____ Debit Cash Back _____

VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

PLEASE SEND COMPLETED INFORMATION TO: Petroleum Card Services

Phone: 866.427.7297 * FAX: 775.782.7572 * Email: Applications@pcs4fuel.com * www.pcs4fuel.com

Petroleum Card Services is a registered ISO of Wells Fargo Bank, N.A., Concord, CA

PCS2408	(6) PROVIDE YOUR OWNER INFORMATION					PCS2408
Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who otherwise has significant responsibility to control, manage, or direct your business.						
Owner/Partner/Officer Name:		D.O.B.:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Owner/Partner/Officer Name:		D.O.B.:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Owner/Partner/Officer Name:		D.O.B.:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Owner/Partner/Officer Name:		D.O.B.:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Controlling Position:		D.O.B.:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	

(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

Start-Up Fees <i>(One-Time Charge)</i>	Authorization and AVS Fees	Other Fees
Non-Taxable Fees:	MC Auth Fee (030, 031, 032, 033, 034, 03R, 03V, 03W, 03X, 03Y) \$ _____	Early Termination Fee \$ _____
Application Fee <i>(Non-Refundable)</i> (32I) \$ _____	Visa Auth Fee (040, 041, 042, 043, 044, 04R, 04V, 04W, 04X, 04Y) \$ _____	Annual Membership Fee (294) \$ _____
Account Validation Fee (182) \$ _____ <i>(One-time fee charged at time of boarding)</i>	Discover Auth Fee (070, 071, 072, 073, 074, 07I, 07V, 07W, 07X, 07Y) (080, 081, 082, 083, 084, 08V, 08W, 08X, 08Y) \$ _____	Chargeback Fee (Z29) \$ _____
Reprogramming Fee (31A) \$ _____	Amex Auth Fee (060, 061, 062, 063, 064, 06I, 06V, 06W, 06X, 06Y) \$ _____	Retrieval Fee (285) \$ _____
Debit Set-up Fee (31B) \$ _____	MC/Visa/Discover/Amex Voice AVS (039, 049, 069, 079, 03A, 04A, 06A, 07A) \$ _____	Batch Settlement Fee (227) \$ _____
Billed Monthly Fees	MC/Visa/Discover/Amex Voice Auth Fee/VRU (035, 036, 037, 045, 046, 047, 065, 066, 067, 075, 076, 077) \$ _____	EBT Purchase/Return/Decline (029,20Y,02X) \$ _____
Monthly Service Fee (335) \$ _____	AVS Fee (405, 406, 407, 408, 435, 07B, 07C, 03B, 03C, 04B, 04C, 06B, 06C) \$ _____	Visa/MC/Disc Access Fee (241, 197, 526) \$ _____
Minimum Processing Fee (953) \$ _____		Visa Ntwk Acq Proc Fee US Cr (04H) \$ _____
Wireless Access Fee Per TID (60J) \$ _____		Visa Ntwk Acq Proc Fee US DB/PP (04J) \$ _____
Monthly ClientLine® Fee (32R) \$ _____		NABU Fee (60M, 0B4) \$ _____
eIDS Monthly Fee (29E) \$ _____		ACH Reject Fee (401) \$ _____
Regulatory Product Fee (35I) \$ _____		Non Return of Equipment Fee \$ _____
Monthly Statement Fee (323) \$ _____		
TIN/TFN Blank or Invalid Fee <i>(as applicable)</i> (18I) \$ _____		
Merchant Supply Advantage (413) \$ _____		
Network Access Fee - Debit (420) \$ _____		
Monthly Advantage Fee (158) _____%		
Misc. Fee: _____ () \$ _____		
Enhanced Security Package		
Enhanced Security Pkg Monthly* () \$ _____		
OR		
Enhanced Security Pkg Annual* () \$ _____		
	Fleet Card Fees	Product Fees
	Authorization Fees	TransArmor Monthly Fee (30L) \$ _____
	Voyager (0D0, 0D1, 0DV) \$ _____	TransArmor Trans Fee (12E) \$ _____
	WEX (0D4) \$ _____	Mobile Pay Monthly Fee (472) \$ _____
	Fuelman (0B3) \$ _____	Monthly Gateway Support Fee (417) \$ _____
	Other Payment Fees	**Visa/MC CCIS Enrollment <input type="checkbox"/> (63V, 63M) _____%
	Voyager	Premium Equipment SVC (32U) \$ _____
	Sales Discount Fee (766) _____%	
	Wright Express	
	Sales Discount Fee (840, 841, 842, 843) _____%	
	Datavire Micronode	
	1400 Monthly Fee <i>(each)</i> (354) \$ _____	

In addition, the card brands (Visa, Mastercard, American Express, Discover, etc.) may charge various additional fees under certain circumstances, which are referred to as "pass through fees" because, if charged, are passed through by us to the Merchant. Pass-through fees may include, by way of example only, verification fees, authorization fees, international transaction fees, return fees, and data usage fees, among others.

** Commercial Card Interchange Service ("CCIS"). With CCIS, when transactions don't include any tax information, your sales tax will be computed based on the applicable rate at your location to allow you to obtain the best interchange. When the sales tax is computed on your behalf under CCIS, we will retain 50% of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if that amount is \$0.0) as CCIS applies your local tax rate to the full amount of the transaction when the prompt is bypassed.

■ **Pass Through Interchange - Includes Dues and Assessments.** You will be charged the applicable interchange rate from Mastercard, Visa, or Discover plus a Mastercard Assessment Fee (273) of .13% a Visa Assessment Fee (274) of .13%, Visa Assessment Fee CR (27L) of .14% or a Discover Assessment Fee (234) of .14%, or a PayPal Assessment Fee (45H) of .10%, plus any other fees indicated on this Service Fee Schedule. (Mastercard Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional .01% per transaction). American Express Network Fee (28) of .16%. American Express has Program Pricing and not Interchange and are subject to change.

Sales Credit & Non-PIN Debit Transaction Fee	Discount <i>(Based on Gross Sales Vol.)</i>	Discount <i>(Based on Gross Sales Vol.)</i>	Discount <i>(Based on Gross Sales Vol.)</i>	Discount <i>(Based on Gross Sales Vol.)</i>
(001, 002, 005, 006, 015, 016, 130, 131, 134, 135, 787, 788)	MC Qual Credit (800) _____%	Visa Qual Credit (804) _____%	Discover Qual Credit (170) _____%	American Express Qual Credit (164) _____%
American Express Sales Credit Transaction Fee (013, 014)	MC Qual Non PIN Debit (850) _____%	Visa Qual Non PIN Debit (854) _____%	Discover Qual Non PIN Debit (964) _____%	American Express Program Cost (3AL) _____%
Unbundled PIN Debit - Txn Fee (018) \$ _____	Unbundled PIN Debit Discount Fee (Key 190) _____% <i>(plus the applicable network fees)</i>		PIN Debit Decline Transaction Fee (42R) \$ _____	

DBA Name: _____ Loc. _____ of _____

PCS2408	(7) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE (cont'd)				PCS2408
	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qualified Credit	(800) _____ %	(001, 002) \$ _____	Visa Non-Qualified Non-PIN Debit	(864) _____ %	(154, 155) \$ _____
MC Mid-Qualified Credit	(810) _____ %	(611, 612) \$ _____	Discover Qualified Credit	(170) _____ %	(015, 016) \$ _____
MC Non-Qualified Credit	(820) _____ %	(621, 622) \$ _____	Discover Mid-Qualified Credit	(990) _____ %	(717, 718) \$ _____
MC Qualified Non-PIN Debit	(850) _____ %	(130, 131) \$ _____	Discover Non-Qualified Credit	(994) _____ %	(721, 722) \$ _____
MC Mid-Qualified Non-PIN Debit	(870) _____ %	(140, 141) \$ _____	Discover Qualified Non-PIN Debit	(964) _____ %	(787, 788) \$ _____
MC Non-Qualified Non-PIN Debit	(880) _____ %	(150, 151) \$ _____	Discover Mid-Qualified Non-PIN Debit	(968) _____ %	(791, 792) \$ _____
Visa Qualified Credit	(804) _____ %	(005, 006) \$ _____	Discover Non-Qualified Non-PIN Debit	(978) _____ %	(795, 796) \$ _____
Visa Mid-Qualified Credit	(814) _____ %	(615, 616) \$ _____	American Express Qualified Credit	(164) _____ %	(013, 014) \$ _____
Visa Non-Qualified Credit	(824) _____ %	(625, 626) \$ _____	American Express Mid-Qualified Credit	(81C) _____ %	(62T, 62U) \$ _____
Visa Qualified Non-PIN Debit	(854) _____ %	(134, 135) \$ _____	American Express Non-Qualified Credit	(82A) _____ %	(65S, 65T) \$ _____
Visa Mid-Qualified Non-PIN Debit	(874) _____ %	(144, 145) \$ _____	American Express Program Cost	(3AL) _____ %	

	Discount Fee	Transaction Fee		Discount Fee	Transaction Fee
MC Qual Credit	(800) _____ %	(001, 002) \$ _____	Discover Qual Credit	(170) _____ %	(015, 016) \$ _____
MC Qual Non-PIN Debit	(850) _____ %	(130, 131) \$ _____	Discover Qual Non-PIN Debit	(964) _____ %	(787, 788) \$ _____
Visa Qual Credit	(804) _____ %	(005, 006) \$ _____	American Express Qual Credit	(164) _____ %	(013, 014) \$ _____
Visa Qual Non-PIN Debit	(854) _____ %	(134, 135) \$ _____	American Express Program Cost	(3AL) _____ %	

Dues & Assessments (273, 274, 234, 237, 286, 27L) Bundled PIN Debit (120) _____ % (124) \$ _____ Billback _____

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 19.1) Applies to Non-qualified MC, Visa & Discover Credit and/or Non-PIN Debit Transactions. (30D) _____ %

Discount Fees (Based On Gross Sales Volume)

Accept all Mastercard, Visa, Discover - PayPal, and American Express OptBlue® Transactions (presumed, unless any selections below are checked)

<input type="checkbox"/> Mastercard Acceptance	<input type="checkbox"/> Visa Acceptance	<input type="checkbox"/> Discover Acceptance	<input type="checkbox"/> American Express OptBlue® Acceptance
<input type="checkbox"/> Accept MC Credit transactions only	<input type="checkbox"/> Accept Visa Credit transactions only	<input type="checkbox"/> Accept Discover Credit transactions only	<input type="checkbox"/> Accept American Express Credit transactions only
<input type="checkbox"/> Accept MC Non-PIN Debit transactions only	<input type="checkbox"/> Accept Visa Non-PIN Debit transactions only	<input type="checkbox"/> Accept Discover Non-PIN Debit transactions only	<input type="checkbox"/> Accept American Express Credit transactions only
		<input type="checkbox"/> Discover Network - PayPal	
		<input type="checkbox"/> Discover Network PayPal Credit transactions	

You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

BANKING INFORMATION

Bank Name: _____ **Phone Number:** _____
Routing Number: _____ **DDA:** _____

(8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Program Guide (which includes terms and conditions for each of the services, the Your Payments Acceptance Guide, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-10) as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. The Program Guide and IQM are also available for viewing and/or downloading from the internet at <http://www.pcs4fuel.com>. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data Section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the TeleCheck Solutions Agreement, appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement. By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors. I further acknowledge and agree that I will not use my merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act. **Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved by us and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.**

Client's Business Principal/Officer:

Signature X _____ Title _____	PROCESSOR: For Paysafe Payment Processing Solutions, LLC dba Petroleum Card Services
Print Name of Signer _____ Date _____	Signature X _____ Title: _____
	Printed Name: _____ Date: _____
Signature X _____ Title _____	BANK: Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International, Inc.)
Print Name of Signer _____ Date _____	By: First Data Merchant Services LLC, pursuant to a limited power of attorney
Signature X _____ Title _____	Signature X _____ Title: _____
Print Name of Signer _____ Date _____	Printed Name: _____ Date: _____

(10) PERSONAL GUARANTY

In exchange for Petroleum Card Services and Wells Fargo Bank, N.A.'s (a member of Visa USA, Inc. and Mastercard International, Inc.) acceptance of the agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under the Agreement. I understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank N.A., Petroleum Card Services are relying upon this Guaranty in entering into the Agreement.

Signature (Please sign below): **X** _____, an individual Signature (Please sign below): **X** _____, an individual